

Casey A. Furey
100 West Broadway, Suite 250
P.O. Box 2798
Bismarck, ND 58502-2798
701.223.6585
cfurey@crowleyfleck.com

May 7, 2020

Via Electronic Mail Only

Mr. Steve Kahl
Executive Director
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480
ndpsc@nd.gov

In re: ONEOK Bakken Pipeline, L.L.C.
Tioga Lateral Pipeline Project
Case No. PU-19-368
Our File No. 072591-000009

Dear Mr. Kahl:

On behalf of ONEOK Bakken Pipeline, L.L.C., enclosed for filing in the above-referenced matter is an electronic file containing copies of the following rural water utility crossing permits:

- (7) Northwest Rural Water
- (8) R&T Water District
- (2) Western Area Water Supply Authority

Please feel free to contact me if you have any questions. Thank you.

Sincerely,


Casey A. Furey

enc.

cc: Victor Schock (via email)
Michael Dailey (via email)
Beth Ludwig (via email)

Northwest Rural Water
(7 permits)

Northwest Rural Water District
PO Box 1285
5091 142ND Ave. NW
Williston, ND 58801
Phone: 701-774-8915 Fax: 701-774-9708
vrwa@nemont.net

CROSSING PARTY: ONEOK Bakken Pipeline, L.L.C. Date: _____

100 W 5th St

Tulsa, OK 74103

CROSSING PERMIT

Line NW Water 4" Line _____ Williams _____ County, ND

One Call Ticket #: 19127700 _____ Date of Crossing: TBD _____

Location – be specific: Approximately .1344' East of 151st Ave NW and 120' North of 56th St NW; T155N-R103W; Section 21; SESW (Bear Paw Gas Processing Plant)

To Whom It May Concern:

Your company has asked Northwest Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

The District serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on your part. Your business is also in the public interest, and we desire to cooperate with you, requesting your help in using your knowledge and experience to prevent damage to the pipeline. The District consents to your crossing in consideration of your agreement, and subject to the following conditions:

1. Before commencing work on said Structure, you shall provide _____ days/hours written notice and consult with the District to discuss any issues associated with the crossing, and so that the District may have a representative present during the performance of the work.
2. You agree to pay for any modifications to the District pipeline which may be required (e.g. lowering, concrete caps, etc.). You further agree to pay for all damage to District property and to indemnify, protect and save the District harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying the District for any contamination, any clean-up or any environmental claims or actions resulting from your activities.

3. Work done by or for you shall be performed in a workmanlike manner in accordance with good engineering standards, due regard being given to the nature and purpose of the District's pipeline. You shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as the District shall reasonably require to protect the District's property and for the safety and protection of persons and property. You must comply with all laws according to the ND Century Code 49.23-06.
4. If you install said Structure above the District's pipeline, whether above or below the surface of the ground, and if in connection with the District's operations it becomes necessary for such Structure to be moved, relocated, raised or lowered, then upon written request of the District, you shall promptly cause such work to be done at your sole expense, it being understood that the District shall make reasonable effort to carry on its operations in such manner as to obviate any such request.
5. Trenches exposing the water pipeline can expose a maximum of 5 feet unless otherwise approved by the District. All crossings must be at a 90-degree angle unless otherwise approved by the District. A representative of the District must be present during digging and burying of pipe. If bedding is disturbed, the water pipeline must be sand bedded when buried. The water pipeline may only be exposed for a maximum of 48 hours (less if weather requires) unless otherwise approved by the District. All crossings must be a minimum of 2 feet below the water pipeline unless otherwise approved by the District. Work requiring attendance by District personnel supervision must be performed during normal working hours, Monday through Friday, 8 am to 5 pm or you will be billed hourly for District personnel to be on site with a minimum of 2 hours. No weekend or holiday work will be allowed without prior approval.
6. Your company is liable for any representation that is misleading, proves to be untrue or is not fulfilled.
7. Any exceptions to any of the above conditions must be in writing and approved by the District.
8. If the District's lines are cut, all repairs will be paid for by the company and the water will be restored to the customers as soon as possible. If payments are not made, the District will pursue legal action.

This is not a grant from the District to you of an easement or permission to enter said land. You must obtain such authority from the landowner. The purpose of this Crossing Permit is to witness the District's consent to the Structure insofar as prior rights of the District are concerned.

This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be a returning a fully signed copy to Williams Rural Water District.

NORTHWEST RURAL WATER DISTRICT:

By: [Signature] Date: 4-15-2020

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: ONEOK Bakken Pipeline, L.L.C. Address: 100 W 5th St Tulsa, OK 74103

DocuSigned by:
[Signature]
By: W. R. Hoppensteadt, Director Real-Estate Services

Phone #: (918) 588-7000

Address: _____

Contractor: TBD

Phone #: _____

By: _____



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: ONEOK Bakken Pipeline, LLC _____

Type of Structure: Installation of underground 16" steel natural gas liquids (NGLs) pipeline

Location of Crossing in Section: 21; SESW Township: T155N-R103W County: Williams North
Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: TBD

Between Mile Posts: _____ & _____ Section: S21; SESW (Bear Paw Gas Processing Plant)

Township 155 North, Range 103 West



Map of location crossing MUST be attached. No Exceptions.

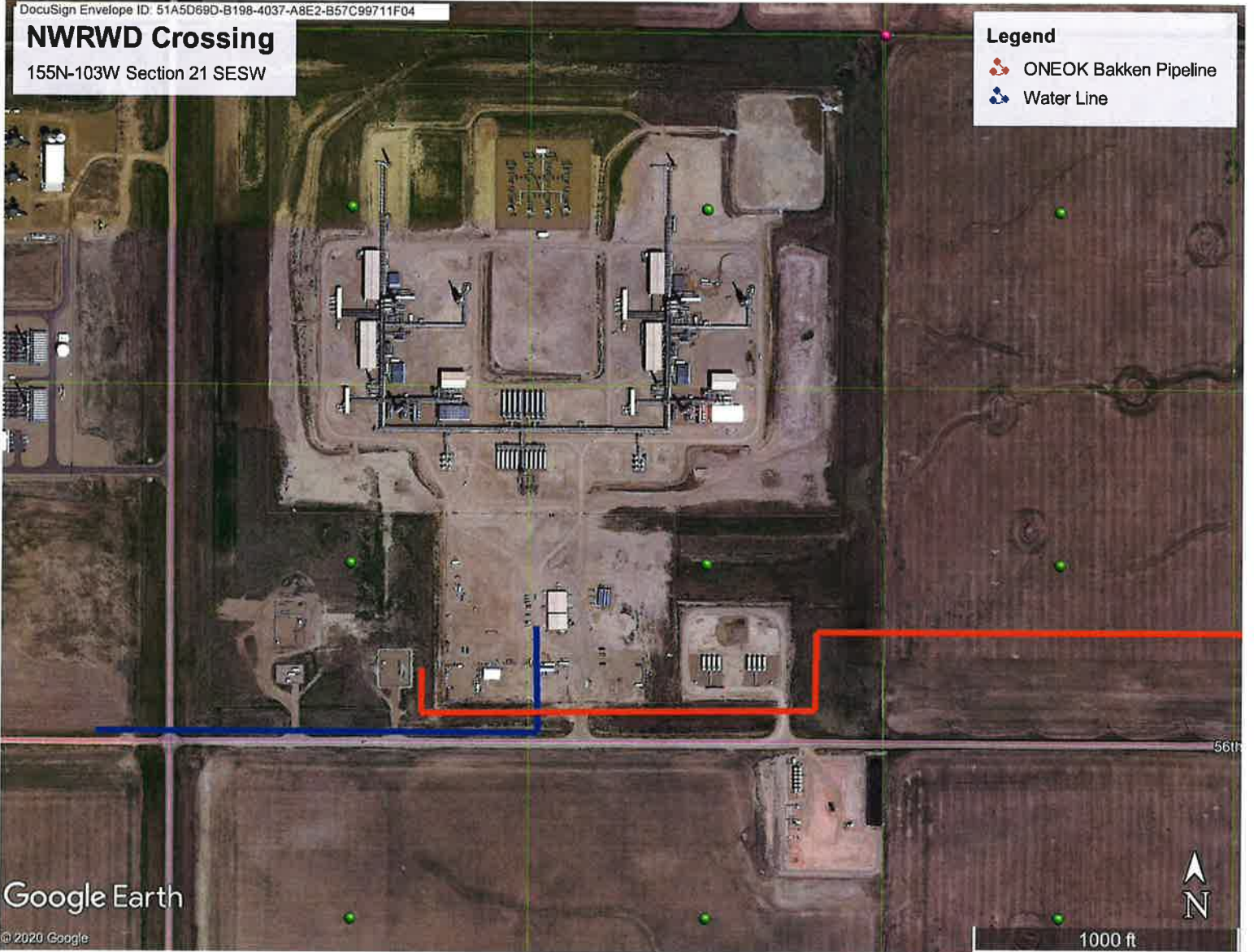
DocuSign Envelope ID: 51A5D69D-B198-4037-A8E2-B57C99711F04

NWRWD Crossing

155N-103W Section 21 SESW

Legend

-  ONEOK Bakken Pipeline
-  Water Line



Google Earth

© 2020 Google

1000 ft

Northwest Rural Water District
PO Box 1285
5091 142ND Ave. NW
Williston, ND 58801
Phone: 701-774-8915 Fax: 701-774-9708
wrwa@nemont.net

CROSSING PARTY: ONEOK Bakken Pipeline, L.L.C. Date: _____

100 W 5th St

Tulsa, OK 74103

CROSSING PERMIT

Line NW Water 6" Line _____ Williams _____ County, ND

One Call Ticket #: 19126577 _____ Date of Crossing: TBD _____

Location -- be specific: Approximately 68' West of HWY 2 and 4015' South of 62nd St NW; SESE Section 26 156N-101W

To Whom It May Concern:

Your company has asked Northwest Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

The District serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on your part. Your business is also in the public interest, and we desire to cooperate with you, requesting your help in using your knowledge and experience to prevent damage to the pipeline. The District consents to your crossing in consideration of your agreement, and subject to the following conditions:

1. Before commencing work on said Structure, you shall provide _____ days/hours written notice and consult with the District to discuss any issues associated with the crossing, and so that the District may have a representative present during the performance of the work.
2. You agree to pay for any modifications to the District pipeline which may be required (e.g. lowering, concrete caps, etc.). You further agree to pay for all damage to District property and to indemnify, protect and save the District harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying the District for any contamination, any clean-up or any environmental claims or actions resulting from your activities.

3. Work done by or for you shall be performed in a workmanlike manner in accordance with good engineering standards, due regard being given to the nature and purpose of the District's pipeline. You shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as the District shall reasonably require to protect the District's property and for the safety and protection of persons and property. You must comply with all laws according to the ND Century Code 49.23-06.
4. If you install said Structure above the District's pipeline, whether above or below the surface of the ground, and if in connection with the District's operations it becomes necessary for such Structure to be moved, relocated, raised or lowered, then upon written request of the District, you shall promptly cause such work to be done at your sole expense, it being understood that the District shall make reasonable effort to carry on its operations in such manner as to obviate any such request.
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This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be a returning a fully signed copy to Williams Rural Water District.

NORTHWEST RURAL WATER DISTRICT:

By: *[Signature]* Date: 4-15-2020

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: ONEOK Bakken Pipeline, L.L.C. Address: 100 W 5th St Tulsa, OK 74103

DocuSigned by:
[Signature]
By: W. P. Hoppensteadt, Director Real-Estate Services

Phone #: (918) 588-7000

Address: _____

Contractor: TBD

Phone #: _____

By: _____



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: ONEOK Bakken Pipeline, LLC _____

Type of Structure: Installation of underground 16" steel natural gas liquids (NGLs) pipeline

Location of Crossing in Section: 26; SESE Township: T156N-R101W County: Williams North
Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: TBD _____

Between Mile Posts: 29 & 30 of US HWY 2, of Sections: S25; SWSW to S26; SESE (Hwy 2 Crossing)



Township 156 North, Range 101 West

Map of location crossing MUST be attached. No Exceptions.

NWRWD Crossing

156N-101W Section 26 SESE

Legend

-  ONEOK Bakken Pipeline
-  Water Line



Google Earth

© 2020 Google

2000 ft

Northwest Rural Water District
PO Box 1285
5091 142ND Ave. NW
Williston, ND 58801
Phone: 701-774-8915 Fax: 701-774-9708
wrwa@nemont.net

CROSSING PARTY: ONEOK Bakken Pipeline, L.L.C. Date: _____

100 W 5th St

Tulsa, OK 74103

CROSSING PERMIT

Line NW Water 6" Line _____ Williams _____ County, ND

One Call Ticket #: 19125571 Date of Crossing: TBD

Location – be specific: Approximately 370' West of 123rd Ave. NW and 1925' South of 58th St NW; T155-R99W; Section 13; SENE

To Whom It May Concern:

Your company has asked Northwest Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

The District serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on your part. Your business is also in the public interest, and we desire to cooperate with you, requesting your help in using your knowledge and experience to prevent damage to the pipeline. The District consents to your crossing in consideration of your agreement, and subject to the following conditions:

1. Before commencing work on said Structure, you shall provide _____ days/hours written notice and consult with the District to discuss any issues associated with the crossing, and so that the District may have a representative present during the performance of the work.
2. You agree to pay for any modifications to the District pipeline which may be required (e.g. lowering, concrete caps, etc.). You further agree to pay for all damage to District property and to indemnify, protect and save the District harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying the District for any contamination, any clean-up or any environmental claims or actions resulting from your activities.

3. Work done by or for you shall be performed in a workmanlike manner in accordance with good engineering standards, due regard being given to the nature and purpose of the District's pipeline. You shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as the District shall reasonably require to protect the District's property and for the safety and protection of persons and property. You must comply with all laws according to the ND Century Code 49.23-06.
4. If you install said Structure above the District's pipeline, whether above or below the surface of the ground, and if in connection with the District's operations it becomes necessary for such Structure to be moved, relocated, raised or lowered, then upon written request of the District, you shall promptly cause such work to be done at your sole expense, it being understood that the District shall make reasonable effort to carry on its operations in such manner as to obviate any such request.
5. Trenches exposing the water pipeline can expose a maximum of 5 feet unless otherwise approved by the District. All crossings must be at a 90-degree angle unless otherwise approved by the District. A representative of the District must be present during digging and burying of pipe. If bedding is disturbed, the water pipeline must be sand bedded when buried. The water pipeline may only be exposed for a maximum of 48 hours (less if weather requires) unless otherwise approved by the District. All crossings must be a minimum of 2 feet below the water pipeline unless otherwise approved by the District. Work requiring attendance by District personnel supervision must be performed during normal working hours, Monday through Friday, 8 am to 5 pm or you will be billed hourly for District personnel to be on site with a minimum of 2 hours. No weekend or holiday work will be allowed without prior approval.
6. Your company is liable for any representation that is misleading, proves to be untrue or is not fulfilled.
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8. If the District's lines are cut, all repairs will be paid for by the company and the water will be restored to the customers as soon as possible. If payments are not made, the District will pursue legal action.

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This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be a returning a fully signed copy to Williams Rural Water District.

NORTHWEST RURAL WATER DISTRICT:

By: *[Signature]*

Date: 4-15-2020

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: ONEOK Bakken Pipeline, L.L.C. Address: 100 W 5th St Tulsa, OK 74103

DocuSigned by:
[Signature]
By: Wendy Hoppensteadt, Director Real-Estate Services

Phone #: (918) 588-7000

Address: _____

Contractor: TBD

Phone #: _____

By: _____



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: ONEOK Bakken Pipeline, LLC _____

Type of Structure: Installation of underground 16" steel natural gas liquids (NGLs) pipeline

Location of Crossing in Section: 13; SENE Township: T155N-R99W County: Williams
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: TBD

Between Mile Posts: _____ & _____ of Section: S13 (near 123rd Ave NW),

Township 155 North, Range 99 West


Map of location crossing MUST be attached. No Exceptions.

DocuSign Envelope ID: 51A5D69D-B198-4037-A8E2-B57C99711F04

NWRWD Crossing

155N-99W Section 13 SENE

Legend

 Water Line



Google Earth

© 2020 Google



1000 ft

Northwest Rural Water District
PO Box 1285
5091 142ND Ave. NW
Williston, ND 58801
Phone: 701-774-8915 Fax: 701-774-9708
wrwa@nemont.net

CROSSING PARTY: ONEOK Bakken Pipeline, L.L.C. Date: _____

100 W 5th St

Tulsa, OK 74103

CROSSING PERMIT

Line NW Water 6" Line _____ Williams _____ County, ND

One Call Ticket #: 19125571 _____ Date of Crossing: TBD _____

Location -- be specific: Approximately 60' West of 123rd Ave. NW and 1925' South of 58th St NW; T155-
R99W; Section 13; SENE

To Whom It May Concern:

Your company has asked Northwest Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

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This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be a returning a fully signed copy to Williams Rural Water District.

NORTHWEST RURAL WATER DISTRICT:

By: *[Signature]*

Date: 4-15-2020

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: ONEOK Bakken Pipeline, L.L.C. Address: 100 W 5th St Tulsa, OK 74103

DocuSigned by:
[Signature]
By: W. R. Hoppsteadt, Director Real-Estate Services

Phone #: (918) 588-7000

Address: _____

Contractor: TBD

Phone #: _____

By: _____



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: ONEOK Bakken Pipeline, LLC _____

Type of Structure: Installation of underground 16" steel natural gas liquids (NGLs) pipeline

Location of Crossing in Section: 13; SENE Township: T155N-R99W County: Williams
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: TBD

Between Mile Posts: _____ & _____ of Section: S13 (near 123rd Ave NW),

Township 155 North, Range 99 West


Map of location crossing MUST be attached. No Exceptions.

DocuSign Envelope ID: 51A5D69D-B198-4037-A8E2-B57C99711F04

NWRWD Crossing

155N-99W Section 13 SENE

Legend

 Water Line



Google Earth

© 2020 Google



1000 ft

Northwest Rural Water District
PO Box 1285
5091 142ND Ave. NW
Williston, ND 58801
Phone: 701-774-8915 Fax: 701-774-9708
wrwa@nemont.net

CROSSING PARTY: ONEOK Bakken Pipeline, L.L.C. Date: _____

100 W 5th St

Tulsa, OK 74103

CROSSING PERMIT

Line NW Water 3" Line _____ Williams _____ County, ND

One Call Ticket #: 2007194 _____ Date of Crossing: 4/1/20 – 12/31/20 _____

Location – be specific: Approximately 2434' South of 59th St NW and 106' West of 119th Ave NW; T155-
R98W; Section 10 SENE

To Whom It May Concern:

Your company has asked Northwest Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

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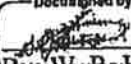
NORTHWEST RURAL WATER DISTRICT:

By: 

Date: 4-15-2020

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: ONEOK Bakken Pipeline, L.L.C. Address: 100 W 5th St Tulsa, OK 74103

DocuSigned by:

 By: M. Hoppsteadt, Director Real-Estate Services

Phone #: (918) 588-7000

Address: _____

Contractor: TBD

Phone #: _____

By: _____



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: ONEOK Bakken Pipeline, LLC _____

Type of Structure: Installation of underground 16" steel natural gas liquids (NGLs) pipeline

Location of Crossing in Section: 10 SENE Township: T155N-R98W County: Williams
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: TBD

Between Mile Posts: _____ & _____ of Section: 10; SENE (near 119th Ave NW),

Township 155 North, Range 98 West


Map of location crossing MUST be attached. No Exceptions.

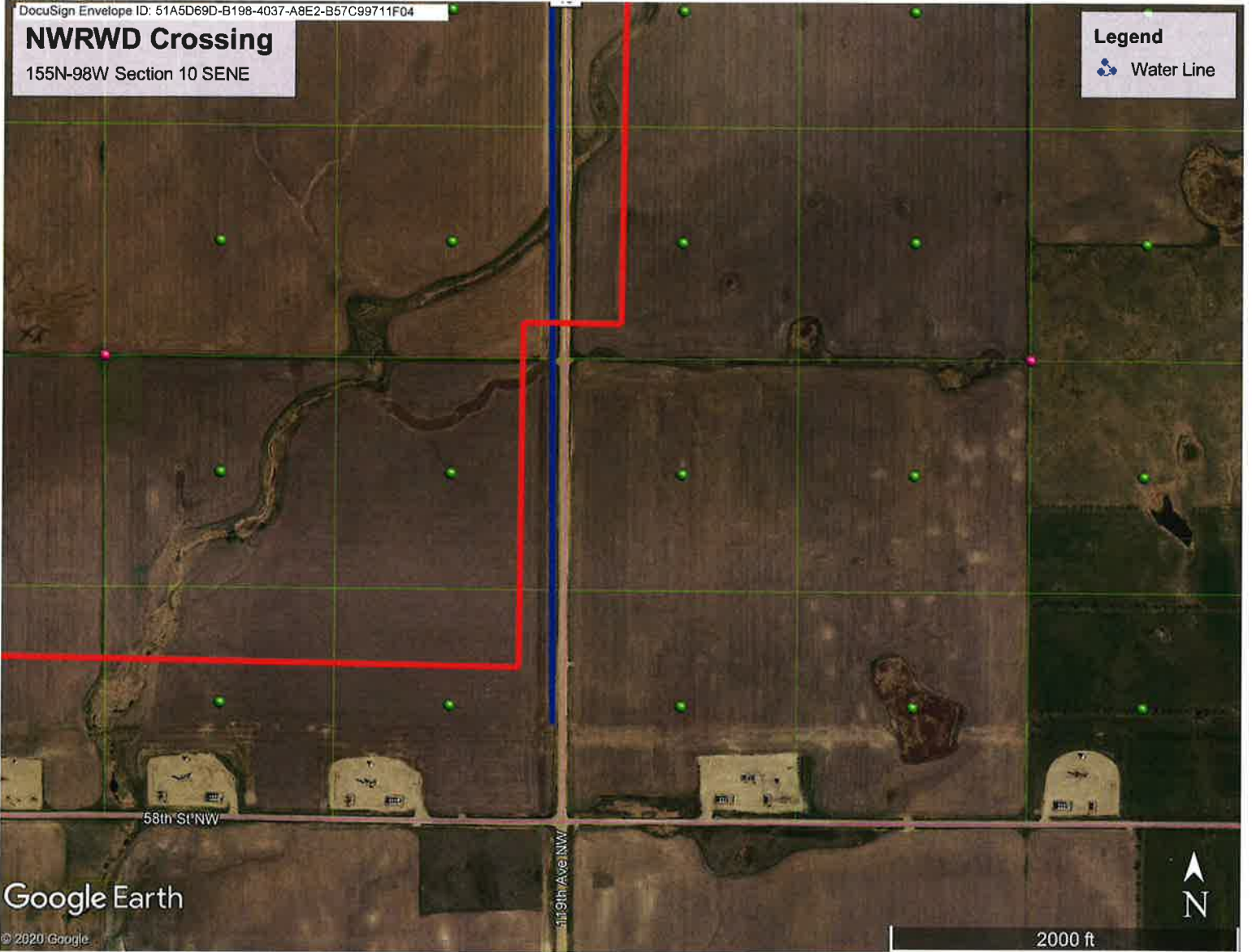
DocuSign Envelope ID: 51A5D69D-B198-4037-A8E2-B57C99711F04

NWRWD Crossing

155N-98W Section 10 SENE

Legend

 Water Line



Northwest Rural Water District
PO Box 1285
5091 142ND Ave. NW
Williston, ND 58801
Phone: 701-774-8915 Fax: 701-774-9708
wrwa@nemont.net

CROSSING PARTY: ONEOK Bakken Pipeline, L.L.C. Date: _____

100 W 5th St

Tulsa, OK 74103

CROSSING PERMIT

Line Hess Tioga Lateral Williams County, ND

One Call Ticket #: 20007190

Date of Crossing: 4/1/20 - 12/31/20

Location – be specific: Approximately 297' South of 59th St NW and 345' East of 119th Ave NW; T155-

R98W; Section 11 NWNW

To Whom It May Concern:

Your company has asked Northwest Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

The District serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on your part. Your business is also in the public interest, and we desire to cooperate with you, requesting your help in using your knowledge and experience to prevent damage to the pipeline. The District consents to your crossing in consideration of your agreement, and subject to the following conditions:

1. Before commencing work on said Structure, you shall provide _____ days/hours written notice and consult with the District to discuss any issues associated with the crossing, and so that the District may have a representative present during the performance of the work.
2. You agree to pay for any modifications to the District pipeline which may be required (e.g. lowering, concrete caps, etc.). You further agree to pay for all damage to District property and to indemnify, protect and save the District harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying the District for any contamination, any clean-up or any environmental claims or actions resulting from your activities.

3. Work done by or for you shall be performed in a workmanlike manner in accordance with good engineering standards, due regard being given to the nature and purpose of the District's pipeline. You shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as the District shall reasonably require to protect the District's property and for the safety and protection of persons and property. You must comply with all laws according to the ND Century Code 49.23-06.
4. If you install said Structure above the District's pipeline, whether above or below the surface of the ground, and if in connection with the District's operations it becomes necessary for such Structure to be moved, relocated, raised or lowered, then upon written request of the District, you shall promptly cause such work to be done at your sole expense, it being understood that the District shall make reasonable effort to carry on its operations in such manner as to obviate any such request.
5. Trenches exposing the water pipeline can expose a maximum of 5 feet unless otherwise approved by the District. All crossings must be at a 90 degree angle unless otherwise approved by the District. A representative of the District must be present during digging and burying of pipe. If bedding is disturbed, the water pipeline must be sand bedded when buried. The water pipeline may only be exposed for a maximum of 48 hours (less if weather requires) unless otherwise approved by the District. All crossings must be a minimum of 2 feet below the water pipeline unless otherwise approved by the District. Work requiring attendance by District personnel supervision must be performed during normal working hours, Monday through Friday, 8 am to 5 pm or you will be billed hourly for District personnel to be on site with a minimum of 2 hours. No weekend or holiday work will be allowed without prior approval.
6. Your company is liable for any representation that is misleading, proves to be untrue or is not fulfilled.
7. Any exceptions to any of the above conditions must be in writing and approved by the District.
8. If the District's lines are cut, all repairs will be paid for by the company and the water will be restored to the customers as soon as possible. If payments are not made, the District will pursue legal action.

This is not a grant from the District to you of an easement or permission to enter said land. You must obtain such authority from the landowner. The purpose of this Crossing Permit is to witness the District's consent to the Structure insofar as prior rights of the District are concerned.

This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be a returning a fully signed copy to Williams Rural Water District.

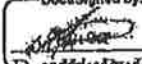
NORTHWEST RURAL WATER DISTRICT:

By: 

Date: 4-15-2020

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: ONEOK Bakken Pipeline, L.L.C. Address: 100 W 5th St Tulsa, OK 74103

DocuSigned by:

 By: J. C. Hoppsteadt, Director Real-Estate Services

Phone #: (918) 588-7000

Contractor: TBD

Address: _____

By: _____

Phone #: _____



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: ONEOK Bakken Pipeline, L.L.C.

Type of Structure: Installation of underground 16" steel natural gas liquids (NGLs) pipeline

Location of Crossing in Section: 11 NWNW Township: T155N-R98W County: Williams
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: TBD

Between Mile Posts: _____ & _____ of Section: between S10 & S11 (119th Ave NW),

Township 155 North, Range 98 West


Map of location crossing MUST be attached. No Exceptions.

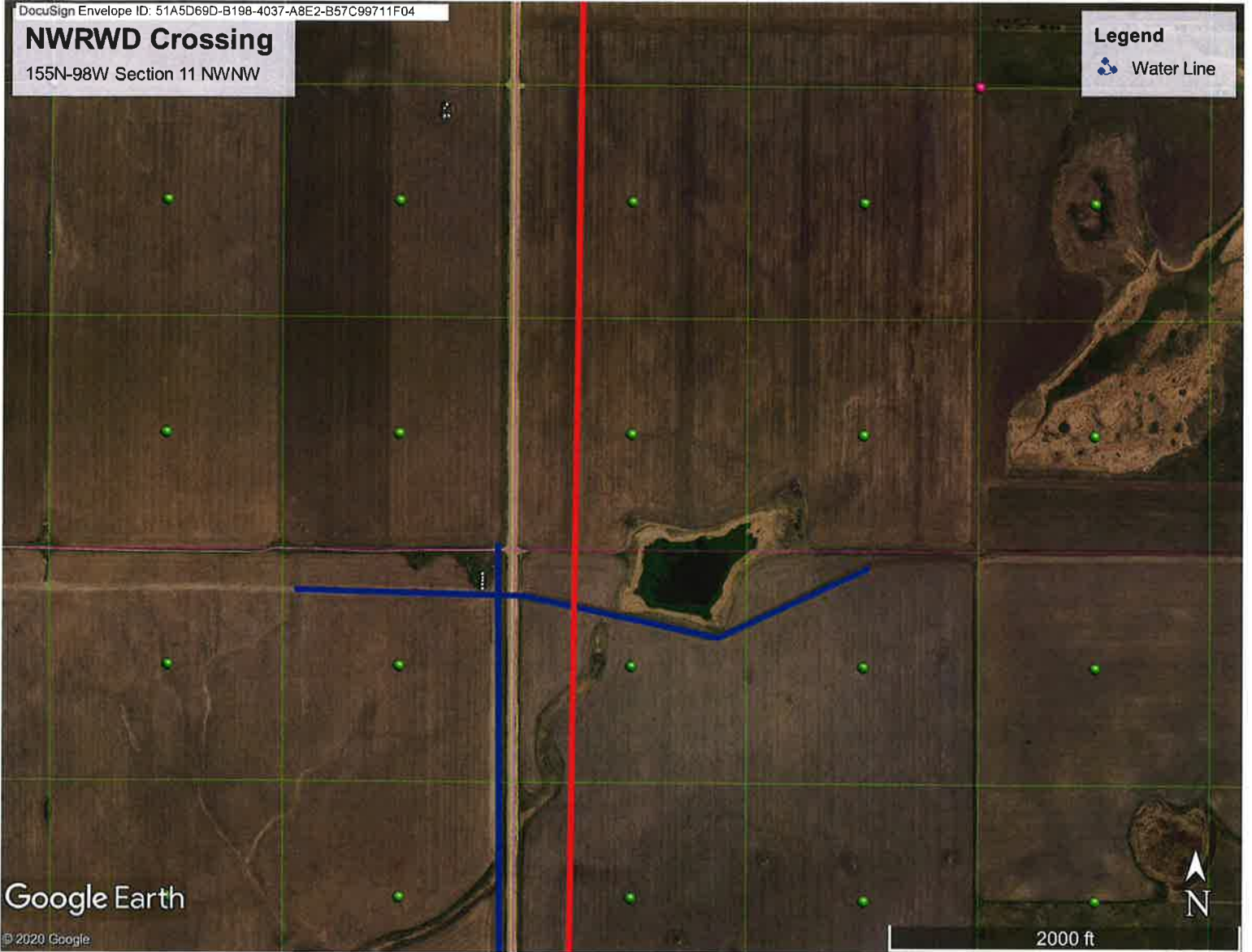
DocuSign Envelope ID: 51A5D69D-B198-4037-A8E2-B57C99711F04

NWRWD Crossing

155N-98W Section 11 NWNW

Legend

 Water Line



Google Earth

© 2020 Google

Northwest Rural Water District
PO Box 1285
5091 142ND Ave. NW
Williston, ND 58801
Phone: 701-774-8915 Fax: 701-774-9708
wrwa@nemont.net

CROSSING PARTY: ONEOK Bakken Pipeline, L.L.C. Date: _____

100 W 5th St

Tulsa, OK 74103

CROSSING PERMIT

Line Hess Tioga Lateral Williams County, ND

One Call Ticket #: 19125194 Date of Crossing: 4/1/20 – 12/31/20

Location – be specific: Approximately 1232' North of 60th St NW and 130' West 114th Ave NW and; T156-R97W; Section 33

To Whom It May Concern:

Your company has asked Northwest Rural Water District ("District") for permission to cross its water pipeline and right of way with another structure or facility ("Structure") at a location or locations as described above and as shown on the attached one call schedule.

The District serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on your part. Your business is also in the public interest, and we desire to cooperate with you, requesting your help in using your knowledge and experience to prevent damage to the pipeline. The District consents to your crossing in consideration of your agreement, and subject to the following conditions:

1. Before commencing work on said Structure, you shall provide _____ days/hours written notice and consult with the District to discuss any issues associated with the crossing, and so that the District may have a representative present during the performance of the work.
2. You agree to pay for any modifications to the District pipeline which may be required (e.g. lowering, concrete caps, etc.). You further agree to pay for all damage to District property and to indemnify, protect and save the District harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying the District for any contamination, any clean-up or any environmental claims or actions resulting from your activities.

3. Work done by or for you shall be performed in a workmanlike manner in accordance with good engineering standards, due regard being given to the nature and purpose of the District's pipeline. You shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental authority, or as the District shall reasonably require to protect the District's property and for the safety and protection of persons and property. You must comply with all laws according to the ND Century Code 49.23-06.
4. If you install said Structure above the District's pipeline, whether above or below the surface of the ground, and if in connection with the District's operations it becomes necessary for such Structure to be moved, relocated, raised or lowered, then upon written request of the District, you shall promptly cause such work to be done at your sole expense, it being understood that the District shall make reasonable effort to carry on its operations in such manner as to obviate any such request.
5. Trenches exposing the water pipeline can expose a maximum of 5 feet unless otherwise approved by the District. All crossings must be at a 90 degree angle unless otherwise approved by the District. A representative of the District must be present during digging and burying of pipe. If bedding is disturbed, the water pipeline must be sand bedded when buried. The water pipeline may only be exposed for a maximum of 48 hours (less if weather requires) unless otherwise approved by the District. All crossings must be a minimum of 2 feet below the water pipeline unless otherwise approved by the District. Work requiring attendance by District personnel supervision must be performed during normal working hours, Monday through Friday, 8 am to 5 pm or you will be billed hourly for District personnel to be on site with a minimum of 2 hours. No weekend or holiday work will be allowed without prior approval.
6. Your company is liable for any representation that is misleading, proves to be untrue or is not fulfilled.
7. Any exceptions to any of the above conditions must be in writing and approved by the District.
8. If the District's lines are cut, all repairs will be paid for by the company and the water will be restored to the customers as soon as possible. If payments are not made, the District will pursue legal action.

This is not a grant from the District to you of an easement or permission to enter said land. You must obtain such authority from the landowner. The purpose of this Crossing Permit is to witness the District's consent to the Structure insofar as prior rights of the District are concerned.

This Crossing Permit is submitted in duplicate. Please witness your agreement hereto by signing in the space provided below, and be returning a fully signed copy to Williams Rural Water District.

NORTHWEST RURAL WATER DISTRICT:

By: _____ Date: _____

ACCEPTED AND AGREED TO:

Company/Owner of pipeline: ONEOK Bakken Pipeline, L.L.C. Address: 100 W 5th St Tulsa, OK 74103

DocuSigned by:

 By: William Hoppstadt, Director Real-Estate Services

Phone #: (918) 588-7000

Address: _____

Contractor: TBD

Phone #: _____

By: _____



Attached to and made part of Pipeline Crossing Permit Form

CROSSING PERMIT SCHEDULE

Crossing Party: ONEOK Bakken Pipeline, L.L.C.

Type of Structure: Installation of underground 16" steel natural gas liquids (NGLs) pipeline

Location of Crossing in Section: SESE 33 Township: T156N-R97W County: Williams
North Dakota.

(Attach copy of One Call Ticket)

Date of Crossing: TBD

Between Mile Posts: _____ & _____ of Section: between S33 & S34 (114th Ave NW),

Township 156 North, Range 97 West


Map of location crossing MUST be attached. No Exceptions.

DocuSign Envelope ID: 51A5D69D-B198-4037-A8E2-B57C99711F04

NWRWD Crossing

156N-97W Section 33 SESE

Legend

 Water Line



Google Earth

© 2020 Google

1000 ft

R&T Water District
(8 permits)

R&T Water District
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T *Craig Hoshing*
Date 4-13-20

Work to Commence On 4/1/20 – 12/31/20

53.

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 19124353 One Call Info Attached (Y/N) N

Company Name ONEOK Bakken Pipeline, L.L.C.

Company Address 100 W 5th St Tulsa, OK 74103

Company Phone No. (918) 588-7000 Company Fax No. _____

Person(s) Coordinating for Company Name
Michael Gordon Phone No. (719) 650-2218

Contractor Name TBD Phone No. _____

Line Being Crossed North Tioga Distribution (2")

Location of Work SE¼SW¼; Section 24, Township 157N, Range 95W - Williams County, ND

County Williams City/Town _____

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street Approximately 321' North of 68th St NW and 1900' East of 103rd Ave NW

Township 157N Range 95W Quarter SE¼SW¼

Tunneling (Y/N) _____ Boring (Y/N) Y Depth TBD

**Note: Crossing method can't be determined without depth of utility.*

Type of Structure 16" steel natural gas liquids (NGLs) pipeline

Work Being Done Installation of underground 16" steel natural gas liquids (NGLs) pipeline

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water District ("R&T") for permission to cross R&T's right of way and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described above and on the attached map. R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.
 - a. If your Company fails to submit the paperwork to R&T, R&T may, in its sole discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of \$5,000.00 against your Company, (4) impose criminal charges, or (5) undertake any and all other remedies as the same may be allowed and provided for under applicable law.
2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.
3. Unless otherwise approved in writing by R&T,
 - a. The Structure shall cross R&T's Line at a ninety-degree (90°) angle.
 - b. The Structure shall be a minimum of four (4) feet below R&T's Line.
 - c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.
 - i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of \$5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T, and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

- d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding.
 - e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.
 - f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.
 - g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.
 - h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.
4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the sole discretion of R&T, including, but not limited to, lowering R&T's Line and using concrete caps.
 5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay \$1,000.00 to R&T for each "hit" to R&T's Line and shall pay all expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the sole discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.
 6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company.
 7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.
 8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental District, or as R&T shall reasonably require to protect R&T's Line and for the safety and protection of persons and property.
 9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.
 10. Within thirty (30) days of completing the crossing of R&T's Line, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

- 11. If the Structure is installed above R&T's Line (whether above or below the surface) and, due to R&T's operations, it becomes necessary for the Structure to be moved, relocated, raised, or lowered, your Company, upon written request from R&T, shall promptly cause such work to be completed at the sole expense of your Company. R&T shall make reasonable efforts to carry on its operations in such manner as to obviate any such request.
- 12. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner ONEOK Bakken Pipeline, L.L.C. Date _____

By W. R. Hoppensteadt, Director Real-Estate Services Phone No. 918-588-7000

Contractor TBD Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

DocuSigned by:

885CD1891E15479...

Date: _____



R&T WATER DISTRICT



By: Craig Haskins



Its: General Manager

DocuSign Envelope ID: DF17972F-D18D-4F93-8041-18EFEFF8447C

R & T Crossing

157N-95W Section 24 SESW


Legend

-  Oneok Bakken Pipeline
-  Water Line



R&T Water District
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T 
Date 4-13-20

Work to Commence On 4/1/20 – 12/31/20

53.
CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 19124757 One Call Info Attached (Y/N) N

Company Name ONEOK Bakken Pipeline, L.L.C.

Company Address 100 W 5th St Tulsa, OK 74103

Company Phone No. (918) 588-7000 Company Fax No. _____

Person(s) Coordinating for Company Name _____

Michael Gordon Phone No. (719) 650-2218

Contractor Name TBD Phone No. _____

Line Being Crossed North Tioga Distribution (3")

Location of Work SW¼SE¼; Section 35, Township 157N, Range 95W - Williams County, ND

County Williams City/Town _____

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street Approximately 85' North of 66th St NW and 3128' East of HWY 40

Township 157N Range 95W Quarter SW¼SE¼

Tunneling (Y/N) _____ Boring (Y/N) _____ Depth TBD

**Note: Crossing method can't be determined without depth of utility.*

Type of Structure 16" steel natural gas liquids (NGLs) pipeline

Work Being Done Installation of underground 16" steel natural gas liquids (NGLs) pipeline

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water District ("R&T") for permission to cross R&T's right of way and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described above and on the attached map. R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.
 - a. If your Company fails to submit the paperwork to R&T, R&T may, in its sole discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of \$5,000.00 against your Company, (4) impose criminal charges, or (5) undertake any and all other remedies as the same may be allowed and provided for under applicable law.
2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.
3. Unless otherwise approved in writing by R&T,
 - a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.
 - b. The Structure shall be a minimum of four (4) feet below R&T's Line.
 - c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.
 - i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of \$5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T, and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

- d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding.
 - e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.
 - f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.
 - g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.
 - h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.
4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the sole discretion of R&T, including, but not limited to, lowering R&T's Line and using concrete caps.
 5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay \$1,000.00 to R&T for each "hit" to R&T's Line and shall pay all expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the sole discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.
 6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company.
 7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.
 8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental District, or as R&T shall reasonably require to protect R&T's Line and for the safety and protection of persons and property.
 9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.
 10. Within thirty (30) days of completing the crossing of R&T's Line, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

- 11. If the Structure is installed above R&T's Line (whether above or below the surface) and, due to R&T's operations, it becomes necessary for the Structure to be moved, relocated, raised, or lowered, your Company, upon written request from R&T, shall promptly cause such work to be completed at the sole expense of your Company. R&T shall make reasonable efforts to carry on its operations in such manner as to obviate any such request.
- 12. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner ONEOK Bakken Pipeline, L.L.C. Date _____

By W. R. Hoppensteadt, Director Real-Estate Services Phone No. 918-588-7000

Contractor TBD Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

DocuSigned by:

6B5CD1991E15479...

Date: _____



R&T WATER DISTRICT



By: Craig Haskins

Its: General Manager

DocuSign Envelope ID: DF17972F-D18D-4F93-9041-18EFEFF6447C

R & T Crossing

157N-95W Section 35 SWSE


Legend

- Oneok Bakken Pipeline
- Water Line



R&T Water District
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T 
Date 4-13-2020

Work to Commence On 4/1/20 – 12/31/20

53.
CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 19124767 One Call Info Attached (Y/N) N

Company Name ONEOK Bakken Pipeline, L.L.C.

Company Address 100 W 5th St Tulsa, OK 74103

Company Phone No. (918) 588-7000 Company Fax No. _____

Person(s) Coordinating for Company Name
Michael Gordon Phone No. (719) 650-2218

Contractor Name TBD Phone No. _____

Line Being Crossed R&T Mainline (10")

Location of Work NE¼SE¼; Section 07, Township 156N, Range 95W - Williams County, ND

County Williams City/Town _____

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street Approximately 83' West of 104th Ave NW (HWY 40) and 2675' South of 65th St NW

Township 156N Range 95W Quarter NE¼SE¼

Tunneling (Y/N) _____ Boring (Y/N) Y Depth TBD

**Note: Within planned road bore, depth can't be determined without utility depth.*

Type of Structure 16" steel natural gas liquids (NGLs) pipeline

Work Being Done Installation of underground 16" steel natural gas liquids (NGLs) pipeline

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water District ("R&T") for permission to cross R&T's right of way and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described above and on the attached map. R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.
 - a. If your Company fails to submit the paperwork to R&T, R&T may, in its sole discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of \$5,000.00 against your Company, (4) impose criminal charges, or (5) undertake any and all other remedies as the same may be allowed and provided for under applicable law.
2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.
3. Unless otherwise approved in writing by R&T,
 - a. The Structure shall cross R&T's Line at a ninety degree (90°) angle.
 - b. The Structure shall be a minimum of four (4) feet below R&T's Line.
 - c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.
 - i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of \$5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T, and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

- d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding.
 - e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.
 - f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.
 - g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.
 - h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.
4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the sole discretion of R&T, including, but not limited to, lowering R&T's Line and using concrete caps.
 5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay \$1,000.00 to R&T for each "hit" to R&T's Line and shall pay all expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the sole discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.
 6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company.
 7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.
 8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental District, or as R&T shall reasonably require to protect R&T's Line and for the safety and protection of persons and property.
 9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.
 10. Within thirty (30) days of completing the crossing of R&T's Line, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

- 11. If the Structure is installed above R&T's Line (whether above or below the surface) and, due to R&T's operations, it becomes necessary for the Structure to be moved, relocated, raised, or lowered, your Company, upon written request from R&T, shall promptly cause such work to be completed at the sole expense of your Company. R&T shall make reasonable efforts to carry on its operations in such manner as to obviate any such request.
- 12. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

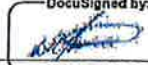
Company/Owner ONEOK Bakken Pipeline, L.L.C. Date _____

By W. R. Hoppensteadt, Director Real-Estate Services Phone No. 918-588-7000

Contractor TBD Date _____

By _____ Phone No. _____


ACCEPTED AND AGREED TO BY

DocuSigned by:


 685C01991E15479...

Date: _____



R&T WATER DISTRICT



 By: Craig Haskins
 Its: General Manager

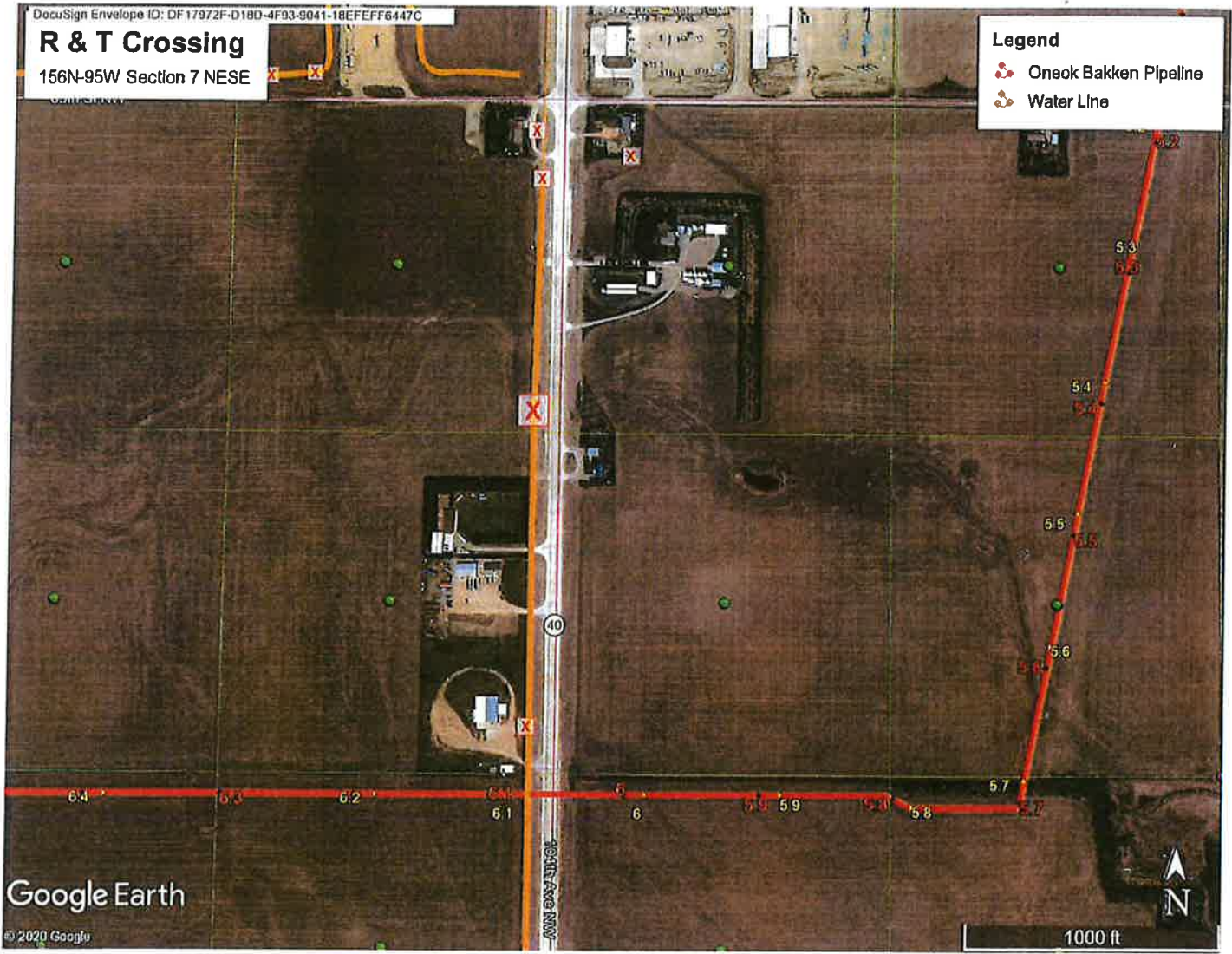
DocuSign Envelope ID: DF17972F-D18D-4F93-9041-18EFFF6447C

R & T Crossing

156N-95W Section 7 NESE


Legend

-  Oneok Bakken Pipeline
-  Water Line



R&T Water District
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T 
Date 4-13-2020

Work to Commence On 4/1/20 – 12/31/20

53.
CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 19124772 One Call Info Attached (Y/N) N

Company Name Oneok Bakken Pipeline, LLC

Company Address 100 W 5th St Tulsa, OK 74103

Company Phone No. (918) 588-7000 Company Fax No. _____

Person(s) Coordinating for Company Name _____

Michael Gordon Phone No. (719) 650-2218

Contractor Name _____ Phone No. _____

Line Being Crossed R&T Mainline (16")

Location of Work SE¼SW¼; Section 6, Township 156N, Range 95W - Williams County, ND

County Williams City/Town _____

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street Approximately 91' North of 65th St NW and 2225' East of 105th Ave NW

Township 156N Range 95W Quarter SE¼SW¼

Tunneling (Y/N) _____ Boring (Y/N) Y Depth TBD

**Note: Crossing method can't be determined without depth of utility.*

Type of Structure 16" steel natural gas liquids (NGLs) pipeline

Work Being Done Installation of underground 16" steel natural gas liquids (NGLs) pipeline

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water District ("R&T") for permission to cross R&T's right of way and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described above and on the attached map. R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.
 - a. If your Company fails to submit the paperwork to R&T, R&T may, in its sole discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of \$5,000.00 against your Company, (4) impose criminal charges, or (5) undertake any and all other remedies as the same may be allowed and provided for under applicable law.
2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.
3. Unless otherwise approved in writing by R&T,
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 - b. The Structure shall be a minimum of four (4) feet below R&T's Line.
 - c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.
 - i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of \$5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T, and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

- d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding.
 - e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.
 - f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.
 - g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.
 - h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.
4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the sole discretion of R&T, including, but not limited to, lowering R&T's Line and using concrete caps.
 5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay \$1,000.00 to R&T for each "hit" to R&T's Line and shall pay all expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the sole discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.
 6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company.
 7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.
 8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental District, or as R&T shall reasonably require to protect R&T's Line and for the safety and protection of persons and property.
 9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.
 10. Within thirty (30) days of completing the crossing of R&T's Line, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

- 11. If the Structure is installed above R&T's Line (whether above or below the surface) and, due to R&T's operations, it becomes necessary for the Structure to be moved, relocated, raised, or lowered, your Company, upon written request from R&T, shall promptly cause such work to be completed at the sole expense of your Company. R&T shall make reasonable efforts to carry on its operations in such manner as to obviate any such request.
- 12. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner ONEOK Bakken Pipeline, L.L.C. Date _____

By W. R. Hoppensteadt, Director Real-Estate Services Phone No. 918-588-7000

Contractor TBD Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

 DocuSigned by:

d85CD1991E15479...

Date: _____



R&T WATER DISTRICT



By: Craig Haskins



Its: General Manager

DocuSign Envelope ID: DF17972F-D18D-4F93-9041-18EFEFF6447C

R & T Crossing

156N-95W Section 6 SESW

Legend

-  Oneck Bakken Pipeline
-  Water Line




Google Earth

© 2020 Google

2000 ft

R&T Water District
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T 
Date 4-13-2020

Work to Commence On 4/1/20 – 12/31/20

53.

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 19125181 One Call Info Attached (Y/N) N

Company Name ONEOK Bakken Pipeline, L.L.C.

Company Address 100 W 5th St Tulsa, OK 74103

Company Phone No. (918) 588-7000 Company Fax No. _____

Person(s) Coordinating for Company Name _____

Michael Gordon Phone No. (719) 650-2218

Contractor Name TBD Phone No. _____

Line Being Crossed R&T Mainline (10")

Location of Work SW¼SW¼; Section 08, Township 156N, Range 96W - Williams County, ND

County Williams City/Town _____

Address _____

Street _____

Between Mile Post MM 58 (US HWY 2) and Mile Post MM 59 (US HWY 2)

Nearest Cross Street Approximately 160' North of HWY 2 and 4,960' West of 109th Ave West

Township 156N Range 96W Quarter SW¼SW¼

Tunneling (Y/N) _____ Boring (Y/N) Y Depth TBD

**Note: Within planned road bore, depth can't be determined without utility depth.*

Type of Structure 16" steel natural gas liquids (NGLs) pipeline

Work Being Done Installation of underground 16" steel natural gas liquids (NGLs) pipeline

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water District ("R&T") for permission to cross R&T's right of way and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described above and on the attached map. R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

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AGREEMENT

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 - b. The Structure shall be a minimum of four (4) feet below R&T's Line.
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[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner ONEOK Bakken Pipeline, L.L.C. Date _____

By W. R. Hoppensteadt, Director Real-Estate Services Phone No. 918-588-7000

Contractor TBD Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

DocuSigned by:

6B5CD1891E15479...

Date: _____



R&T WATER DISTRICT



By: Craig Haskins

Its: General Manager

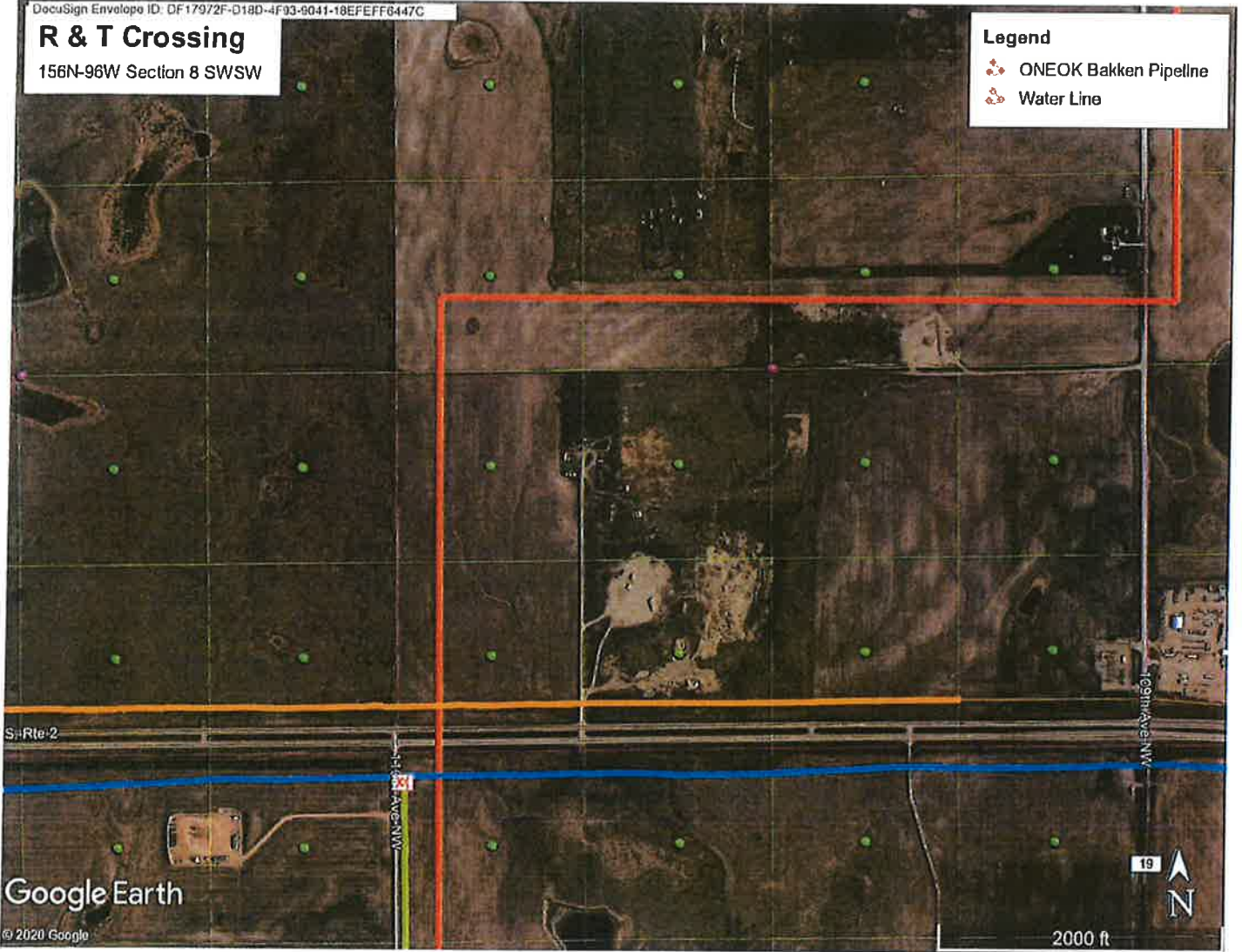
DocuSign Envelope ID: DF17972F-D18D-4F93-9041-18EFEFF6447C

R & T Crossing

156N-96W Section 8 SWSW

Legend

-  ONEOK Bakken Pipeline
-  Water Line



Google Earth

© 2020 Google

2000 ft

R&T Water District
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

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Approved by R&T 

Date 4-13-2020

Work to Commence On 4/1/20 – 12/31/20

53.

CROSSING PERMIT

(Please Type or Print Clearly)

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One Call Ticket No. 19125181 One Call Info Attached (Y/N) _____

Company Name ONEOK Bakken Pipeline, L.L.C.

Company Address 100 W 5th St Tulsa, OK 74103

Company Phone No. (918) 588-7000 Company Fax No. _____

Person(s) Coordinating for Company Name _____

Michael Gordon Phone No. (719) 650-2218

Contractor Name TBD Phone No. _____

Line Being Crossed R&T Mainline (16")

Location of Work NW¼NW¼; Section 17, Township 156N, Range 96W - Williams County, ND

County Williams City/Town _____

Address _____

Street _____

Between Mile Post MM 58 (US HWY 2) and Mile Post MM 59 (US HWY 2)

Nearest Cross Street Approximately 180' South of HWY 2 and 4,960' West of 109th Ave West

Township 156N Range 96W Quarter NW¼NW¼

Tunneling (Y/N) _____ Boring (Y/N) Y Depth TBD

**Note: Within planned road bore, depth can't be determined without utility depth.*

Type of Structure 16" steel natural gas liquids (NGLs) pipeline

Work Being Done Installation of underground 16" steel natural gas liquids (NGLs) pipeline

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

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 - a. The Structure shall cross R&T's Line at a ninety-degree (90°) angle.
 - b. The Structure shall be a minimum of four (4) feet below R&T's Line.
 - c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.
 - i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of \$5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T, and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

- d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding.
 - e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.
 - f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.
 - g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.
 - h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.
4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the sole discretion of R&T, including, but not limited to, lowering R&T's Line and using concrete caps.
 5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay \$1,000.00 to R&T for each "hit" to R&T's Line and shall pay all expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the sole discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.
 6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company.
 7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.
 8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental District, or as R&T shall reasonably require to protect R&T's Line and for the safety and protection of persons and property.
 9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.
 10. Within thirty (30) days of completing the crossing of R&T's Line, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

- 11. If the Structure is installed above R&T's Line (whether above or below the surface) and, due to R&T's operations, it becomes necessary for the Structure to be moved, relocated, raised, or lowered, your Company, upon written request from R&T, shall promptly cause such work to be completed at the sole expense of your Company. R&T shall make reasonable efforts to carry on its operations in such manner as to obviate any such request.
- 12. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner ONEOK Bakken Pipeline, L.L.C. Date _____

By W. R. Hoppensteadt, Director Real-Estate Services Phone No. 918-588-7000

Contractor TBD Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

DocuSigned by:

685CD1991E15479...

Date: _____



R&T WATER DISTRICT



By: Craig Hoskins



Its: General Manager

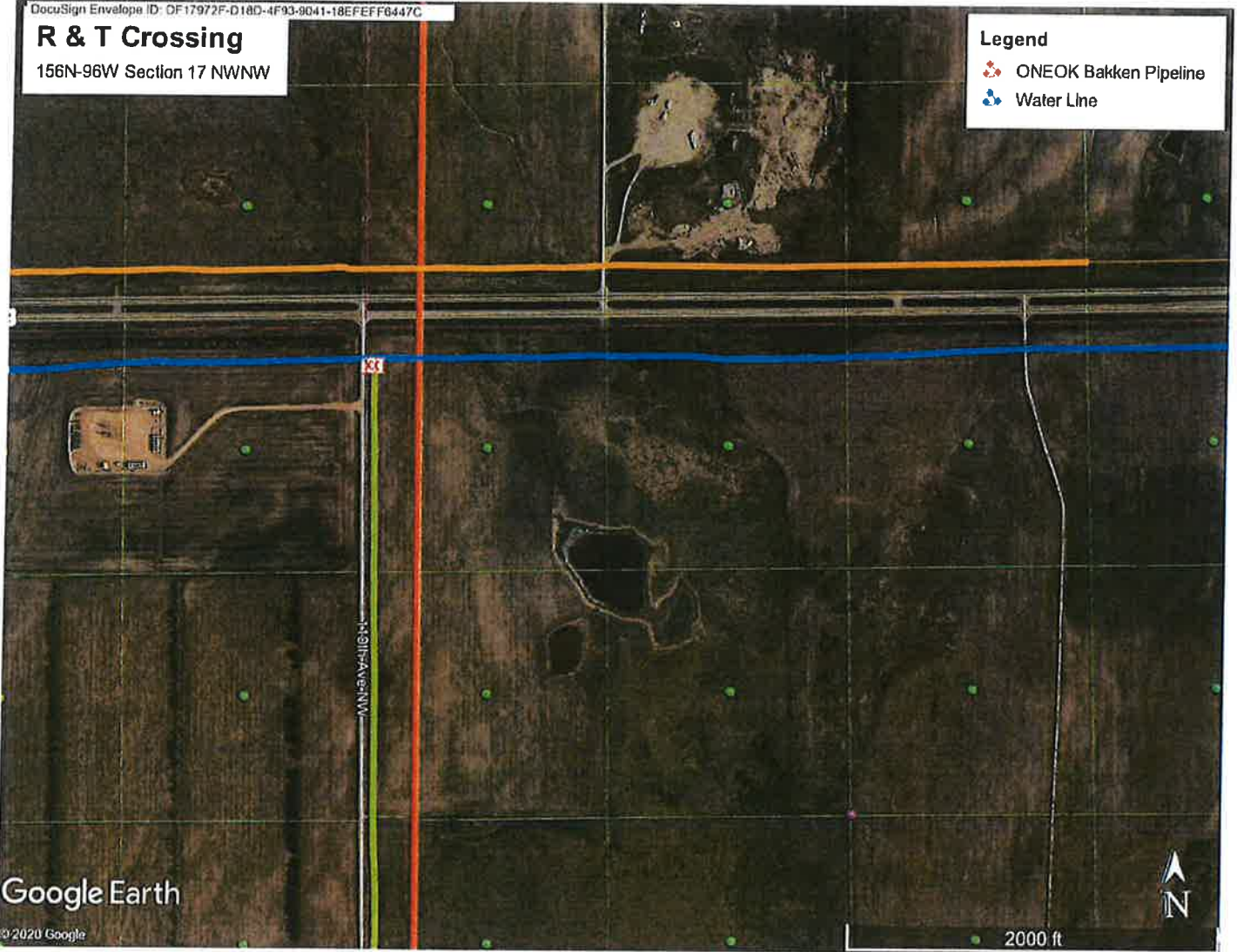
DocuSign Envelope ID: DF17972F-D18D-4F93-9041-18EFEFF6447C

R & T Crossing

156N-96W Section 17 NWNW

Legend

-  ONEOK Bakken Pipeline
-  Water Line



Google Earth

© 2020 Google

2000 ft

R&T Water District
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T *Craig Bakken*
Date 4-13-2020

Work to Commence On 4/1/20 – 12/31/20

53.
CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 19125181 One Call Info Attached (Y/N) N

Company Name ONEOK Bakken Pipeline, L.L.C.

Company Address 100 W 5th St Tulsa, OK 74103

Company Phone No. (918) 588-7000 Company Fax No. _____

Person(s) Coordinating for Company Name
Michael Gordon Phone No. (719) 650-2218

Contractor Name TBD Phone No. _____

Line Being Crossed North Tioga Distribution (2")

Location of Work SW¹/₄SW¹/₄; Section 17, Township 156N, Range 96W - Williams County, ND

County Williams City/Town _____

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street Approximately 4925' South of HWY 2 and 5193' East of 111th Ave NW

Township 156N Range 96W Quarter SW¹/₄SW¹/₄

Tunneling (Y/N) _____ Boring (Y/N) _____ Depth TBD

**Note: Crossing method can't be determined without depth of utility.*

Type of Structure 16" steel natural gas liquids (NGLs) pipeline

Work Being Done Installation of underground 16" steel natural gas liquids (NGLs) pipeline

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water District ("R&T") for permission to cross R&T's right of way and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described above and on the attached map. R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.
 - a. If your Company fails to submit the paperwork to R&T, R&T may, in its sole discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of \$5,000.00 against your Company, (4) impose criminal charges, or (5) undertake any and all other remedies as the same may be allowed and provided for under applicable law.
2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.
3. Unless otherwise approved in writing by R&T,
 - a. The Structure shall cross R&T's Line at a ninety-degree (90°) angle.
 - b. The Structure shall be a minimum of four (4) feet below R&T's Line.
 - c. A representative of R&T shall be present during any digging and burying of pipe by your Company, which must occur between 8:00 a.m. to 5:00 p.m. on Monday through Friday, otherwise R&T may bill your Company for a minimum of two (2) hours and mileage to have a representative on site.
 - i. Your Company shall provide adequate notice to R&T to arrange for a witness to be present. If your Company does not provide adequate notice, as the same is determined in the reasonable discretion of R&T, R&T may (a) impose a civil penalty of \$5,000.00 against your Company, (b) require that your Company uncover the Structure in order that an inspection can be completed by a representative of R&T, and (c) require that your Company pay and be responsible for any and all costs relating to the uncovering and recovering of the Structure.

- d. Your Company shall sand bed R&T's Line when buried if your Company disturbs any bedding.
 - e. Your Company shall expose R&T's Line to verify depth and location, which excavation shall only be completed using a hydrovac.
 - f. R&T's Line shall only be exposed for forty-eight (48) hours *and* even less if required by the weather, which determination is in the sole discretion of R&T.
 - g. Trenches exposing R&T's Line can only expose a maximum of five (5) feet.
 - h. All work over and above R&T's Line shall be completed and remediated within seven (7) days of completing the crossing.
4. Your Company shall pay for any modifications to R&T's Line that may be necessary or appropriate, as the same is determined in the sole discretion of R&T, including, but not limited to, lowering R&T's Line and using concrete caps.
 5. Your Company shall pay for any and all damages to R&T's Line, including all appurtenances thereto. If your Company hits or otherwise damages R&T's Line, your Company shall pay \$1,000.00 to R&T for each "hit" to R&T's Line and shall pay all expenses necessary to remedy the damage, including, but not limited to, labor, mileage, water loss, and supplies to repair R&T's Line, as such repairs are determined necessary or appropriate in the sole discretion of R&T. Your Company shall conduct repairs as quickly as possible in order to restore water to the customers of R&T as soon as possible.
 6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company.
 7. Your Company, and anyone working for or on behalf of your Company, shall complete all of its work in a workmanlike manner in accordance with good engineering standards with due regard being given to the nature and purpose of R&T's Line.
 8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental District, or as R&T shall reasonably require to protect R&T's Line and for the safety and protection of persons and property.
 9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.
 10. Within thirty (30) days of completing the crossing of R&T's Line, your Company shall locate, survey, and deliver to R&T documentation of the crossing depth of the Structure, location of R&T's Line in relation to the crossing with the Structure, and a survey showing the same unless otherwise agreed to in writing by R&T.

- 11. If the Structure is installed above R&T's Line (whether above or below the surface) and, due to R&T's operations, it becomes necessary for the Structure to be moved, relocated, raised, or lowered, your Company, upon written request from R&T, shall promptly cause such work to be completed at the sole expense of your Company. R&T shall make reasonable efforts to carry on its operations in such manner as to obviate any such request.
- 12. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner ONEOK Bakken Pipeline, L.L.C. Date _____

By W. R. Hoppensteadt, Director Real-Estate Services Phone No. 918-588-7000

Contractor TBD Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

DocuSigned by:

 BB5CD1991E16479...

Date: _____



R&T WATER DISTRICT



By: Craig Haskins



Its: General Manager

DocuSign Envelope ID: DF17972F-D18D-4F93-9D41-18EFFFF6447C

R & T Crossing

156N-96W Section 17 SWSW

Legend

-  ONEOK Bakken Pipeline
-  Water Line



Google Earth

© 2020 Google

150th Ave - NW

2000 ft



R&T Water District
P.O Box 126 – 6392 114th Ave NW
Ray, ND 58849
701-568-3457 or 701-568-3422
rtwater@nccray.net

This Permit is not valid without the signature of R&T.

Approved by R&T 

Date 4-13-2020

Work to Commence On 4/1/20 – 12/31/20

53.

CROSSING PERMIT

(Please Type or Print Clearly)

This Crossing Permit Request shall be completed in full and submitted at least twenty-one (21) calendar days prior to the date of anticipated work for the intended crossing.

One Call Ticket No. 19125182 One Call Info Attached (Y/N) N

Company Name ONEOK Bakken Pipeline, L.L.C.

Company Address 100 W 5th St Tulsa, OK 74103

Company Phone No. (918) 588-7000 Company Fax No. _____

Person(s) Coordinating for Company Name _____

Michael Gordon Phone No. (719) 650-2218

Contractor Name TBD Phone No. _____

Line Being Crossed North Tioga Distribution (2")

Location of Work NW¼NW¼; Section 29, Township 156N, Range 96W - Williams County, ND

County Williams City/Town _____

Address _____

Street _____

Between Mile Post _____ and Mile Post _____

Nearest Cross Street Approximately 99' South of 62nd St NW and 5218' West of 109th Ave NW

Township 156N Range 96W Quarter NW¼NW¼

Tunneling (Y/N) _____ Boring (Y/N) Y Depth TBD

**Note: Within planned section line bore, depth can't be determined without utility depth.*

Type of Structure 16" steel natural gas liquids (NGLs) pipeline

Work Being Done Installation of underground 16" steel natural gas liquids (NGLs) pipeline

****Map Detailing Location Crossing and One Call Ticket Information Must Be Attached****

Your Company has asked R & T Water District ("R&T") for permission to cross R&T's right of way and R&T's water pipeline and appurtenances thereto (collectively, "R&T's Line") with another structure or facility ("Structure") at a location(s) described above and on the attached map. R&T is not granting your Company an easement or permission to enter the property. Rather, your Company must obtain an easement or permission to enter the property from the landowner. This Crossing Permit and Agreement is to witness R&T's consent to the Structure insofar as prior rights of R&T are concerned.

R&T serves the public interest by operating its water pipeline for transporting treated water, under pressure. Damage to or breakage of the pipeline may result in injury to persons and damage to property. This is cause for constant concern on the part of your Company. Your Company is also in the public interest, and R&T desires to cooperate with your Company and requests help in using your knowledge and experience to prevent damage to R&T's Line.

AGREEMENT

Upon the request of your Company, R&T consents to the Structure crossing R&T's Pipeline subject to the following covenants and conditions:

1. Before commencing work on the Structure, your Company shall notify R&T of its intent to cross R&T's line, by timely completing and submitting all of the information set forth in this document to R&T and paying any monies due to R&T as outlined in this document.
 - a. If your Company fails to submit the paperwork to R&T, R&T may, in its sole discretion, (1) order removal of the Structure, (2) order that an appropriate inspector arrange to uncover the Structure to inspect the Structure with your Company bearing any and all costs associated therewith, (3) impose a civil penalty of \$5,000.00 against your Company, (4) impose criminal charges, or (5) undertake any and all other remedies as the same may be allowed and provided for under applicable law.
2. Your Company shall meet with R&T to discuss any issues associated with the Structure crossing R&T's line, including, but not limited to, mutual determination by R&T and your Company of the point and angle at which the Structure will cross R&T's line and a scheduled date and time for R&T to have a representative present at the performance of the work on the Structure.
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 6. Your Company shall indemnify, protect and save R&T harmless from any and all claims, demands, actions, and causes of action of whatsoever kind, for damage to or loss or destruction of property, loss of water, or for damage to or death of persons, caused by, or growing out of, or arising in connection with the construction, use, maintenance, removal or presence of the Structure, including indemnifying R&T for any contamination, any clean-up or any environmental claims or actions resulting from the activities of your Company.
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 8. Your Company, and anyone working for or on behalf of your Company, shall install such safety devices, and shall take such safety, protective, and precautionary measures, including protective devices, as required by governmental District, or as R&T shall reasonably require to protect R&T's Line and for the safety and protection of persons and property.
 9. Your Company, and anyone working for or on behalf of your Company, shall comply all applicable laws, statutes, ordinances, and regulations, including, but not limited to, chapter 49.23-06 of the North Dakota Century Code.
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- 12. Your Company shall be liable to R&T for any information provided herein that is misleading, proves to be untrue or for any obligation that is not fulfilled as provided in this Agreement.

[SIGNATURE PAGE FOR CROSSING PERMIT & AGREEMENT]

Company/Owner ONEOK Bakken Pipeline, L.L.C. Date _____

By W. R. Hoppensteadt, Director Real-Estate Services Phone No. 918-588-7000

Contractor TBD Date _____

By _____ Phone No. _____

ACCEPTED AND AGREED TO BY

DocuSigned by:

085CD1991E15479

Date: _____



R&T WATER DISTRICT



By: Craig Haskins



Its: General Manager

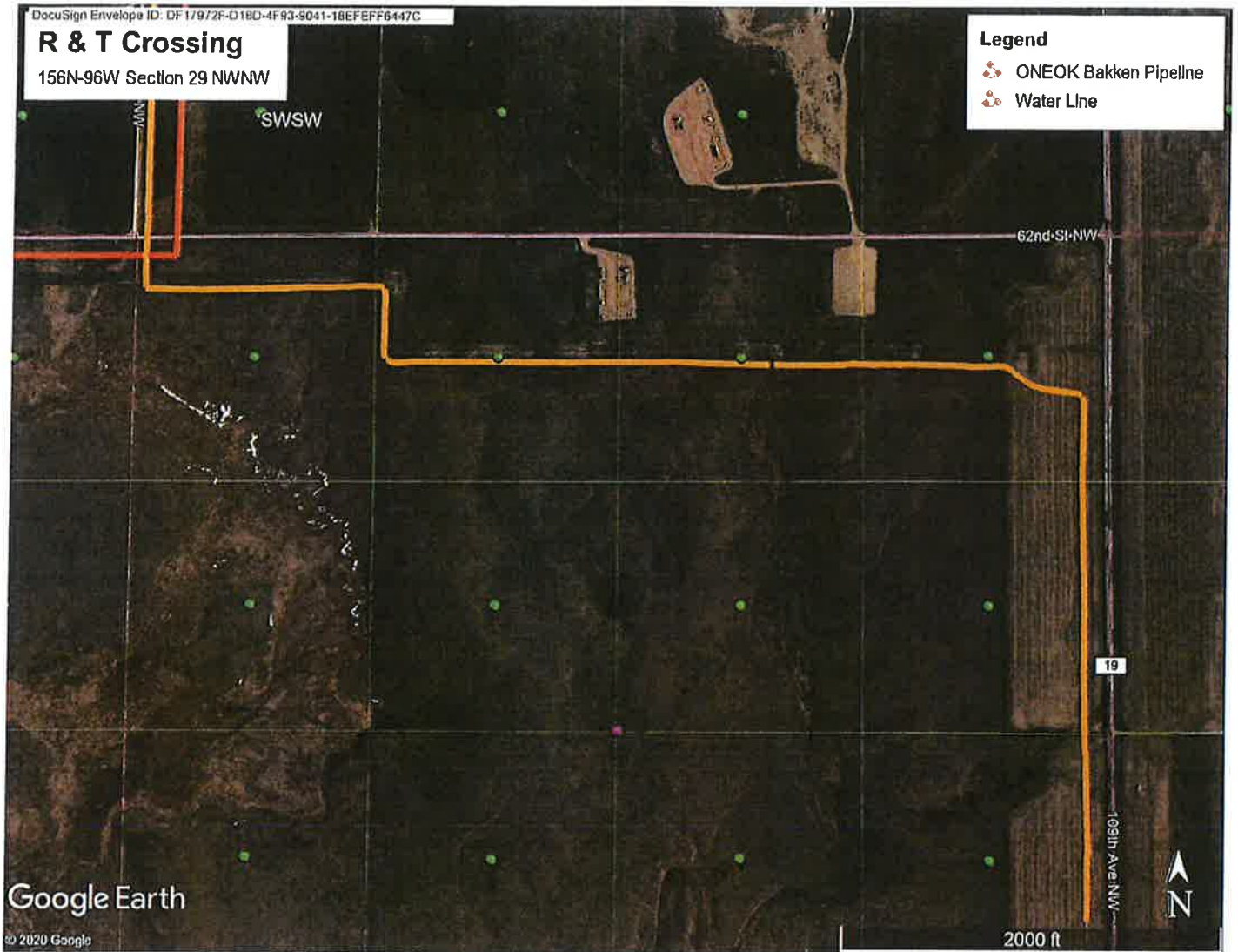
DocuSign Envelope ID: DF 17972F-D18D-4F93-9041-18E9E9F6447C

R & T Crossing

156N-96W Section 29 NWNW

Legend

-  ONEOK Bakken Pipeline
-  Water Line



Google Earth

© 2020 Google

2000 ft

Western Area Water Supply Authority
(2 permits)



WAWSA Transmission Line Permit Request Agreement

Company Name: ONEOK Bakken Pipeline, L.L.C.
 Company Address: 100 W 5th St. ~ MD 16-9
 City/State/Zip Code: Tulsa, OK 74103
 Phone Number: 918-588-7000 Fax Number: _____

Name and phone number of person(s) coordinating program for your

Name: _____ Phone Number (if different) _____
Michael Gordon 719-650-2218

Once the permit request has been transmitted, IT IS THE RESPONSIBILITY TO READ AND VERIFY THE ACCURACY OF EACH PERMIT REQUEST. Contact the WAWSA office immediately if there are any changes. The applicant acknowledges receipt of the WAWSA Line Crossing Request Policies and Procedures and agrees to comply with those conditions.

Name: W. R. Hoppensteadt, Director Real-Estate Services Date: 4/1/2020
 Signature:  _____ 
DocuSigned by: 683CD1991E1B479...

Tunneling(Y/N) N Boring (Y/N) Y Depth _____

Type Of Work Installation of underground 16" steel natural gas liquids (NGLs) pipeline

Work being done for ONEOK Bakken, Pipeline, L.L.C.

County Williams City/Place _____

Address _____ Street _____

Nearest Cross Street US Hwy 2

Location of Work Crossing US Hwy 2, between mile markers 29 and 30; Williams County, ND

Remarks _____

Township – 156 101 Range Section 25 SW¼SW¼ Section/Quarter to Section 26 SE¼SE¼ Section/Quarter

For use by WAWSA Staff only
 Approved/ Denied: _____ Date: 4/27/20
 Work to Start On: _____

Locate & Witness Contact information

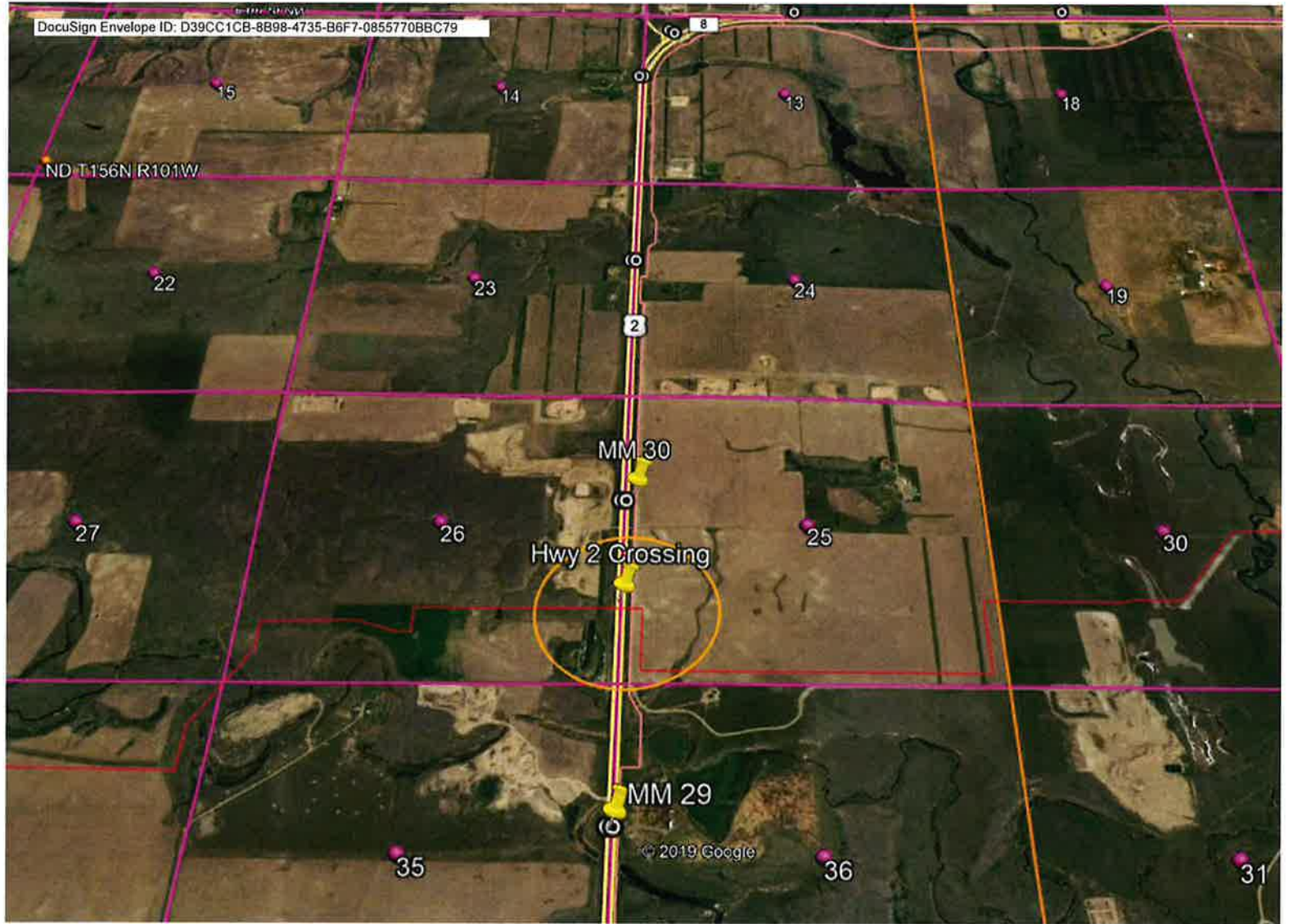
Name: Shae Johnson Phone Number: 701 609 6302
 Witness Signoff: _____ Date: 4/27/20

WAWSA, PO Box 2343, Williston, ND 58802-2343, Phone: (701) 774-6605, Fax: (701) 774-6606

PAID

DocuSign Envelope ID: D39CC1CB-8B98-4735-B6F7-0855770BBC79

ND T.156N R.101W



Williams County, North Dakota



Exhibit A

Tract: NDWM.HTL.UX.0152.0001
Rods Crossed: 4.07

Legend

- Centerline
- Tract Boundary
- Permanent Easement
- EWS

Western Area Water Supply
Authority (WAWSA)

Scale
1:500



WAWSA Transmission Line Permit Request Agreement

Company Name: ONEOK Bakken Pipeline, L.L.C.
Company Address: 100 W 5th St ~ MD 16-9
City/State/Zip Code: Tulsa, OK 74103
Phone Number: 918-588-7000 Fax Number:

Name and phone number of person(s) coordinating program for your

Name: Michael Gordon Phone Number (if different) 719-650-2218

Once the permit request has been transmitted, IT IS THE RESPONSIBILITY TO READ AND VERIFY THE ACCURACY OF EACH PERMIT REQUEST. Contact the WAWSA office immediately if there are any changes. The applicant acknowledges receipt of the WAWSA Line Crossing Request Policies and Procedures and agrees to comply with those conditions.

Name: W. R. Hoppensteadt, Director Real-Estate Services Date: 4/1/2020

Signature: [Signature] DocuSigned by: [Signature] DS

Tunneling(Y/N) N Boring (Y/N) Y Depth

Type Of Work Installation of underground 16" steel natural gas liquids (NGLs) pipeline

Work being done for ONEOK Bakken, Pipeline, L.L.C.

County Williams City/Place

Address Street

Nearest Cross Street Co. Hwy 21

Location of Work Approximately 3,073' South of 66th St NW and 80' West of 105th Ave NW (HWY 21)

Remarks

Township - 156 Range 96W Section/Quarter Section 01SE1/4NE1/4

For use by WAWSA Staff only
Approved/ Denied: Date: 4/27/20
Work to Start On:



Locate & Witness Contact information
Name: Shae Johnson Phone Number: 701 609 6302
Witness Signoff: Date: 4/27/20

PAID

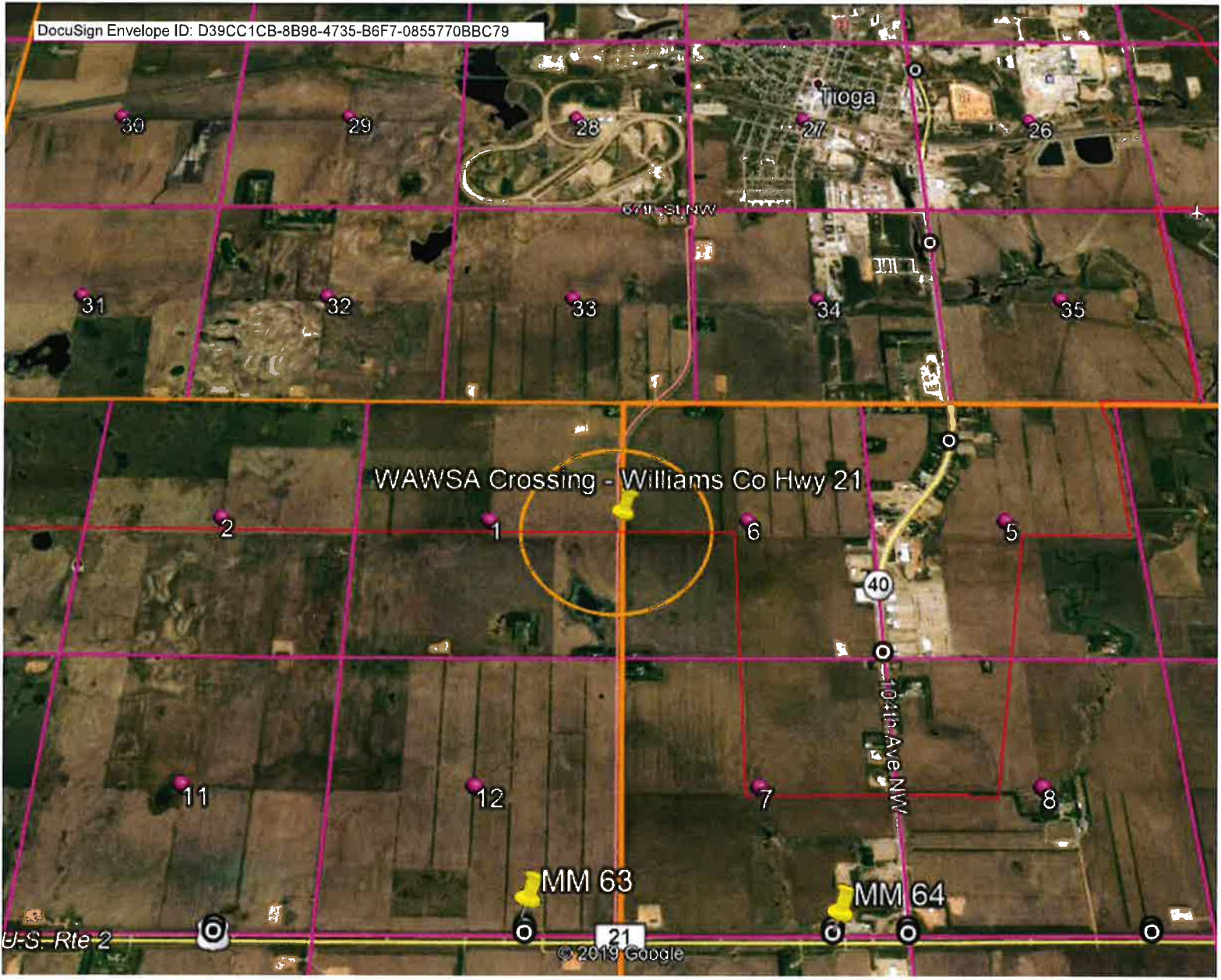
WAWSA Crossing

156N-96W Section 1 SENE

Legend

-  Route
-  ONEOK Bakken Pipeline





Williams County, North Dakota



Exhibit A

Tract: NDWM_HTL_UX.0042.01.01
Rods Crossed: 8.17

Legend

- Centerline
- Tract Boundary
- Permanent Easement
- RTWS

Western Area Water Supply
Authority (WAWSA)

01 T564 R08V
06 T56N R05W

