

McKENZIE COUNTY UTILITY APPLICATION

Permit # OB190319JC-3

Revised September 07, 2017

Permit Type: **Permanent**
(Please circle one) Temporary

ONEOK Bakken Pipeline

of

P.O. Box 871, Tulsa, OK 74102

Utility Company Name

Address, City, State & Zip

| Route* | Section # | | Township (N) | | Range (W) | | To be Crossing | Fee |
|------------------------------|---------------|---------------|--------------------|--------------------|-------------------|-------------------|----------------------------|--------------------------|
| | From | To | From | To | From | To | | |
| Spring Creek Rd | 30 | 30 | T-149-N | T-149-N | R-98-W | R-98-W | permitted | at later date |
| 126th M Ave. NW | 25 | 25 | T-149-N | T-149-N | R-99-W | R-99-W | 12 inch bore | \$500.00 |
| Section Line Road | 25 | 26 | T-149-N | T-149-N | R-99-W | R-99-W | section line work in ROW | \$275.00 |
| Section Line | 26 | 27 | T-149-N | T-149-N | R-99-W | R-99-W | section line work in ROW | \$275.00 |
| 129th Ave. NW | 27 | 28 | T-149-N | T-149-N | R-99-W | R-99-W | 12 inch bore | \$500.00 |
| 20th St. NW | 28 | 21 | T-149-N | T-149-N | R-99-W | R-99-W | 12 inch bore | \$500.00 |
| 130th Ave. NW | 21 | 20 | T-149-N | T-149-N | R-99-W | R-99-W | 12 inch bore | \$500.00 |
| 21st St. NW | 20 | 17 | T-149-N | T-149-N | R-99-W | R-99-W | 12 inch bore | \$500.00 |
| Section Line | 17 | 18 | T-149-N | T-149-N | R-99-W | R-99-W | section line work in ROW | \$275.00 |
| Section Line Road | 18 | 13 | T-149-N | T-149-N | R-99-W | R-99-W | to be permitted | at later date |
| 22nd St. NW | 13 | 12 | T-149-N | T-149-N | R-100-W | R-100-W | 12 inch bore | \$500.00 |
| Section Line | 12 | 1 | T-149-N | T-149-N | R-100-W | R-100-W | section line work in ROW | \$275.00 |
| | --- | --- | ----- | ----- | ----- | ----- | | |
| | --- | --- | ----- | ----- | ----- | ----- | | |
| | --- | --- | ----- | ----- | ----- | ----- | | |
| | --- | --- | ----- | ----- | ----- | ----- | | |

For Official Use Only

Type of

Crossing

Fee

Total Fee: \$4,100

*Enter the County Route # or Street Name. If it is simply a section line crossing, enter "Section Line"

Attach Maps and Construction Plans

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

bore 130th Ave deeper

Email Address jodi.collier@uslandproffessionals.com

Jodi Collier
Signature of Authorized Agent of Utility Company

3-19-19
Date

Jodi Collier

903-343-3233

Printed Name of Authorized Agent of Utility Company

Telephone Number

WHERE SHOULD THE APPROVED PERMIT BE SENT TO:

US Land Professionals

903-343-3233

Company Name or Agent Name

Telephone Number

Address

P.O. Box 1990

Address

Dickinson, ND 58602

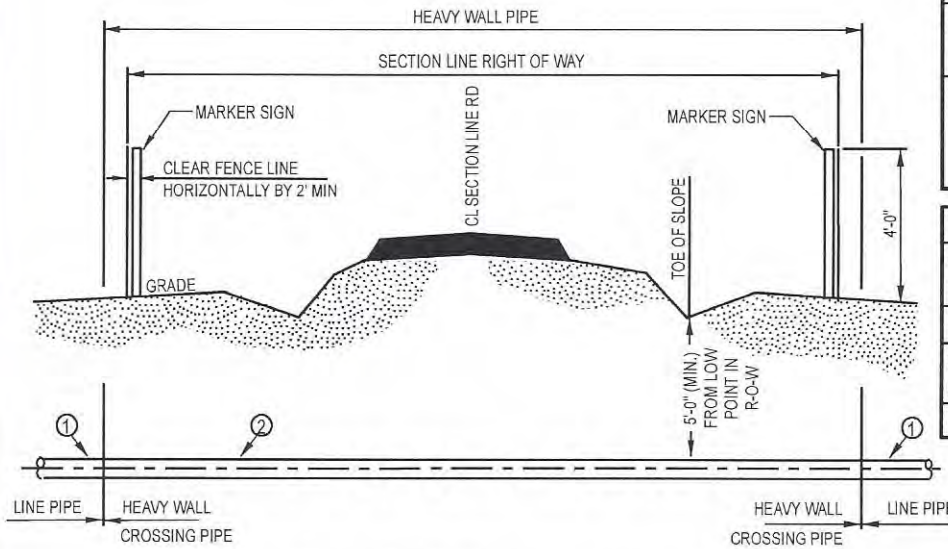
City, State & Zip Code

If you require additional pages for your request, indicate your total number of pages.
Page of Total # Pages of



MAR 23 2019

MCKENZIE COUNTY, NORTH DAKOTA
TOWNSHIP 149 N, RANGE 99 W, SECTION 25 & 26

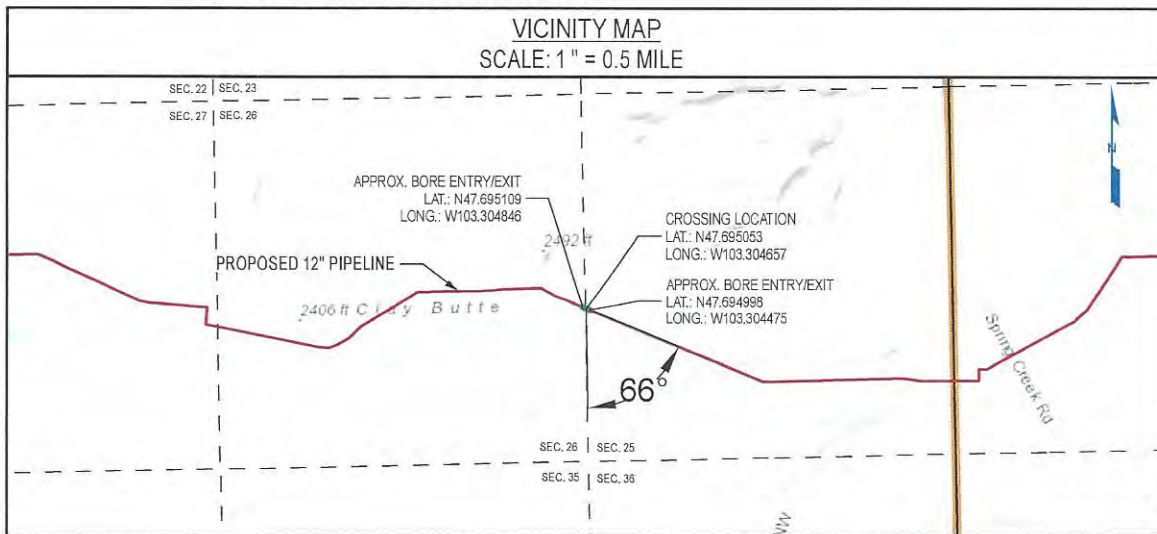


| LEGEND | |
|--------|--|
| ① | LINE PIPE 12.750" O.D. x 0.250" W.T. API-5L-X60 W/ 14 - 16 mils FBE |
| ② | HEAVY WALL PIPE, 12.750" O.D. x 0.281" W.T., API-5L-X60 W/ 14 - 16 mils FBE, 30 mils ARO |

| DESCRIPTION | CARRIER PIPE |
|-------------------------|----------------------------|
| CONTENTS TO BE HANDLED | NATURAL GAS LIQUID (NGL's) |
| PIPE MATERIAL | CARBON STEEL |
| SPECIFICATION AND GRADE | API-5L-X60 |
| DESIGN PRESSURE | 1480 PSI |

ISSUED FOR PERMIT
NOT FOR CONSTRUCTION,
RECORDING PURPOSES, OR
IMPLEMENTATION.

TYPICAL BORED ROAD CROSSING - UNCASD



NOTES:

- CROSSING SHALL BE IN ACCORDANCE WITH APPLICABLE PERMIT.
- CROSSING PIPE SHALL EXTEND AT A MINIMUM TO RIGHT OF WAY LINE. THE TYPE AND MINIMUM REQUIRED LENGTH OF PIPE FOR CROSSING SHALL BE AS SPECIFIED ON ALIGNMENT SHEETS.
- PIPELINE MARKER & TEST STATIONS TO BE INSTALLED ON R.O.W. LINE NEXT TO FENCE IF POSSIBLE.
- THE CROSSING PIPE SHALL BE STRAIGHT WITH NO VERTICAL OR HORIZONTAL BENDS WITHIN THE COUNTY ROAD RIGHT OF WAY.
- BORE ENTRY AND EXIT WILL BE LOCATED OUTSIDE OF THE COUNTY ROAD RIGHT OF WAY.

| REV NO | REVISION | BY | CHK | PM | DATE |
|--------|------------------|-----|-----|-----|------------|
| A | ISSUE FOR PERMIT | JJM | ERP | CJR | 03/08/2019 |



13105 NORTHWEST FREEWAY SUITE 850
HOUSTON, TX 77040



PROPOSED 12" ONEOK PIPELINE (INDEX # 10629)
SECTION LINE ROAD
NDMK.LML.CR.0009.00.01

| DWN BY | DATE | SCALE | PROJ NUMBER | DRAWING NUMBER | REV |
|--------|------------|--------|-------------|-------------------------|-----|
| JJM | 03/08/2019 | N.T.S. | OPL-009 | OPL009JTAM-01-GI-82-001 | A |

Utility Company, as noted on reverse hereinafter referred to as "Utility Company", having requested permission from McKenzie County, a political subdivision of the State of North Dakota, to cross an existing road, run within its right-of-way easement, or section line with a buried or overhead transmission facility designed to carry or conduct oil, gas, water, electricity, telephone or any other substance or service whatsoever, and McKenzie County having considered the request does grant consent to cross the existing road or section line, or run within its right-of-way or easement as noted on reverse, upon the terms and conditions herein stated.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe. Utility company is responsible for restoring and reclaiming any land used for temporary or permanent utilities to their original condition.
2. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that is the fault of the utility company. Furthermore, utility company agrees to indemnify and hold harmless McKenzie County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against McKenzie County on account of the activities conducted by the utility company in crossing any existing road or section line.
3. When the utility company crosses an existing road or section line, or places a line parallel to the road in the right-of-way, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the temporary or permanent utility facility should McKenzie County deem it necessary or advisable in its sole discretion. Roads may be built on the section line or off the section line as allowed by North Dakota law. Should the utility company fail to take the necessary steps to relocate or reconstruct its permanent or temporary utility facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by McKenzie County in moving, relocating, or reconstructing the utility facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off of the section line as allowed by North Dakota Law.
4. The buried or overhead transmission facility to be installed by the utility company in crossing any existing road shall, at a minimum, comply with the following engineering standards:
 - i) Pipe shall be cased or heavy wall pipe used.
 - ii) All overhead powerlines crossing over public streets, roads, and non-residential driveways with truck traffic must maintain a minimum height of 18ft.
 - iii) All bores under county roads must be approved by the Road and Bridge Department.
 - iv) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - v) All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - vi) Vent pipes must be outside existing right-of-way lines.
 - vii) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix approved by the Road and Bridge Department
 - viii) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
 - ix) The Company's plan to bury a transmission facility filed with the County Engineer must show, at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - x) The Company's plan must be submitted to the Office of the County Engineer for review at least two (2) weeks prior to the commencement of the project.
5. Any crossing installed by trenching or plowing in may be no more than eight (8) inches in width. The Company will apply surfacing materials and compact the site, returning it as close as possible to the original compaction. The Utility Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored. All road trenching and reconstruction shall be inspected and approved by the Road and Bridge Department.
6. Temporary utility lines that are parallel to a county maintained road must exist outside the clear zone. The clear zone on a gravel road is 10 feet from the outside edge of the shoulder of the road. The clear zone on a paved road is 14 feet from the outside edge of the shoulder of the road. Applicants are required to permit temporary lines that parallel a county maintained road, pass through culverts or cattle guards, as well as cross section lines.
7. Application fees are non-refundable. When a permit is requested the fee that is distributed by the Road and Bridge Department is considered the application fee. If the utility is not implemented, the fee **MUST** still be paid. Accounts will not be credited for unused or expired permits. Any refunds will be at the discretion of the Road and Bridge Department.

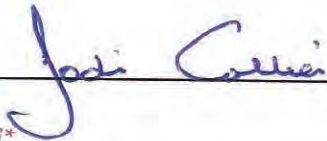
8. Utility company must comply with all terms and conditions stated herein, with particular attention to the required engineering standards. McKenzie County shall give written notice to utility company in the event it believes the utility company has failed to meet any of the terms or conditions of the permit. Utility company representative shall meet with McKenzie County engineer or his representative within three (3) days of such notice (unless a longer time is requested by McKenzie County) to discuss and review the alleged violation of terms and conditions: if utility company agrees with McKenzie County that terms and conditions have been violated, utility company shall begin work within 24 hours (or such longer time as McKenzie County might allow) to correct such violations of terms and conditions and shall work diligently until such violations are corrected. If utility company fails to begin work timely or diligently to correct such violations, utility company shall be deemed to have failed to comply with the CONDITIONAL CONSENT. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried, overhead, or temporary transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same. If utility company disagrees with McKenzie that it is in violation of the terms and conditions as outlined in the permit, utility company shall nevertheless comply with the demands of McKenzie; but, if it is later determined that McKenzie County was in error in its position, McKenzie County will reimburse utility company for its costs in complying with McKenzie County's demands.

For purposes of this permit "highway right-of-way" shall mean the highway right-of-way as it exists on the date of execution of this permit and shall also include that area within seventy-five feet of the center of the highway right-of-way over which the Board of McKenzie County Commission has control pursuant to North Dakota Century Code Section 24-01-42

AUTHORIZED AGENT OF THE UTILITY COMPANY

I, the undersigned, being an authorized agent of the Utility Company described in the above, do hereby agree on behalf of the Utility Company that all terms and conditions listed on the reverse will be complied with, and any assignment of this utility facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Signature:



Date:

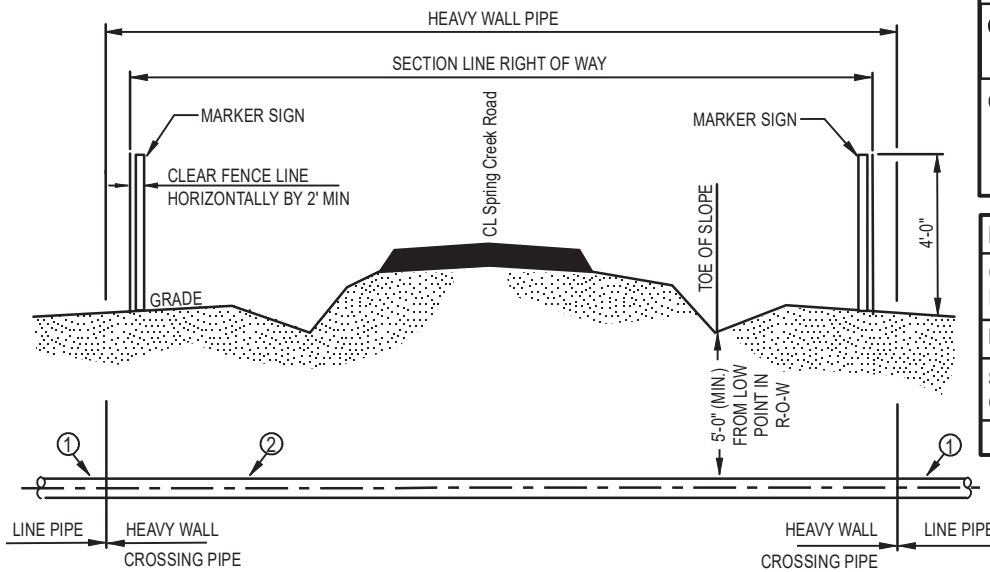
7-9-2019

*** PLEASE NOTE***

Permanent utility applications are valid for one year upon approval. After one year the applicant must re-apply for the permit.

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MCKENZIE COUNTY, NORTH DAKOTA
TOWNSHIP 149 N, RANGE 98 W, SECTION 30

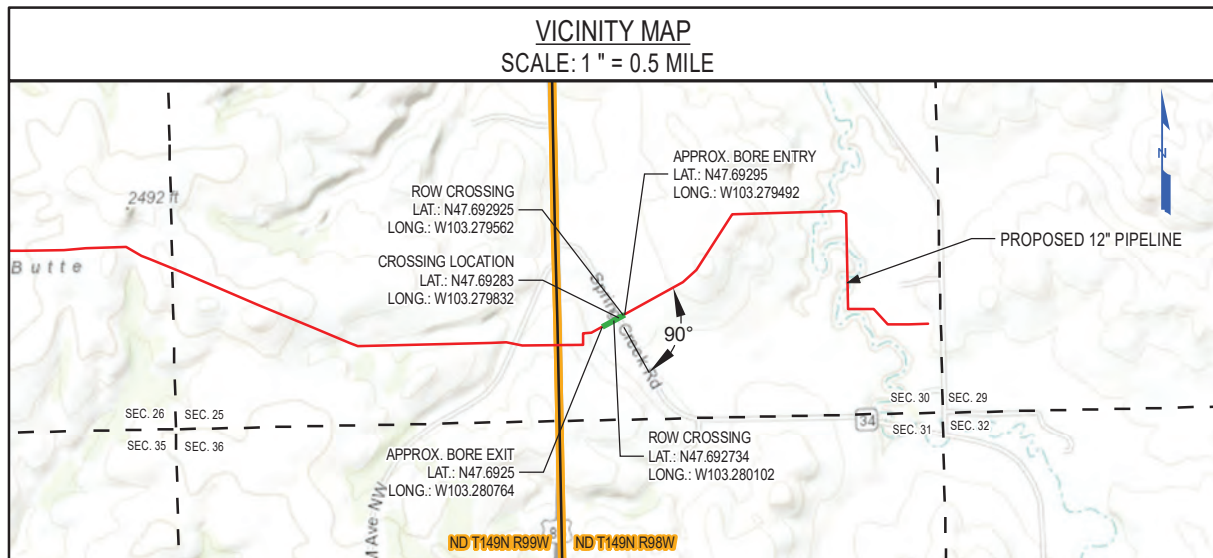


TYPICAL BORED ROAD CROSSING - UNCASSED

| LEGEND | |
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| ① | LINE PIPE 12.750" O.D. x 0.250" W.T., API-5L-X60W/ 14 - 16 mils FBE |
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HOUSTON, TX 77040



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Spring Creek Road
NDMK.LML.CR.0005.01.01

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Date:

5-31-2019

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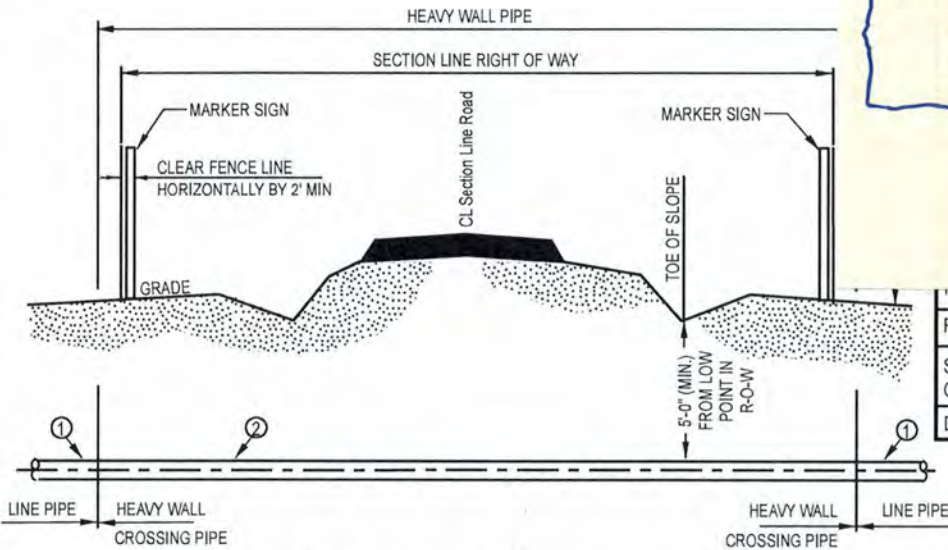
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MCKENZIE COUNTY, NORTH DAKOTA
TOWNSHIP 149 N, RANGE 99 & 100 W, SECTION

Have Norgard & Rotzen agreement for section 13 with permit OB1903195C-3

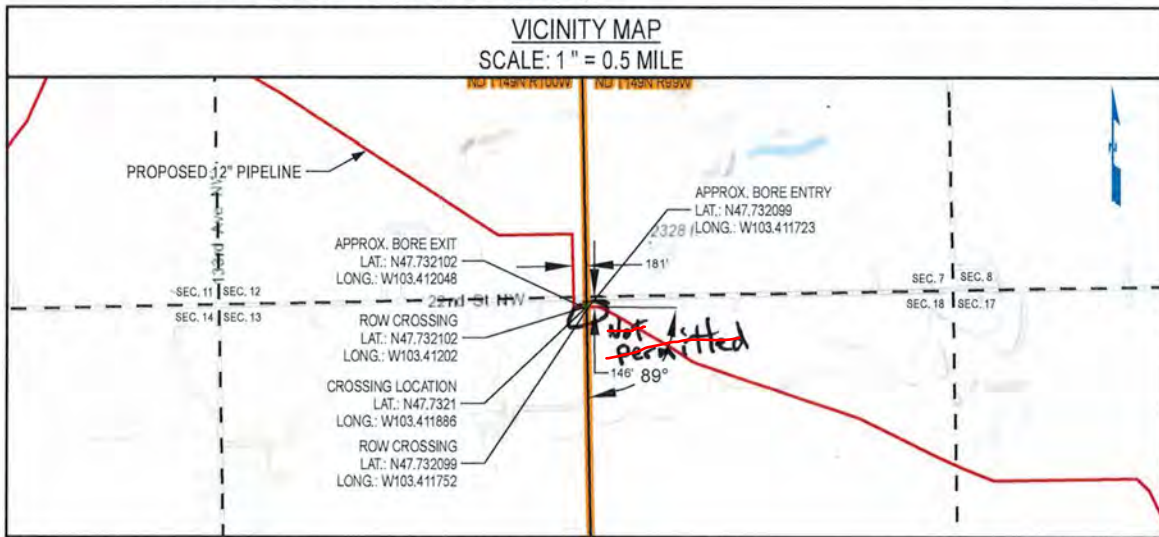
Missing agreement Sharon Bratcher section 18 T149 R99



| PROPERTY | VALUE (UNLESS NOTED) |
|-------------------------|----------------------|
| PIPE MATERIAL | CARBON STEEL |
| SPECIFICATION AND GRADE | API-5L-X60 |
| DESIGN PRESSURE | 1480 PSI |

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IMPLEMENTATION.

TYPICAL BORED ROAD CROSSING - UNCASSED



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| A | ISSUE FOR PERMIT | JJM | ERP | CJR | 02/07/2019 |



13105 NORTHWEST FREEWAY SUITE 850
HOUSTON, TX 77040



ONEOK
BAKKEN PIPELINE
A SUBSIDIARY OF ONEOK

PROPOSED 12" ONEOK PIPELINE (INDEX # 10629)
Section Line Road
NDMK.LML.CR.0025.00.02

| OWN BY | DATE | SCALE | PROJ NUMBER | DRAWING NUMBER | REV |
|--------|------------|--------|-------------|-------------------------|-----|
| JJM | 02/07/2019 | N.T.S. | OPL-009 | OPL009JTAM-01-GI-82-011 | A |

Return Recorded easements to:
US Land Professionals
PO Box 1990
Dickinson, ND 58602

ONEOK Bakken Pipeline, L.L.C., P.O. Box 871 Tulsa, OK 74102-0871
RIGHT-OF-WAY AGREEMENT

STATE OF NORTH DAKOTA }
COUNTY OF MCKENZIE }

AFE: **LITTLE MISSOURI LATERAL**
023.134.5660.010032.115201
TRACT: NDMK.LML.0025.00
NDMK.LML.0021.00

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called "Grantor", whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to ONEOK BAKKEN PIPELINE, L.L.C., its successors and assigns (hereinafter called "Grantee"), a permanent right-of-way and easement (the "Easement") to lay, install, construct, maintain, operate, repair, replace, abandon in place, change the size of, alter, inspect, test, protect, reconstruct, relocate, remove and any and all related uses thereto including, without limitation, land application of drilling mud (the "Permitted Uses") a pipeline and necessary and incidental facilities, equipment and appurtenances including, but not limited to valves, markers and cathodic protection equipment (the "Facilities"), across, along, under and upon the lands of Grantor in the County of McKenzie State of North Dakota, To wit:

A permanent right-of-way and easement thirty feet (30') in width consisting of fifteen feet (15') on each side of the location of the centerline of the Facilities as actually laid, installed or constructed, and a temporary construction right-of-way and easement of an additional forty-five feet (45'), across the lands of Grantor more fully described as follows:

Township 149 North, Range 99 West of the 5th P.M.
Section 17: N $\frac{1}{2}$ SW $\frac{1}{4}$
Section 18: Lot 1

This easement is specifically subject to Exhibit B attached hereto and made a part hereof

Said lands of Grantor, and the approximate centerline of the Easement, being as depicted on the attached Exhibit "A", which is incorporated herein by reference.

Grantor acknowledges that engineering, construction and other factors, including but not limited to construction difficulties and terrain variations, may cause the centerline of the Facilities as constructed to vary somewhat from the approximate centerline, but Grantee shall cause the actual centerline of the Facilities as constructed to be within fifty feet (50') from the nearest point of the approximate centerline, unless Grantor approves in writing a greater distance. If Grantee requests Grantor in writing to approve a greater distance, (i) Grantor agrees not to unreasonably withhold such approval (and if Grantor does not notify Grantee in writing of its refusal to grant such request and its reasons therefor within thirty (30) days after request, then such approval shall be deemed to have been given), and (ii) if such approval is given or deemed to have been given, and the same results in additional acreage of Grantor being encumbered by the Easement, then Grantor shall be entitled to have its compensation for the Easement increased by Grantee proportionate to the increase in acreage.

If the centerline of the Easement based on the location of construction of the Facilities should differ from the approximate centerline, but is in accordance with the above requirements, then Grantor authorizes Grantee, at Grantee's option, to execute and file of record an instrument amending the Easement so as to reflect the actual centerline of the Easement, without any requirement of joinder therein by, or further consent of, Grantor, and such instrument shall be effective to so modify the centerline of the Easement. However, should Grantee so request in writing, Grantor agrees to sign, acknowledge and return to Grantee any such amendment, or any instrument ratifying any such amendment, within thirty (30) days after written request.

During construction, in addition to those areas identified on the attached Exhibit "A", Grantee shall have the right to use additional work space(s) of up to one hundred fifty feet by two hundred feet (150' x 200'), or of different configuration but equivalent square footage, as selected by Grantee, contiguous to the Easement area at any or all crossings of roads, railroads, canals, streams, terraces, foreign line crossings, points of inflection, sandy surfaces, uneven terrain and areas where Grantee intends to bore or directionally drill.

The Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the Permitted Uses or the Facilities. Grantor may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by Grantee or any of the rights herein granted (the "Retained Rights"); provided, however, that Grantor shall not impound or permit to be impounded water upon the Easement, change or permit to be changed the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant or permit to be planted any trees or shrubs upon the Easement which would interfere with Grantee's exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of the Facilities. The Grantee shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, for so long as said Easement is used by Grantee or useful to Grantee, with ingress to and egress from said premises for the Permitted Uses. However, Grantee shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records.

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 granted. 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 every person claiming, or laying claim to, same or any part hereof.

The Grantee agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described Easement which are caused by the Permitted Uses. Furthermore, Grantee shall compensate Grantor for damages to the right-of-way surface, including damages for growing crops, which may be occasioned upon said Easement by the Permitted Uses.

Except for vent pipes, pipeline markers and cathodic protection equipment at public roads, fence lines and waterways, or as required by applicable laws, rules and/or regulations, Grantee shall not install any above ground appurtenances on the property.

No failure to comply with any covenant on the part of Grantee shall be construed as a breach of this agreement unless and until written notice has first been given to Grantee identifying specifically the basis upon which Grantor believes that Grantee has failed to comply with such covenant, setting out the grounds therefor, and Grantee has then failed to correct such failure within thirty (30) days after receipt of such notice or if such failure is disputed has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 8th day of May, 2019.


SHARON BRATCHER

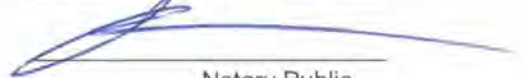
STATE OF Arizona

COUNTY OF Maricopa

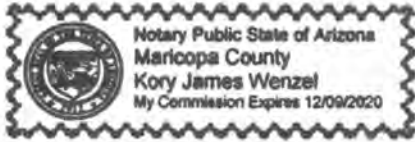
On this 8th day of May, 2019, before me, a Notary Public in and for said County and State, personally appeared **SHARON BRATCHER** to me personally known to be the identical person who executed the within and forgoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

My commission expires: 12/9/20



Notary Public



**EXHIBIT B
TO
PIPELINE RIGHT OF WAY GRANT**

OWNER: Sharon Bratcher

OPERATOR: ONEOK Bakken Pipeline, L.L.C.

REGARDLESS OF LANGUAGE TO THE CONTRARY CONTAINED IN THE PIPELINE RIGHT OF WAY GRANT / EASEMENT THE FOLLOWING SHALL CONTROL:

Definitions:

“Owner” means the OWNER named above and his/her/its/their employees, agents, contractors and invitees.

“Operator” means the OPERATOR named above and its employees, agents, contractors, and invitees.

“Easement Corridor” means that area lying within the easement boundaries here granted.

PIPELINE INSTALLATION DAMAGES: Operator shall be responsible for all damages caused by it during the installation of the pipeline contemplated by the Right of Way Agreement.

PIPELINE: This Agreement provides Operator the privilege to lay, construct, maintain, operate, repair, replace with same size pipe, inspect, and remove for the transportation of hydrocarbons only, no more than one (1) pipeline and other appurtenances expressly allowed under the terms set out herein:

- **Number of Pipeline(s), Easement Width and Depth:** Installation and easement is limited to one (1) pipeline in one (1) trench within the Easement Corridor together with necessary underground fittings, appliances and associated equipment.
 - The permanent width of the Easement Corridor shall be thirty **(30) feet**.
 - During initial construction of the pipeline(s), the Easement Corridor shall be seventy-five (75) feet in width. Operator shall also shall have the right to use additional work space(s) of up to one hundred fifty feet by two hundred feet (150' x 200'), or of different configuration but equivalent square footage, as selected by Operator, contiguous to the Easement Corridor at any or all crossings of roads, railroads, canals, streams, terraces, foreign line crossings, points of inflection, sandy surfaces, uneven terrain, and areas where Grantee intends to bore or directionally drill.
 - Operator shall bury the top of the pipe at least sixty (60) inches below the surface of the ground at all fence crossings.
 - No other pipelines or apparatus, whatsoever are allowed without separate, written approval from Owner.
1. **Consultation:** Owner and Operator agree that any pipeline to be constructed under the terms of this Agreement shall be in consultation with the Owner.
 2. **Route and Map Incorporation:** The route of the pipeline(s) shall be pre-determined and agreed upon by Owner and Operator before construction shall begin. A map shall be attached to and incorporated herein for the purpose of a proposed pipeline route. This route may be changed upon Operator's consultation with and written approval of Owner.

3. **Construction Start Date:** Subject to events of force majeure, construction and installation of a pipeline within the Easement Corridor must start within one hundred eighty (180) days from date Owner executes the subject easement. If construction and installation has not started within the two (2) year period, this Easement automatically terminates unless extended in writing by Owner and Operator.
4. **Time by Which Construction Must be Completed:** Operator agrees to complete construction of the pipeline(s) for which this Easement is granted no later than eighteen months from the commencement of construction (meaning commencement of clearing easement for construction). If any pipeline is not constructed during this time period, the Operator will be deemed to have abandoned the rights to construct that pipeline and this Easement shall terminate as to such pipeline. If no pipeline for which this Easement is granted has been constructed within the allowed time, then the Easement shall terminate in its entirety.
5. **Term of Agreement and Term Extension:** The duration of this Easement shall be for a term of twenty-five (25) years from the date of the execution by Owner. The Easement may be renewed for additional twenty-five (25) year terms for as long as the Easement is needed by the Operator by Operator making payment prior to expiration of the initial term or any extended period always at the applicable market rates but no less than the sum initially paid.
6. **Compensation:** Compensation has been agreed to between Operator and Owner and is as set out in a separate document. Operator has agreed to compensate Owner a specific monetary sum for the usual, ordinary, and expected damages incurred during the installation of a pipeline and reclamation of the Easement Corridor and access points. Operator shall compensate Owner for future loss, if any, as provided in Paragraph 10 below and for extraordinary and unexpected damages.
7. **Tenant/Farmer Direct Payment:** If the installation of the pipeline(s) occurs after the planting of crops or before the harvest of hay on the Easement Corridor, in addition to other compensation agreed to be paid by Operator to Owner, Operator agrees to pay Owner or Owner's tenant, as their interests may appear, either (i) the amount agreed to between the parties, or (ii) the established yield as determined by the Farm Services Agency (FSA) per mile for growing or planted crops, or hay land where applicable, within the Easement Corridor which were destroyed as a direct result of the initial construction and installation of the pipeline(s). This provision shall not apply if payment by Operator has been prepaid for such contemplated damages.
8. **Payment for Additional Disturbances:** Operator shall pay Owner or Owner's tenant, as their interests may appear, for any entry onto the premises after initial construction and reclamation of the Easement Corridor which results in additional surface damages, including damages to crops, grasslands, livestock, or improvements.
9. **Nonexclusive Easement:** This easement is nonexclusive. Owner shall be permitted to grant easements to others that parallel and/or cross Operator's easement, provided that such future easements granted that run parallel to Operator's easement shall not lie within the Easement Corridor here granted without Operator's consent, which shall not be unreasonably withheld. Any future easements granted by Owner that cross the Easement Corridor must not unreasonably interfere with Operator's use of its easement. Owner reserves the right to farm, graze, and otherwise fully use and enjoy the Easement Corridor, provided Owner agrees not to construct or create any obstruction (including planted trees), structure, or engineering work on the Easement Corridor that will interfere with the safety of the pipeline and/or rights and interests of Operator herein granted.

10. **Future Loss:** Operator shall be liable for any damage to Owner, Owner's property (whether real or personal), Owner's tenant, and Owner's tenant's property in excess of usual, expected, and ordinary damage sustained during initial construction, installation, inspection, maintenance, repair, replacement, removal, and reclamation of the pipeline(s). Such damage includes but is not limited to personal injury or death of Owner; damage, injury, or death to livestock; and damage to lands within and adjacent to the Easement Corridor.

- In the event such excess damage or injury is a result of Operator's operations and/or activities, Operator will pay reasonable compensation to Owner or Owner's tenant, as their interests may appear, for such loss.
- Operator shall also be responsible for any damage caused by activities of its subcontractors during the construction, installation, inspection, maintenance, repair, replacement, removal, and reclamation of said pipeline(s).

Nothing in this paragraph shall impose liability upon Operator for the negligence, reckless, or intentional acts of Owner.

11. **Hold Harmless and Indemnification:** Operator agrees to indemnify, defend, and hold Owner harmless from the claims and demands of all parties arising out of Operator's operations and/or activities relating to the construction, installation, reclamation, use, inspection, and maintenance of the pipeline or Easement Corridor.

Operator also undertakes and does hereby agree to indemnify, defend, and hold Owner harmless from any and all liability, costs, and attorney's fees Owner suffers as a result of claims, demands, costs, or judgments against Owner, arising out of Operator's activities and/or operations on Owner's property, including but not limited to any environmental damage caused by Operator or by Operator's noncompliance with any environmental law, order, administrative law, or rule adopted or promulgated by the State of North Dakota or the United States of America or any board, agency, or commission of either. This hold harmless and indemnification shall also include, but is not be limited to, any claims by contractors, subcontractors, or others for money owed to them as a result of construction, installation, repair, or maintenance of Operator's pipeline or easement. This indemnification and hold harmless shall also include any award of damages against Owner for negligent, reckless, or intentional conduct of Operator, its employees, or its agents.

Nothing in this paragraph shall impose liability upon Operator for the negligent, reckless, or intentional acts of Owner.

12. **Gates and Fencing:** Upon request, Operator shall, within reason as determined by Operator, construct and maintain temporary gates and/or fences across or around, as applicable, any open construction trench within the Easement Corridor during Operator's initial construction and installation of pipeline(s) so as to avoid injury to or interference with Owner's livestock or that of Owner's tenant, if applicable, during said construction.

If Owner should so desire, Owner may place a fence capable of turning livestock across or adjacent to the Easement Corridor after the pipeline has been installed, provided that Owner shall perform any such construction within the Easement Corridor in a safe manner.

13. **Ingress and Egress to Easement Corridor for Inspection and Repair:** Operator shall make reasonable good faith efforts to notify Owner in advance before accessing the pipeline for inspection and repair and shall use existing roads or trails or the Easement Corridor for ingress and egress to inspect or repair the pipeline,

unless such ingress or egress required is due to an emergency or Owner is notified and gives consent to use other ingress and egress points.

14. **Notification of Surface Activities:** Before entering Owner's land, Operator shall make good faith efforts to notify Owner and Owner's tenant in advance of proposed, non-emergency activities to be conducted upon the surface of the said land.
15. **Daylighting of Pipeline:** Should Owner need to have pipeline(s) exposed for Owner's reasonable needs, including but not limited to installation of underground utilities for Owner's use, locating the pipeline(s) to prevent damage or injury to the pipeline(s), or other reasonable needs that Owner may have, Operator will locate and expose the pipeline(s) for Owner upon a reasonable and timely request made by Owner to Operator.
16. **Surface Structures:** Operator agrees that there shall be no above-ground installations, surface equipment, structures, or apparatus installed on the Easement Corridor or otherwise on Owner's land without the express, written consent of Owner, except pipeline markers, vent pipes, cathodic protection equipment, test leads, or rectifiers. Surface structures will not be permitted on tillable acreage except pipeline markers, vent pipes, cathodic protection equipment, test leads, or rectifiers which shall be placed at fence lines and property boundary.
17. **Mineral and Aggregates Reservation:** Owner reserves all oil, gas, and other minerals in, on, and under said lands, including, but not limited to, gravel, clay, and scoria that Owner owns at the time Owner executes this conveyance. To the extent Owner has the authority, Owner shall not be permitted however to drill or operate equipment for the production or development of oil and gas on the surface of the Easement Corridor, but this limitation will not prevent directional drilling and other means so long as such activities do not damage, destroy or interfere with Operator's use of the Easement Corridor for the purposes granted herein.
18. **Commercial Deposits of Scoria, Sand, and Gravel:** Owner shall have the right to exploit and/or mine all commercial quantities of coal, scoria, gravel, sand, and/or aggregates [hereinafter collectively "surface minerals"] on or under the lands described in the Easement; provided, however, this clause shall not serve to terminate or amend any existing mineral or materials leases.

Should Operator's pipeline interfere with Owner's right to exploit or mine any surface minerals, Operator shall either:

- (i) Pay for the value of the surface minerals in place in lieu of Owner exploiting and/or mining the same;
- (ii) Exploit or mine to the satisfaction of Owner the surface minerals before installation of the pipeline and stockpile the same on Owner's adjacent lands; or
- (iii) Move one time the pipeline(s) to an alternate location at Owner's request and at Operator's own expense to accommodate exploitation and/or mining of surface minerals.

Owner must provide Operator with ninety (90) days' written notice of intent to exploit or mine surface minerals on or under the lands described in the Grant of Easement.

- If Operator elects to pay for the value of the surface minerals in place, it is the intent of the parties that Owner be paid for surface minerals that cannot be exploited or mined as a result of the pipeline(s) presence, not only surface minerals located within the Easement Corridor.

- Should Operator elect to exploit or mine and remove the surface minerals during the installation of the pipelines or at any time thereafter, it shall stockpile the surface minerals as noted above. Owner shall provide a location suitable for the stockpile at no cost to Operator.
- Should Operator elect to move its pipeline(s) to accommodate exploitation and/or mining of surface minerals, it must notify Owner within thirty (30) days of notice from receipt of Owner's intended exploitation or mining operations. Prior to commencement of such relocation by Operator, Owner agrees to execute a second Grant of Easement containing substantially the same or similar terms with Operator, without requiring additional compensation.
- If Owner mines or exploits surface minerals, pursuant to the above, Operator's obligations for reclamation of the lands affected by said mining or exploitation shall be adjusted to a scope of work reasonable, considering said mining or exploitation.

The Parties will enter into an agreement suitable for whichever activity Operator selects above describing the rights and responsibilities of the Parties.

Before the provisions of this paragraph shall be required to be complied with by Operator, after its pipeline(s) are installed, surface mineral must be first mined in an area adjacent to the pipeline easement of one (1) acre or more or removal of 2,000 cubic yards or more by Owner or its designee, and reasonable testing to confirm that the commercial vein of such surface minerals lies within the Easement Corridor must be conducted.

19. **Debris and Rocks:** Operator shall remove all debris, pick rocks four (4") inches in diameter or larger brought to surface and either remove them or bury them at a location designated by Owner, replace topsoil to as near preconstruction condition as possible, compact trench and restore the disturbed area. Operator shall give notice to Owner that topsoil has been replaced and allow Owner 24 hours to inspect such replaced topsoil for presence of rocks four inches (4") or larger in the replaced topsoil. After such notice to Owner by Operator, Owner may give Operator notice of rocks or debris encountered promptly after topsoil has been replaced over the trench so that rocks four inches (4") or larger in diameter may be removed prior to commencement of further reclamation. Operator shall take immediate steps to remove or bury such debris and rocks within sixty (60) days from date of written notice unless such period is extended with consent of Owner. If debris and rocks are not timely removed or buried as contemplated herein, unless weather and soil conditions prevent timely removal or burial within the sixty (60) day period after such written notice (subject to extension upon consent by Owner), Operator shall pay to Owner the lump sum of \$1,500.00 plus \$50.00 per day from date of notice until the debris and rocks are removed or buried and restoration work is complete.
20. **Control of Weeds:** Operator shall employ timely efforts to control and prevent weeds from growing and going to seed on and in the Easement Corridor for a minimum period of time of not less than three (3) growing seasons following reclamation of the Easement Corridor after the final pipeline is installed under this Easement. Such means of controlling weeds shall be clipping or use of chemicals to control such weed growth as might occur.
21. **Restoration of Disturbed Areas:** All disturbed surfaces which are not tilled crop land will be re-seeded at Operator's expense with either of the following as determined by Owner:
- (i) an approved local NRCS seed mixture; or
 - (ii) same seed as was growing in the area prior to disruption.

Operator will seed and re-seed pasture and/or grasslands as often as necessary to establish a catch consistent with the condition of the pasture and/or grasslands prior to Operator's entry upon the lands. Owner shall have the right for a period not to exceed three (3) years from date of completion of the pipeline to make reasonable determination that the ground and foliage have been satisfactorily restored.

During construction, installation, maintenance, or repair of the pipeline, topsoil shall be set aside and then replaced with a minimum of four inches (4") of topsoil on the top of any disturbed land during restoration or covering of trenches dug for installation, repair, maintenance, replacement, or removal of any pipeline.

All tracks, ruts, and equipment surface disturbances shall be removed by grading or filling in such tracks or ruts with topsoil.

In connection with open trenches and or excavated holes or pits to be back filled, the top twelve (12) inches shall be compacted using standard wheel pack methods. Backfill material shall be placed in the ditch utilizing sediment with no greater than ¾" outer diameter material to allow fill material to flow, with no voids, around pipe for a minimum of 18" above the pipe.

Operator shall not deposit drilling mud thicker than three (3) inches in the trench during reclamation operations.

22. Restoration Upon Abandonment: Upon final abandonment of the pipeline(s), Operator shall comply with all local, state and federal laws, rules, and regulations concerning the same. Operator shall remain responsible for any hazardous or dangerous condition relating to the pipeline(s).

23. Miscellaneous:

- Operator will restore the surface to its original contour as nearly as practicable, the disturbance to which shall be occasioned by the construction, maintenance, or operation of said pipeline under and through the above-described land.
- During reclamation, Operator shall keep the right of way level with surrounding grade and shall fill in all washouts and areas that have settled below surrounding grade with topsoil supplied by Operator.
- Operator will take all steps reasonably necessary to prevent erosion of the Easement Corridor.
- As to tree rows and other wooded areas which occur in the Easement Corridor, Operator will minimize the clearing of any wooded areas or shrubbery.
- Confidentiality provisions in the Pipeline Right of Way Grant, Release of Damages, or Payment Agreement, if any, are hereby struck and void.
- Owner must approve all fence repairs. Such approval will not be unreasonably withheld.
- Operator agrees that if a water flowing spring develops during and resulting from the construction of the pipeline, and the spring continues to flow or cause a

wetland like area in otherwise agriculturally productive lands the Operator shall pay for the total value of lost production and shall continue to pay per harvest year as long as the lands are not able to produce crop. The price paid shall be an amount equal to the total amount of acres burdened by water damage multiplied by the commodity price of crop planted on adjacent acreage and the corresponding yield.

24. **Abandonment by Nonuse:** If any of Operator's pipeline(s) are abandoned by nonuse (provided that, if Operator continues maintaining the same as required by any applicable regulatory authority, Operator shall be deemed to be using the pipeline) for a period of thirty-six (36) consecutive months, this Easement becomes null and void and will be released of record and Operator's rights to the same shall automatically, without further action on the part of Owner, revert to the Owner.

- The abandonment of or failure to maintain the pipeline does not, however, relieve Operator of any liability regarding the pipeline.
- Upon abandonment as provided above, Operator will make every effort to render pipeline clean and safe for dormancy.
- Operator, at its expense, shall remove the pipeline from Owner's property, if a local, state, or federal government agency or other governing regulatory body requires at any time that the pipeline be removed.

The provisions of the paragraph shall not apply for any period of time when such nonuse or failure to maintain the pipeline is the result of force majeure and/or enforcement of any governmental rule or regulation temporarily prohibiting the use of the pipeline.

25. **Right to Cure:** In the event Owner deems or considers Operator to be in default of any provision or requirement enumerated below, Owner shall provide written notice to Operator of said default and Operator shall then have **sixty (60)** days (except as otherwise set forth in subparagraph F below) from receipt of said notice to commence to cure or contest the claimed default. Notwithstanding any other provision of this Exhibit, in the event Operator fails to comply with its obligations under one or more of items A through F below after such notice and right to cure, Operator agrees to pay Owner as damages (per occurrence) a one-time payment equal to \$7,500.00 or actual damages, whichever is greater, together with attorney fees and costs incurred by Owner in enforcing any of the items below, should a court of competent jurisdiction rule in favor of Owner in whole or in part for the enforcement of any of the items enumerated below or for the collection of such penalty.

- A. No construction shall occur under this right of way from January 1 through April 1, unless there is separate written permission from Owner. If construction occurs on such dates without separate written permission from Owner for such construction, this Easement shall immediately terminate.
- B. Unless separate written permission is obtained as set out in paragraph A above, the pipeline trench must be fully backfilled and topsoil must be replaced on the Easement Corridor on or before December 31. Notwithstanding the above, Operator maintains the right, on any date, to maintain all fence gaps disturbed during construction activities, perform Storm Water Pollution Prevention Plans inspections, perform soil stabilization, and install or maintain erosion control devices within the Easement Corridor to comply with Operator's environmental policy or otherwise maintain the pipeline. Notwithstanding anything herein to the contrary, final reclamation of this Easement Corridor may take place after

April 1 of the year following initial construction so long as such reclamation is completed on or before May 20th of the year following initial construction. Owner and Operator may alter these time requirements to account for weather or other conditions impacting construction and reclamation by separate, written agreement.

- C. Operator must remain on the Easement Corridor or on existing roads or well site locations for which it has a right of access. No right of way is given by Owner to Operator other than the Easement Corridor, unless provided for in a separate, written agreement between Owner and Operator.
- D. No livestock will be let out by Operator. Exterior gates, if any, shall remain closed at all times while Operator is on the Easement Corridor. Interior gates shall remain closed if closed when Operator enters the Easement Corridor or left open if open when Operator enters the Easement Corridor or otherwise as further directed by Owner or Owner's tenant. Operator shall not cause damage to fences while Operator is on the Easement Corridor. All permanent gates installed by Operator shall be steel gates mounted on steel "H" braces, not wire gates. During initial construction, fence gaps shall be no wider than fifty (50) feet without additional pole support and shall in all cases have sufficient tension to turn back livestock. Failure of any fence gap to turn livestock shall entitle Owner to exercise the Right to Cure provisions above and subject Operator to penalty as provided in this subparagraph. Due to the immediate need to keep livestock contained, in the event livestock are, as a direct result of activities of Operator or its contractors, not contained, Owner may take immediate steps to repair the fence or gate, as the case may be, and, upon notice by Owner, Operator shall be responsible to reimburse Owner, within thirty (30) days following the receipt of an invoice, the reasonable cost incurred by Owner to repair the fence to the condition existing prior to the damage caused by Operator to the fence or gate and to contain the livestock. In the event that Operator fails to reimburse such costs within thirty (30) days following receipt of such invoice, then Operator shall be subject to the monetary compensation to Owner as outlined above.
- E. Operator will not use, access, or install the pipeline on Owner's property covered under this Easement during conditions that can be described as being "muddy or frozen conditions" without Owner's express consent during the initial installation of the pipeline. Operator reserves the right to use, access, and travel along Operator's right of way during "muddy or frozen conditions" in cases of emergency or otherwise to remove Operator's or its contractor's equipment from the Easement Corridor should it become muddy or frozen. In the event of a dispute over the determination of "muddy or frozen conditions," then a disinterested third party may be introduced to settle the dispute.
- F. Owner shall notify Operator about the location of any sinkhole that is located in the Easement Corridor or caused by Operator's activities. Operator shall take immediate steps to fill in the sinkhole. In the event Operator does not fill in the sinkhole within sixty (60) days from the date of notice (subject to extension upon consent of Owner), Operator shall pay to Owner, in addition to the amount set forth above in this "Right to Cure" section, the amount of \$50.00 per day from date of notice until the work is completed and the sinkhole filled in. The additional penalty of \$50.00 per day shall not apply if a longer period of time is requested by Owner.

Upon Owner providing notice or contact concerning the above items A through F,

Operator shall at a minimum make contact with Owner within 24 hours by telephone, email, facsimile transmission, or in person acknowledging notice from or contact by owner. At Owner's request, Operator shall, during the work week (Monday through Friday), make an onsite inspection to assess issues raised by Owner, formulate a plan for resolution, and communicate the plan to Owner. Operator's time for response and onsite visit may be reasonably extended at Owner's request or agreement or as a result of climatic or road conditions.

26. **No Warranty of Title:** Owner does not warrant or guarantee title to the Easement granted. Operator is put on notice that the Easement and Easement Corridor may be subject to superior rights, including but not limited to rights of mineral development that precede this grant of easement.
27. **Attorney's Fees:** Should Owner engage legal counsel to enforce any provision of the Easement including this Exhibit, and should the Court rule in favor of the Owner in whole or in part, Operator shall be responsible for Owner's reasonable attorney's fees and costs.
28. **Operator's Current Contact Information for Purpose of Notice:** Should Owner be required to provide notice or otherwise need to contact Operator for any matter relating to this Easement, Operator may be notified and contacted at:

ONEOK Bakken Pipeline, L.L.C.
Attn: Land Department
100 West 5th Street
Tulsa, OK 74103
(918) 588-7000

29. **Notice:** If Operator's contact information should change, Operator shall promptly provide Owner a change of mailing address, telephone number, and email address to which Owner may provide notice when required under this Agreement. Until Owner receives such notice in writing from Operator, notice to the above address shall be deemed sufficient for purposes of this Agreement.

If Operator assigns or otherwise conveys its interest or rights hereunder to another, Operator shall provide Owner contact information within thirty (30) days of assignment. Until Owner receives such notice in writing from Operator, notice to the above address shall be deemed sufficient for purposes of this Agreement.

BINDING EFFECT: All provisions of this Agreement and Exhibit are binding upon Owner and Operator, their heirs, assigns, and estates.

OWNER



Sharon Bratcher

OPERATOR

ONEOK Bakken Pipeline L.L.C.

By: _____

Title: _____

AFE: **LITTLE MISSOURI LATERAL**
023.134.5660.010032.115201

TRACT: NDMK.LML.0025.00
NDMK.LML.0021.00

RECEIPT AND RELEASE

For and in consideration of the sum of One-Hundred Seventy Six Thousand Forty Three 00/100 Dollars (\$176,043.00) this day paid to the undersigned by ONEOK Bakken Pipeline, L.L.C., the receipt of which is hereby acknowledged, the undersigned for themselves, their successors and assigns, releases and forever discharges ONEOK Bakken Pipeline, L.L.C., its successors, assigns, agents, contractors, and employees, from all damages, claims, and demands, subject to the provisions hereinafter set forth, arising from the installation, construction and repair of a pipeline, and appurtenances, and if the installation of the pipeline occurs after the planting of crops or before the harvest of hay on the Easement Corridor, ONEOK agrees to pay Owner's tenant for growing or planted crops, or hay land, where applicable, within the Easement Corridor which were destroyed as a direct result of the initial construction and installation of the pipeline thereto through over, under and across the following described land in McKenzie County, State of North Dakota, to wit:

Township 149 North, Range 99 West of the 5th P.M.
Section 17: N½SW¼
Section 18: Lot 1

It is understood and agreed that damages on land, have been paid on the pipeline right-of-way and work space necessary for construction as noted above.

This 8th day of May, 2019


SHARON BRATCHER

AGENT ~

ONEOK Bakken Pipeline, L.L.C.

ONEOK CK # _____

Landowner Permission Form

This certifies that _____ is/are authorized to enter upon the property of _____ for the purpose of _____

Permission is valid for the dates _____ to _____

Participants assume the risk of entering the land and of taking part in above activities and release the landowner from liability.

Date

Signature of Landowner / Lessee

Contact Number

McKenzie County Highway Department Application Fee Schedule

Revised May 7th, 2018

Approach Permit:

- Farm/Single/Multi-Family \$250/each
 - Unauthorized Approach \$2,500/each
- Commercial/Industrial \$500/each
 - Unauthorized Approach \$5,000/each
- Temporary Approach \$100/each
- Absence of approach marker/stake upon field review \$200/each

Applicants are to re-apply for permit after 1 year if proposed approach has not been constructed.

Applicants are to re-apply for permit after 1 year if proposed approach has not been constructed.

Utility Permit (Permanent):

Applicants are to re-apply for permit after 1 year if the underground/overhead utility has not been implemented

- Section Line Crossing underground/overhead \$25/each
- Buried Cable-Bored \$250/each
- Road Crossing Bore up to 12" diameter \$500/each
- Road Crossing Bore over 12" diameter \$1,000/each
- Unauthorized Utility (Permanent) \$5,000/each
- Overhead Utility Crossing \$250/each

Minimum clearance is 18 feet over all public streets, roadways, non-residential driveways with truck traffic.

- Utility Parallel to road or section line in right-of-way \$500/mile

Permanent utilities must stay outside of the clear zone on any county road. On a gravel road, the clear zone is 10ft from the outside edge of the shoulder into the road ditch. On a paved road, the clear zone is 14ft from the outside edge of the shoulder into the road ditch.

- Electrical or telecommunication j-box, vault, pole within right of way \$500/each
- Clear Zone Violation (Permanent) \$5,000/mile
- Manhole or other appurtenance in Right of Way \$5,000/each or per mile

Utility Permit (Temporary):

- Temporary Section Line Crossing (surface) \$25/each
- Working in Right of Way \$250 minimum/location
- Temporary utility in Right of Way \$250/mile

Temporary utilities must stay outside of the clear zone on any county road. On a gravel road, the clear zone is 10ft from the outside edge of the shoulder into the road ditch. On a paved road, the clear zone is 14ft from the outside edge of the shoulder into the road ditch.

- Clear Zone Violation (Temporary) \$1,000/mile or occurrence
- Crossing through culvert or cattle guard \$100/each
- Unauthorized Temporary Utility \$5,000/mile or occurrence

Applicants are to re-apply for permit after 180 days if the temporary utility has not been implemented

Cattle Guard

- Cattle Guard \$250/each
- Unauthorized Cattle Guard \$3,000/each

Miscellaneous

- County of McKenzie County property crossing \$7,500/occurrence

NOTE For temporary and permanent utility lines in the right-of-way, the cost of the placement will be based on rounding up to the nearest tenth of a mile.

Return Recorded easements to:
US Land Professionals
PO Box 1990
Dickinson, ND 58602

ONEOK Bakken Pipeline, L.L.C., P.O. Box 871 Tulsa, OK 74102-0871
RIGHT-OF-WAY AGREEMENT

STATE OF NORTH DAKOTA }
COUNTY OF MCKENZIE }

AFE: 023.134.5660.010090.115202

TRACT: NDMK.LML.0024.00

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner (hereinafter called "Grantor", whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to ONEOK BAKKEN PIPELINE, L.L.C., its successors and assigns (hereinafter called "Grantee"), a permanent right-of-way and easement (the "Easement") to lay, install, construct, maintain, operate, repair, replace, abandon in place, change the size of, alter, inspect, test, protect, reconstruct, relocate, remove and any and all related uses thereto including, without limitation, land application of drilling mud (the "Permitted Uses") a pipeline and necessary and incidental facilities, equipment and appurtenances including, but not limited to valves, markers and cathodic protection equipment (the "Facilities"), across, along, under and upon the lands of Grantor in the County of McKenzie State of North Dakota, To wit:

A permanent right-of-way and easement fifty feet (50') in width consisting of twenty-five feet (25') on each side of the location of the centerline of the Facilities as actually laid, installed or constructed, and a temporary construction right-of-way and easement of an additional twenty-five feet (25'), across the lands of Grantor more fully described as follows:

Township 149 North, Range 99 West of the 5th P.M.
Section 18: W1/2NE1/4, E1/2NW1/4

The Easement herein granted is for one pipeline only (along with other necessary and incidental Facilities) and such pipeline is to be buried at least forty-eight inches (48") below ground except in rock where the pipeline is to be buried at least twenty-four inches (24") below ground.

Said lands of Grantor, and the approximate centerline of the Easement, being as depicted on the attached Exhibit "A", which is incorporated herein by reference.

Grantor acknowledges that engineering, construction and other factors, including but not limited to construction difficulties and terrain variations, may cause the centerline of the Facilities as constructed to vary somewhat from the approximate centerline, but Grantee shall cause the actual centerline of the Facilities as constructed to be within fifty feet (50') from the nearest point of the approximate centerline, unless Grantor approves in writing a greater distance. If Grantee requests Grantor in writing to approve a greater distance, (i)

Grantor agrees not to unreasonably withhold such approval (and if Grantor does not notify Grantee in writing of its refusal to grant such request and its reasons therefor within thirty (30) days after request, then such approval shall be deemed to have been given), and (ii) if such approval is given or deemed to have been given, and the same results in additional acreage of Grantor being encumbered by the Easement, then Grantor shall be entitled to have its compensation for the Easement increased by Grantee proportionate to the increase in acreage.

If the centerline of the Easement based on the location of construction of the Facilities should differ from the approximate centerline, but is in accordance with the above requirements, then Grantor authorizes Grantee, at Grantee's option, to execute and file of record an instrument amending the Easement so as to reflect the actual centerline of the Easement, without any requirement of joinder therein by, or further consent of, Grantor, and such instrument shall be effective to so modify the centerline of the Easement. However, should Grantee so request in writing, Grantor agrees to sign, acknowledge and return to Grantee any such amendment, or any instrument ratifying any such amendment, within thirty (30) days after written request.

During construction, in addition to those areas identified on the attached Exhibit "A", Grantee shall have the right to use additional work space(s) of up to one hundred fifty feet by two hundred feet (150' x 200'), or of different configuration but equivalent square footage, as selected by Grantee, contiguous to the Easement area at any or all crossings of roads, railroads, canals, streams, terraces, foreign line crossings, points of inflection, sandy surfaces, uneven terrain and areas where Grantee intends to bore or directionally drill.

The Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the Permitted Uses or the Facilities. Grantor may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by Grantee or any of the rights herein granted (the "Retained Rights"); provided, however, that Grantor shall not impound or permit to be impounded water upon the Easement, change or permit to be changed the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant or permit to be planted any trees or shrubs upon the Easement which would interfere with Grantee's exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of the Facilities. The Grantee shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, for so long as said Easement is used by Grantee or useful to Grantee, with ingress to and egress from said premises for the Permitted Uses. However, Grantee shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records.

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 granted. 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 every person claiming, or laying claim to, same or any part hereof.

The Grantee agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described Easement which are caused by the Permitted Uses. Furthermore, Grantee shall compensate Grantor for damages to the right-of-way surface, including damages for growing crops, which may be occasioned upon said Easement by the Permitted Uses.

No failure to comply with any covenant on the part of Grantee shall be construed as a breach of this agreement unless and until written notice has first been given to Grantee identifying specifically the basis upon

which Grantor believes that Grantee has failed to comply with such covenant, setting out the grounds therefor, and Grantee has then failed to correct such failure within thirty (30) days after receipt of such notice or if such failure is disputed has failed to correct such failure within thirty (30) days after final determination, by agreement or by litigation in a court of competent jurisdiction, that a breach, in fact, exists.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 30 day of JULY, 2018.

Tiffit Family Irrevocable Trust

Stuart Tiffit TRUSTEE
Stuart Tiffit, Trustee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer }

On July 30th, 2018 before me, Jared Peri - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stuart Tiff
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Right-of-Way Agreement
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design
SFN 7995 (6-2016)

FOR STATE USE ONLY (Type or Print)

| | | |
|---------------------------------------|------------------------------------|---|
| RIMS Document Number <i>73581e</i> | Contract Number <i>07190879</i> | District Tracking Number <i>7-085-134.8373</i> |
|---------------------------------------|------------------------------------|---|

APPLICANT INFORMATION

Authorized Utility Agent (must be same as signatory for permit)

| | | | | |
|---|---------------|------------------|-------------------|---------------|
| Company Name ONEOK Bakken Pipeline, L.L.C. | Contact Name | Telephone Number | | |
| Mailing Address P.O. Box 871 | City Tulsa | State OK | ZIP Code 74102 | Email Address |

Preparer - Consultant

| | | | | |
|---------------------------------------|------------------------------|----------------------------------|-------------------|---|
| Company Name US Land Professionals | Contact Name Jodi Collier | Telephone Number 903-343-3233 | | |
| Mailing Address P.O. Box 1990 | City Dickinson | State ND | ZIP Code 58602 | Email Address jodi.collier@uslandprofessionals |

Utility Contractor

| | | | | |
|--|------------------------------|--|-------------------|---------------------------------------|
| Company Name Jomax Construction Co., Inc. | Contact Name Kim M. Smith | Telephone Number 620-792-3686 Ext.213 | | |
| Mailing Address P.O. Box 701 | City Great Bend | State KS | ZIP Code 67530 | Email Address kim.smith@jomaxgb.us |

TYPE OF FACILITY (Complete appropriate space only.)

| | | | | |
|--|---------------------------|---------------------|--|--|
| Description of Proposed Facility Underground NGL steel pipeline with cathodic protection, 14-16 MILS FBE, 30 MILS ARO, horizontal directional drill with 3' minimum cover | | | | |
| Size of Facility 12" x 0.281" WT, ERW, API-5L, X-60 | Number of Cables | Length of Down Guys | | |
| Pipeline Pressure 1480 PSIG | Size of Casing | Length of Casing | | |
| Location of Pole(s) | Location of Appurtenances | Location - Others | | |

TERMS AND CONDITIONS: Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions, attached hereto and made a part hereof.

The installation shall be completed on or before:

| |
|---------------------------|
| Date <i>06/15/2020</i> |
|---------------------------|

See page 2 for additional Terms and Conditions.

APPROVAL

| | | |
|--|---|-----------------------------------|
| Company Name (Utility Agency) ONEOK Bakken Pipeline, L.L.C. | Authorized Utility Agent Name (Type or Print) <i>Matthew Gillett</i> | Authorize Agent Title Director |
| Date 6/28/2019 | Authorized Agent's Signature <i>Matthew Gillett</i> | |

To be signed by Owner, Partner, Corporate President, Vice President, or other authorized Corporate Officer. If signed by other authorized Corporate Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto, and made a part hereof.

| |
|--------------------------------------|
| NDDOT Approved Date <i>7/8/19</i> |
|--------------------------------------|

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

| | |
|--|--|
| District Engineer (Type or Print) Joel M. Wilt, PE | District Engineer Signature <i>Joel M. Wilt</i> |
|--|--|

R 73283

- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer.
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The owner shall be required to wear an ANSI/ISEA 107-2010 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.
- (E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT. The owner may be held responsible for delay costs caused by the owner's failure to use reasonable efforts to relocate or adjust facilities in a timely manner.
- (G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and regulations, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.

That in the event of breach of any of the above Non discrimination covenants, the NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.
- (I) If the utility facility includes drain tile, a "Request for Drainage on Highway Rights of Way", state form number 50909, must be made in conjunction with this permit.
- (J) The Department's review and subsequent approval of this permit request does not relieve the applicant of the responsibility to comply with all Federal and State laws and regulations that govern, but are not limited to, the protection of wetlands, threatened and endangered species, and migratory birds. The applicant is responsible to comply with all Federal and State laws and regulations that govern the protection of cultural resources within the permit application area (e.g., S.106 of the National Historic Preservation Act, 36 CRF Part 800; ND Century Code 55-02-07; ND Century Code 55-03-01.1). The applicant shall be aware of the ND State burial law (ND Century code 23-06-27; Administrative Rule 40-02) and ensure compliance for any discovery of human remains within the permit request area.
- (K) The Contractor agrees that NDDOT's review of the utility relocation plans, specifications, calculations, and field inspections shall be solely for NDDOT purposes and not for the benefit of the Utility or any third party and shall not be deemed to mean that the Utility's design and construction is structurally sound and appropriate or meets applicable federal and state regulations, laws, or local ordinances, codes, or industry standards (collectively, "Requirements"). The Utility affirms that it has taken all of the actions necessary and required for the construction, operation, and maintenance of its facility authorized hereunder, including compliance with all Requirements."
- (L) Detailed location maps showing lateral offsets from roadway centerlines are required for a permit.

For State Use Only


District Tracking Number

Please attach detail location map for each Utility Location. Use multiple utility locations when changing lateral offsets.

| | | | |
|---|--|--|--|
| Highway Number 85 | | Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across | |
| Nearest City or Hwy Jct. Spring Creek Rd | | Direction (N, S, E, W) North | Approximate Miles From 0.26 |
| Begin | Reference Marker 134 | Direction (N, S, E, W) North | Longitudinal Offset (feet) 4,421 / 5200 0.8373 |
| | Direction From Centerline (N, S, E, W) | | Lateral Offset (feet) |

| For State Use Only | | | | |
|--------------------|--------------|--------|--------------|--------|
| | | Begin | | End |
| Location Number | Reference Pt | Offset | Reference Pt | Offset |
| | 134 | 8373 | | |

| | | | |
|-----|--|---------------------------------|-----------------------------------|
| End | Reference Marker 135 | Direction (N, S, E, W) South | Longitudinal Offset (feet) 859 |
| | Direction From Centerline (N, S, E, W) | | Lateral Offset (feet) |

1 xing @ \$100


Risk Management Appendix

Permits and Licenses with Private Individuals, Companies, Corporations, Etc. (referred to as Recipient):

Recipient agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Recipient to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Recipient also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against the Recipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Recipient shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed as an **additional** insured on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Recipient shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4 above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing the renewal to the undersigned State representative prior to the expiration of the insurance. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Recipient shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Recipient and the State as a result of work undertaken by the Subcontractor. In addition, the Recipient shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Recipient. The Recipient shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Recipient shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Recipient from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Recipient. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Recipient in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 5-09



June 27, 2019

Oneok Bakken Pipeline, LLC
PO Box 871
Tulsa, OK 74102



Subject: Insurance Coverage Consistent With Contract
RIMS Document Number: 73586

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

Joel M. Wilt

The following signatory hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Utility Company Name: ONEOK BAKKEN PIPELINE, L.L.C.

Authorized Utility Agent Name (Type or Print): MATTHEW GILLETT

Authorized Utility Agent Title: DIRECTOR

Date: 6/28/2019

Signature: 

NOTICE: The Recipient must comply with ALL applicable Federal, State and local laws, rules, regulations, codes, ordinances, etc., including, but not limited to North Dakota Century Code, Chapter 49-23. (ONE-CALL EXCAVATION NOTICE SYSTEM)

INSTALLATION AND MAINTENANCE: Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:

1. Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas restored to original condition. Existing topsoil shall be removed prior to excavation and stockpiled until all disturbed areas are restored to original grade. The stockpiled topsoil shall be evenly and smoothly replaced over the areas disturbed by the trenches or pits.
2. Vehicles and other work equipment used to install or maintain said facilities within highway right of way shall, where possible, use established access points, service roads, driveways and approaches to enter or leave the outer portion of the right of way for the performance of necessary work operations. Such vehicles and work equipment shall not be parked on the through-traffic lanes or shoulders of the highway during installation or maintenance of said facilities. **The parking of equipment, vehicles, and storing of materials in the median on divided roadways is not permitted. On all roadways, parking and storing of materials may be permitted only if equipment, vehicles and material are located a minimum of 60 feet from the outside edge of the driving lane.**
3. Protection to the free and safe flow of the highway traffic shall be as required in accordance with the "Manual on Uniform Traffic Control Devices", current edition.
4. The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean-up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.
5. The Department of Transportation may not be the total fee owner and does not warrant the title to the highway right of way covered by the terms of this permit. The Recipient shall be responsible for reviewing the public records to determine ownerships and any encumbrances to the title of the properties covered by the terms of this permit.
6. Trenches and pits opened within the right of way shall be cut to O.S.H.A. Standards and shall be of minimum width necessary to accommodate installation of said facilities. **Trenches and Pits shall not be left open overnight, or unattended. Slopes shall not have more than a 2" drop off, all slopes shall be 4:1.**
7. Trenches and pits opened within the right of way shall be backfilled with the same material originally in place, compacted to a density equal to that of the adjacent undisturbed soil and restored to the original grade. The backfill shall be tamped in layers not exceeding six (6) inches in compacted thickness. Consolidation of the backfill by saturation or ponding is not permissible.

8. The pipeline shall have a minimum of thirty-six (36) inches of cover within highway right of way.
9. On longitudinal installations, where the buried cable or pipe is installed by plowing, the plowed ridges shall be mechanically compacted and made flush with the original ground.
10. Casing pipe, where installed, shall extend a minimum of two (2) feet beyond the toe of the highway inslopes. The casing pipe shall be sealed at both ends to prevent formation of a waterway through the casing.
11. The pipeline shall be installed under the surfaced section of the highway by boring or jacking pipe through the roadbed between the clear zone limits. Wet boring or jetting of the pipe under the roadway is not permissible.
12. The diameter of the hole for bored or jacked installations shall not exceed by more than one (1) inch the outside diameter of the facility. Oversized bores, overbreaks, and unused holes shall be backfilled with grout.
13. The location of the pipeline crossing shall be indicated by a marker post installed on each side of the highway at the right of way line. An identification sign shall be attached to one of the marker posts showing the name, address, and telephone number of the pipeline company.
14. The Department of Transportation shall be notified in advance of any proposed change in the type of transmittant carried by the pipeline, or any increase in the maximum working pressure specified in the application for the permit.
15. The casing pipe shall be continuous and shall extend a minimum of two (2) feet beyond the clear zone or two (2) feet beyond the toes of outer inslopes of the highway, whichever is further from the highway center line. The casing pipe shall be adequately sealed at both ends with suitable material that will prevent the formation of a waterway.
16. Casing is not required if approved extra wall thickness pipe is installed.
17. The Recipient shall indemnify, save, hold harmless, the State of North Dakota, its agencies, offices and employees, from any and all claims of any nature arising from any direct, indirect, or consequential damage to real property or business, including all costs, expenses, and attorney's fees, which may in any manner arise out of or result from this project.
18. The topsoil will be replaced on all disturbed areas and seeded as determined below (provide a temporary cover crop):

| Seed Class Mix Requirements | | |
|------------------------------------|----------------|---------------------------------------|
| Class II – Early Season | | |
| Grass Species | Variety | Pounds Pure Live Seed Per Acre |
| | | |

| | | |
|--------------------|--|-------------|
| Western Wheatgrass | Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery | 9.6 |
| Switchgrass | Dacotah, Forestburg, or Sunburst, Summer | 3.2 |
| Green Needlegrass | Lodorm, AC Mallard, Fowler | 2.4 |
| Sideoats Grama | Killdeer, Pierre, Butte | 3.6 |
| Slender Wheatgrass | Revenue, Primar, Adanac, Pryor, Firstrike | 5.0 |
| Total | | 23.8 |

| Seed Class Mix Requirements | | |
|------------------------------------|--|---|
| Class II – Late Season | | |
| Grass Species | Variety | Pounds Pure Live Seed Per Acre |
| Western Wheatgrass | Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery | 9.6 |
| Switchgrass | Dacotah, Forestburg, or Sunburst, Summer | 1.6 |
| Green Needlegrass | Lodorm, AC Mallard, Fowler | 3.6 |
| Canada Wild-rye | Mandan | 5.2 |
| Slender Wheatgrass | Revenue, Primar, Adanac, Pryor, Firstrike | 5.0 |
| Total | | 25.0 |

US Highway 85

- Proposed Crossing Method: Conventional Bore
- Location: 859 feet south of mile marker 135, 1,393 feet south of Spring Creek Road
- T149N, R098 & 099W, S25&30

MCKENZIE COUNTY, ND



859'

1,393'

PROPOSED
12" PIPELINE

PROPOSED
12" BORE

U.S. HWY 85

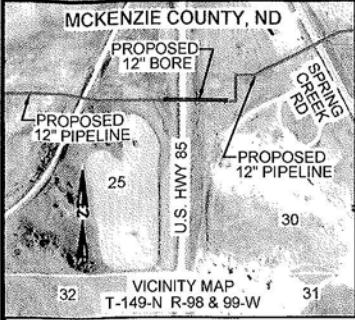
SPRING
CREEK RD

PROPOSED
12" PIPELINE

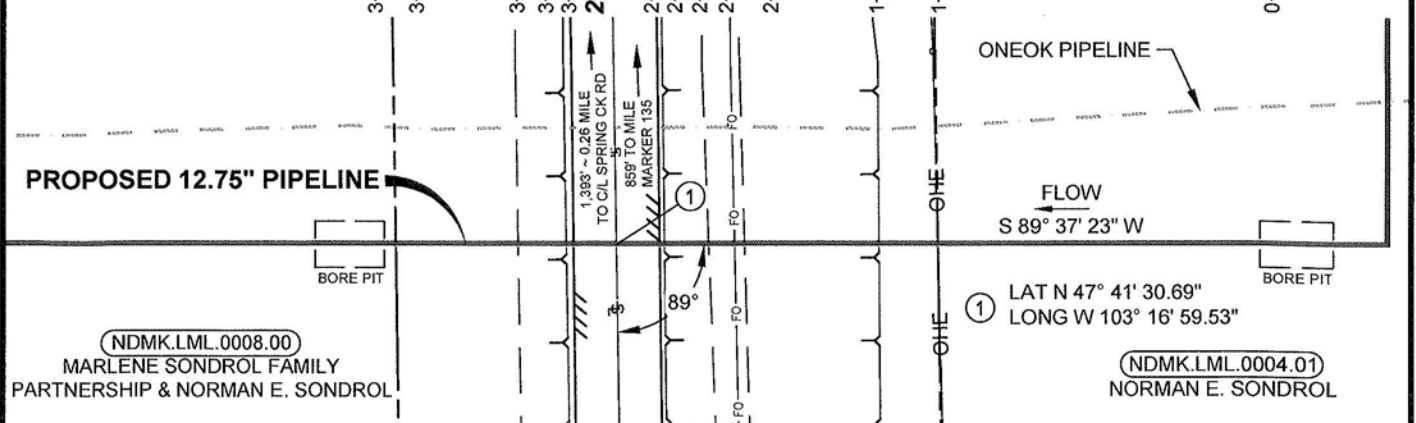
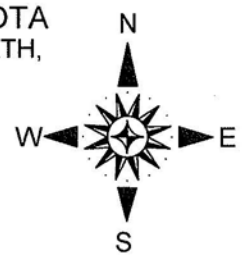
4,421'



T-149-N R-98 & 99-W



McKENZIE COUNTY, NORTH DAKOTA
SECTIONS 25 & 30, TOWNSHIP 149 NORTH,
RANGE 98 & 99 WEST

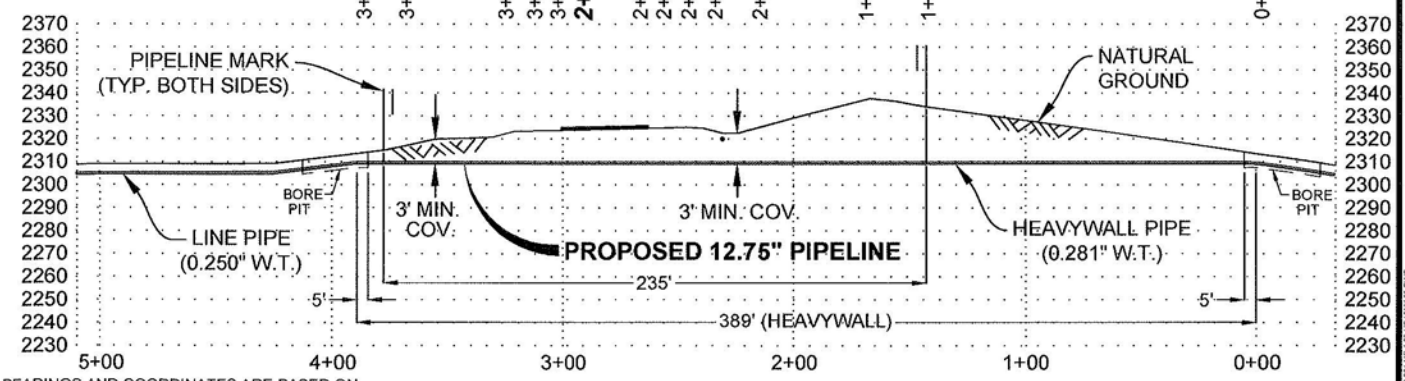


ISSUED FOR REVIEW

NDMK.L.ML.0008.00
MARLENE SONDROL FAMILY
 PARTNERSHIP & NORMAN E. SONDROL

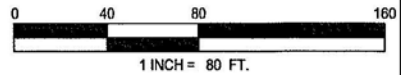
NDMK.L.ML.0004.01
NORMAN E. SONDROL

PLAN
 SCALE: 1"=80'



BEARINGS AND COORDINATES ARE BASED ON THE NAD 83 COORDINATE SYSTEM, UTM ZONE 13 N, US SURVEY FEET, ELEVATIONS DERIVED FROM GPS OBSERVATIONS.
 T.B.M.: EDGE OF ROAD AT STA. 3+02, ELEV. 2324.06'

PROFILE
 SCALE: HORZ 1"=80'
 VERT 1"=80'



- NOTES:**
1. HEAVY WALL PIPE WILL EXTEND A MINIMUM OF 10' ON EACH SIDE OF ROAD R.O.W.
 2. BORE PITS WILL BE LOCATED A MINIMUM 5' OUTSIDE OF ROAD R.O.W.
 3. PIPELINE WILL BE A MINIMUM OF 3' BELOW THE LOWEST POINT OF THE ROAD, R.O.W.

PIPE SPECIFICATIONS
 12.750" x 0.250" WT, ERW, API-5L, X-60
 COATING: 14-16 MILS FBE (LINE PIPE)
 12.750" x 0.281" WT, ERW, API-5L, X-60
 COATING: 14-16 MILS FBE, 30 MILS ARO (HEAVY WALL)
 MAOP: 1480 PSIG
 CONSTRUCTION METHOD: BORE

389' CROSSING LENGTH

J|TAM
ENGINEERING
 TEXAS FIRM: F-10825

| NO. | REVISION | DATE | DRAWN BY | DATE |
|-----|-------------------|----------|-----------------|----------|
| | | | EP | 03/15/19 |
| | | | CHECKED BY | DATE |
| | | | KM | 03/15/19 |
| | | | ENGR. APPD. | DATE |
| | | | PROJ. MGR. APPD | DATE |
| A | ISSUED FOR REVIEW | 03/15/19 | CR | 03/15/19 |



| | | | |
|---|-----------|----------------------|------|
| ONEOK BAKKEN PIPELINE | | | |
| PROPOSED 12" LITTLE MISSOURI LATERAL PIPELINE INDEX# 10629 | | | |
| U.S. HIGHWAY 85 | | | |
| NDMK.L.ML.SH.0006.00.01 | | | |
| SCALE | PROJ. NO. | DWG. NO. | REV. |
| NOTED | OPL-009 | OPL009JTAM-MP-82-001 | A |

3/20/19 12:58 PM E:\PROJECTS\ONEOK\127501\127501.dwg (J:\TAM\MP-82-001) 1:15:03 PM 03/15/19