



Late-Filed Exhibit 23

Landowner Easement Document Package

RIGHT OF WAY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **Landowner’s Name(s), marital status (join spouse if married)**, whose address is **full address** (“GRANTOR”, whether one or more), for and in consideration of Ten and More Dollars (\$10.00+) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey and warrant unto **ONEOK Rockies Midstream, L.L.C.**, whose address is **896 25th Street SE., Sidney, Montana 59270**, its successors and assigns (“GRANTEE”) a temporary right of way of _____ feet (___’) in width, becoming a permanent right of way of _____ feet (___’) in width upon installation, for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, replacing, protecting, changing the size of, abandoning in place, and removing one pipeline and necessary and incident facilities, equipment and appurtenances, including but not limited to valves and markers, for the transportation of oil, gas, petroleum products, water, brine and/or any other liquids, gases, or substances which can be transported through pipelines, upon and along a route to be selected by GRANTEE in consultation with GRANTOR (the location of the pipeline, as constructed, to evidence such agreed route) on, under and across lands of GRANTOR, situated in the County of _____, State of _____, described as follows:

Township XXX North, Range XXX West, Xth P.M.
Section XX: XXXXX

Together with an easement over and across the lands described above, including but not limited to all existing roads located upon said lands and adjacent lands of GRANTOR, for the purpose of ingress and egress to, from and along said pipeline and facilities of GRANTEE, and GRANTEE shall have all privileges necessary or convenient for the full use and enjoyment of the rights herein granted.

During construction, GRANTEE shall have the right to use an additional workspace of one hundred and fifty feet by one hundred and fifty feet (150’ x 150’), or equivalent square footage, along the easement area at the crossing of roads, railroads, streams, terraces and uneven terrain.

GRANTEE may record this Right of Way Agreement or a memorandum hereof, attaching a plat as Exhibit “A” (incorporated herein by reference) of the actual route of the facilities constructed hereunder and/or of the ingress/egress easement to further identify the locations thereof.

GRANTEE shall bury the top of its pipeline **at or below four feet (48 inches) in depth**. GRANTEE shall restore the land as soon as practicable after the pipeline is completed. Restoration shall be made as near practicable to the condition existing when GRANTEE first commenced construction of the pipeline.

GRANTOR reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided GRANTOR agrees not to construct or create any obstruction, structure, or engineering work on, over or under the herein-

granted right of way that will interfere with the rights and interests of GRANTEE herein-granted or the safe operation of GRANTEE's facilities.. GRANTEE shall have the right hereafter to cut and keep clear all trees, brush and obstructions from the herein-granted right of way and ingress/egress easement. Notwithstanding anything herein to the contrary, GRANTOR shall not impound water upon the easement area, change the ground elevation or grade of the easement area, or construct or permit to be constructed any building, structure, improvement or obstruction upon, over or under the easement area, or plant any trees or shrubs upon the easement area which would interfere with GRANTEE'S exercise of the rights hereby conveyed, including access to GRANTEE's facilities and the safe operation of GRANTEE's facilities.

GRANTEE agrees to pay GRANTOR or any tenant, as their interests may appear, for actual damages to crops, pasture, timber, livestock, fences and other improvements on said premises (except to the extent such improvements are prohibited herein), which may arise from exercise of the rights herein-granted, provided GRANTEE shall not be liable for damages for future clearing of the right of way and ingress/egress easement in exercise of the rights herein granted.

GRANTEE agrees to comply with all applicable state and local regulations.

GRANTOR acknowledges that GRANTEE may construct one pipeline and associated facilities under, over or along the above described lands. In addition, GRANTOR agrees that GRANTEE has the right, privilege, and authority to construct, install, operate, maintain, repair, replace, add to, and remove electric, fiber optic cable, communication, and/or control lines below the above described lands as may be ancillary to the rights granted herein, or necessary to carry out GRANTEE's operations.

Except to the extent arising out of the negligent acts or omissions, willful misconduct, or illegal acts of GRANTOR, or any third party not acting on behalf of or at the direction of GRANTEE, its successors, assigns, or any third party not acting on behalf of or at the direction of GRANTEE, GRANTEE shall indemnify, defend and hold harmless GRANTOR from any and all claims, demands, causes of action, or liability for damages, loss or injuries that arise out of GRANTEE'S negligent acts or omissions, willful misconduct or illegal acts in the construction, operation, maintenance, and removal of GRANTEE's pipeline and other facilities on the land. The parties agree that in no event shall either be liable for special, exemplary, consequential or other indirect damages to the other, and all such damages are hereby waived to the extent permitted by law.

This instrument constitutes the entire agreement and understanding of the parties and supersedes all prior understandings, negotiations and agreements of the parties related to the subject matter hereof. GRANTEE may record a memorandum of this agreement. Each party agrees to give the other a 30-day right to cure after notice of any default before exercising any remedy available at law or in equity.

GRANTOR represents and warrants that GRANTOR is lawfully seized in fee simple title to the above-described lands and has a good and lawful right to convey the rights as herein done. GRANTOR further covenants and binds itself, its successors and assigns to warrant and forever defend the title to this easement to GRANTEE, its successors and assigns, against the lawful claims of all persons.

TO HAVE AND TO HOLD said right of way and easement for which all rights, privileges, and obligations created herein shall run with the land and shall be binding upon GRANTOR and GRANTEE and shall inure to the benefit of their respective heirs, executors, personal representatives, successors and assigns for so long as same are used or maintained for the purposes herein granted. GRANTEE shall have the right to assign this grant in whole or in part, and upon such assignment, any Assignee shall be subject to all terms, covenants and conditions contained in this grant in the same manner and to the same extent as the original GRANTEE herein.

This agreement may be executed in part or counterpart.

Executed this _____ day of _____, 2018.

GRANTOR: **Landowner Name(s)**

BY: Landowner Name(s)

STATE OF STATE

§ ACKNOWLEDGMENT

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COUNTY OF COUNTY

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The foregoing instrument was acknowledged before me this ____ day of _____, 2018 personally appeared **Landowner Name(s), marital status if known**, to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that **<indicate he/she/they>** executed the same as **<indicate his/her/their>** free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

(seal)

Notary Public:




ONEOK
ROCKIES MIDSTREAM

A SUBSIDIARY OF ONEOK PARTNERS

ONEOK Landowner Hotline
1-866-215-7184
1-701-264-3805

LANDOWNER WEBSITE FOR RECLAMATION ISSUES: www.oneok.com/landowners

Browser tabs: /www.oneok.com/landowners, ArcGIS Enterprise - ONEO..., ShareFile - Where Comp..., Bear Paw Archives Active..., ORM Project Developme..., Landowner Reclamat...



ONEOK Partners Customers Investors Governance Corporate Responsibility About Us News Room Careers

Search FIND

HOME Print

Landowner Reclamation

Requestor Name:

Landowner Email:

Landowner Name:

Address:

City:

State:

Zip:

Phone (Home):

Phone (Cell):

Preferred Contact:

Property Description:

Last ONEOK Contact (if known):

Description of Request:
(Please briefly describe the issue)

Additional Comments: