

EASEMENT AND RIGHT-OF-WAY AGREEMENT

This nonexclusive Easement and Right-of-Way Agreement (this “**Agreement**”) is made, dated and effective as of this ___ day of _____, 2018 (the “**Effective Date**”), between [landowner] (hereafter “**Grantor**”), and ONEOK Elk Creek Pipeline, L.L.C., a limited liability company, organized under the laws of the State of Oklahoma, (hereafter “**Grantee**”), in light of the following facts and circumstances:

RECITALS

WHEREAS, Grantor owns certain real property located in [county] County, State of Wyoming, as more particularly described on Exhibit A (the “**Property**”) attached hereto and by this reference made a part hereof;

WHEREAS, Grantee is proposing to construct and operate one 20-inch nominal diameter pipeline for the transportation of natural gas liquids or upon written notice to Grantor any other products of crude petroleum by pipeline (hereinafter “**Product**”) and related facilities a portion of which crosses under and upon the Property; and

WHEREAS, Grantee desires to obtain certain easements and rights over the Property, and Grantor desires to grant such easements and rights, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantee (each, a “**Party**” and together, the “**Parties**”) hereby agree as follows:

1. Grant of Easement.

1.1. Grant. Grantor does hereby grant, sell, and convey unto Grantee a nonexclusive easement, right-of-way and right of entry (the “**Easement**”) solely for the purposes of laying, constructing, inspecting, maintaining, operating, repairing and removing one pipeline not to exceed 20 inches in nominal diameter, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment, devices and appurtenances reasonably incidental to the construction, operation, marking and maintenance thereof (the “**Pipeline**”), for the transportation of the Product under the Easement Area, on the terms provided herein. Grantee shall have the right of ingress to and egress from the Easement over and across the Easement Area (defined below) and the access points identified on Exhibit C, or as otherwise agreed to by the Parties for access to the Easement and Grantee’s Pipeline. The Easement granted herein shall not include the right to construct or install any pump, compressor, or valve

stations on the Property; rather, the Parties shall execute a separate written agreement for any pump, compressor, or valve stations to be installed on the Property.

1.2. Width of Easement. The Easement shall be fifty (50) feet, and no greater than fifty (50) feet, in width, as more particularly described on Exhibit B attached hereto and by this reference made a part hereof (the “**Easement Area**”).

1.3. Single Pipeline. Grantee shall install no more than one 20-inch diameter pipeline upon or within the Easement Area. Grantee shall have no right to use the Easement Area for any purpose unrelated to any of the foregoing purposes.

1.4. Construction Right of Way. During the construction of the Pipeline, the easement and right-of-way granted herein shall include areas necessary for construction, construction operations, equipment and materials, as more particularly defined and set forth on Exhibit B attached hereto (the “**Temporary Work Space**”). Except as otherwise depicted on Exhibit B, the width of the Temporary Work Space shall be in addition to the width of the Easement Area and shall be no greater than twenty-five (25) feet (*i.e.*, a permanent easement fifty (50) feet in width and a temporary construction easement of twenty-five (25) feet in width), except that there shall be “Additional Temporary Workspace” at each bore location and each road, ditch, waterway crossing, buried utility crossing, turnaround and location of side slope or uneven terrain and any other work area that is in addition to the Easement Area and Temporary Work Space, as the same are depicted on Exhibit B. Grantee shall stake the outside boundary of the Temporary Work Space during construction. No construction or installation of the Pipeline, nor any other activities or operations of Grantee, including pipe storage, shall occur beyond or outside the boundaries of the Temporary Work Space and the Easement Area, unless otherwise agreed to by the Parties. Use of the Temporary Work Space shall permanently expire upon completion of construction of the Pipeline and reclamation of the Temporary Work Space.

1.5. Notice of Location. Following completion of construction, Grantee shall, upon Grantor’s request, define the location of the Pipeline within the Easement Area in writing with key GPS coordinates of the Pipeline. Notwithstanding the foregoing, Grantee’s definition of the location along with GPS coordinates are provided without warranty, express or implied, as to the accuracy of the data. Further, Grantor’s receipt of the location and GPS coordinates of the Pipeline shall in no way limit, modify or alter in any way the obligation of Grantor, its successors, assigns, employees, contractors, invitees, or any other person or entity on the property on behalf of or at the request of Grantor to make appropriate ONE Calls and to otherwise comply with the terms and conditions contained in this Agreement.

1.6. Entry onto the Property.

(a) During construction and reclamation Grantee and its officers, agents, employees, contractors, and representatives shall have the right to use existing access roads, as outlined in Exhibit C, if any, for purposes of construction and reclamation. Right to access across the Property as specified under this Section 1.6 shall expire after two years. Upon expiration of access rights, access will be limited exclusively to the Right-of-Way or as otherwise agreed to in writing between the Parties. Permanent access, if any shall be agreed to by the Parties in a separate written agreement.

(b) Except in the event of an emergency or as required by applicable laws and or regulations, including but not limited to in response to a line locate (e.g., ONE Call), valve inspections and cathodic protection readings, Grantee shall make reasonable efforts to provide a minimum of twenty-four (24) hours prior notice to Grantor before entering the Property. To minimize risk of damages or operational impacts, however, Grantee shall provide as much advance notice to Grantor as is practicable. During continuous work activities such as construction projects, continuous notification is not required. Grantee shall notify Grantor upon completion of construction.

1.7. Emergency Access to Pipeline. Except in cases of emergency or as otherwise provided herein, Grantee shall not enter upon the Property beyond the boundaries of the Easement Area without Grantor's prior consent. The determination of what constitutes an emergency is within Grantee's absolute discretion, but is subject to Grantor's right to compensation for all damages suffered as a result thereof. Grantee shall make reasonable efforts to advise Grantor of the emergency circumstances within twenty-four (24) hours following entry upon the Property.

1.8. Change of Location of Pipeline. Grantor and Grantee acknowledge that the actual location of the Easement Area may change because of various engineering and construction factors. At Grantee's expense, Grantee shall prepare and deliver to Grantor any additional documents needed to correct the legal description of the Easement Area to conform with the actual location of the Pipeline. Prior to construction on the Property, Grantee need not obtain Grantor's permission to alter the location of the Easement Area or Temporary Work Space so long as the change of location is no greater than fifty (50) feet in any direction. In the event the Easement Area must be moved more than fifty (50) feet in any direction, Grantee shall obtain written approval from Grantor, which approval shall not be unreasonably withheld. Additional compensation shall be due only if the acreage encumbered increases. Any change in the location of the Pipeline that results in a decrease in the acreage encumbered by the Easement Area shall not result in Grantor being required to reimburse Grantee for any payments already made. Notwithstanding the foregoing, provided that constructability concerns are not present, in Grantee's reasonable discretion, Grantee agrees to exercise commercially reasonable efforts to minimize the total

encumbrance on Grantor's property by (i) abutting existing easements on Grantor's property such that there is no gap between easements or (ii) overlapping the Easement with the existing easement owned by Grantee's affiliate, ONEOK Bakken Pipeline, L.L.C., by up to fifteen feet (15').

2. Grantor's Reserved Rights.

2.1. Grantor's Rights. Provided it does not materially interfere with or prevent the exercise by Grantee of its rights hereunder or create an actual or potential hazard to the Pipeline or its appurtenances, Grantor reserves for himself, his successors, heirs and assigns, the right to use the Easement Area for any purpose, including agriculture, ranching, farming, grazing of livestock, or any other use which is necessary and incidental thereto; developing surface or subsurface mineral, oil, or gas resources, or any other use which is necessary and incidental thereto; cutting timber; drilling and development of water for commercial or private use; hunting, fishing, and other recreational activities; and to otherwise fully use and enjoy the Easement Area.

(a) Notwithstanding the foregoing, Grantor shall not drill wells, excavate, alter the ground elevation or grade, construct any dam, building, or structure, plant any trees or shrubs, or otherwise create a water impoundment within or over the Easement Area without prior written authorization of Grantee, which shall not be unreasonably withheld. Withholding of authorization shall be deemed reasonable if important to maintain the safety or integrity of the pipeline or if required by applicable laws and/or regulations. Grantee shall make reasonable efforts not to disturb Grantor's use of and activities on the Easement Area to the extent such use and activities are consistent with Grantee's rights under this Agreement.

(b) Grantor hereby reserves the right to cross the Easement Area and Pipeline at any time with agricultural equipment necessary to carry out normal and customary farming and ranching of the Property.

(c) Grantor hereby reserves the right to cross the Easement Area with fences and roads and to maintain the same provided that (i) the crossings are as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) cover is not removed from over top of the Pipeline, (iv) any fence posts are installed at least five feet (5') from the centerline of the Pipeline, and (v) Grantee is provided reasonable access to the Easement Area for routine activities.

(d) Grantor hereby reserves the right to cross the Easement Area with waterlines and other utility lines ("Other Lines"), provided that (i) the Other Lines cross the Pipeline as close to ninety (90) degrees as is practicable, (ii) Grantor makes appropriate One Call notifications, (iii) any cover removed from overtop of the Pipeline shall be promptly replaced following construction of Other Lines, and (iv) Grantor ensures that a representative of Grantee is present

during the construction of the Other Lines. This Section shall not be construed to limit Grantor's rights under Section 5.9.

(e) Grantee acknowledges and agrees that Grantor's use of the Easement Area as of the Effective Date is compatible and will not interfere with Grantee's intended use of the Easement Area, subject to the provisions hereof. Further, Grantee agrees that the Pipeline will be constructed in a manner that allows the crossing of the Easement Area by livestock and agricultural equipment.

3. Payments to Grantor. In consideration of the Easement and rights granted in this Agreement (including temporary access), Grantee shall pay to Grantor those amounts set forth in that certain Payment Addendum between Grantor and Grantee, dated as of the Effective Date (the "**Payment Addendum**"), which shall not be recorded herewith. If the Payment Addendum requires any ongoing or future payments, it shall be and remain the responsibility of Grantor, or the then record owner of the Property upon which this Easement is located to provide Grantee with prior written notice, in accordance with Section 10.1 of this Agreement, of any change in ownership that will result in a different payee. Until such time that Grantee receives actual notice of the foregoing, Grantee may continue to make any applicable payments to the owner to which it last made payment or it may suspend payment if there is a disagreement as to whom the then current owner is until such disagreement is resolved to Grantee's reasonable satisfaction. Without written notice of an ownership change described above, Grantee shall not have liability for payments made or withheld, as provided herein, and under no circumstances will Grantee be required to make duplicate payments. In the event Grantee fails to make a payment hereunder timely, the matter shall be handled in accordance with Section 10.5 of this Agreement.

4. Liability for Improvements. Grantor shall have no liability for any costs or expenses incurred in connection with the siting, testing, construction, operation, maintenance, or removal of the Pipeline, or any other improvements of any kind made on the Property by Grantee. The rights granted to Grantee hereunder shall not be construed to create any responsibility on the part of Grantor to pay for any improvements, alterations or repairs occasioned by Grantee.

5. Grantee's Obligations.

5.1. Contact Information. Before, during, and after construction, Grantee will provide Grantor with a contact number, so that Grantor can inquire about specifics concerning the Pipeline, including its construction, operation and all mitigation and restoration efforts associated with the Pipeline.

5.2. Construction Liens. Grantee shall, at all times, keep the Property free and clear of all claims for and/or liens for labor and services

performed, and materials, supplies or equipment furnished in connection with Grantee's use of the Property; *provided, however*, that if such a lien is filed against the Property, Grantee shall indemnify and hold Grantor harmless against the consequences thereof

5.3. Compensation and Indemnity.

(a) Grantee shall reasonably compensate Grantor for loss or damage to crops, pastures, fences, structures, improvements, waterlines, diversions, irrigation ditches, terraces, tile lines, tanks, timber, pipelines or any other damages to the Property or other lands owned by the Grantor, improvements, personal property or livestock caused by or resulting from Grantee's use or occupancy of the Property, including damages due to installation, construction, operation, location, use, testing, repair, maintenance, removal or abandonment of the Pipeline.

(i) Should either (1) a growing crop, hay, grass, forage, rangeland or any cropland be damaged or destroyed, or (2) the agricultural capability of the lands encompassing the Easement Area or the Temporary Work Space be reduced or eliminated by Grantee during the construction, installation, use, operation, maintenance or replacement of the Pipeline, Grantor or tenant shall be reasonably compensated for the loss thereof by multiplying the current market price for the crop by the reduced production as evidenced by comparing yields with adjacent lands within the same growing season or most recent full production from the impacted lands.

(ii) Grantee shall compensate Grantor or its tenant for any injury or loss to Grantor's or Grantor's tenant's livestock resulting from construction or Grantee's operations and/or activities on the Property, at the then current replacement price plus reasonable transaction costs for such livestock to make the Grantor and/or its tenant whole.

(iii) In the event that Grantee's activities or omissions cause fire on the Property or other lands owned by Grantor, Grantee shall promptly pay to Grantor (1) the reasonable costs of all fire suppression incurred by Grantor, (2) replacement costs for Grantor's fences and any other improvements, including structures, destroyed or damaged by fire, and (3) all other actual damages, including all costs associated with the prevention and control of cheat grass, cactus, or noxious weeds to Grantor as a result of such fire. In addition to the foregoing, Grantee agrees to pay to Grantor One Hundred Twenty Dollars (\$120.00) per acre for all rangeland burned for immediate lost grazing as full and complete satisfaction for said lost grazing for a period of two (2) growing seasons.

Damages for immediate lost grazing shall be paid within one week of establishing the acres burned, and the amount per acre shall be adjusted annually by reference to the "CPI-U" published by the U.S. Department of Labor Bureau of Labor Statistics. Compensation for other damages must be paid within a reasonable time after Grantor notifies Grantee of the fire damage in writing, which notice shall include itemization and evidence of the cost associated with the damages. After any such fire, Grantee recognizes its continuous reclamation obligation to return the damaged lands as best as practicable to their condition existing prior to the fire, pursuant to the terms discussed more fully in Section 5.4, and Grantor agrees that it will provide reasonable access to Grantee on the Property (including outside of the Easement Area as necessary) in order to effectuate the reclamation. In the event reclamation extends beyond the two (2) growing seasons for which Grantor is compensated above, Grantee shall be responsible to Grantor for lost grazing or other damages resulting therefrom.

(b) Grantor agrees to timely notify the appropriate governmental agency of this Easement and its effect on any of Grantor's property enrolled in the Conservation Reserve Program ("CRP") or any similar government program. To the extent Grantee's construction of the Pipeline requires the removal of any of the Property from participation in the CRP or any similar government program in which it was enrolled and qualified on the Effective Date, Grantee shall reimburse Grantor for any penalties and reimbursement obligations levied against Grantor by the agency administering the program as a consequence of the property's removal. Grantor's failure to timely notify the appropriate governmental agency of entry into this Agreement relieves Grantee of any liability under this Section 5.3(b).

(c) Except to the extent arising out of the negligent acts or omissions, intentional misconduct, or illegal acts of Grantor, its successors, assigns, and or/anyone for whom the Grantor is legally responsible, Grantee shall defend, protect, indemnify, and hold harmless Grantor, and pay all costs and expenses, including reasonable attorney's fees actually incurred by Grantor, from and against any and all judgments, fines, claims, actions, causes of action, penalties, costs, damages, injuries, expenses, or other liability of any kind to the extent arising from, out of, or as a result of any construction or operations, activities (including removal or abandonment of the Pipeline), actions or inactions of Grantee, its parent, subsidiary, and related companies and their officers, directors, employees, shareholders, agents, successors, assigns, attorneys, insurers, contractors, subcontractors, consultants, or any other person or entity acting through or under them, or any of them, including, but not limited to, the negligent, intentional, willful, or wanton exercise of the rights and privileges herein granted. In the event that Grantor shall bring a court proceeding to enforce this Section 5.3(c) (or otherwise reasonably incurs attorney's fees, costs and expenses) to establish the right to indemnity and

prevails, Grantee shall reimburse Grantor's attorney's fees, costs, and expenses reasonably incurred in connection with establishing the right to indemnity.

(d) Grantee shall reasonably compensate for any damage to real or personal property, whether owned by Grantor or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee, guest or permittee of Grantor, or any other person or entity that has obtained or hereafter obtains rights or interests from Grantor, which was caused by the operations, activities, actions or inactions of Grantee.

(e) The indemnity provisions herein shall survive the expiration or termination of this Agreement and/or the surrender of the Easement Area to Grantor, shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy, and shall inure to the benefit of Grantor and any successor and assignee of Grantor and shall be binding upon Grantee and its successors and assigns.

(f) Grantee agrees to compensate Grantor or the surface occupant, as appropriate, (the "**Claimant**") at the rate of One Hundred Dollars (\$100.00) per hour for the time reasonably and necessarily spent by the Claimant (i) in connection with an uncured default as provided in Section 10.5 of this Agreement; (ii) in response to a specific request by the employees of Grantee or its contractors (the "**Grantee Group**") to the Claimant in the conduct of their activities on the Property; or (iii) for actions taken with respect to Grantor's livestock, land or water in an emergency situation; provided, however, Grantor shall not take any actions with respect to Grantee Group's facilities or equipment without prior request by Grantee Group. In cases of an emergency with respect to livestock, land or water, the Claimant shall take all reasonable and necessary actions reasonably necessary to resolve and address the emergency. The rate per hour will adjust annually by reference to the "CPI-U" published by the U.S. Department of Labor Bureau of Labor Statistics, or if such index is no longer published, a comparable replacement index.

5.4. Construction and Reclamation. Grantee shall, at a minimum, and unless otherwise provided herein or by any more stringent applicable law, regulation, permit, or permit condition comply with all provisions and requirements in Grantee's May 2018 ONEOK Elk Creek Pipeline Project, a copy of which will be provided to Grantor in advance of the commencement of construction ("**CMR Plan**"). A copy of the plan is recorded in the county clerk's office of the county in which the Property is found. The exact Book and Page number in which the easement is recorded can be found in Exhibit D attached hereto and by this reference made a part hereof. Grantee shall ensure that the construction contractor (hereinafter, "**Contractor**"), all of his subcontractors, and all other persons engaged in the construction and installation of the Pipeline are informed of the terms and conditions set forth in this Agreement.

(a) Following the completion of construction, maintenance, repair, or removal of the Pipeline, Grantee shall remediate the area disturbed by construction as best as practicable to its original preconstruction condition, in accordance with the CMR Plan and all applicable permits, laws and regulations. Reclamation and clean-up along the Easement Area shall be accomplished in a timely manner, as conditions permit. All reclamation obligations, as set forth herein, are the obligation of Grantee regardless of the circumstances in the releasing of the rights as provided for in this Agreement. Grantee's reclamation obligations are ongoing during the life and operation of the Pipeline and shall survive the surrender or earlier termination of this Agreement.

(b) Grantee shall use reasonable efforts to minimize the amount of time that any section of pipeline trench is left open.

(c) At Grantor's request, the right of way must be mowed before the topsoil is bladed.

(d) No alcohol, drugs, dogs, firearms or hunting will be allowed on the Property without the express written consent of the Grantor, and Grantee shall notify all of its contractors, agents and employees of this restriction.

(e) Right of Way Access and Restoration of Roads See CMR Plan Section 1.1.

(f) Special Landowner Specific Requests and Requirements See CMR Plan Sections 1.3 and 1.4.

(g) Waste Disposal See CMR Plan Sections 1.5 and 1.5.1, (for disposal of wood debris see Section 1.7.1), 1.12 and 1.19 (disposal of rocks), 1.15, 3.6.

(h) Erosion and Sediment Control See CMR Plan Sections 1.6, 1.7.5, 1.16, 1.17

(i) Upland Grading See CMR Plan Section 1.7.2.

(j) Irrigation Systems and Drainage Ditches See CMR Plan Section 1.7.3, 2.8.

(k) Topsoil Handling and Segregation See CMR Plan Sections 1.7.4, 1.11.

(l) Noise Control See CMR Plan Section 1.7.7.

(m) Dust Control See CMR Plan Section 1.7.7. See also ONEOK Dust Control Plan.

- (n) Trenching See CMR Plan Section 1.9, 1.9.1, and 1.9.2, 5.1 (trench dewatering).
- (o) Weed Control See CMR Plan Section 1.14, ONEOK Revegetation Plan, and ONEOK Noxious Weed Plan.
- (p) Soil Compaction Treatment See CMR Plan Section 1.18.
- (q) Repair of Damaged Conservation Practices See CMR Plan Section 1.21.
- (r) Revegetation and Reseeding See CMR Plan Sections 1.22, 8.0, and ONEOK Revegetation Plan.
- (s) Stream Crossing and Construction Near Surface Water See CMR Plan Section 2.0-2.9.5.
- (t) Water Appropriation and Discharge See CMR Plan Section 7.0-7.3.
- (u) Wetlands See CMR Plan Section 3.0.

5.5. Depth of Pipeline. Grantee agrees to bury the Pipeline to a minimum depth of forty-eight inches (48”) (to the top of the pipe) except for in consolidated rock where the Pipeline will be buried to a minimum depth of thirty inches (30”). In the event (i) Grantor has a reasonable belief that the Pipeline no longer has at least forty-two inches (42”) of cover as the result of Grantee’s activities upon the easement or natural acts of erosion and provides Grantee written notice thereof or (ii) Grantee has a reasonable belief based on its own surveys and maintenance activities that the Pipeline no longer has at least forty-two inches (42”) of cover as the result of Grantee’s activities upon the easement or natural acts of erosion, Grantee agrees to determine the depth of the Pipeline and discuss the findings with Grantor. If it is determined that the Pipeline has less than forty-two inches (42”) of cover as a result of Grantee’s activities or natural erosion, and the difference in cover unreasonably interferes with Grantor’s actual use of the Property, Grantee agrees to take reasonable steps to provide additional cover over the Pipeline. In the event Grantee needs to provide additional cover over the Pipeline, Grantor agrees to provide Grantee, at no additional cost, adequate additional work space and ingress and egress across the Property to allow Grantee to perform the necessary work.

5.6. Location of Pipeline. Grantee will abide by all applicable laws and regulations with respect to the construction, installation, use, operation, maintenance, or replacement of the Pipeline. Grantee agrees to make reasonable efforts to locate pipeline markers, cathodic protection equipment, and appropriate safety signage adjacent to fence or lot lines and as near as practicable

to public road allowances, and in any event will comply with all applicable laws and regulations.

5.7. Hazardous Materials. Grantee at its expense shall comply with all applicable federal, state, and local laws, regulations, and ordinances governing Hazardous Materials. Hazardous Materials shall mean hazardous or toxic materials, wastes, substances, and/or pollutants, as defined or identified in federal, state, or local laws, rules, or regulations, whether now existing or hereinafter enacted. Grantee shall not use the Property for treatment, emission, release, discharge, or disposal of Hazardous Materials. In the event of any emission, discharge, or release of any Hazardous Materials, Grantee shall promptly undertake all environmental remediation required by applicable laws, rules, and/or regulations, and comply with orders, directives, or mandates of any local, state, or federal governmental or quasi governmental authority having jurisdiction over pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, regulated, toxic, or hazardous substances into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). Grantee's obligations under this Section shall survive the expiration or termination of this Agreement and/or the Easement.

5.8. Easement Area Maintenance. Grantee shall have the right to cut, keep clear, and remove all trees, brush, or shrubbery in the Easement Area that are reasonably deemed by Grantee to injure, endanger, or interfere in any manner with the efficient construction, operation, use, inspection, or maintenance of the Pipeline, fittings, cathodic protection equipment, or other appurtenances thereto; *provided, however*, that if Grantee either mows or cuts grass or crops of Grantor, Grantee is responsible for and shall compensate Grantor for such loss.

5.9. Waterlines and Non-Transmission Utility Lines. If the Pipeline crosses a waterline and/or non-transmission utility lines, Grantee shall, at its expense, ensure that the line's depth is either maintained or the line is lowered and protected in a manner reasonably acceptable to Grantor. If waterlines are interrupted, Grantee, at its expense, shall immediately supply water to Grantor until the original water supply has been restored. Before backfilling, Grantee shall determine whether any lines crossed during trenching were damaged during construction. If damage occurs, damaged lines shall be removed and replaced with new lines or repaired to the Grantor's reasonable satisfaction. If relocation of a waterline and/or non-transmission utility line is necessary, Grantee shall work directly with Grantor to determine proper location. Subsequent to construction and installation of the Pipeline, if Grantor intends to construct or repair a water or other line within the Easement Area, Grantee shall expose the Pipeline and backfill the trench to accommodate said pipeline in a timely manner.

5.10. Notice to Grantor of Suits and Actions. Grantee agrees to promptly notify Grantor of any and all pending actions, suits, or proceedings, whether civil, criminal, administrative, or investigative in nature, involving or with regard to the Property.

5.11. Cultural, Archeological or Paleontological Resources. Grantee acknowledges that, except as disclosed in writing by Grantor, neither Grantor nor any of its employees, agents, officers, directors or representatives has made any representations, warranties, or agreements to or with Grantee as to the location of any gravesite, cultural, archaeological, or paleontological resources on the Property. To the extent lawfully required, Grantee shall consult with the federal or state authorities regarding the existence of cultural, archaeological, or paleontological resources located on the Property. Grantee shall comply in all material respects with all laws, ordinances, statutes, orders and regulations of any governmental agency with regard to the location, identification, excavation, removal, disposition, or disturbance of any cultural, archaeological, or paleontological resources. If paleontological or significant and eligible cultural or archaeological resources are discovered by Grantee, Grantee shall promptly notify Grantor and, to the extent lawfully required, all appropriate governmental agencies. Construction activities shall cease on that portion of the Easement Area and Temporary Work Space until any required approvals to recommence construction are obtained from the governmental agency with jurisdiction over the affected resource. Grantee shall make reasonable efforts to avoid the removal of any cultural, archaeological, and paleontological resources on the Property. Grantee acknowledges that any cultural, archaeological, and paleontological resources discovered on the Property are not the property of the Grantee and shall remain the property of Grantor unless applicable local, state and federal law states otherwise. Information concerning the nature and location of any cultural, archaeological, and paleontological resources shall remain confidential between Grantor and Grantee, to the extent permissible under applicable laws and regulations.

6. Assignment.

6.1. Assignment by Grantor. Grantor, as used herein, shall mean [landowner], together with his/her/its heirs, executors, personal representatives, successors and assigns. With respect to Grantor's covenants and agreements under this Agreement, the term Grantor shall be limited to mean and include only the owner or owners of the fee title to the Property at the time in question and any successors, assigns or heirs.

6.2. Assignment by Grantee. The rights granted herein to Grantee may be assigned freely by Grantee in whole, but not in part. In the event of an assignment by Grantee, Grantor shall be provided notice of the assignee within ninety (90) days thereafter. Any such assignment, conveyance, transfer, lease, or sublease of this Agreement made for the purpose of avoiding any obligations of

Grantee, including but not limited to financial obligations, indemnification, and reclamation obligations, shall be void.

7. Termination and Removal.

7.1. Removal. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, as soon as practicable thereafter, or within any period prescribed by applicable law or regulation, unless otherwise mutually agreed upon, (a) remove from the Property all above-grade improvements and other personal property owned, located, installed or constructed by or on behalf of Grantee, (b) leave the surface of the Property free from debris arising from the foregoing or from the operations or activities of Grantee, and (c) otherwise reclaim any portion of the Property disturbed by Grantee to a condition reasonably similar to its original condition.

7.2. Release of Agreement. Upon the termination or surrender of the rights and privileges provided for in this Agreement, Grantee shall, at Grantor's request, execute, acknowledge, and record a Release of Easement, to Grantor or Grantor's successor in interest, as the case may be. If Grantee determines that it no longer needs the rights granted herein as a result of a reroute of the Pipeline, or for any other reason, Grantee shall provide notice thereof to Grantor and Grantee, at Grantor's request, shall execute, acknowledge and record a Release of Easement.

7.3. Abandonment of Pipeline. Abandonment of the Pipeline and the Easement shall occur if Grantee fails to complete construction and installation of the Pipeline within five (5) years of the Effective Date. Abandonment of the Pipeline and the Easement shall also occur if Grantee ceases to operate or maintain the Pipeline for the transportation of the Product for a period of five (5) consecutive years. Abandonment of the Pipeline shall not under any circumstance entitle Grantee to a refund of all or part of any compensation previously paid to Grantor. Grantee shall notify Grantor as soon as practicable of any intent to abandon the Pipeline. Upon the abandonment of the Pipeline, Grantee shall either: (i) remove the Pipeline with full reclamation of the Property; or (ii) abandon the Pipeline in place in accordance with all applicable regulations and laws. If Grantee elects to remove the Pipeline as opposed to abandoning the Pipeline in place, Grantee shall seek prior consent from Grantor, which consent shall not be unreasonably withheld or denied but may be conditioned upon Grantee providing a reclamation bond or other form of financial assurance to cover the costs of reclamation. The indemnity provisions hereof shall survive the expiration or termination of this Agreement and shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provision of a valid insurance policy and shall inure to the benefit of Grantor and any successor and assignee of Grantor and shall be binding upon Grantee, its successors and assigns.

8. Grantor's Liability.

8.1. Grantor's Limit on Liability and Immunity from Vicarious Liability. Grantor shall be liable to Grantee only for damage to Grantee resulting from Grantor's intentional acts, willful misconduct, or negligent acts or omissions. Normal and customary farming or livestock management practices shall not be considered negligence so long as Grantor (i) complies with its obligations in Section 2 of this Agreement and (ii) calls One-Call whenever performing agricultural tilling activities that result in penetration of the surface by more than thirty inches (30"). This provision shall not be construed to limit or modify Grantor's legal obligations to make One-Call pursuant to applicable law. Grantee acknowledges that Grantor shall not be held liable for any act or omission, whether intentional or otherwise, of any of Grantor's employees, agents, representatives, contractors, sublessees, grantees, licensees, invitees, guests or permittees, or any other person or entity that has obtained or hereafter obtains rights or interest from Grantor.

8.2. Grantor's Further Limitation on Liability Due to Insurance Coverage. If Grantor so chooses, Grantor can further limit its liability by obtaining a broad form comprehensive general liability insurance policy protecting Grantor against loss or liability caused by Grantor's occupation and use of, and activities on, the Property. The policy shall have liability limits of not less than One Million Dollars (\$1,000,000.00); provided, however, that in the event Grantor maintains insurance in an amount greater than the minimum required herein Grantor will afford the same coverage to Grantee. The insurance coverage amounts may be satisfied by any combination of primary and excess policies. If such a policy is in effect at the time of an event that may give rise to liability, then Grantor's liability to Grantee, if any, shall be limited to the proceeds of the insurance policy.

9. All Applicable Regulations. Grantee shall comply with all applicable local, state, and federal permits, conditions, rules, and regulations relating to the Pipeline construction, reclamation, operation, and/or decommissioning and abandonment, whether now existing or enacted, imposed or granted in the future. To the extent that such laws, rules, regulations and/or permits or permit conditions impose more stringent standards, a greater standard of protection than as set forth in this Agreement, or conflict with the terms of this Agreement, such laws, rules, regulations and/or permits shall govern the relationship of the Parties. Nothing herein constitutes a waiver of Grantor's rights and protections under any applicable permit, law, or regulation, in force now or in the future.

10. Miscellaneous.

10.1. Notice. All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, and shall be delivered personally, by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Grantor:

If to Grantee:

ONEOK Elk Creek Pipeline, L.L.C.

Attn: Vice President of Operations

100 West Fifth Street

Tulsa, OK 74103

Notice personally delivered shall be deemed given the day so delivered. Notice given by overnight courier shall be deemed given on the first business day following the date of receipt. Notice mailed as provided herein shall be deemed given on the third business day following the postmarked date. Any Party may change its address for purposes of this subsection by giving written notice of such change to the other Party in the manner provided in this subsection.

10.2. Entire Agreement. Except to the extent otherwise provided herein, this Agreement constitutes the entire agreement between the Parties. No other agreements have been made modifying, adding to, or changing the terms hereof. This Agreement may not be abrogated, modified, rescinded, or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and, when appropriate, duly recorded in the appropriate real property records. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

10.3. Force Majeure. If performance of this Agreement or of any obligation hereunder (other than an obligation to pay any compensation as set forth in the Payment Addendum) is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, Grantee, upon giving written notice to Grantor, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. Grantee shall continue performance hereunder whenever such causes are removed. Force Majeure shall mean causes beyond the reasonable control of and without the fault or negligence of Grantee, and in any case whereby exercise of due foresight

Grantee could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

10.4. Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located and the venue of any action brought concerning the interpretation or enforcement of this Agreement shall be proper in the County in which the Property is located.

10.5. Default. In the event of any default hereunder by Grantee, Grantor shall provide Grantee written notice of the alleged default and Grantee shall have thirty (30) days from the receipt of said notice to cure the default or be diligently pursuing the cure thereof. If after being afforded the right to cure Grantee is still in default and Grantor chooses to file a court proceeding against Grantee, and in such event Grantor prevails in said court proceeding, Grantee agrees to pay for Grantor's reasonable attorney's fees, costs and expenses incurred in connection with the proceeding.

10.6. No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10.7. Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against, either Party.

10.8. Other General Provisions. The covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement, or otherwise give rise to any cause of action in any person or entity not a Party hereto. The duties, obligations; and liabilities of the Parties are intended to be several and not joint or collective. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and easement grantee, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party.

10.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; *provided,*

however, that all such counterparts shall together constitute one and the same instrument.

10.10. Invalidity. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

10.11. Authority of Parties. To the best of the Parties' knowledge, each of the Parties hereto represents to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

10.12. No Warranty of Title. GRANTOR MAKES NO CLAIMS, PROMISES, OR GUARANTEES ABOUT ITS TITLE TO THE EASEMENT AREA OR THE UNDERLYING LANDS AND NO WARRANTY OF ANY KIND, WHETHER IMPLIED, EXPRESSED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTY OF TITLE, IS GIVEN WITH RESPECT TO GRANTOR'S PURPORTED OWNERSHIP OF THE EASEMENT AREA OR THE UNDERLYING LANDS. GRANTEE SHALL CONDUCT A TITLE REVIEW TO DETERMINE IF THERE ARE ANY TITLE DEFECTS THAT WOULD AFFECT GRANTEE'S ABILITY TO USE THE EASEMENT AREA AS INTENDED AND THE RISK, COST, AND EXPENSE OF A TITLE FAILURE SHALL REST WITH GRANTEE. MOREOVER, GRANTEE ACKNOWLEDGES AND AGREES THAT THE EASEMENT AREA IS ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT PHYSICAL CONDITIONS, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO. TO THE BEST OF GRANTOR'S KNOWLEDGE, THERE ARE NO UNRECORDED ENCUMBRANCES OR TRANSFERS ON THE PROPERTY THAT GRANTEE HAS NOT BEEN MADE AWARE OF. HOWEVER, GRANTOR HAS NOT INSPECTED TITLE OR AVAILABLE RECORDS TO CONFIRM OR WARRANT TITLE.

10.13. Relationship of Parties. Grantee and Grantor shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14. Grantee's Employees. Grantee shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform Grantee's obligations under this Agreement, including all federal, state, and local income, social security, payroll, and employment taxes, and statutorily mandated workers' compensation coverage. None of the persons

employed by Grantee, or any successor, employee, agent, representative, assign, contractor, sublessee, grantee, licensee, invitee, guest, or permittee of Grantee, shall be considered employees of Grantor for any purpose; nor shall Grantee represent to any person or entity that Grantee shall become an employee or agent of Grantor.

10.15. Good Faith and Fair Dealing; Reasonableness. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval, or similar action shall be in writing and not be unreasonably withheld, conditioned, delayed or denied, and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

10.16. Cooperation. The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

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EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
**LEGAL DESCRIPTION OF THE EASEMENT AREA
AND TEMPORARY WORK SPACE**

**ONEOK ELK CREEK PIPELINE
PAYMENT ADDENDUM**

