

October 27, 2023

Via Electronic Mail & U.S. Mail

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

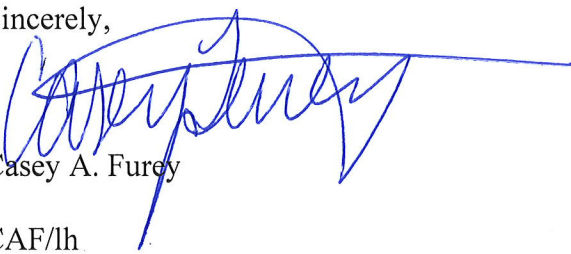
In re: ONEOK Rockies Midstream, L.L.C.
Cherry Creek Extension Pipeline Project
McKenzie County
Case No. PU-23-015
Our File No. 072530-000018

Dear Mr. Kahl:

Enclosed for filing on behalf of ONEOK Rockies Midstream, L.L.C., please find eight copies each of the approved McKenzie County Approach Permit and McKenzie County Utility Permit regarding the above-referenced matter.

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

Sincerely,


Casey A. Furey

CAF/lh
enc.

cc: Michael Dailey (via email)

McKENZIE COUNTY APPROACH PERMIT

Permit

AP2023-066

PERMIT TO CONSTRUCT AN APPROACH TO A COUNTY ROAD

Revised Application Effective September 20, 2022

**ONEOK Bakken Pipeline,
L.L.C.**

of **100 West Fifth Street, Tulsa, OK 74103**

Approach Owner

Address, City, State & Zip

Road where approach will be located	Section	Township (N)	Range (W)	Approach Type	Approch Use	Unit Count	Truck Count	For Official Use Only (Fee)
23rd St. NW	5	149	100	Temporary	Commercial (CM)	0	3-5	\$100.00
23rd Street NW	8	149	100	Temporary	Commercial (CM)	0	3-5	\$100.00
24th Street NW	5	149	100	Temporary	Oil Pad (OP)	0	3-5	\$100.00
24th Street NW	5	149	100	Temporary	Oil Pad (OP)	0	3-5	\$100.00
136th Ave. NW	8	149	100	Temporary	Oil Pad (OP)	0	3-5	\$100.00
137th Ave. NW	32	150	100	Temporary	Oil Pad (OP)	0	3-5	\$100.00
137th Ave. NW	31	150	100	Temporary	Oil Pad (OP)	0	3-5	\$100.00
138th Ave. NW	36	150	101	Temporary	Oil Pad (OP)	0	3-5	\$100.00
138th Ave. NW	31	150	100	Temporary	Oil Pad (OP)	0	3-5	\$100.00

Total Fee: \$900.00

Site Name: _____

Email Address: **brady@btruenergy.com****Brady Trudell****(406) 580-7625**

Printed Name of Authorized Agent of the Contractor or Approach Owner Telephone Number

WHERE SHOULD THE APPROVED PERMIT BE SENT TO:

Brady Trudell**(406) 580-7625**

Approach Owner or Agent Name for Approach Owner

Telephone Number

PO Box 1682

Address

Sidney, MT 59270

City, State & Zip Code

The Contractor must comply with all terms and conditions stated herein, especially the minimum engineering standards. Failure to comply with the CONDITIONAL CONSENT shall cause the consent to be rescinded and the Contractor must remove the approach from the right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the approach from right-of-way for non-compliance and reimbursement will be made to the County by Contractor for doing the same.

Approval Stamp

**PAID****APPROVED**By Tim Pickering 10/19/2023
9:13:14 AM

PERMIT TO CONSTRUCT AN APPROACH TO A COUNTY ROAD

Revised Application Effective September 20, 2022

Terms and Conditions

Approach Specs

Top width: 24' minimum - 40' maximum
 8:1 Minimum Inslopes Required
 Black Dirt & Seeding* Required
 Signs (if required)
 Culvert (if required)
 Applicant responsibility to conduct hydrology study to determine culvert size
 Runoff Area (if required)

*County Approved Grass Seed Mix - Check with owner before using

Seed Mixture	Per Live Seed
Grass Species	lb/acre
Fairway Crested Wheat Grass	6
Slender Wheat Grass"	4
Russian Wild Rye	2
Oats	15
46-0-0 Fertilizer	20

" Pubescent Wheat Grass may be substituted

Consent to construct an approach to a county maintained road is granted on these terms and conditions:

1. The Contractor must pay for all damage to the existing road caused by his activities.
2. The Contractor is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in McKenzie County. Furthermore, the Contractor agrees to indemnify and hold harmless McKenzie County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against McKenzie County on account of the activities conducted by the Contractor.
3. The minimum road top width shall be 24 feet with adequate surfacing applies.
4. If required, a culvert sized adequately for a 25 year flood event shall be installed.
5. A clear sight stopping distance for the posted speed limit shall be used as a minimum clear sight distance.
6. If the approach will be used by the general public (as a section line road) a run off on the opposite side will be required. Signing will be required as shown in the current version of the "Manual of Uniform Traffic Control Devices". The installation and maintenance of the signs are the responsibility of the Contractor.
7. Any intersection that may constitute a hazard shall require dangerous intersection or other warning signs. These signs may be required after the construction of the approach if it proves to be a hazard to the public.
8. The approach shall be constructed with good workmanship so as to leave a neat appearing project.
9. Once completed the entire distributed area with the exception of the road top shall be covered with black dirt and seeded with an approved seed mix.
10. Any disturbed area within the right-of-way shall be rehabilitated and seeded using an approved seed mix.
11. Maps and construction plans shall be included with this application.
12. Submit application once approach has been staked.

AUTHORIZED AGENT OF THE CONTRACTOR

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

Tom Giltner**10/09/2023**

Signature of Authorized Agent of the Contractor or Approach Owner

Date

***Please Note - It is the applicant's responsibility to verify the legal ownership of property authorized herein. Any information provided to the County regarding legal property ownership in this regard shall not be considered as official legal information. Such official legal information is maintained in the records of the County Recorder's Office

No inherent or retained right or privilege of any abutting property owner is affected by this permit nor is the County responsible for any claims which may develop between the permittee and any property owner concerning use of the right-of-way. Permittee is responsible for maintaining ingress/egress of private driveways during the installation of its facilities and for restoration of driveways during installation of its facilities and for restoration of driveways to the owners' satisfaction.

This permit has been approved based on information provided by the applicant. It is the applicant's responsibility to ensure that the information on the approved permit is correct. Any deviation from the approved permit will constitute it as an unauthorized permit and fees will apply.

Approach Location Rules

1. Approaches must be staked prior to review. An approach without a stake will be assessed a fee of \$200. No exceptions
2. Any unauthorized approaches will be assessed a fine of \$5,000
 - a. No Building of approaches prior to approval
 - b. No use of existing change of use approach without approval
3. Approaches must be a minimum of 500 ft. apart from each other
4. Approaches must be a minimum of 500ft. away from the junction of county roads and state highways.
5. No more than 4 approaches per mile, per side of the road
6. The county recommends culverts at a minimum size of 18 inch; however a hydrology study will have to be conducted by the applicant to determine the proper size for 25 year flood event. The county is not responsible for improper culvert installation.
7. Applications must include map/plat to proposed location. Any application the does not have maps/plats of location will not be reviewed.
8. Construction of approach must happen within 1 year or applicant must reapply.

**McKenzie County**1300 12th Street SE, Suite 240

Watford City, ND 58854

Ph. 701-444-2600

county.mckenziecounty.net

PERMIT #: OR231001TG

UTILITY PERMIT APPLICATION

All applications must be legible, printed in ink or typed, and suitable for reproduction. A completed Utility Permit Application is to be submitted to the Engineering Department for permanent and temporary utilities. The Utility Permit Application Review Checklist is to be filled out by the Applicant and is to accompany all Applications.

APPLICATION TYPE

TEMPORARY PERMANENT

UTILITY OWNER INFORMATION

UTILITY OWNER NAME:

ONEOK Bakken Pipeline, L.L.C.

EMAIL:

tom.giltner@oneok.com

PHONE NUMBER:

406-433-8505

MAILING ADDRESS:

896 25th Street SE, Sidney, MT 59270

PERMIT APPLICATION INFORMATION

APPLICANT NAME:

Tom Giltner

EMAIL:

tom.giltner@oneok.com

PHONE NUMBER:

406-433-8505

MAILING ADDRESS:

896 25th Street SE, Sidney, MT 59270

CONTRACTOR INFORMATION

CONTRACTOR NAME:

Jomax Construction

EMAIL:

steve.barrow@jomaxgb.us

PHONE NUMBER:

701-842-2685

MAILING ADDRESS:

12274 26th F St. NW, Watford City, ND 58854

ORGANIZED TOWNSHIP INFORMATION

If proposed utility is in an organized township, approval may be required by the township. Check the County website to see which townships require approval.

TOWNSHIP: YES NOIf yes, which township?
Alex and Arnegard

UTILITY INFORMATION

Please give a brief description of the proposed facility. A sketch, drawing, or engineered plans along with maps associated with the location(s) and route of the proposed work must be submitted with this application. Detailed location maps showing lateral and longitudinal offsets from roadway centerlines are required for a permit.

poly line for the transport of natural gas liquids



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UTILITY INFORMATION (CONTINUED)

Complete the following information, as applicable.

SIZE OF UTILITY: 12"	NUMBER OF CABLES: n/a	LENGTH OF GUY DOWNS: n/a
PIPELINE PRESSURE: MAOP of 1,440 psig	CASING SIZE: n/a	CASING LENGTH: n/a
LOCATION OF POLE(S): n/a	NUMBER OF APPURTENANCES IN ROW: n/a	TYPE OF MATERIAL: poly
CULVERT CROSSING SIZE: n/a	LOCATION – OTHERS:	

TYPE OF WORK: Select all that apply.

- MULTI-FAMILY SINGLE FAMILY AGRICULTURE COMMERCIAL INDUSTRIAL
 ROAD BORE CABLE BORE SECTION LINE CROSSING OVERHEAD
 ELECTRIC TELECOM GAS OIL WATER
 OTHER natural gas liquids

INSTALLATION

START DATE: 10 / 2 / 2023

END DATE: 1 / 2 / 2024

LOCATION INFORMATION

Use additional sheet provided, as needed.

ROAD OR SECTION LINE	ALONG OR ACROSS	SECTION		TOWNSHIP		RANGE		OFFICE USE ONLY	
		FROM	TO	FROM	TO	FROM	TO	TYPE	FEE
138th Ave. NW	Across	36	31	150N	150N	101W	100W	12 inch bore	\$500
137th Ave. NW	Across	31	32	150N	150N	101W	100W	12 inch bore	\$500
24th Street NW	Across	32	5	150N	149N	100W	100W	12 inch bore	\$500
137th Ave. NW	Across	5	5	149N	149N	100W	100W		
137th Ave. NW	Across	5	5	149N	149N	100W	100W		
Section Line	Across	5	8	149N	149N	100W	100W	SL	\$25
TOTAL FEE:									\$1,525



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TERMS AND CONDITIONS

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

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

1. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in or trenches and collapse of pipe. Utility company is responsible for restoring and reclaiming any land used for temporary or permanent utilities to their original condition.
2. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that is the fault of the utility company. Furthermore, utility company agrees to indemnify and hold harmless McKenzie County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against McKenzie County on account of the activities conducted by the utility company in crossing any existing road or section line.
3. When the utility company crosses an existing road or section line, or places a line parallel to the road in the right-of-way, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the temporary or permanent utility facility should McKenzie County deem it necessary or advisable in its sole discretion. Roads may be built on the section line or off the section line as allowed by North Dakota law. Should the utility company fail to take the necessary steps to relocate or reconstruct its permanent or temporary utility facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by McKenzie County in moving, relocating, or reconstructing the utility facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off of the section line as allowed by North Dakota Law.
4. The buried or overhead transmission facility to be installed by the utility company in crossing any existing road shall, at a minimum, comply with the following engineering standards:
 - a. Pipe shall be cased or heavy wall pipe used.
 - b. All overhead powerlines crossing over public streets, roads, and non-residential driveways with truck traffic must maintain a minimum height of 18ft.
 - c. All bores under county roads must be approved by the Road and Bridge Department.
 - d. All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - e. All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - f. Vent pipes must be outside existing right-of-way lines.
 - g. All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix approved by the Road and Bridge Department.
 - h. If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33-foot line, whichever is greater, on both sides of the road.
 - i. The Company's plan to bury a transmission facility filed with the County Engineer must show, at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - j. The Company's plan must be submitted to the Office of the County Engineer for review at least two (2) weeks prior to the commencement of the project.
5. Any crossing installed by trenching or plowing in may be no more than eight (8) inches in width. The Company will apply surfacing materials and compact the site, returning it as close as possible to the original compaction. The Utility Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored. All road trenching and reconstruction shall be inspected and approved by the Road and Bridge Department.
6. Temporary utility lines that are parallel to a county-maintained road must exist outside the clear zone. The clear zone on a gravel road is 30 feet from the outside edge of the shoulder of the road. The clear zone on a paved road is 30 feet from the outside edge of the shoulder of the road. Applicants are required to permit temporary lines that parallel a county-maintained road, pass through culverts or cattle guards, as well as cross section lines. Application fees are non-refundable. When a permit is requested the fee that is distributed by the Road and Bridge Department is considered the application fee. If the utility is not implemented, the fee MUST still be paid. Accounts will not be credited for unused or expired permits. Any refunds will be at the discretion of the Road and Bridge Department.
7. Utility company must comply with all terms and conditions stated herein, with particular attention to the required engineering standards. McKenzie County shall give written notice to utility company in the event it believes the utility company has failed to meet any of the terms or conditions of the permit. Utility company representative shall meet with McKenzie County engineer or his representative within three (3) days of such notice (unless a longer time is requested by McKenzie County) to discuss and review the alleged violation of terms and conditions: if utility company agrees with McKenzie County that terms and conditions have been violated, utility company shall begin work within 24 hours (or such longer time as McKenzie County might allow) to correct such violations of terms and conditions and shall work diligently until such violations are



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corrected. If utility company fails to begin work timely or diligently to correct such violations, utility company shall be deemed to have failed to comply with the **CONDITIONAL CONSENT**. Failure to comply with this **CONDITIONAL CONSENT** shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried, overhead, or temporary transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same. If utility company disagrees with McKenzie that it is in violation of the terms and conditions as outlined in the permit, utility company shall nevertheless comply with the demands of McKenzie County; but, if it is later determined that McKenzie County was in error in its position, McKenzie County will reimburse utility company for its costs in complying with McKenzie County's demands.

8. For purposes of this permit "highway right-of-way" shall mean the highway right-of-way as it exists on the date of execution of this permit and shall also include that area within seventy-five feet of the center of the highway right-of-way over which the Board of McKenzie County Commission has control pursuant to North Dakota Century Code 24-01-42.
9. Permanent utility applications are valid for one year upon approval. After one year the applicant must reapply for the permit.
10. Temporary utility applications are valid for 180 days upon approval. After 180 days the applicant must reapply for the permit.
11. It is the Applicant's responsibility to verify the legal ownership of property authorized herein. Any information provided to the County regarding legal property ownership is in this regard shall not be considered as official legal information. Such official legal information is maintained in the records of the County Recorder's Office.
12. No inherent or retained right or privilege of any abutting property owner is affected by this permit nor is the County responsible for any claims which may develop between the permittee and any property owner concerning use of the right-of-way. Permittee is responsible for maintaining ingress/egress of private driveways during the installation of its facilities and for restoration of driveways during installation of its facilities and for restoration of driveways to the owners' satisfaction.
13. This permit has been approved based on information provided by the applicant. It is the applicant's responsibility to ensure that the information on the approved permit is correct. Any deviation from the approved permit will constitute it as an unauthorized permit and fees will apply

SIGNATURE

AUTHORIZED AGENT OF THE UTILITY COMPANY

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

DocuSigned by:

Tom Giltner

APPLICANT SIGNATURE

10/2/2023

DATE

OFFICE USE ONLY

APPROVAL STAMP



CONDITIONS:



APPROVED

By Tim Pickering at 10:01 am, Oct 19, 2023

**McKenzie County**1300 12th Street SE, Suite 240

Watford City, ND 58854

Ph. 701-444-2600

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UTILITY PERMIT APPLICATION REVIEW CHECKLIST

PROJECT INFORMATION

PERMIT NUMBER:
OR231001TG

UTILITY OWNER:
ONEOK Bakken Pipeline, L.L.C.

REVIEW CHECKLIST

SUBMITTAL REQUIREMENTS	APPLICANT CHECKLIST	COUNTY STAFF REVIEW
Map of entire project. Map is to include the facility locations and distances off of the centerline of the road and/or section line, including pipe, appurtenances, types of crossing, etc.	X	
Bore profile of all crossings to include depth of bore, beginning and ending location of bore, and centerline of road and/or section line.	X	
Landowner Agreements and/or Easements.	X	
Approved Federal, State, and Local permits, as applicable.		
Completed and signed approach permit for any temporary and/or permanent approaches needed.		
Completed and signed Township Approval Form, if applicable.		
For temporary utilities, the County's Planning and Zoning Department has been notified.		

Cherry Creek Extension

- Legend**
- Point of Inflection
 - ◇ Final Stationing
 - Crossings
 - - - Land Owner Lines
 - Created Routes
 - █ Permanent Access Roads
 - █ Temporary Access Roads
 - █ Unknown Access Roads
- RL Pipeline Route**
- █ Proposed
 - ESA
 - █ ESA
 - █ NGGP Centerlines
 - █ NGL Centerlines
 - █ Rivers
 - █ Competitor Pipelines
 - █ Electric Lines
 - █ Access Roads Buffer
 - █ Permanent Buffer
 - █ Temporary Buffer
 - █ Parcels
 - █ Wetlands
 - █ Water Bodies

Crossings Summary

STATION	TYPE
32.8	NGGP Pipeline
7	NGGP Pipeline
7.5	NGGP Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
8.1	NGL Pipeline
1890.4	Roads
1106.1	Property Line
0	Property Line
1886.8	Property Line

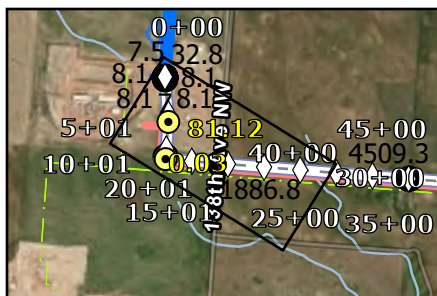
PI Angle Summary

ANGLE
0.03
81.12

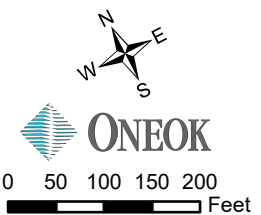


Landowner Summary (Lengths are Approximate)

OWNER	ADDRESS	CITY	STATE	LAND USE	PARCELAPN	SEC	TWP	TDIR	RNG	RDIR	RODS
GULLICKSON, IRENE A, TESTAMENTARY TR	PO BOX 1446	WILLISTON	ND	AGRICULTURAL - VACANT	010015700	36	150	N	101	W	47.32
ONEOK ROCKIES MIDSTREAM LLC	100 W 5TH ST	TULSA	OK	COMMERCIAL	010015500	36	150	N	101	W	67.03
THOMPSON, ROGER & KAY, (JT)	2381 137TH AVE NW	ARNEGARD	ND	AGRICULTURAL - VACANT	030013000	31	150	N	100	W	158.95



THIS MAP HAS BEEN COMPILED AND PRINTED BY ONEOK, INC. FROM AVAILABLE INFORMATION. ONEOK DOES NOT GUARANTEE THE ACCURACY OF THIS MAP OR INFORMATION DELINEATED THEREON. NOR DOES ONEOK ASSUME RESPONSIBILITY FOR ANY RELIANCE THEREON. RECIPIENT AGREES NOT TO COPY, DIGITIZE, OR DISTRIBUTE THIS MAP WITHOUT EXPRESS CONSENT FROM ONEOK OR ITS AFFILIATES. BEFORE DIGGING, ALWAYS CONTACT 811 OR YOUR LOCAL STATE ONE CALL SERVICE.



1 inch = 200 ft Scale: 1:2,400

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Date Exported:

Cherry Creek Extension

Legend

- Point of Inflection
- Final Stationing
- Crossings
- Land Owner Lines
- Created Routes
- Permanent Access Roads
- Temporary Access Roads
- Unknown Access Roads
- RL Pipeline Route**
- Proposed
- ESA
- ESA
- NGL Centerlines
- Rivers
- Competitor Pipelines
- Electric Lines
- Access Roads Buffer
- Permanent Buffer
- Temporary Buffer
- Parcels
- Wetlands
- Water Bodies

Crossings Summary

STATION TYPE	
4509.3	Property Line

PI Angle Summary

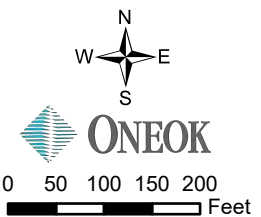
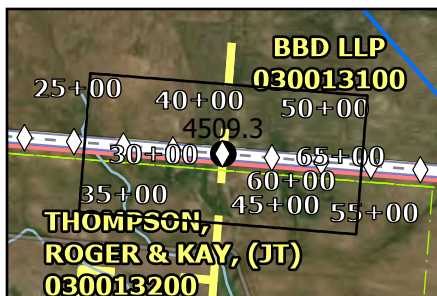
ANGLE



Landowner Summary (Lengths are Approximate)

OWNER	ADDRESS	CITY	STATE	LAND USE	PARCEL APN	SEC	TWP	TDIR	RNG	RDIR	RODS
THOMPSON, ROGER & KAY, (JT)	2381 137TH AVE NW	ARNEGARD	ND	AGRICULTURAL	030012900	31	150	N	100	W	161.1
THOMPSON, ROGER & KAY, (JT)	2381 137TH AVE NW	ARNEGARD	ND	AGRICULTURAL - VACANT	030013000	31	150	N	100	W	158.95

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Date Exported:

Cherry Creek Extension

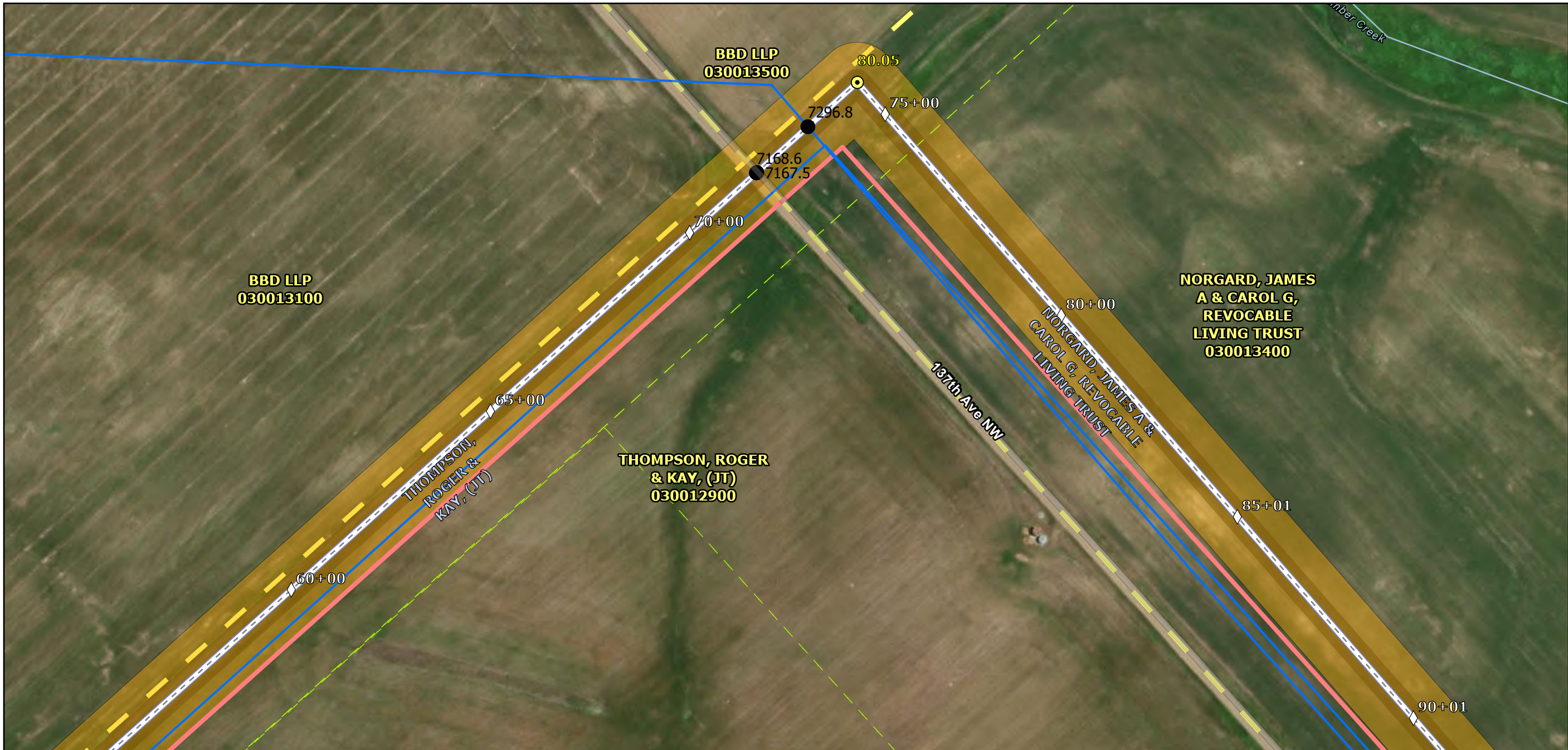
- Legend**
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 - Proposed
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 - NGL Centerlines
 - Rivers
 - Competitor Pipelines
 - Electric Lines
 - Access Roads Buffer
 - Permanent Buffer
 - Temporary Buffer
 - Parcels
 - Wetlands
 - Water Bodies

Crossings Summary

STATION	CROSSING TYPE
7296.8	NGGP Pipeline
7168.6	Roads
7167.5	Property Line

PI Angle Summary

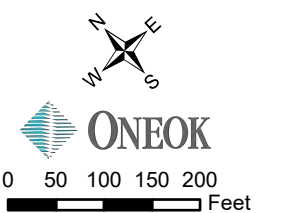
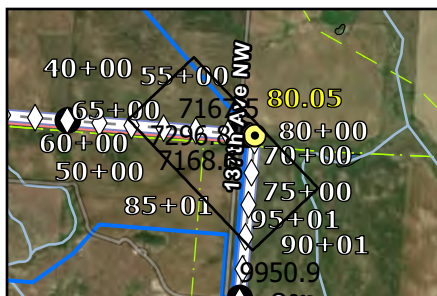
ANGLE
80.05



Landowner Summary (Lengths are Approximate)

OWNER	ADDRESS	CITY	STATE	LAND USE	PARCEL APN	SEC	TWP	TDIR	RNG	RDIR	RODS
THOMPSON, ROGER & KAY, (JT)	2381 137TH AVE NW	ARNEGARD	ND	AGRICULTURAL	030012900	31	150	N	100	W	161.1
NORGARD, JAMES A & CAROL G, REVOCABLE LIVING TRUST	4221 COVENTRY DR S	FARGO	ND	AGRICULTURAL - VACANT	030013400	32	150	N	100	W	172.26

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1 inch = 200 ft Scale: 1:2,400

Page 3 of 8

Date Exported:

Cherry Creek Extension

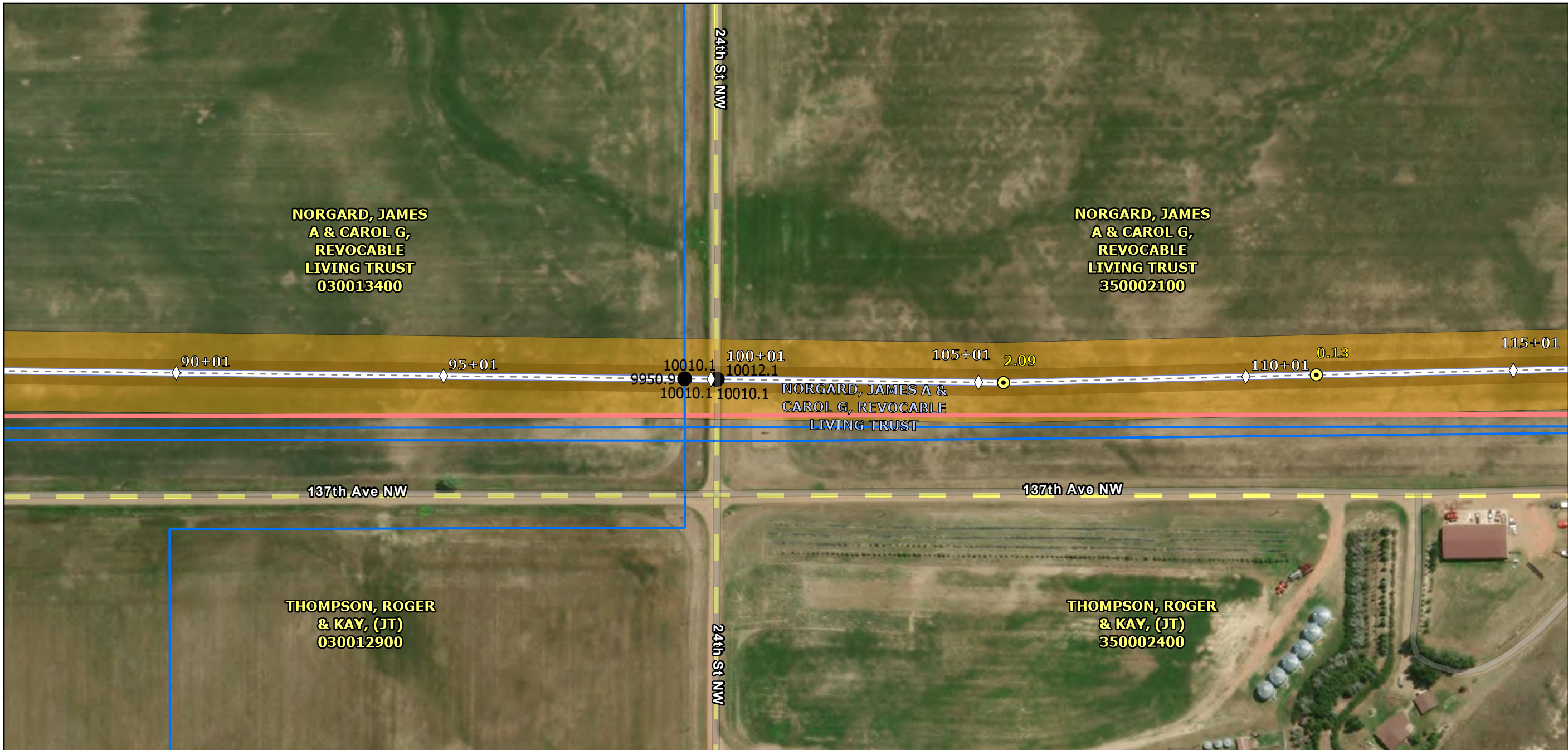
- Legend**
- Point of Inflection
 - ◇ Final Stationing
 - Crossings
 - - - Land Owner Lines
 - Created Routes
 - Permanent Access Roads
 - Temporary Access Roads
 - Unknown Access Roads
 - RL Pipeline Route**
 - Proposed
 - ESA
 - ESA
 - NGGP Centerlines
 - NGL Centerlines
 - Rivers
 - Competitor Pipelines
 - Electric Lines
 - Access Roads Buffer
 - Permanent Buffer
 - Temporary Buffer
 - Parcels
 - Wetlands
 - Water Bodies

Crossings Summary

STATION	CROSSING TYPE
9950.9	NGGP Pipeline
10012.1	Roads
10010.1	Property Line
10010.1	Property Line
10010.1	Property Line

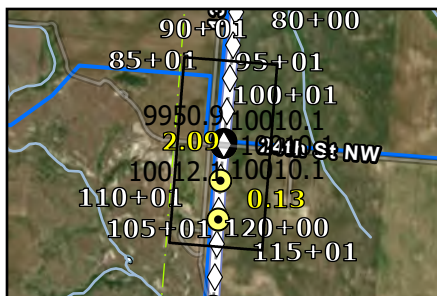
PI Angle Summary

ANGLE
2.09
0.13

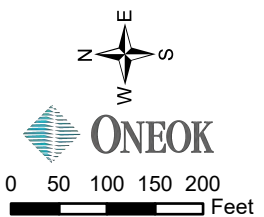


Landowner Summary (Lengths are Approximate)

OWNER	ADDRESS	CITY	STATE	LAND USE	PARCEL	APN	SEC	TWP	TDIR	RNG	RDIR	RODS
NORGARD, JAMES A & CAROL G, REVOCABLE LIVING TRUST	4221 COVENTRY DR S	FARGO	ND	AGRICULTURAL - VACANT	350002100	5	149	N	100	W	159.13	
NORGARD, JAMES A & CAROL G, REVOCABLE LIVING TRUST	4221 COVENTRY DR S	FARGO	ND	AGRICULTURAL - VACANT	030013400	32	150	N	100	W	172.26	
NORGARD, JAMES A & CAROL G, REVOCABLE LIVING TRUST	4221 COVENTRY DR S	FARGO	ND	AGRICULTURAL - VACANT	350002100	5	149	N	100	W	0	
NORGARD, JAMES A & CAROL G, REVOCABLE LIVING TRUST	4221 COVENTRY DR S	FARGO	ND	AGRICULTURAL - VACANT	030013400	32	150	N	100	W	0	



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Cherry Creek Extension

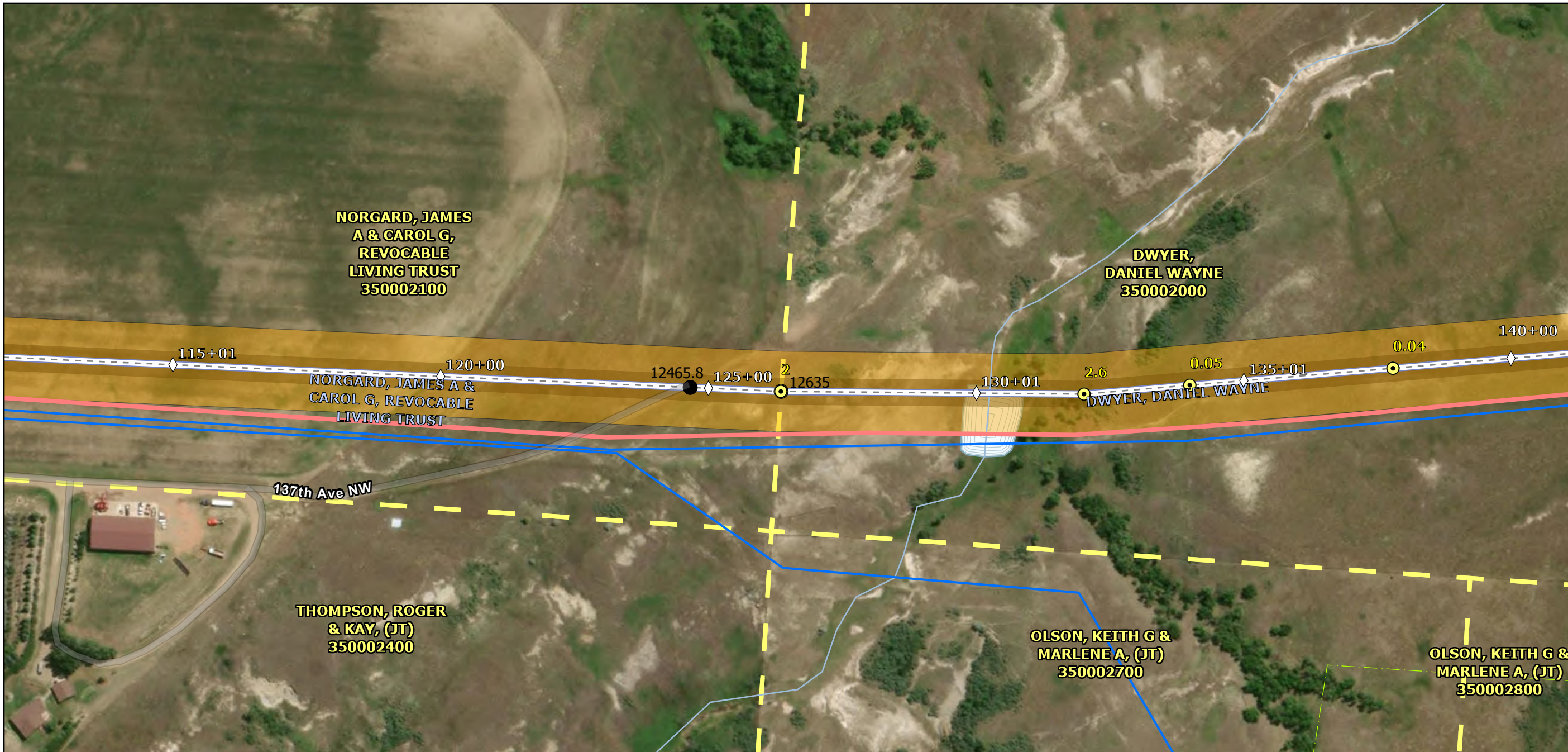
- Legend**
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 - █ Unknown Access Roads
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 - NGL Centerlines
 - Rivers
 - Competitor Pipelines
 - Electric Lines
 - █ Access Roads Buffer
 - █ Permanent Buffer
 - █ Temporary Buffer
 - ▭ Parcels
 - ▭ Wetlands
 - ▭ Water Bodies

Crossings Summary

STATION	CROSSING TYPE
12465.8	Roads
12635	Property Line

PI Angle Summary

ANGLE
2
2.6
0.05
0.04

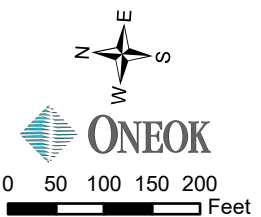


Landowner Summary (Lengths are Approximate)

OWNER	ADDRESS	CITY	STATE	LAND USE	PARCEL APN	SEC	TWP	TDIR	RNG	RDIR	RODS
DWYER, DANIEL WAYNE	PO BOX 146	ARNEGARD	ND	AGRICULTURAL - VACANT	350002000	5	149	N	100	W	159.64
NORGARD, JAMES A & CAROL G, REVOCABLE LIVING TRUST	4221 COVENTRY DR S	FARGO	ND	AGRICULTURAL - VACANT	350002100	5	149	N	100	W	159.13



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Cherry Creek Extension

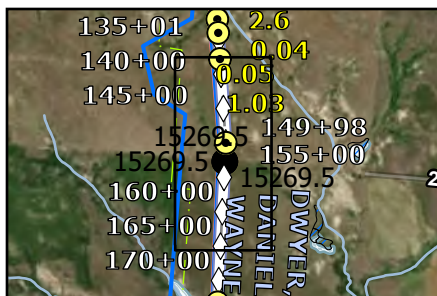
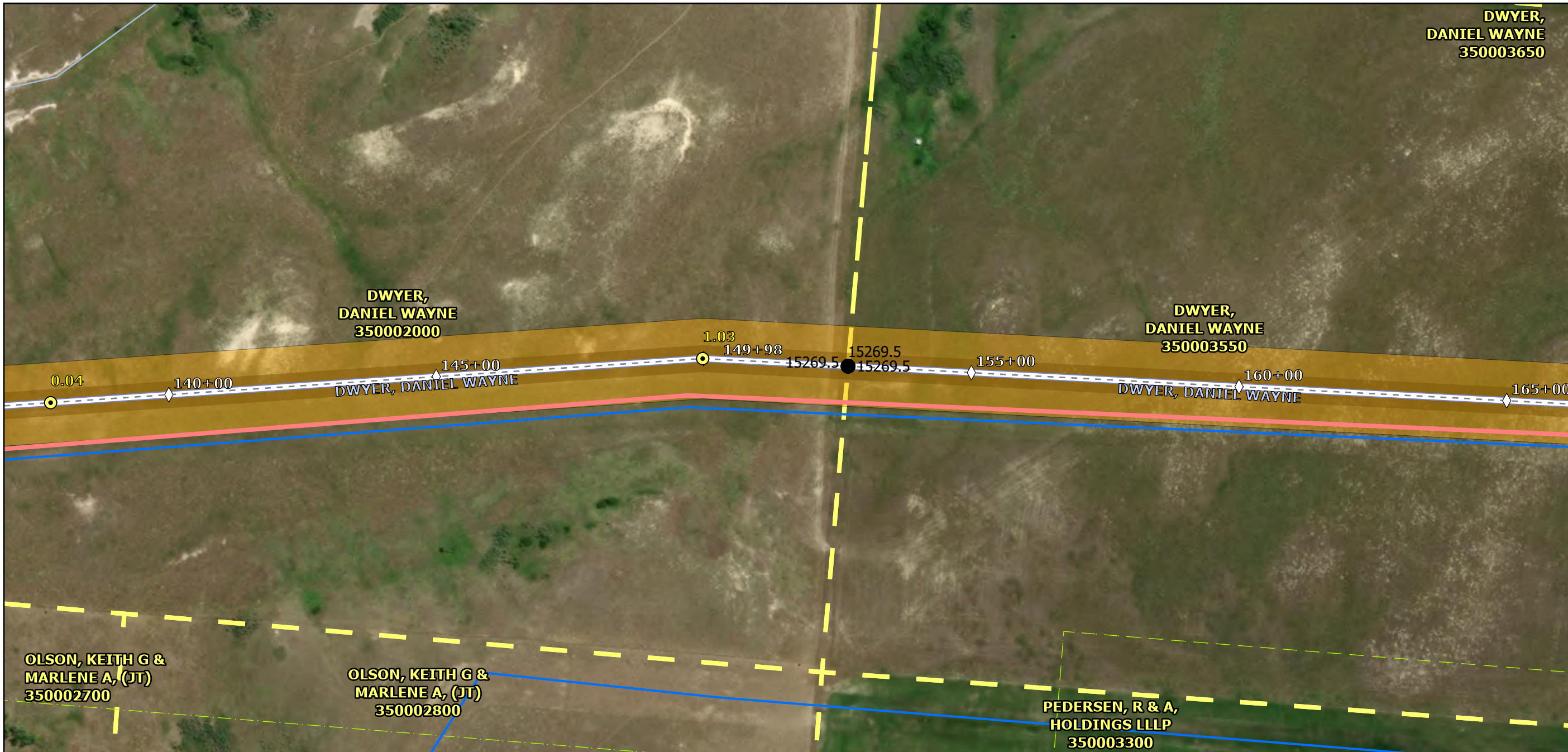
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 - Water Bodies

Crossings Summary

STATION	TYPE
15269.5	Property Line
15269.5	Property Line
15269.5	Property Line

PI Angle Summary

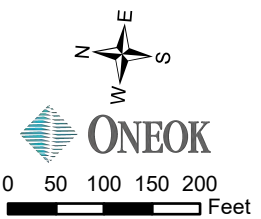
ANGLE
0.04
1.03



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Landowner Summary (Lengths are Approximate)

OWNER	ADDRESS	CITY	STATE	LAND USE	PARCELAPN	SEC	TWP	TDIR	RNG	RDIR	RODS
DWYER, DANIEL WAYNE	PO BOX 146	ARNEGARD	ND	AGRICULTURAL - VACANT	350002000	5	149	N	100	W	159.64
DWYER, DANIEL WAYNE	PO BOX 146	ARNEGARD	ND	AGRICULTURAL - VACANT	350003550	8	149	N	100	W	159.06
DWYER, DANIEL WAYNE	PO BOX 146	ARNEGARD	ND	AGRICULTURAL - VACANT	350002000	5	149	N	100	W	0
DWYER, DANIEL WAYNE	PO BOX 146	ARNEGARD	ND	AGRICULTURAL - VACANT	350003550	8	149	N	100	W	0



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Cherry Creek Extension

Legend

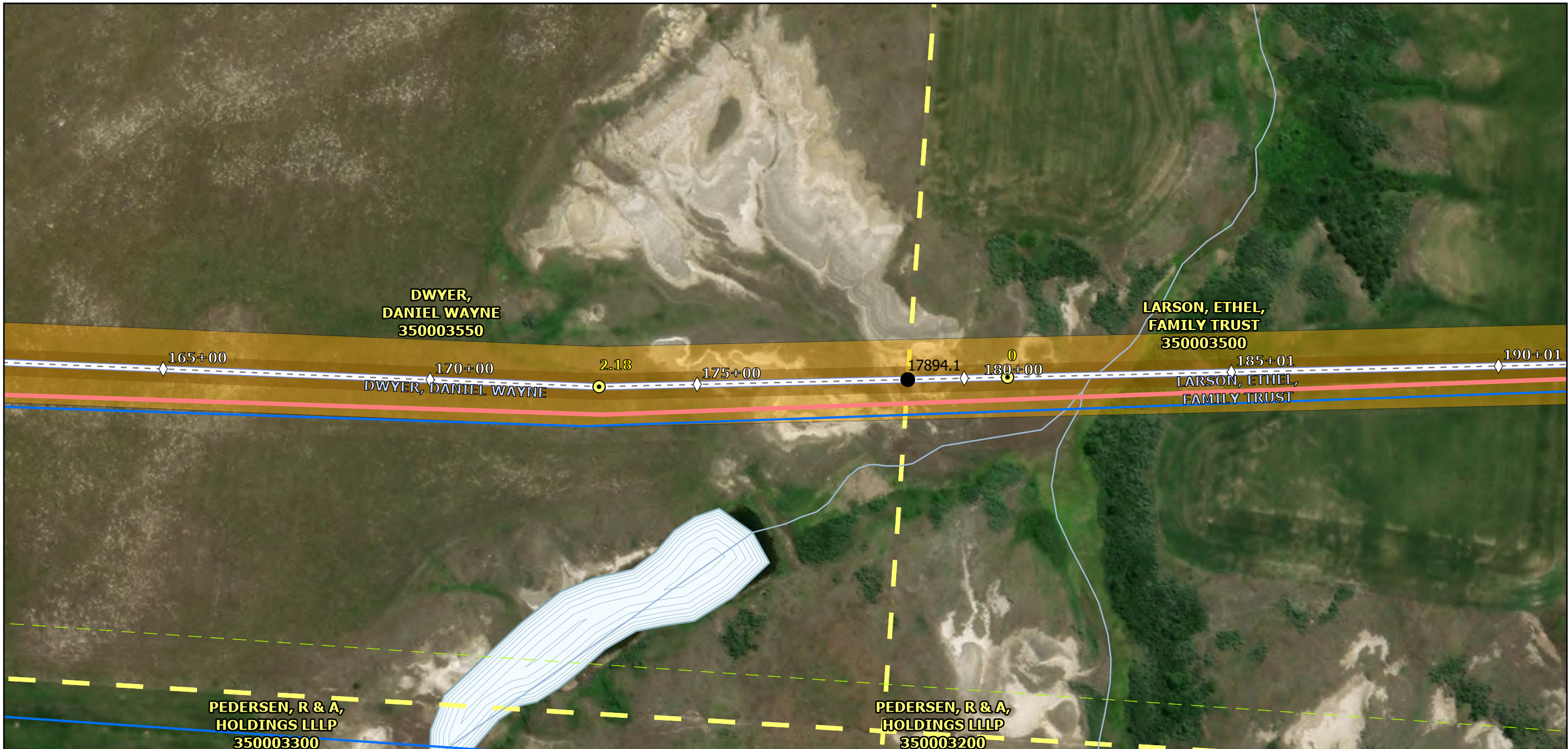
- Point of Inflection
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- RL Pipeline Route**
- Proposed
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- NGL Centerlines
- Rivers
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- Electric Lines
- Access Roads Buffer
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Crossings Summary

STATION	CROSSING TYPE
17894.1	Property Line

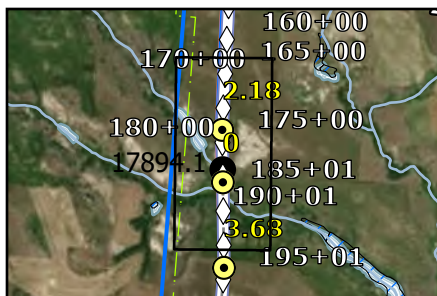
PI Angle Summary

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2.18
0

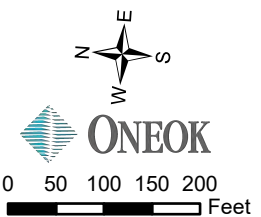


Landowner Summary (Lengths are Approximate)

OWNER	ADDRESS	CITY	STATE	LAND USE	PARCEL	APN	SEC	TWP	TDIR	RNG	RDIR	RODS
DWYER, DANIEL WAYNE	PO BOX 146	ARNEGARD	ND	AGRICULTURAL - VACANT	350003550		8	149	N	100	W	159.06
LARSON, ETHEL, FAMILY TRUST				AGRICULTURAL - VACANT	350003500		8	149	N	100	W	148.57



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Cherry Creek Extension

Legend

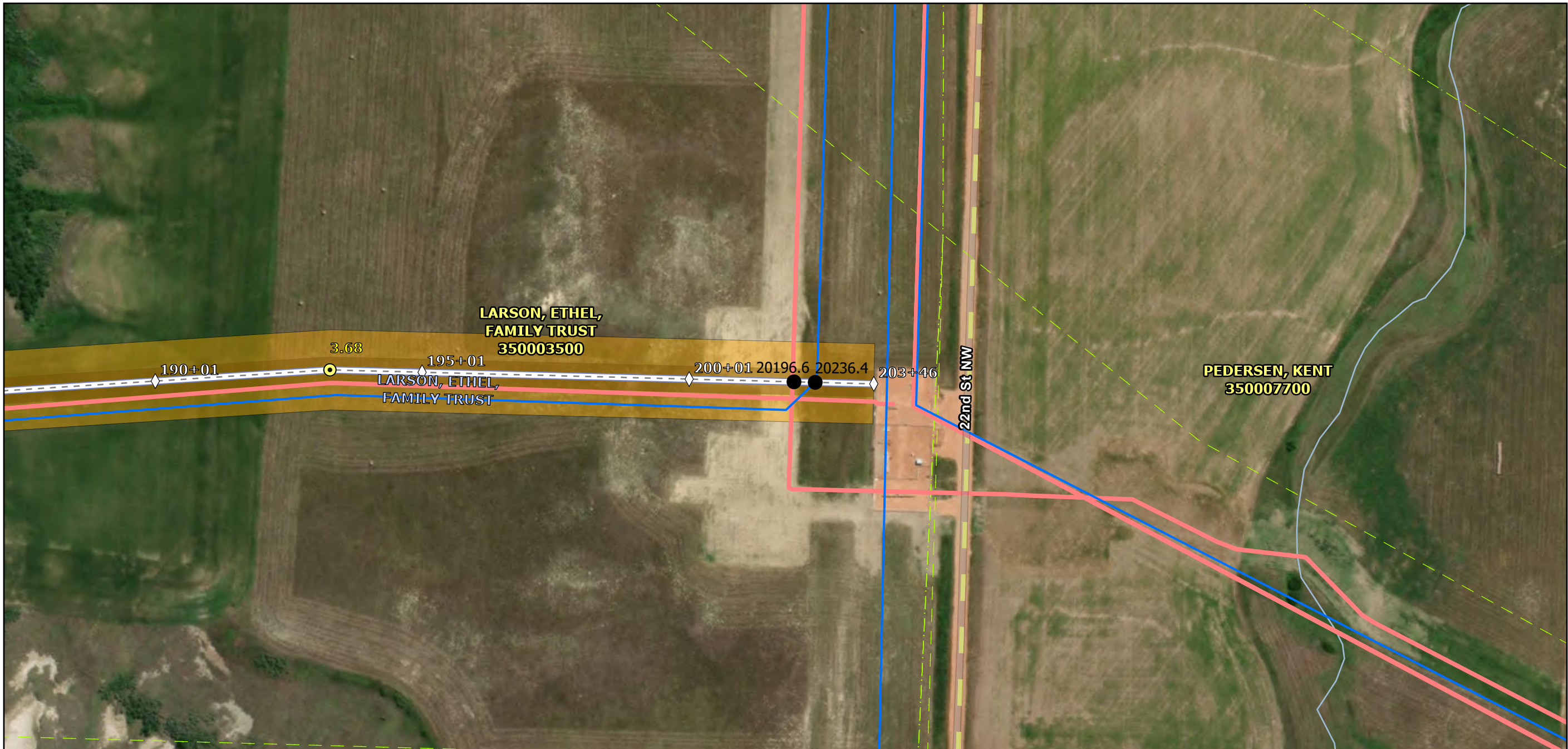
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- NGL Centerlines
- Rivers
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- Access Roads Buffer
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- Temporary Buffer
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Crossings Summary

STATION	TYPE
20236.4	NGL Pipeline
20196.6	NGL Pipeline

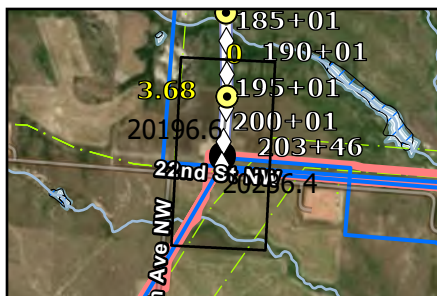
PI Angle Summary

ANGLE
3.68

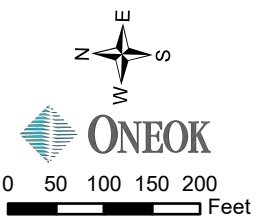


Landowner Summary (Lengths are Approximate)

OWNER	ADDRESS	CITY	STATE	LAND USE	PARCEL APN	SEC	TWP	TDIR	RNG	RDIR	RODS
LARSON, ETHEL, FAMILY TRUST				AGRICULTURAL - VACANT	350003500	8	149	N	100	W	148.57



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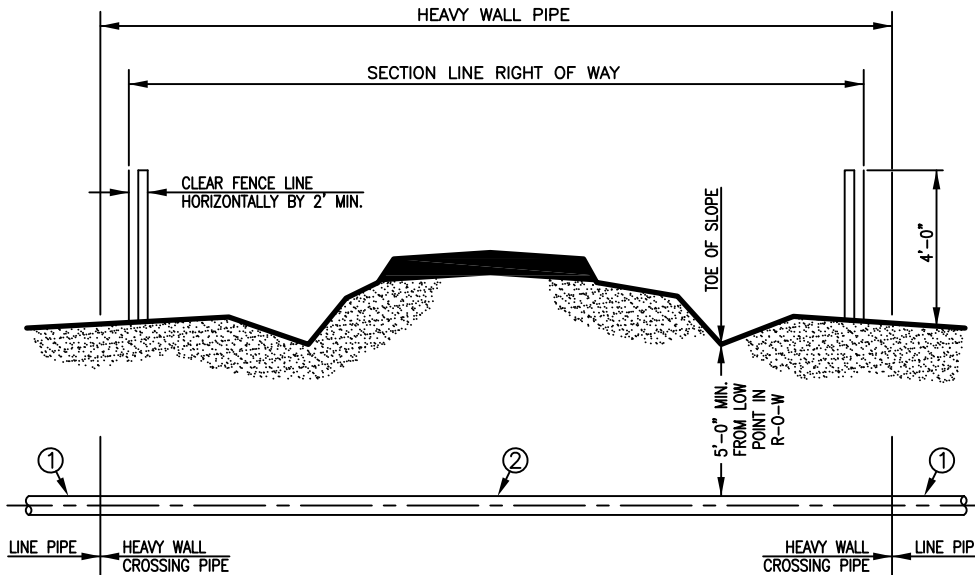
1 inch = 200 ft Scale: 1:2,400

Page 8 of 8

Date Exported:

McKENZIE COUNTY, NORTH DAKOTA

T150N-R100W, SECTION 36 & T150N-R100W, SECTION 31, 5TH P.M.

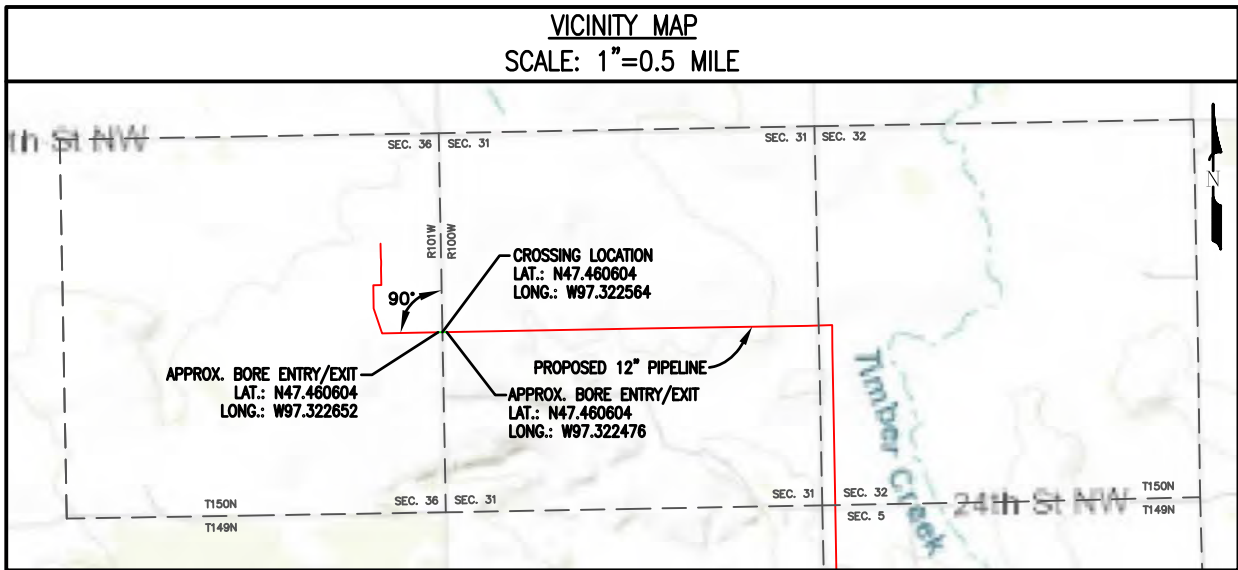


LEGEND	
①	LINE PIPE: 12.750" O.D. x 0.250" W.T. API, 5L, ERW, X-60, 14-16 MILS FBE, TRL
②	HEAVY WALL PIPE: 12.750" O.D. x 0.281" W.T., API, 5L, ERW, X-60, 14-16 MILS FBE, 30 MILS ARO, DRL

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

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

TYPICAL BORED ROAD CROSSING – UNCASD



NOTES:

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

REVISIONS



12101 EAST 51st STREET SUITE
104 TULSA, OK 74146 TEL:
(918) 307-7600
www.ensiteusa.com



DRAWN EUSA	DATE 09/07/2022
CHK'D ESC	DATE 09/07/2022
APP'D AJB	DATE 09/07/2022
SCALE N.T.S.	JOB NO. 7476.0000

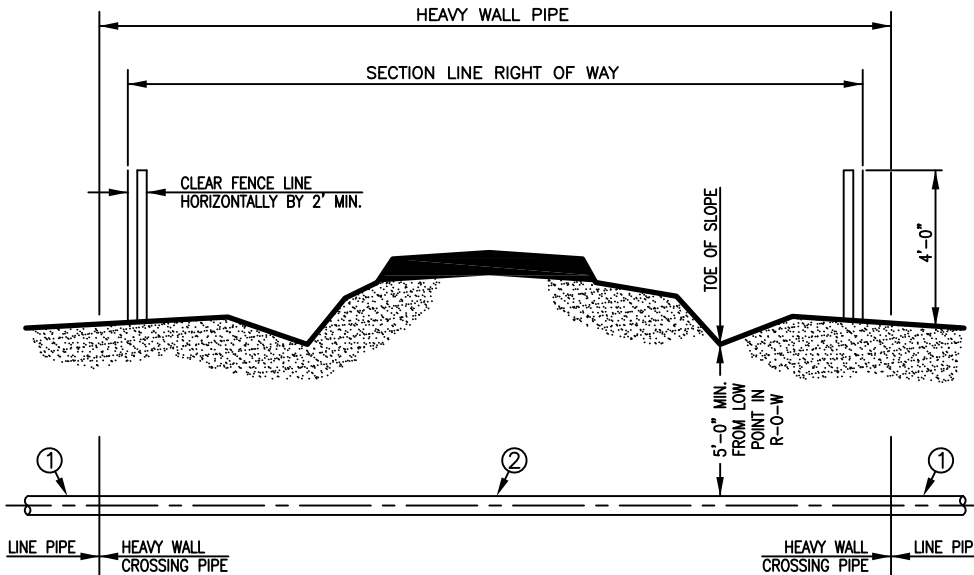
PERMIT

ONEOK BAKKEN PIPELINE, LLC
PROPOSED CCE 12" PIPELINE CROSSING
138th AVENUE NW
McKENZIE COUNTY, NORTH DAKOTA

SHEET 1 OF 1	DWG NO. NDMK.CC.003.00	REV 1
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McKENZIE COUNTY, NORTH DAKOTA

T150N-R100W, SECTION 31 & 32, 5TH P.M.

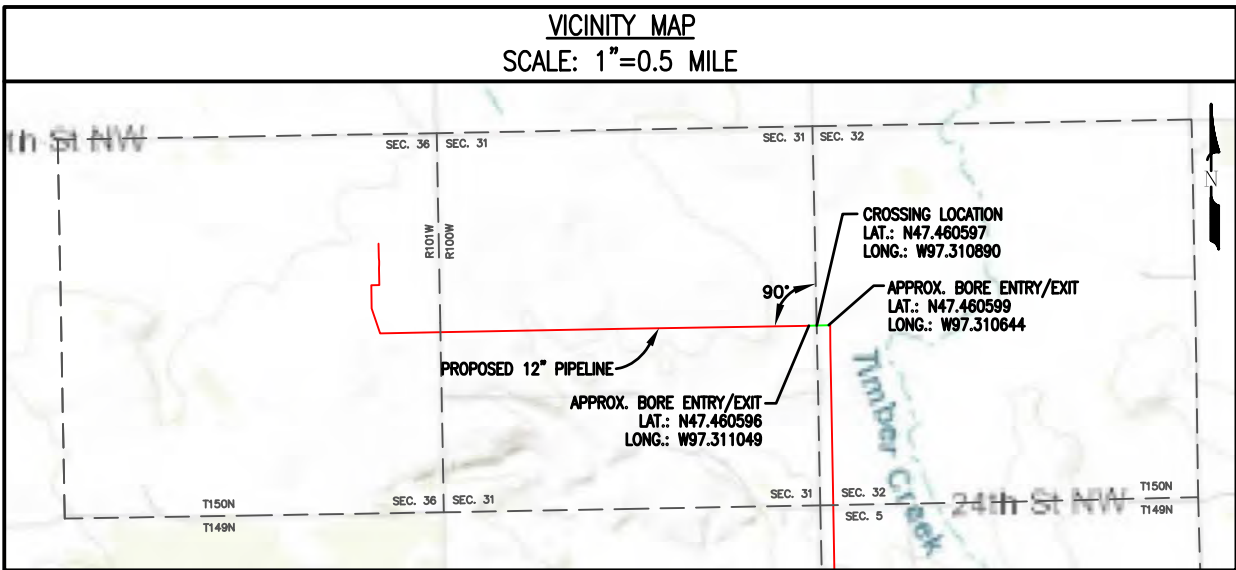


LEGEND	
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PIPE MATERIAL	CARBON STEEL
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REVISIONS



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(918) 307-7600
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DRAWN EUSA	DATE 09/07/2022
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SCALE N.T.S.	JOB NO. 7476.0000

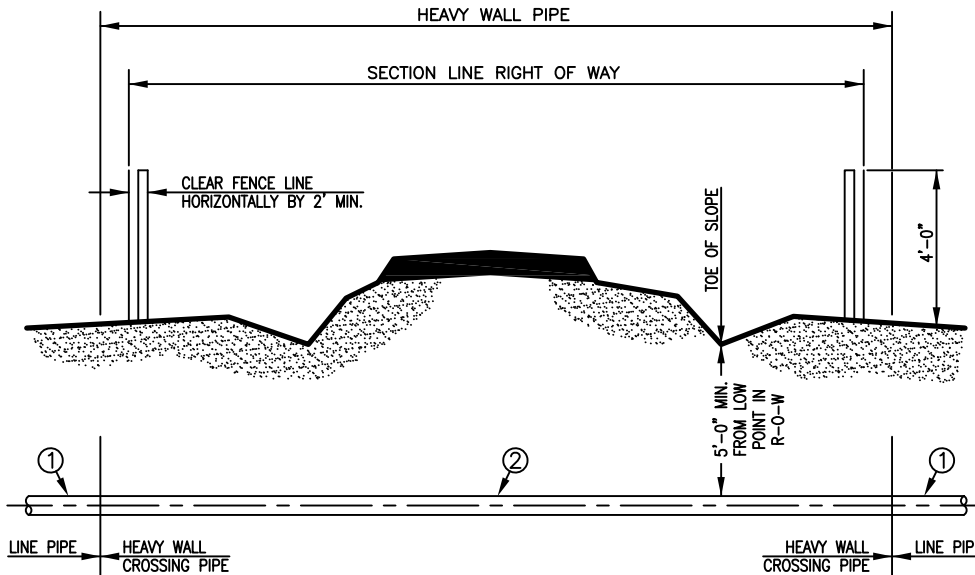
PERMIT

ONEOK BAKKEN PIPELINE, LLC
PROPOSED CCE 12" PIPELINE CROSSING
137th AVENUE NW
McKENZIE COUNTY, NORTH DAKOTA

SHEET 1 OF 1	DWG NO. NDMK.CC.005.00	REV 1
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McKENZIE COUNTY, NORTH DAKOTA

T150N-R100W, SECTION 32 & T149N-R100W, SECTION 5, 5TH P.M.

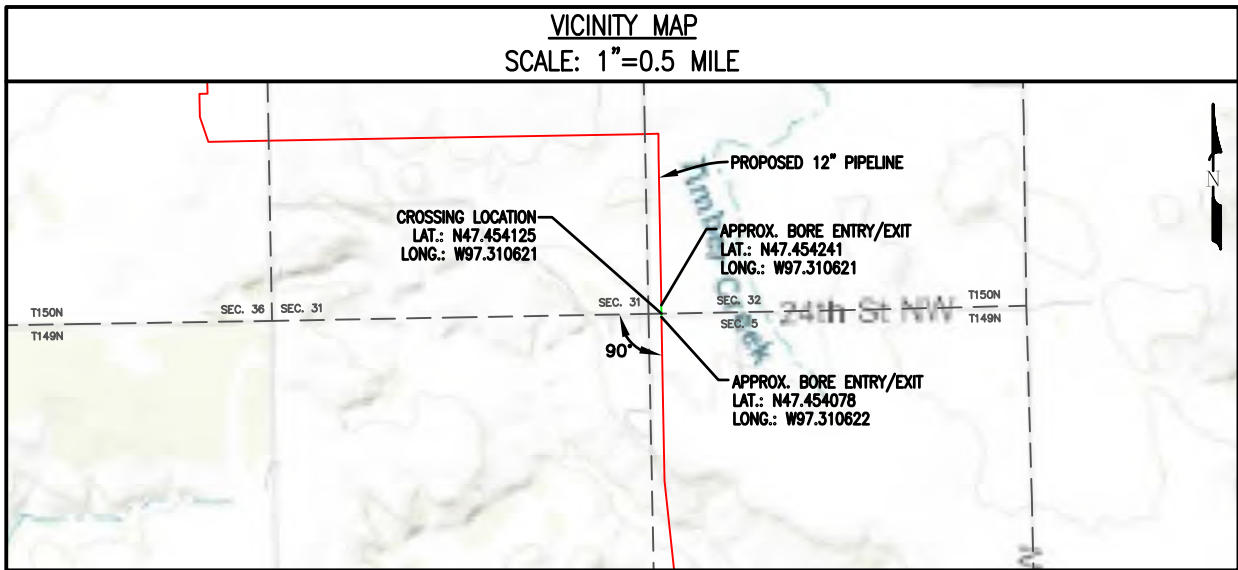


LEGEND	
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②	HEAVY WALL PIPE: 12.750" O.D. x 0.281" W.T., API, 5L, ERW, X-60, 14-16 MILS FBE, 30 MILS ARO, DRL

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

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TYPICAL BORED ROAD CROSSING – UNCASD



NOTES:

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REVISIONS

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12101 EAST 51st STREET SUITE
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DRAWN EUSA	DATE 09/07/2022
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SCALE N.T.S.	JOB NO. 7476.0000

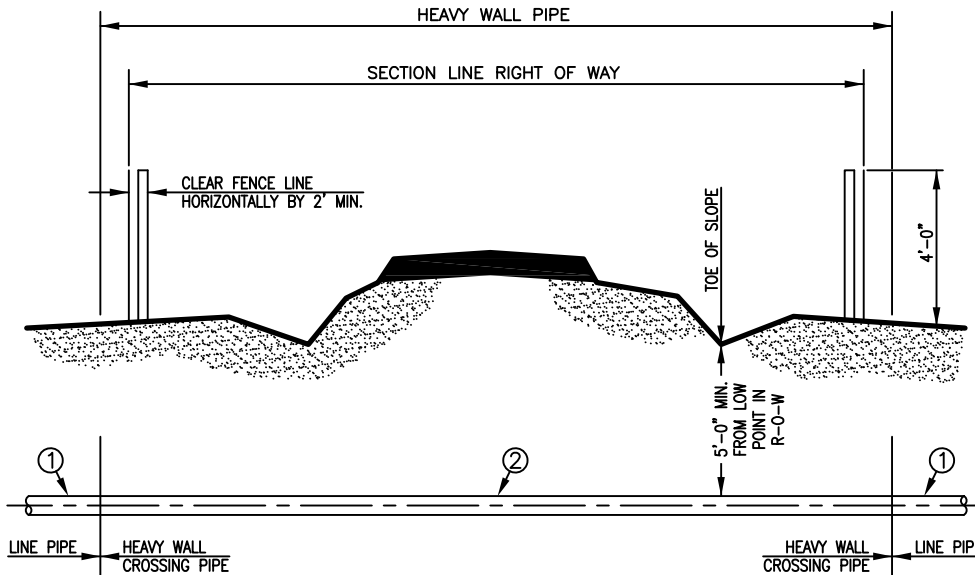
PERMIT

ONEOK BAKKEN PIPELINE, LLC
PROPOSED CCE 12" PIPELINE CROSSING
24th STREET NW
McKENZIE COUNTY, NORTH DAKOTA

SHEET 1 OF 1	DWG NO. NDMK.CC.007.00	REV 1
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McKENZIE COUNTY, NORTH DAKOTA

T149N-R100W, SECTION 5 & 8, 5TH P.M.

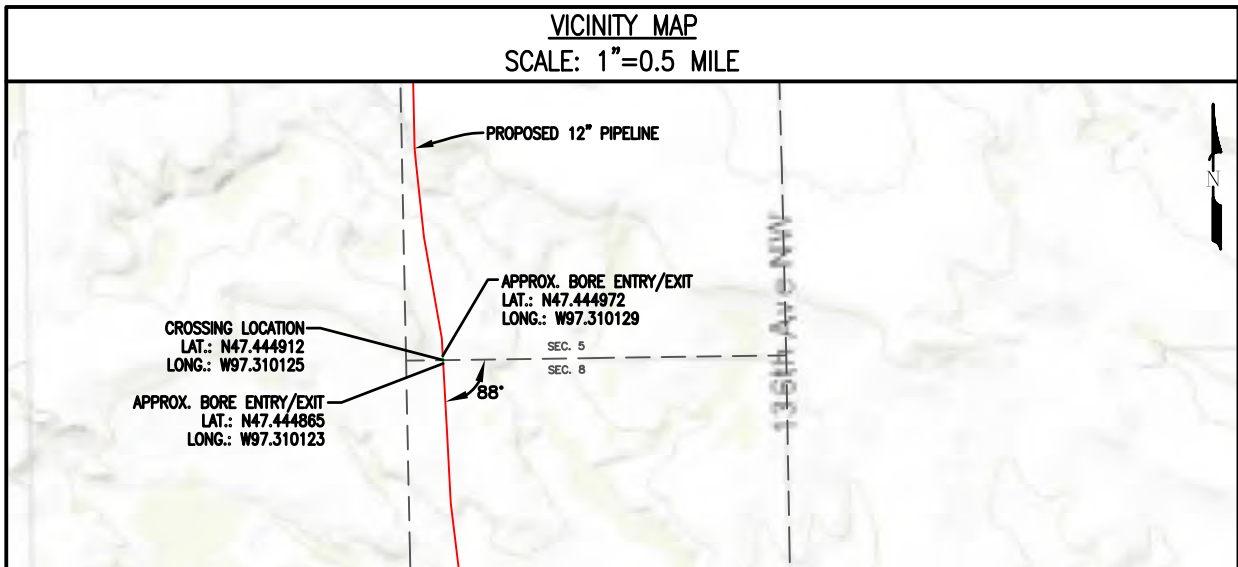


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②	HEAVY WALL PIPE: 12.750" O.D. x 0.281" W.T., API, 5L, ERW, X-60, 14-16 MILS FBE, 30 MILS ARO, DRL

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

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TYPICAL BORED ROAD CROSSING – UNCASSED



NOTES:

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REVISIONS

12101 EAST 51st STREET SUITE 104 TULSA, OK 74146 TEL: (918) 307-7600 www.ensiteusa.com	ONEOK BAKKEN PIPELINE <small>A SUBSIDIARY OF ONEOK</small>	PERMIT									
		ONEOK BAKKEN PIPELINE, LLC PROPOSED CCE 12" PIPELINE CROSSING 23rd STREET NW (NOT OPEN) McKENZIE COUNTY, NORTH DAKOTA			SHEET 1 OF 1						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DRAWN EUSA</td> <td style="width: 50%;">DATE 09/07/2022</td> </tr> <tr> <td>CHK'D ESC</td> <td>DATE 09/07/2022</td> </tr> <tr> <td>APP'D AJB</td> <td>DATE 09/07/2022</td> </tr> <tr> <td>SCALE N.T.S.</td> <td>JOB NO. 7476.0000</td> </tr> </table>	DRAWN EUSA	DATE 09/07/2022	CHK'D ESC	DATE 09/07/2022	APP'D AJB	DATE 09/07/2022	SCALE N.T.S.	JOB NO. 7476.0000	DWG NO. NDMK.CC.011.00		REV 1
DRAWN EUSA	DATE 09/07/2022										
CHK'D ESC	DATE 09/07/2022										
APP'D AJB	DATE 09/07/2022										
SCALE N.T.S.	JOB NO. 7476.0000										

MEMORANDUM OF RIGHT OF WAY AGREEMENT

STATE OF NORTH DAKOTA)

COUNTY OF MCKENZIE)

KNOW ALL MEN BY THESE PRESENTS, THAT:

This Memorandum of Right of Way Agreement is dated and effective this 26 day of May, 2023. ONEOK Bakken Pipeline, L.L.C., (hereinafter called "Grantee") whose address is 100 West Fifth Street, Tulsa, OK 74103 and Anna Margaret Ferguson, as Sole Trustee of the Ethel Larson Family Trust, whose address is 58 Peace Park Drive, Surrey, B.C., Canada V3Z9N8; Anna Margaret Ferguson as Personal Representative of the Estate of Mitchel Larson, a/k/a Mitchel Charles Larson, a/k/a Mitchell Larson, whose address is 58 Peace Park Drive, Surrey, B.C., Canada V3Z9N8; Anna Ferguson, whose address is 58 Peace Park Drive, Surrey, B.C., Canada V3Z9N8; Eugene Larson, whose address is 1400 Poly Drive, Apt. 2B, Billings, MT 59102; Mavis Olson, whose address is 143206 W. 74, RR.Southwest, Prosser, WA 99350; Angela Lovewell, whose address is 3445 Goldenrod Drive, Alpharetta, GA 30005; and Stacy Uzebu, whose address is 3445 Goldenrod Drive, Alpharetta, GA 30005 (hereinafter called "Grantor") are parties to a certain Right of Way Agreement, dated and effective as of May 26, 2023 (the "Right of Way Agreement"), allowing Grantee to enter onto, use, and cross Township 149 North, Range 100 West, 5th P.M., Section 8: SW¼, McKenzie County, North Dakota (hereinafter referred to as "the land") for the purpose of, constructing, maintaining, and operating one (1) pipeline and for such other uses as set forth in the Right of Way Agreement, for the transportation of hydrocarbons and as otherwise provided in the Right of Way Agreement.

GRANTEE may record this Memorandum of Right of Way Agreement upon execution hereof and re-record the Memorandum of Right of Way Agreement, attaching a plat as Exhibit "A" of the actual route of the facilities constructed hereunder and/or of the ingress/egress easement to further identify the locations thereof.

Now therefore, this Memorandum of Right of Way Agreement hereby provides any and all forms of notice, including but not limited to actual, constructive and inquiry to any and all parties affected, that Grantor and Grantee agreed that said Right of Way Agreement runs with the land and is binding upon the heirs, assigns, successors and legal representatives of Grantor. This Memorandum of Right of Way Agreement may be executed in part or counterpart.

This Memorandum is for the purpose of giving notice of the Right of Way Agreement, and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Right of Way Agreement, the terms of which are incorporated herein by reference. This Memorandum shall continue to constitute notice of the Right of Way Agreement, even if the Right of Way Agreement is subsequently amended or extended. This instrument is merely a memorandum of the Right of Way Agreement and is subject to all of the terms, provisions and conditions of the Right of Way Agreement. In the event of any inconsistency between the terms of the Right of Way Agreement and this Memorandum, the terms of the Right of Way Agreement shall prevail.

GRANTOR: Anna Margaret Ferguson, as Sole Trustee of the Ethel Larson Family Trust

Anna M. Ferguson

BY: Anna Margaret Ferguson, Sole Trustee

State (W) Washington § ACKNOWLEDGMENT
PROVINCE OF §
COUNTY OF Whatcom §

The foregoing instrument was acknowledged before me this 26th day of May, 2023 personally appeared Anna Margaret Ferguson, as Sole Trustee of the Ethel Larson Family Trust, to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

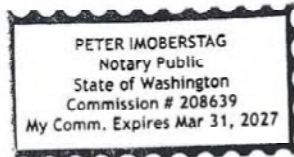
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: March 31, 2027

Peter Imoberstg

Notary Public:

(seal)



GRANTOR: Anna Margaret Ferguson as Personal Representative of the Estate of Mitchel Larson, a/k/a Mitchel Charles Larson, a/k/a Mitchell Larson

Anna M. Ferguson
BY: Anna Margaret Ferguson, Personal Representative

State of
PROVINCE OF *Washington* § ACKNOWLEDGMENT
COUNTY OF *Whatcom* §

The foregoing instrument was acknowledged before me this 26th day of May, 2023 personally appeared **Anna Margaret Ferguson as Personal Representative of the Estate of Mitchel Larson, a/k/a Mitchel Charles Larson, a/k/a Mitchell Larson**, to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that **she** executed the same as **her** free and voluntary act and deed for the uses and purposes therein set forth.

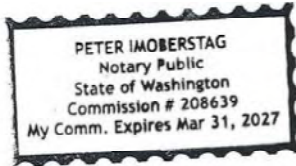
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: *March 31, 2027*

(seal)

P. Imoberstag

Notary Public



GRANTOR: Anna Ferguson

Anna M. Ferguson
BY: Anna Ferguson

STATE OF *Washington*
COUNTY OF *Whatcom*

§ ACKNOWLEDGMENT
§
§

The foregoing instrument was acknowledged before me this 26th day of May, 2023 personally appeared **Anna Ferguson**, to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that **she** executed the same as **her** free and voluntary act and deed for the uses and purposes therein set forth.

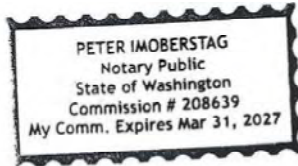
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: *March 31, 2027*

(seal)

Peter Imoberstag

Notary Public:



GRANTOR: Eugene Larson

Eugene Larson

BY: Eugene Larson

STATE OF *Montana*

§ ACKNOWLEDGMENT

COUNTY OF *Yellowstone*

§
§
§

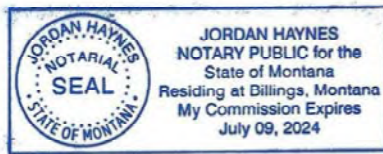
The foregoing instrument was acknowledged before me this *30th* day of *May*, 2023 personally appeared **Eugene Larson**, to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that **he** executed the same as **his** free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: *7-9-2024*

Jordan Haynes
Notary Public:

(seal)



GRANTOR: **Mavis Olson**

Mavis Olson

BY: **Mavis Olson**

STATE OF *Montana* § ACKNOWLEDGMENT
COUNTY OF *Richland* §
§

The foregoing instrument was acknowledged before me this 1st day of June, 2023 personally appeared **Mavis Olson**, to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that **she** executed the same as **her** free and voluntary act and deed for the uses and purposes therein set forth.

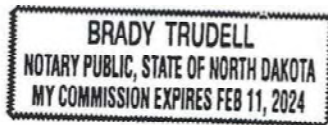
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

(seal)

Brady Trudell

Notary Public:



GRANTOR: **Angela Lovewell**



BY: **Angela Lovewell**

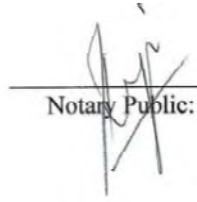
STATE OF Georgia § ACKNOWLEDGMENT
COUNTY OF Fulton §
§

The foregoing instrument was acknowledged before me this 1st day of June, 2023 personally appeared **Angela Lovewell**, to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that ~~she~~ executed the same as **her** free and voluntary act and deed for the uses and purposes therein set forth.

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



Commission Expires: 09/19/2025



Notary Public:

GRANTOR: Stacy Uzebu

Stacy Uzebu

BY: Stacy Uzebu

STATE OF *Georgia* § ACKNOWLEDGMENT
COUNTY OF *Fulton* §
§

The foregoing instrument was acknowledged before me this *31st* day of *May*, 2023 personally appeared **Stacy Uzebu**, to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that **she** executed the same as **her** free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: *09/19/2025*



[Signature]

Notary Public:

MEMORANDUM OF RIGHT OF WAY AGREEMENT

STATE OF NORTH DAKOTA)

COUNTY OF MCKENZIE)

KNOW ALL MEN BY THESE PRESENTS, THAT:

This Memorandum of Right of Way Agreement is dated and effective this 12th day of October, 2022. **ONEOK Bakken Pipeline, L.L.C.**, (hereinafter called “Grantee”) whose address is **100 West Fifth Street, Tulsa, Oklahoma 74103** and **Roger Thompson and Kay Thompson, as joint tenants** (hereinafter called “Grantor”) whose address is **2381 137th Avenue NW, Arnegard, ND 58835** are parties to a certain Right of Way Agreement, dated and effective as of October 12th, 2022 (the “Right of Way Agreement”), allowing Grantee to enter onto, use, and cross **Township 150 North, Range 100 West, 5th P.M., Section 31: Lot 3, NE/4SW/4, N/2SE/4, McKenzie County, North Dakota** (hereinafter referred to as “the land”) for the purpose of, constructing, maintaining, and operating one (1) pipeline and for such other uses as set forth in the Right of Way Agreement, for the transportation of hydrocarbons and as otherwise provided in the Right of Way Agreement.

GRANTEE may record this Memorandum of Right of Way Agreement upon execution hereof and re-record the Memorandum of Right of Way Agreement, attaching a plat as Exhibit “A” of the actual route of the facilities constructed hereunder and/or of the ingress/egress easement to further identify the locations thereof.

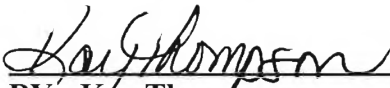
Now therefore, this Memorandum of Right of Way Agreement hereby provides any and all forms of notice, including but not limited to actual, constructive and inquiry to any and all parties affected, that Grantor and Grantee agreed that said Right of Way Agreement runs with the land and is binding upon the heirs, assigns, successors and legal representatives of Grantor. This Memorandum of Right of Way Agreement may be executed in part or counterpart.

This Memorandum is for the purpose of giving notice of the Right of Way Agreement, and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Right of Way Agreement, the terms of which are incorporated herein by reference. This Memorandum shall continue to constitute notice of the Right of Way Agreement, even if the Right of Way Agreement is subsequently amended or extended. This instrument is merely a memorandum of the Right of Way Agreement and is subject to all of the terms, provisions and conditions of the Right of Way Agreement. In the event of any inconsistency between the terms of the Right of Way Agreement and this Memorandum, the terms of the Right of Way Agreement shall prevail.

GRANTOR: **Roger Thompson and Kay Thompson,**
As joint tenants



BY: **Roger Thompson**



BY: **Kay Thompson**

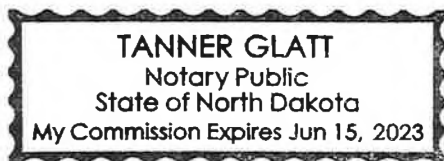
STATE OF NORTH DAKOTA) ACKNOWLEDGMENT
)
COUNTY OF MCKENZIE)

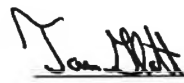
The foregoing instrument was acknowledged before me this 12th day of October, 2022 appeared, **Roger Thompson** to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that **he** executed the same as **his** free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

(seal)





Notary Public:

MEMORANDUM OF RIGHT OF WAY AGREEMENT

STATE OF NORTH DAKOTA)

COUNTY OF McKENZIE)

KNOW ALL MEN BY THESE PRESENTS, THAT:

This Memorandum of Right of Way Agreement is dated and effective this 19th day of December, 2022. **ONEOK Bakken Pipeline, L.L.C.**, (hereinafter called "Grantee") whose address is **100 West Fifth Street, Tulsa, OK 74103** and **James A. Norgard and Carol G. Norgard, as Trustee of the James A. Norgard and Carol G. Norgard Revocable Living Trust under agreement dated May 3, 2011** (hereinafter called "Grantor") whose address is **4221 Coventry Drive South, Fargo, ND 58104** are parties to a certain Right of Way Agreement, dated and effective as of December 19, 2022 (the "Right of Way Agreement"), allowing Grantee to enter onto, use, and cross **Township 149 North, Range 100 West, 5th P.M., Section 5: S½NW¼, Lot 3-4 EX IT 2327; Township 150 North, Range 100 West, 5th P.M., Section 32: SW¼, McKenzie County, North Dakota**, (hereinafter referred to as "the land") for the purpose of, constructing, maintaining, and operating one (1) pipeline and for such other uses as set forth in the Right of Way Agreement, for the transportation of hydrocarbons and as otherwise provided in the Right of Way Agreement.

GRANTEE may record this Memorandum of Right of Way Agreement upon execution hereof and re-record the Memorandum of Right of Way Agreement, attaching a plat as Exhibit "A" of the actual route of the facilities constructed hereunder and/or of the ingress/egress easement to further identify the locations thereof.

Now therefore, this Memorandum of Right of Way Agreement hereby provides any and all forms of notice, including but not limited to actual, constructive and inquiry to any and all parties affected, that Grantor and Grantee agreed that said Right of Way Agreement runs with the land and is binding upon the heirs, assigns, successors and legal representatives of Grantor. This Memorandum of Right of Way Agreement may be executed in part or counterpart.

This Memorandum is for the purpose of giving notice of the Right of Way Agreement, and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Right of Way Agreement, the terms of which are incorporated herein by reference. This Memorandum shall continue to constitute notice of the Right of Way Agreement, even if the Right of Way Agreement is subsequently amended or extended. This instrument is merely a memorandum of the Right of Way Agreement and is subject to all of the

terms, provisions and conditions of the Right of Way Agreement. In the event of any inconsistency between the terms of the Right of Way Agreement and this Memorandum, the terms of the Right of Way Agreement shall prevail.

GRANTOR: James A. Norgard and Carol G. Norgard, as Trustees of the James A. Norgard and Carol G. Norgard Revocable Living Trust under agreement dated May 3, 2011

James A. Norgard Trustee
BY: James A. Norgard, Trustee
Carol G. Norgard Trustee
BY: Carol G. Norgard, Trustee

STATE OF NORTH DAKOTA) ACKNOWLEDGMENT
)
COUNTY OF Cass)

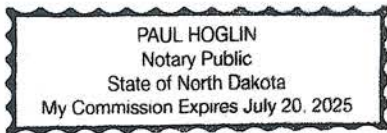
The foregoing instrument was acknowledged before me this 19th day of December, 2022 appeared James A. Norgard and Carol G. Norgard, as Trustees of the James A. Norgard and Carol G. Norgard Revocable Living Trust under agreement dated May 3, 2011, to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

(seal)

Paul Hoglein
Notary Public:



MEMORANDUM OF RIGHT OF WAY AGREEMENT

STATE OF NORTH DAKOTA)

COUNTY OF MCKENZIE)

KNOW ALL MEN BY THESE PRESENTS, THAT:

This Memorandum of Right of Way Agreement is dated and effective this 15th day of November, 2022. **ONEOK Bakken Pipeline, L.L.C.**, (hereinafter called "Grantee") whose address is **100 West Fifth Street, Tulsa, Oklahoma 74103** and **American State Bank & Trust Company of Williston, as Trustee of the Irene A. Gullickson Testamentary Trust** (hereinafter called "Grantor") whose address is **P.O. Box 1446, Williston, ND 58802-1446** are parties to a certain Right of Way Agreement, dated and effective as of November 1st, 2022 (the "Right of Way Agreement"), allowing Grantee to enter onto, use, and cross **Township 150 North, Range 101 West, 5th P.M., Section 36: NE/4SE/4, McKenzie County, North Dakota** (hereinafter referred to as "the land") for the purpose of, constructing, maintaining, and operating one (1) pipeline and for such other uses as set forth in the Right of Way Agreement, for the transportation of hydrocarbons and as otherwise provided in the Right of Way Agreement.

GRANTEE shall record this Memorandum of Right of Way Agreement upon execution hereof and re-record the Memorandum of Right of Way Agreement, attaching a plat as Exhibit "A" of the actual route of the facilities constructed hereunder and/or of the ingress/egress easement to further identify the locations thereof.

Now therefore, this Memorandum of Right of Way Agreement hereby provides any and all forms of notice, including but not limited to actual, constructive and inquiry to any and all parties affected, that Grantor and Grantee agreed that said Right of Way Agreement runs with the land and is binding upon the heirs, assigns, successors and legal representatives of Grantor. This Memorandum of Right of Way Agreement may be executed in part or counterpart.

This Memorandum is for the purpose of giving notice of the Right of Way Agreement, and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Right of Way Agreement, the terms of which are incorporated herein by reference. This Memorandum shall continue to constitute notice of the Right of Way Agreement, even if the Right of Way Agreement is subsequently amended or extended. This instrument is merely a memorandum of the Right of Way Agreement and is subject to all of the terms, provisions and conditions of the Right of Way Agreement. In the event of any inconsistency between the terms of the Right of Way Agreement and this Memorandum, the terms of the Right of Way Agreement shall prevail.

GRANTOR: **American State Bank & Trust Company of Williston,
As Trustee of the Irene A. Gullickson Testamentary Trust**



BY: Brett J. Brothers, Mineral Services Officer

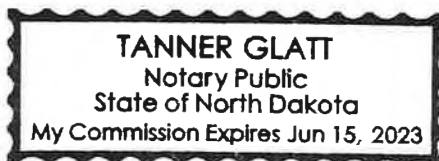
STATE OF NORTH DAKOTA) ACKNOWLEDGMENT
)
COUNTY OF WILLIAMS)

The foregoing instrument was acknowledged before me this 1st day of November, 2022 appeared, **Brett J. Brothers as Mineral Services Officer for American State Bank & Trust Company of Williston, as Trustee of the Irene A. Gullickson Testamentary Trust** to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that **he** executed the same as **his** free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

(seal)



Notary Public:

MEMORANDUM OF RIGHT OF WAY AGREEMENT

STATE OF NORTH DAKOTA)

COUNTY OF MCKENZIE)

KNOW ALL MEN BY THESE PRESENTS, THAT:

This Memorandum of Right of Way Agreement is dated and effective this 25th day of October, 2022. **ONEOK Bakken Pipeline, L.L.C.**, (hereinafter called "Grantee") whose address is **100 West Fifth Street, Tulsa, OK 74103** and **Daniel Wayne Dwyer, as joint tenants and not as tenants in common, with right of survivorship** (hereinafter called "Grantor") whose address is **PO Box 146, Arnegard, ND 58835** are parties to a certain Right of Way Agreement, dated and effective as of October 25th, 2022 (the "Right of Way Agreement"), allowing Grantee to enter onto, use, and cross **Township 149 North, Range 100 West, 5th P.M., Section 5: SW¼; Section 8: W½NW¼, McKenzie County, North Dakota**, (hereinafter referred to as "the land") for the purpose of, constructing, maintaining, and operating one (1) pipeline and for such other uses as set forth in the Right of Way Agreement, for the transportation of hydrocarbons and as otherwise provided in the Right of Way Agreement.

GRANTEE may record this Memorandum of Right of Way Agreement upon execution hereof and re-record the Memorandum of Right of Way Agreement, attaching a plat as Exhibit "A" of the actual route of the facilities constructed hereunder and/or of the ingress/egress easement to further identify the locations thereof.

Now therefore, this Memorandum of Right of Way Agreement hereby provides any and all forms of notice, including but not limited to actual, constructive and inquiry to any and all parties affected, that Grantor and Grantee agreed that said Right of Way Agreement runs with the land and is binding upon the heirs, assigns, successors and legal representatives of Grantor. This Memorandum of Right of Way Agreement may be executed in part or counterpart.

This Memorandum is for the purpose of giving notice of the Right of Way Agreement, and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Right of Way Agreement, the terms of which are incorporated herein by reference. This Memorandum shall continue to constitute notice of the Right of Way Agreement, even if the Right of Way Agreement is subsequently amended or extended. This instrument is merely a memorandum of the Right of Way Agreement and is subject to all of the terms, provisions and conditions of the Right of Way Agreement. In the event of any inconsistency

between the terms of the Right of Way Agreement and this Memorandum, the terms of the Right of Way Agreement shall prevail.

GRANTOR: Daniel Wayne Dwyer, as joint tenants and not as tenants in common, with right of survivorship


BY: Daniel Wayne Dwyer


STATE OF NORTH DAKOTA) ACKNOWLEDGMENT
)
COUNTY OF McKENZIE)

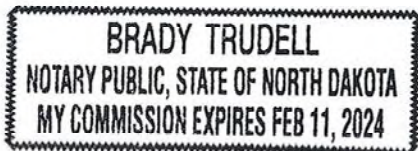
The foregoing instrument was acknowledged before me this 25th day of October, 2022 appeared **Daniel Wayne Dwyer, as joint tenants and not as tenants in common, with right of survivorship**, to me known to be the identical person who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that **he** executed the same as **his** free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

(seal)


Notary Public:



Organized Township Permission Form

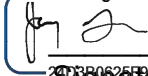
This certifies that ONEOK Bakken Pipeline, L.L.C. is not authorized by Alex
Township to install the following 12" steel pipeline for
the purpose of transporting natural gas liquids

Location: Township 150 North, Range 101 West, 5th P.M., Section 36. 138th Ave. NW

Remarks/Conditions: _____

10/12/2023

Date

DocuSigned by:


Signature of Township Officer

Jay Lewis
Print Name

701-570-3387
Contact Number

Organized Township Permission Form

This certifies that ONEOK Bakken Pipeline, L.L.C. is is not authorized by Arnegard
Township to install the following 12" steel pipeline for
the purpose of transporting natural gas liquids

Location: Township 150 North, Range 100 West, 5th P.M., Section 31 to Section 32. 137th Ave. NW.

Remarks/Conditions: _____

10/12/2023

Date

DocuSigned by:
Kirk Olson
Signature of Township Officer

Kirk Olson
Print Name

701-651-7486
Contact Number

Tim Pickering

From: Brady Trudell <brady@btruenergy.com>
Sent: Friday, October 13, 2023 10:00 AM
To: Tim Pickering
Cc: Fallon Sanford
Subject: Re: ND: Cherry Creek Extension - Utility Permit Application
Attachments: Alex Township Permission Form - Executed - 10122023.pdf; Arnegard Township Permission Form - Executed - 10132023.pdf

Tim,

I have attached the permission forms for the Alex and Arnegard Townships. I have also confirmed with ONEOK that we will not be doing any work on the McCabe property. Please let me know if you need anything else. Thanks!

Brady Trudell
Contract ROW Agent representing ONEOK Rockies Midstream, L.L.C.
Mobile: 406-580-7625
brady@btruenergy.com

On Tue, Oct 10, 2023 at 1:25 PM Brady Trudell <brady@btruenergy.com> wrote:

Tim,

We will not be encroaching on the McCabe property. I will try to get a map showing that is the case. I will get in touch with the Alex and Arnegard Townships to get their approval. Thanks!

Brady

On Oct 10, 2023, at 11:09 AM, Tim Pickering <tpickering@co.mckenzie.nd.us> wrote:

Hello Brady, this line goes through the Alex and Arnegard Townships. Please get a township approval form signed for each township.

It appears the work area will encroach on McCabe's property, but I did not see a landowner permission form for McCabe.

<image002.jpg>

<image003.jpg>

Tim

From: Brady Trudell <brady@btruenergy.com>
Sent: Tuesday, October 3, 2023 11:53 AM
To: Tim Pickering <tpickering@co.mckenzie.nd.us>
Cc: Fallon Sanford <fallon.sanford@oneok.com>
Subject: Re: ND: Cherry Creek Extension - Utility Permit Application

Tim,

Attached are the bore profiles for this project. Let me know if you need anything further. Thanks!

Brady Trudell
Contract ROW Agent representing ONEOK Rockies Midstream, L.L.C.
Mobile: 406-580-7625
brady@btruenergy.com

On Mon, Oct 2, 2023 at 2:26 PM Brady Trudell <brady@btruenergy.com> wrote:

Tim,

I have attached the permit application, maps, kmz, and Memorandums of ROW. Please review and let me know if you have any questions. Thanks!

Brady Trudell
Contract ROW Agent representing ONEOK Rockies Midstream, L.L.C.
Mobile: 406-580-7625
brady@btruenergy.com