

Brian R. Bjella
100 West Broadway, Suite 250
P.O. Box 2798
Bismarck, ND 58502-2798
701.223.6585
bbjella@crowleyfleck.com

March 27, 2017

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, Dept. 408
Bismarck, ND 58505-0480

Re: Case No. PU-16-753
Savage Bakken Connector, Inc.
Our File No. 083350-000010

Dear Mr. Nitschke:

Please find enclosed 11 copies of the following documents for filing in the above captioned matter:

1. Application to Obtain Coverage Under NDPDES General Permit for Stormwater Discharges Associated with Construction Activity and fax confirmation to North Dakota Department of Health
2. NDDOT Utility Occupancy Application and Permit for fiberoptic line
3. NDDOT Utility Occupancy Application and Permit for pipeline
4. Monitoring and Unanticipated Discovery Plan for Savage Bakken Petroleum Hub Interconnect Pipeline Project
5. Report of Savage Bakken Petroleum Hub Interconnect Migratory Bird and Raptor Nest Pre-Construction Surveys
6. Buford Township Crossing Permit for pipeline
7. Hardscrabble Township Crossing Permit

Please feel free to contact me with any questions. Thank you.

Very truly yours,


BRIAN R. BJELLA

bw
Enc.



**APPLICATION (NOTICE OF INTENT) TO OBTAIN
 COVERAGE UNDER NDPDES GENERAL PERMIT
 FOR STORMWATER DISCHARGES ASSOCIATED
 WITH CONSTRUCTION ACTIVITY (NDR10-0000)**
 NORTH DAKOTA DEPARTMENT OF HEALTH
 DIVISION OF WATER QUALITY
 SFN 19145 (12/15)

FOR DEPT. USE ONLY

Application No.
Date Received

GENERAL INFORMATION

1. Name of Owner of Construction Project Savage Bakken Connector Inc.	2. Contact First Name Tyler	3. Contact Last Name Newman	4. Contact Phone No. (801) 424-7254
5. Contact E-mail Address tylernewman@savageservices.com			
6. Mailing Address 901 W Legacy Center Way	7. City Midvale	8. State/Province UT	9. Zip Code 84047
10. Name of Operator Working at Site Savage Bakken Connector Inc.	11. Contact First Name Tyler	12. Contact Last Name Newman	13. Contact Phone No. (385) 321-1964
14. Contact E-mail Address tylernewman@savageservices.com			
15. Mailing Address 14891 42nd St. NW	16. City Trenton	17. State/Province ND	18. Zip Code 58853

PROJECT INFORMATION

19. Name of Construction Project Savage Bakken Petroleum Hub Interconnect			
20. Brief Description of Construction Activity Installation of a 10" buried crude pipeline and support structures from the Savage facility 2 miles to a connection into the Dakota Access Pipeline, adjacent to Highway 1804			
21. Project Start Date 03/20/2017	22. Estimated Completion Date 06/30/2017	23. Estimated Total Area of Site (acres) 25	24. Estimated Area of Disturbance (acres) 7.5
Project Location	25. Physical Address 14891 42nd St. NW		26. City Trenton
	27. Township 152	28. Range 103	29. Section 6
	30. Quarter Section (ABCD Format) A	31. County Williams	
OR	32. Latitude (Decimal Degrees) 48.019		33. Longitude (Decimal Degrees) -103.914
Receiving Waters	34. Name of Municipal Storm Sewer System or Description of Receiving Water Drainage flows west to east under Highway 1804 into adjacent fields		

35. A SWPPP must be prepared and available for review at the time of application. You are not required to submit the SWPPP with the application unless otherwise notified by the department. The SWPPP must be completed prior to the start of construction (or the applicable construction phase). Please refer to Part I(D)(2)(c) of the permit.

RETURN COMPLETED APPLICATION TO: North Dakota Department of Health Division of Water Quality, 4 th Floor 918 East Divide Avenue Bismarck, ND 58501-1947 Telephone: (701) 328-5210 Fax: (701) 328-5200	I certify under penalty of law that I have personally examined and am familiar with the information submitted herein. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.	
	36. Printed Name of Owner(s) Mike Miller	37. Title VP Business Development
	38. Signature of Owner(s) <i>Michael Miller</i>	39. Date 3/13/2017 12:00:29 PM MDT
	40. Printed Name of Operator(s) Tyler Newman	41. Title Senior Project Engineer
	42. Signature of Operator(s) <i>TN</i>	43. Date 3/13/2017 12:59:15 PM MDT



Instructions

DocuSign Envelope ID: 6E31EEEE-7096-45EB-A1B1-448B4DDCC0B4
operator(s) identified on the application intend to discharge stormwater associated from construction activity to waters of the state in accordance with conditions set forth in North Dakota Pollution Discharge Elimination System general permit NDR10-0000.

Permit coverage becomes effective seven days after a complete application is submitted (based on the department receipt date) unless otherwise notified by the department.

General Information

1. **Name of Owner of Construction Project.** Enter the individual, company, organization or state who owns the property where the construction project is to take place. "Owner" means the person or party possessing the title of the land on which the construction activities will occur; or . . . for a lease holder, the party or individual identified as the lease holder; or the contracting government agency responsible for the construction activity.

2-3. **Contact Person.** Provide the contact person for the owner. If the contact person is an agent of the owner, such as a consultant, provide this information on a separate page.

4. **Contact Phone No.** Provide a valid phone number for the contact person.

5. **E-mail Address.** Provide a valid e-mail address for the contact.

6-9. **Mailing Address.** Provide a valid mailing address for the owner.

10. **Name of Operator Working at Site (attach additional, if needed).** List the operator(s) who will be responsible for the construction activities at the site. The operator is someone who has day to day supervision of construction activities and is jointly responsible with the owner for compliance with the permit conditions as they pertain to the construction activities delegated to the operator.

11-12. **Contact Person Name.** State the contact person who will be responsible for overseeing construction activities at the site for the operator.

13. **Contact Phone No.** Provide a valid phone number for the contact person.

14. **E-mail Address.** Provide a valid e-mail address for the contact.

15-18. **Mailing Address.** Provide a valid mailing address for the operator.

Project Information

19. **Name of Construction Project.** Provide a descriptive, but brief, name of the construction project. Limit the name to 75 characters.

20. **Brief Description of Construction Activity.** Provide a brief description of the scope of work for the construction project.

21. **Project Start Date.** Provide the estimated project start date.

22. **Project end date.** Provide the estimated project end date, if known. The date provided does not imply that the permit will expire on the projected end date. The permit will be terminated only after a notice of termination is submitted to the department.

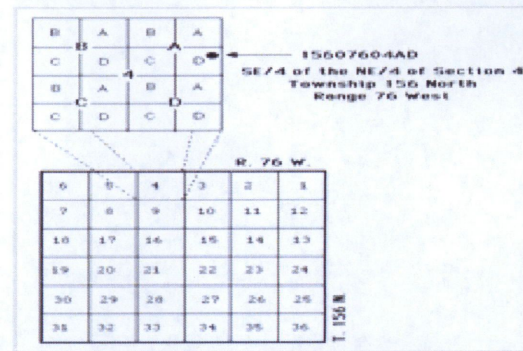
23. **Estimated Total Area of Site.** Enter the estimated acreage of the site/property in acres.

24. **Estimated Area of Disturbance.** Enter the estimated total acreage of land to be disturbed by construction activity.

25. **Physical Address.** Enter a physical address if one is available. For residential construction, avoid using a recorded plat survey, such as lot and block number. If a street addresses it not available, please use an alternative project location description (boxes 23 through 26).

26. **City.** Enter city in which project is located. If the project is located in a rural area, enter the nearest city.

27-30. **Township, Range, Section, Quarter Section.** Provide the numerical township, range and section of the construction project. Provide the quarter section in the ABCD format. See below.



31. **County.** Provide the county in which the project is occurring.

32-33. **Latitude and Longitude.** Provide the latitude and longitude in decimal degrees at the center of the site.

34. **Municipal Storm Sewer System or Description of Receiving Water.** If the project is located within city limits, enter the name of the city along with receiving water of the city storm sewer. Provide the name of the receiving body of water if outside city limits (i.e. Red River, unnamed tributary to Cherry Creek, wetlands, etc.).

Stormwater Pollution Prevention Plan (SWPPP) Requirements

35. As part of the permit, a SWPPP must be developed and available for review at the time of application. You are not required to submit the SWPPP with the application unless otherwise notified by the department. The SWPPP must be completed prior to the start of construction (or the applicable construction phase). Please refer to Part I(D)(2)(c) of the permit.

Signature Information

36-39. **Owner Information.** The signatory must be a responsible corporate officer, general partner, principal executive officer, or ranking elected official as required in Part IV.6.a of the permit number NDR10-0000.

40-43. **Operator Information.** The signatory must be a responsible corporate officer, general partner, principal executive officer, or ranking elected official as required in Part IV.6.a of the permit number NDR10-0000.

Please Note: Some internet browsers may not display the form properly and some features of the form may not be available or displayed. If you experience issues viewing the form, please read the following options for possible solutions:

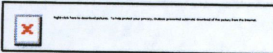
In Firefox® browser: Go to the tools menu>options>applications. Under the actions column for Portable Document Format, change to Use Adobe® Reader in the drop down menu.

In Google Chrome™ Browser: Go to the address bar and type in chrome://plugins/ and click enter. Once in the plugin menu, go to the Chrome pdf viewer and click disable. Then go to the Adobe® Reader viewer and click enable. Once these changes are made, refresh the document.

From: Melissa Tibbitts <Melissatibbitts@savageservices.com>
Sent: Monday, March 13, 2017 4:02 PM
To: Tyler Newman
Subject: FW: Fax Delivery Successful to 17013285200


Melissa Tibbitts • Executive Assistant

901 W Legacy Center Way • Midvale UT 84047
801 944 6622 Office • 877 296 6815 Fax • 801 694 8841 Mobile
www.savageservices.com



From: MyFax [mailto:NoReply@MyFax.com]
Sent: Monday, March 13, 2017 2:59 PM
To: Melissa Tibbitts <Melissatibbitts@savageservices.com>
Subject: Fax Delivery Successful to 17013285200

<This message was sent from outside the Savage network>

<p>Fax for Free. Tell a friend about MyFax today.</p> <p>Have a question? support@myfax.com</p>	<table border="1"><tr><td>Fax Delivery Number:</td><td>17013285200</td></tr><tr><td>Fax Recipient:</td><td>To:North Dakota Division of Heath - Water Quality</td></tr><tr><td>Sent at:</td><td>03/13/2017 04:59:14 PM (GMT-5:00)</td></tr><tr><td>Pages:</td><td>3</td></tr><tr><td>Duration:</td><td>191</td></tr><tr><td>Cost:</td><td>0.0000 USD</td></tr><tr><td>Tax - GST:</td><td>0.0000 USD</td></tr><tr><td>Tax - PST:</td><td>0.0000 USD</td></tr><tr><td>Total Cost:</td><td>0.0000 USD</td></tr><tr><td>Customer Number:</td><td>5433010</td></tr><tr><td>Reference Number:</td><td>809259697</td></tr><tr><td>Billing Code:</td><td>20001-510902-1970</td></tr><tr><td>Remote CSID:</td><td></td></tr></table> <p>Thank you for using </p>	Fax Delivery Number:	17013285200	Fax Recipient:	To:North Dakota Division of Heath - Water Quality	Sent at:	03/13/2017 04:59:14 PM (GMT-5:00)	Pages:	3	Duration:	191	Cost:	0.0000 USD	Tax - GST:	0.0000 USD	Tax - PST:	0.0000 USD	Total Cost:	0.0000 USD	Customer Number:	5433010	Reference Number:	809259697	Billing Code:	20001-510902-1970	Remote CSID:	
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Remote CSID:																											

UTILITY OCCUPANCY APPLICATION AND PERMIT

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

FOR STATE USE ONLY (Type or Print)

RIMS Document Number 73244	Contract Number 67170333	District Tracking Number 7-1804-335.9850
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APPLICANT INFORMATION

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

Company Name Savage Bakken Connector, Inc	Contact Name John Savage	Telephone Number (801) 944-6608		
Mailing Address 901 W Legacy Center Way	City Midvale	State UT	ZIP Code 84047	Email Address JohnS@savageservices.com

Preparer - Consultant

Company Name KLJ	Contact Name Cassie Foster	Telephone Number (701) 355-8748		
Mailing Address 4585 Coleman Street	City Bismarck	State ND	ZIP Code 58503	Email Address cassie.foster@kljeng.com

Utility Contractor

Company Name Pro Pipe Corporation	Contact Name Ron Marsh	Telephone Number (406) 626-5633		
Mailing Address PO Box 307	City Frenchtown	State MT	ZIP Code 59834	Email Address ron.marsh@pro-pipe.com

TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility <i>Installation of 12-strand Fiberoptic Line by Horizontal Directional Drill (HDD) beneath Highway 1804.</i>		
Size of Facility <i>Fiberoptic Line</i>	Number of Cables <i>12 Strand</i>	Length of Down Guys
Pipeline Pressure	Size of Casing <i>2" Conduit</i>	Length of Casing
Location of Pole(s)	Location of Appurtenances	Location - Others

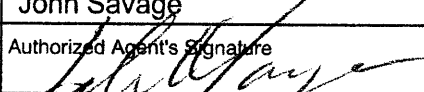
TERMS AND CONDITIONS: Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions,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

The installation shall be completed on or before:

Date 06/01/2017

See page 2 for additional Terms and Conditions.

APPROVAL

Company Name (Utility Agency) Savage Bakken Connector, Inc	Authorized Utility Agent Name (Type or Print) John Savage	Authorize Agent Title EVP Group Leader Engineering
Date 03/06/2017	Authorized Agent's Signature 	


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

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

NDDOT Approved Date
3/19/17

R

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) Joel M. Witt, PE	District Engineer Signature 
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- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer.
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The owner shall be required to wear an ANSI/ISEA 107-2010 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.
- (E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT. The owner may be held responsible for delay costs caused by the owner's failure to use reasonable efforts to relocate or adjust facilities in a timely manner.
- (G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and regulations, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.
- That in the event of breach of any of the above Non discrimination covenants, the NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.
- (I) If the utility facility includes drain tile, a "Request for Drainage on Highway Rights of Way", state form number 50909, must be made in conjunction with this permit.
- (J) The Department's review and subsequent approval of this permit request does not relieve the applicant of the responsibility to comply with all Federal and State laws and regulations that govern, but are not limited to, the protection of wetlands, threatened and endangered species, and migratory birds. The applicant is responsible to comply with all Federal and State laws and regulations that govern the protection of cultural resources within the permit application area (e.g., S.106 of the National Historic Preservation Act, 36 CFR Part 800; ND Century Code 55-02-07; ND Century Code 55-03-01.1). The applicant shall be aware of the ND State burial law (ND Century code 23-06-27; Administrative Rule 40-02) and ensure compliance for any discovery of human remains within the permit request area.
- (K) The Contractor agrees that NDDOT's review of the utility relocation plans, specifications, calculations, and field inspections shall be solely for NDDOT purposes and not for the benefit of the Utility or any third party and shall not be deemed to mean that the Utility's design and construction is structurally sound and appropriate or meets applicable federal and state regulations, laws, or local ordinances, codes, or industry standards (collectively, "Requirements"). The Utility affirms that it has taken all of the actions necessary and required for the construction, operation, and maintenance of its facility authorized hereunder, including compliance with all Requirements."
- (L) Detailed location maps showing lateral offsets from roadway centerlines are required for a permit.

For State Use Only

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

Highway Number 1804	Utility Location <input type="radio"/> Along or <input checked="" type="radio"/> Across	
Nearest City or Hwy Jct. Trenton	Direction (N, S, E, W) South	Approximate Miles From 4.7
X Begin	336	Direction (N, S, E, W) North
	Direction From Centerline (N, S, E, W) East	
		Longitudinal Offset (feet) 82
		Lateral Offset (feet)

For State Use Only				
		Begin		End
Location Number	Reference Pt	Offset	Reference Pt	Offset
	335. 9850			

END	Reference Marker 335	Direction (N, S, E, W) South	Longitudinal Offset (feet) 5201/for 9850
	Direction From Centerline (N, S, E, W) West		Lateral Offset (feet)

ADD UTILITY

1 xing @ \$100
[Signature]

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

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

1. Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas restored to original condition. Existing topsoil shall be removed prior to excavation and stockpiled until all disturbed areas are restored to original grade. The stockpiled topsoil shall be evenly and smoothly replaced over the areas disturbed by the trenches or pits.
2. Vehicles and other work equipment used to install or maintain said facilities within highway right of way shall, where possible, use established access points, service roads, driveways and approaches to enter or leave the outer portion of the right of way for the performance of necessary work operations. Such vehicles and work equipment shall not be parked on the through-traffic lanes or shoulders of the highway during installation or maintenance of said facilities. **The parking of equipment, vehicles, and storing of materials in the median on divided roadways is not permitted. On all roadways, parking and storing of materials may be permitted only if equipment, vehicles and material are located a minimum of 60 feet from the outside edge of the driving lane.**
3. Protection to the free and safe flow of the highway traffic shall be as required in accordance with the "Manual on Uniform Traffic Control Devices", current edition.
4. The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean-up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.
5. The Department of Transportation may not be the total fee owner and does not warrant the title to the highway right of way covered by the terms of this permit. The Recipient shall be responsible for reviewing the public records to determine ownerships and any encumbrances to the title of the properties covered by the terms of this permit.
6. For highway crossings, the buried telephone wire or cable shall be installed under the surfaced sections by boring or jacking pipe through the roadbed between the clear zone limits. Wet boring or jetting of the pipe under the roadway is not permissible.

7. Trenches and pits opened within the right of way shall be cut to O.S.H.A. Standards and shall be of minimum width necessary to accommodate installation of said facilities. **Trenches and Pits shall not be left open overnight, or unattended. Slopes shall not have more than a 2" drop off, all slopes shall be 4:1.**

8. Trenches and pits opened within the right of way shall be backfilled with the same material originally in place, compacted to a density equal to that of the adjacent undisturbed soil and restored to the original grade. The backfill shall be tamped in layers not exceeding six (6) inches in compacted thickness. Consolidation of the backfill by saturation or ponding is not permissible.

9. Buried wire or cable shall have a minimum of thirty (30) inches of cover within highway right of way and fiber optic cable shall have a minimum of thirty-six (36) inches of cover within highway right of way.

10. Cable or wire closures, and other above ground facilities, associated with the buried cable or wire may be installed one (1) foot inside the highway right of way line.

11. On longitudinal installations, where the buried cable or pipe is installed by plowing, the plowed ridges shall be mechanically compacted and made flush with the original ground.

12. The Recipient shall indemnify, save, hold harmless, the State of North Dakota, its agencies, offices and employees, from any and all claims of any nature arising from any direct, indirect, or consequential damage to real property or business, including all costs, expenses, and attorney's fees, which may in any manner arise out of or result from this project.

13. The topsoil will be replaced on all disturbed areas and seeded as determined below (provide a temporary cover crop):

Seed Class Mix Requirements		
Class II – Early Season		
Grass Species	Variety	Pounds Pure Live Seed Per Acre
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst, Summer	3.2
Green Needlegrass	Lodorm, AC Mallard, Fowler	2.4

Sideoats Grama	Killdeer, Pierre, Butte	3.6
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firstrike	5.0
Total		23.8

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

By

Risk Management Appendix

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

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

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

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

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

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

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

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

March 6, 2017

Savage Bakken Connector, Inc.
901 W Legacy Center Way
Midvale, UT 84047

Subject: Insurance Coverage Consistent With Contract
RIMS Document Number: 73244

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

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

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

Sincerely,

Joel M. Wilt

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

Utility Company Name: Savage Bakken Connector, Inc.

Authorized Utility Agent Name (Type or Print): John Savage

Authorized Utility Agent Title: EVP Group Leader Engineering

Date: 3/6/2017

Signature: 

UTILITY OCCUPANCY APPLICATION AND PERMIT

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

FOR STATE USE ONLY (Type or Print)

RIMS Document Number 73239	Contract Number 67170334	District Tracking Number 7-1804-335.9860
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APPLICANT INFORMATION

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

Company Name Savage Bakken Connector, Inc	Contact Name John Savage	Telephone Number (801) 944-6608		
Mailing Address 901 W Legacy Center Way	City Midvale	State UT	ZIP Code 84047	Email Address JohnS@savageservices.com

Preparer - Consultant

Company Name KLJ	Contact Name Cassie Foster	Telephone Number (701) 355-8748		
Mailing Address 4585 Coleman Street	City Bismarck	State ND	ZIP Code 58503	Email Address cassie.foster@kljeng.com

Utility Contractor

Company Name Pro Pipe Corporation	Contact Name Ron Marsh	Telephone Number (406) 626-5633		
Mailing Address PO Box 307	City Frenchtown	State MT	ZIP Code 59834	Email Address ron.marsh@pro-pipecorp.com

TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility Installation of 10" crude oil pipeline by Horizontal Directional Drill (HDD) beneath Highway 1804		
Size of Facility 10" Steel	Number of Cables	Length of Down Guys
Pipeline Pressure 1440 psi	Size of Casing Cathodic Protection	Length of Casing CP-Sacrificial Anodes
Location of Pole(s)	Location of Appurtenances	Location - Others

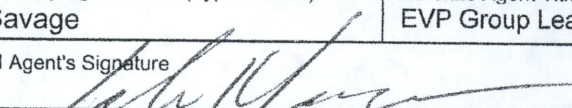
TERMS AND CONDITIONS: Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions,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

The installation shall be completed on or before:

Date June 1, 2017

See page 2 for additional Terms and Conditions.

APPROVAL

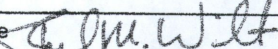
Company Name (Utility Agency) Savage Bakken Connector, Inc	Authorized Utility Agent Name (Type or Print) John Savage	Authorize Agent Title EVP Group Leader Engineering
Date 03/06/2017	Authorized Agent's Signature 	

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

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

NDDOT Approved Date 3/17/17

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

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

That in the event of breach of any of the above Non discrimination covenants, the NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.

- (I) If the utility facility includes drain tile, a "Request for Drainage on Highway Rights of Way", state form number 50909, must be made in conjunction with this permit.
- (J) The Department's review and subsequent approval of this permit request does not relieve the applicant of the responsibility to comply with all Federal and State laws and regulations that govern, but are not limited to, the protection of wetlands, threatened and endangered species, and migratory birds. The applicant is responsible to comply with all Federal and State laws and regulations that govern the protection of cultural resources within the permit application area (e.g., S.106 of the National Historic Preservation Act, 36 CRF Part 800; ND Century Code 55-02-07; ND Century Code 55-03-01.1). The applicant shall be aware of the ND State burial law (ND Century code 23-06-27; Administrative Rule 40-02) and ensure compliance for any discovery of human remains within the permit request area.
- (K) The Contractor agrees that NDDOT's review of the utility relocation plans, specifications, calculations, and field inspections shall be solely for NDDOT purposes and not for the benefit of the Utility or any third party and shall not be deemed to mean that the Utility's design and construction is structurally sound and appropriate or meets applicable federal and state regulations, laws, or local ordinances, codes, or industry standards (collectively, "Requirements"). The Utility affirms that it has taken all of the actions necessary and required for the construction, operation, and maintenance of its facility authorized hereunder, including compliance with all Requirements."
- (L) Detailed location maps showing lateral offsets from roadway centerlines are required for a permit.


For State Use Only

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

Highway Number 1804		Utility Location ○ Along or <input checked="" type="checkbox"/> Across		For State Use Only				
Nearest City or Hwy Jct. Trenton		Direction (N, S, E, W) South	Approximate Miles From 4.7	Location Number	Reference Pt 335.9860	Offset	Reference Pt	Offset
Begin	336	Direction (N, S, E, W) North	Longitudinal Offset (feet) 77	Reference Marker 335	Direction (N, S, E, W) South	Longitudinal Offset (feet) 5206/5200 .9860		
	Direction From Centerline (N, S, E, W) East		Lateral Offset (feet)	Direction From Centerline (N, S, E, W) West		Lateral Offset (feet)		

ADD UTILITY

1 xing @ \$100


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

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

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

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

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

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

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

Risk Management Appendix

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 5-09



January 30, 2017

Savage Bakken Connector, Inc.
901 W Legacy Center Way
Midvale, UT 84047

Subject: Insurance Coverage Consistent With Contract
RIMS Document Number: 73239

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

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

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

Sincerely,

Joel M. Wilt

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

Utility Company Name: Savage Bakken Connector, Inc.

Authorized Utility Agent Name (Type or Print): John Savage

Authorized Utility Agent Title: EVP Group Leader Engineering

Date: 3/6/2017

Signature: 

**MONITORING AND UNANTICIPATED DISCOVERY PLAN FOR THE
SAVAGE BAKKEN PETROLEUM HUB INTERCONNECT PIPELINE PROJECT IN
WILLIAMS COUNTY, NORTH DAKOTA**

**For
Savage Services**

March 2017

I. DESCRIPTION

Savage Services (Savage) has proposed the approximately two-mile Trenton pipeline connection to the Dakota Access Pipeline development in Williams County, North Dakota. Construction is anticipated to begin in Spring of 2017. No federal funding or permitting is anticipated.

KLJ conducted the Class III Cultural Resource Inventory for the proposed pipeline connector on September 23, 2016. A total of 63 acres were inventoried to Class III standards, with extra attention given to areas of high potential for cultural resources. Three previously recorded cultural resources (32WI47, 32WI483, and 32WIx31) are documented to be within the area of potential effect (APE). No newly cultural resources or traditional cultural properties were recorded during the Class III inventory.

Site 32WI47, historic homestead, was revisited by KLJ in 2016 for this project, during which time no changes were noted from the latest revisit. KLJ concurs with a recommendation of *Not Eligible* for inclusion on the National Register of Historic Places (NRHP). Site 32WI483, Trinity Church, as revisited by KLJ in 2016 for this project. The primary change noticed was the addition of vinyl siding covering the original wooden walls of the structure. The site remains *unevaluated* for inclusion on the NRHP and will be avoided by any construction activities. Site lead 32WIx31, Marley Post Office, was revisited by KLJ in 2016 for this project, but it was not relocated inside the APE.

The design of the proposed project was developed to avoid known cultural resources. However, it is recommended that cultural resource monitoring take place during the topsoil removal phase of the proposed project. Savage has committed to avoiding all sites of *unknown* significance during construction and an archaeological monitor will be present during the top soil removal process. KLJ and Savage have developed this discovery and monitoring plan to address the discovery and proper procedures if previously unidentified resources are encountered during construction of the pipeline.



II. MONITORING PLAN

Monitoring for the proposed undertaking will be led by a qualified archaeologist(s) (per the Department of the Interior's Professional Qualification Standards [48 FR 22716, Sept. 1983] and North Dakota state law [NDCC Chapter 55-03-01, and NDCC Chapter 40-02-02]).

A. Site Avoidance

Site 32WI483 will be avoided by all construction activities and no other known sites of significance are within the construction limits.

B. Methods

The pipeline construction will begin by removal of the prairie soils. Soils will be removed using heavy equipment. Stripping will continue until Pleistocene deposits or bedrock is encountered, or until the maximum depth required for construction is achieved. Monitoring does not need to take place below post-Holocene deposits and does not need to include shaping or movement of excavated materials.

The archaeologist will closely observe the removal process and inspect each cut to ensure that subsurface features are identified. If cultural features are encountered during stripping and monitoring activities, the location will be marked for subsequent excavation (excavation methods will be explained in the following section) and work will continue in such a manner so as not to impede progress of dirt work and in a manner that reduce the disturbance to the feature or artifacts prior to consultation with the client and the SHSND. Construction will skip the area of the cultural resource and monitoring of the construction effort will continue until the tasks of the Discovery Work Plan are completed if deemed necessary.

The archaeologist and the point of contact for the construction crew(s) will communicate to prevent unnecessary construction stoppages during the monitoring effort. The overall archaeological and monitoring effort will be conducted with the goals of recovering any encountered cultural resources and keeping the construction on schedule while maintaining respect for any cultural resources in the area.

C. Safety Issues

Due to the use of heavy equipment in the project area, personal safety is of concern. First aid kits and fire extinguishers will be carried in each KLJ vehicle, ATV, and/or UTV. It is the responsibility of the owner of each conveyance to purchase and maintain the equipment.

Personal protective equipment (PPE) will also be required. PPE shall include hard hats, steel-toed boots, and safety vests, which must be used at all times on the construction site(s). Each person is responsible for obtaining, using, and maintaining his/her PPE, and no archaeologist will be allowed on the temporary construction zone(s) without the equipment.

If the archaeologist determines a need to examine an area exposed by construction, he/she shall flag the equipment operator(s). The archaeologist shall not enter the area until



acknowledgement is received from the operator(s) and the equipment has stopped or moved from the area.

No new ground disturbance shall occur before sunrise, after sunset, or if the lead archaeologist determines that there is not enough light to adequately see the scraped areas or equipment.

III. UNANTICIPATED DISCOVERY PLAN

This discovery plan will apply to any and all subsurface cultural features discovered during the course of the temporary construction zone monitoring. The discovery of single or sparse concentrations of cultural material (at the discretion of the lead archaeologist) would not activate the terms of this discovery plan. The discovery plan, as written, is focused on the recovery of information from prehistoric and historic features, which include any subsurface features including but not limited to the following: cache pits, fire-hearths, cairns, stone circles, post-molds, house floors, discrete prehistoric artifact concentrations, foundations, cellars, vaults, window wells, privy pits, or other definable remnants of historic structures.

The discovery plan will be used in conjunction with the above described monitoring effort. If features are identified during construction activities, consultation with the client and the SHSND will occur to determine the best management option for the cultural feature, such as avoidance or mitigation/excavation of the feature.

Under non-burial circumstances, any feature(s) encountered will be plotted on a map of the area (site map) and a USGS 7.5' quadrangle map. All features will be fully recorded and if the feature is unavoidable the feature will be excavated in compliance with SHSND Guidelines and KLJ Excavation Standards. The features will be exposed in plan view, photographed, and mapped, then one-half of the feature will be expediently excavated (and bagged for screening) to expose the profile. The second half of the feature will be excavated after a profile has been photographed and illustrated. If fill sequences or strata are identified in the profile or during the excavation of the first half, these units will be excavated and bagged separately.

A 10 percent sample of feature fill (matrix) will be reserved for floatation processing. The rest of the feature fill will be processed using standard screening methods through ¼ inch mesh screen. After excavation of the feature is complete, photographs will be taken and any changes to the plan view of the feature will be added to the original illustration.

Analysis of artifacts, float samples, and reporting will also be conducted in compliance with State Historical Society of North Dakota (SHSND) Guidelines and KLJ Excavation Standards. Construction may recommence upon completion of the excavation.



A. Burials

Intentional, unauthorized disturbance of a human burial site under North Dakota State law is a Class C felony:

"Any person who knows or has reasonable grounds to believe that a human burial site, human remains, or burial goods, found in or on any land, shall refrain from any activity which might disturb or immediately cease any continued activity which might cause further disturbance of such burial, remains, or goods and shall, as soon as practicable, report the presence or discovery of the burial, remains, or goods, to the local law enforcement agency with jurisdiction in the area in which the burial, remains, or goods are located. A person is guilty of a class B misdemeanor who is required to make such report and willfully, as defined in section 12.1-02-02, fails to make the same. The requirements imposed in this subsection do not apply to any person engaged in the salvaging excavation or other disinterment of a human burial under authority of law." (23-06-27.5).

If human remains are discovered during construction or monitoring activities, the following will take place in accordance with procedures defined in North Dakota Administrative Code (NDAC) 40-02, in accordance with North Dakota Century Code (NDCC) 23-06-27 (Protection of human burial sites, human remains, and burial goods- Unlawful Acts- Penalties-Exceptions):

- Work will immediately cease in the vicinity of the burial and the County Sheriff and SHSND will be contacted immediately.
- The SHSND shall inform the North Dakota State Health Department and Intertribal Reinterment Committee (ITRC).
- All appropriate respect will be shown for any burial discovered on the Project including efforts to ensure that the burial is protected from on-lookers and potential looting.
- At the discretion of the SHSND and/or the ITRC, the human remains and the immediate burial area may be protected by careful back fill or tarps.
- All areas within 50 feet of the burial will be protected from further disturbance until the above listed parties are notified, they consult on the Project, and they devise a scope of work under which the Project may proceed.
- The Project's archaeologist(s) will assist the SHSND and ITRC as requested but will not attempt to collect, further disturb, or study any human remains from the Project unless specifically directed to do so.



B. Disposition of Cultural Materials

With the exception of human remains and associated burial goods, cultural materials recovered from private lands in the state of North Dakota are the property of the landowner. With this in mind, the landowner has the right of first refusal. If the landowner does not wish to take possession following the analyzing and cataloging phase, the artifacts may be returned as closely as possible to where they were discovered (after completion of construction activities), or curated/accessioned at the SHSND under KLJ's Curation Agreement (upon receipt of a Gift Agreement from the landowner(s)). If reburied, the location(s) will be plotted with a GPS for future reference. If the artifacts are to be curated/accessioned at the SHSND, KLJ will consult with the landowner to procure a Gift Agreement.

IV. REPORTING

If there are any unanticipated discoveries or processing of any recovered feature fill, cultural materials, or specialized samples, a professional quality report will be produced, otherwise a technical memo will be produced. The report will meet or exceed SHSND Guidelines. The report will be submitted to the SHSND for review and archiving. Copies of the report will also be provided to the Project Representatives and will be archived as part of the final Project file.

V. CONTACTS

- **Savage**
Tyler Newman – 801-424-7254; cell 385-321-1964;
tylernewman@savageservices.com
- **KLJ**
Cassie Foster – 701-355-8748; cell 701-595-6298; cassie.foster@kljeng.com
Tom Naas – 701-355-8755; cell 701-955-8755; tom.naas@kljeng.com
James Welch – 701-355-8477; cell 701-955-0521; james.welch@kljeng.com
Matt Hull – 701-355-8427; cell 701-595-1524; matt.hull@kljeng.com
Andrew Robinson – 701-250-5921; cell 701-934-5507; Andrew.robinson@kljeng.com
- **SHSND**
Paul Picha – 701-328-3574; ppicha@nd.gov
Susan Quinnell – 701-328-3576; squinell@nd.gov



- **Williams County Sheriff**
Williams County Law Enforcement Center
Sheriff Scott Busching – 701-577-7700; bettyj@co.williams.nd.us
Dickey County Courthouse
205 East Broadway
Williston, ND 58801
- **Williams County Ambulance – 911 or 701-577-2400**
311 11th St. W
Williston, ND





Memorandum

Date: 3/17/2017

To: Savage Bakken Connector, Inc.

From: KLJ: Tom Naas

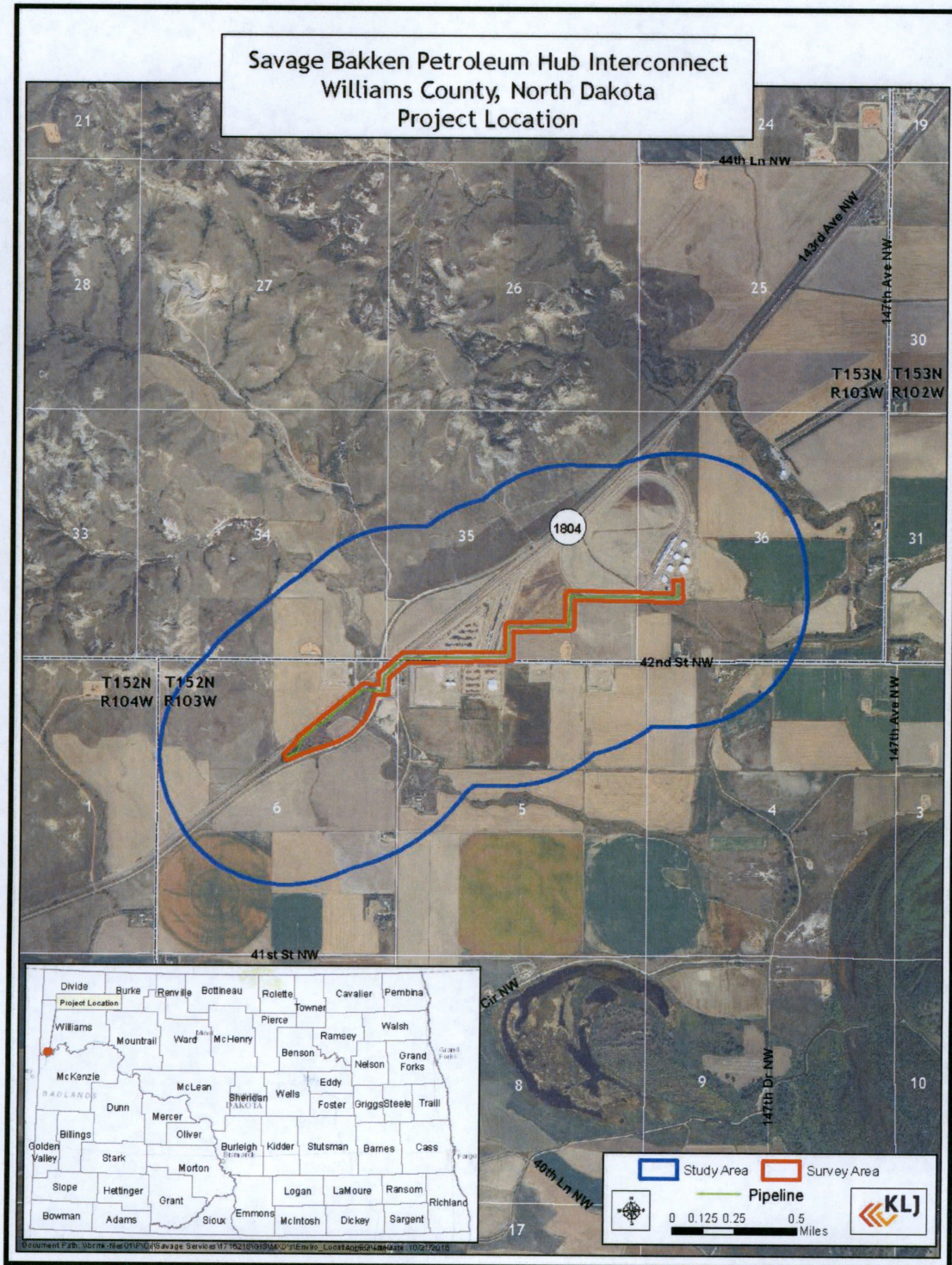
RE: Savage Bakken Petroleum Hub Interconnect
Migratory Bird and Raptor Nest Pre-Construction Surveys
Williams County, North Dakota

The purpose of this memo is to report on the findings of the migratory bird and raptor nest survey conducted by KLJ for Savage Bakken Connector, Inc. (Savage) Savage Bakken Petroleum Hub Interconnect pipeline (project). The project is located approximately 3.5 miles southwest of Trenton, in Sections 5 and 6, Township 152 North, Range 103 West and Sections 35 and 36, Township 153 North, Range 103 West in Williams County, North Dakota. Savage's anticipated start date for construction is March 20, 2017, which falls within the migratory bird breeding/nesting season. Savage has committed to conducting pre-construction surveys for migratory bird and raptor nests for construction activities occurring within the nesting season. **Please see the attached Project Location Map.**

The pre-construction survey for migratory bird and raptor nests at the project was conducted on March 14, 2017 by Tom Naas and Kory Rude of KLJ. The project survey area included the proposed project alignment, for migratory bird nests, and a 1/2 -mile radius around the project survey area for raptor nests (line of sight observation from the survey area). KLJ utilized survey methods appropriate for the vegetative cover and field conditions at the project site. Survey spacing was dependent on vegetation present onsite and may have been altered on a site by site basis at the discretion of the biologist conducting the survey. The survey for the project consisted of a pedestrian survey with additional intensity required for high potential areas. The biologist also noted avian behavioral observations if encountered.

Field conditions at the time of the survey were approximately 25° F, with light winds and a mostly clear sky. The project area was mostly snow covered, with snow depths ranging from 6 inches to 2 feet.

No active migratory bird or raptor nests were observed during the survey, and no nesting behaviors were noted. This memo shall fulfill Savage's commitment of a pre-construction migratory bird and raptor nest survey. If you have any questions regarding these surveys, please feel free to contact Tom at 701-355-8755 or email at tom.naas@kljeng.com. Thank you.



BUFORD TOWNSHIP

Township Road Crossing Permit
Fee-\$150 per Crossing - in case or lined
\$250 - unlined

The Buford Township board, or its representative, hereby grants permission to Savage Bakken Connector, Inc whose address is 901 W Legacy Center Way, Midvale UT 84047, to install a pipeline under the township road, driving surface, across the drainage ditches and will be installed to a minimum depth of six (6) feet (from the surface to the top of the pipe) within the sixty-six (66) foot wide township right of way # *see below* located between the following Township, Range sections:

Road #	Trench/Bore	Township	Range	Section(s)
Section Line	Bore	T152N	R103W	5 to 35
Section Line	Bore	T152N	R103W	5 to 6

The Applicant shall be responsible to leave site in same condition as before crossing was made and repair any damages resulting from crossing.

The Applicant shall promptly remove said facilities from highway, right-of-way or shall relocate/adjust said facilities at its sole cost and expense when requested to do so by the Board or their representative. The township shall not be held liable for any damages to said facilities located within the public right-of-way resulting from reconstruction or maintenance of the highway. No unattended vehicles on roadways and any damages to roads, during construction, has to be repaired by applicant.

The Applicant shall mark all crossing sites with a post and sign on each side of the roadway. Signs shall be placed on Township right-of-way line.

Please notify Township as to when work will start and finish. The contractor MUST have a copy of the permit and the cross section on site at all times. *A fiber optics line may also be installed*

THERE IS TO BE NO DISTURBANCE OF ANY KIND IN THE TOWNSHIP RIGHT-OF-WAY.

Mike Miller
Applicant
By: Mike Miller

Phone: 801-718-7255

Doug Hoffman, Chair
Buford Township
2-04-17
Date

HARDSCRABBLE TOWNSHIP

Township Road Crossing Permit Fee - \$150 per Crossing – in case or lined \$250 – unlined

The Hardscrabble Township board, or its representative, hereby grants permission to Savage Bakken Connector, Inc, whose address is 901 W Legacy Center Way Midvale, UT 84047 to install a pipeline under the township road, driving surface, across the drainage ditches and will be installed to a minimum depth of six (6) feet (from the surface to the top of the pipe) within the sixty six (66) foot wide township right of way # *see below* located between the following Township and Range sections:

Road#	Trench/Bore	Township	Range	Section(s)
148th Ave NW	Bore	T153N	R103W	35 and 36
Section Line	Bore	T153N	R103W	35 to 5

The Applicant shall be responsible to leave site in same condition as before crossing was made and repair any damages resulting from crossing.

The Applicant shall promptly remove said facilities from highway, right-of-way or shall relocate/adjust said facilities at its sole cost and expense when requested to do so by the Board or their representative. The township shall not be held liable for any damages to said facilities located within the public right-of-way resulting from reconstruction or maintenance of the highway. No unattended vehicles on roadways and any damages to roads, during construction, has to be repaired by applicant.

The Applicant shall mark all crossing sites with a post and sign on each side of the roadway. Signs shall be placed on Township right-of-way line.

Please notify Township as to when work will start and finish. The contractor MUST have a copy of the permit and the cross section on site at all times.

THERE IS TO BE NO DISTURBANCE OF ANY KIND IN THE TOWNSHIP RIGHT-OF-WAY.

Mike Miller
Applicant
By: Mike Miller
Phone 801-718-7255

[Signature]
Hardscrabble Township
3-21-17
Date