

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design Division
SFN 7995 (Rev. 05-2004)

Document No. 71354 (FOR STATE USE ONLY) Permit No. 7-68-18.5458

APPLICANT INFORMATION

Owner of Facility Belle Fourche Pipeline Company	City Casper	State WY	Zip Code 82602
Mailing Address PO Box 2360	Telephone Number (307) 237-9301		
Owner's Agent Keitu Engineers & Consultants, Inc.	City Mandan	State ND	Zip Code 58554
Owner's Contractor Northwinds of Wyoming, Inc.	City Douglas	State WY	Telephone Number (307) 358-6550

LOCATION NO. 1 (FOR STATE USE ONLY) Begin Ref. Point 18.5458 End Ref. Point _____

Highway No. 68 Along or Across Lanes of traffic 2 4

Direction N S E W Begin _____ feet from reference marker _____

Direction N S E W End _____ feet from reference marker _____

N S E W from city of _____ or 0.4 miles from junction highway Mck 30

TYPE OF FACILITY (Complete appropriate spaces only.)

Description of Proposed Facility
buried 8-inch nominal OD steel crude oil pipeline with typical 0.188-inch WT but 0.250-inch WT under road crossings with Powercrete coating installed from Enbridge Pipeline's Alexander Station to Bowline Junction (approx 32 miles)

Size of Facility	Number of Cables	Length of Down Guys
Pipeline Pressure 1200 psig	Size of Casing none	Length of Casing
Location of Pole(s)	Location of Appurtenances	Location - Others

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

- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer,
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (D) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.
- (E) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT.
- (F) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (G) The installation shall be completed on or before May 1, 20 08

10/15/07 DATE [Signature] OWNER'S SIGNATURE 132

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto and made a part hereof. Approved by NDDOT this 30 day of October, 2007.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
Walter A. Peterson
DISTRICT ENGINEER (TYPE OR PRINT)
Walter A. Peterson
SIGNATURE

R

Risk Management Appendix

Small, Low-Risk Leases, Easements, Licenses, and Permits with Private Individuals, Companies, Corporations, Etc. (referred to as Recipient):

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

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

- 1) **Commercial general liability** insurance – minimum limits of liability required are **\$250,000 per person** and **\$1,000,000 per occurrence**. If it is not practical for Recipient to carry commercial general liability insurance, Recipient may **substitute farm liability insurance, renters insurance, or home owners** insurance in the amount of **at least \$300,000**.
- 2) If Recipient may use an automobile in relation to the attached agreement, Recipient must secure **automobile liability** insurance with a minimum limit of liability of **at least \$250,000**. The above limits may be satisfied through a policy or policies of insurance, primary and excess, including the so called umbrella or catastrophe form.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the above policies.

The Recipient shall furnish a certificate of insurance coverage evidencing the requirements in 1 through 3 above to the undersigned State representative prior to commencement of this agreement.

Recipients' insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by the State.

The Recipient must secure any necessary Workers Compensation coverage that may be required by State law.

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

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design Division
SFN 7995 (Rev. 05-2004)

Document No. 71355 (FOR STATE USE ONLY) Permit No. 7-200-18.5840

APPLICANT INFORMATION

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Mailing Address PO Box 2360				Telephone Number (307) 237-9301
Owner's Agent Keitu Engineers & Consultants, Inc.	City Mandan	State ND	Zip Code 58554	Telephone Number (701) 667-1800
Owner's Contractor Northwinds of Wyoming, Inc.	City Douglas	State WY	Telephone Number (307) 358-6550	

LOCATION NO. 1 (FOR STATE USE ONLY) Begin Ref. Point 18.584 End Ref. Point _____

Highway No. 200 Along or Across Lanes of traffic 2 4

Direction N S E W Begin _____ feet from reference marker _____

Direction N S E W End _____ feet from reference marker _____

N S E W from city of _____ or 0.1 miles from junction highway US 85

TYPE OF FACILITY (Complete appropriate spaces only.)

Description of Proposed Facility
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- (F) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (G) The installation shall be completed on or before May 1, 20 08.

10/19/07
DATE

[Signature]
OWNER'S SIGNATURE BP

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NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

WALTER A. PETERSEN
DISTRICT ENGINEER (TYPE OR PRINT)
[Signature]
SIGNATURE

R

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