

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 73580	Contract Number 67190788	District Tracking Number 7-1804-272.8644
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APPLICANT INFORMATION

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

Company Name Cenex Pipeline, LLC	Contact Name Mike Stahly	Telephone Number 406-628-5200 5209		
Mailing Address 803 Highway 212 South	City Laurel	State MT	ZIP Code 59044	Email Address Mike.Stahly@chsinc.com

Preparer - Consultant

Company Name KLJ	Contact Name Kelsey Erickson	Telephone Number 701-241-2304		
Mailing Address 3203 32nd Ave. South, Ste 201	City Fargo	State ND	ZIP Code 58103	Email Address kelsey.erickson@kljeng.com

Utility Contractor

Company Name Loenbro, Inc.	Contact Name John Fuller	Telephone Number 406-836-1458 / 701-557-1288		
Mailing Address 5831 123rd Drive NW	City Epping	State ND	ZIP Code 58843	Email Address jfuller@loenbro.com

TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility Installation of a 10" Steel Pipeline (Carrying refined petroleum products). The pipeline will begin approximately 3 miles southwest of Sidney, MT and terminate near Minot, ND.		
Size of Facility 10" Steel Pipeline	Number of Cables	Length of Down Guys
Pipeline Pressure 1440 psi	Size of Casing Uncased, steel line with C.P.	Length of Casing Uncased, steel line with C.P.
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 12/31/2019

See page 2 for additional Terms and Conditions.

APPROVAL

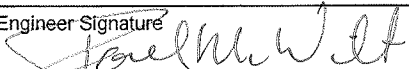
Company Name (Utility Agency) Cenex Pipeline, LLC	Authorized Utility Agent Name (Type or Print) Mike Stahly	Authorize Agent Title Manager, ROW & Property
Date 6/2/19	Authorized Agent's Signature 	

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
6/11/19

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) Joel M. Wilt, PE	District Engineer Signature 
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R73272

- (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

District Tracking Number

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

Highway Number 1804		Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across		For State Use Only				
Nearest City or Hwy Jct. 96th Ave NW		Direction (N, S, E, W) West	Approximate Miles From 1.7	Begin		End		
				Location Number 270.8644	Reference Pt	Offset	Reference Pt	Offset
Begin	Reference Marker 273	Direction (N, S, E, W) East	Longitudinal Offset (feet) 740.14	End	Reference Marker 272	Direction (N, S, E, W) West	Longitudinal Offset (feet) 4564.14 / 5210 8644	
	Direction From Centerline (N, S, E, W) South		Lateral Offset (feet) 82		Direction From Centerline (N, S, E, W) North		Lateral Offset (feet) 62	

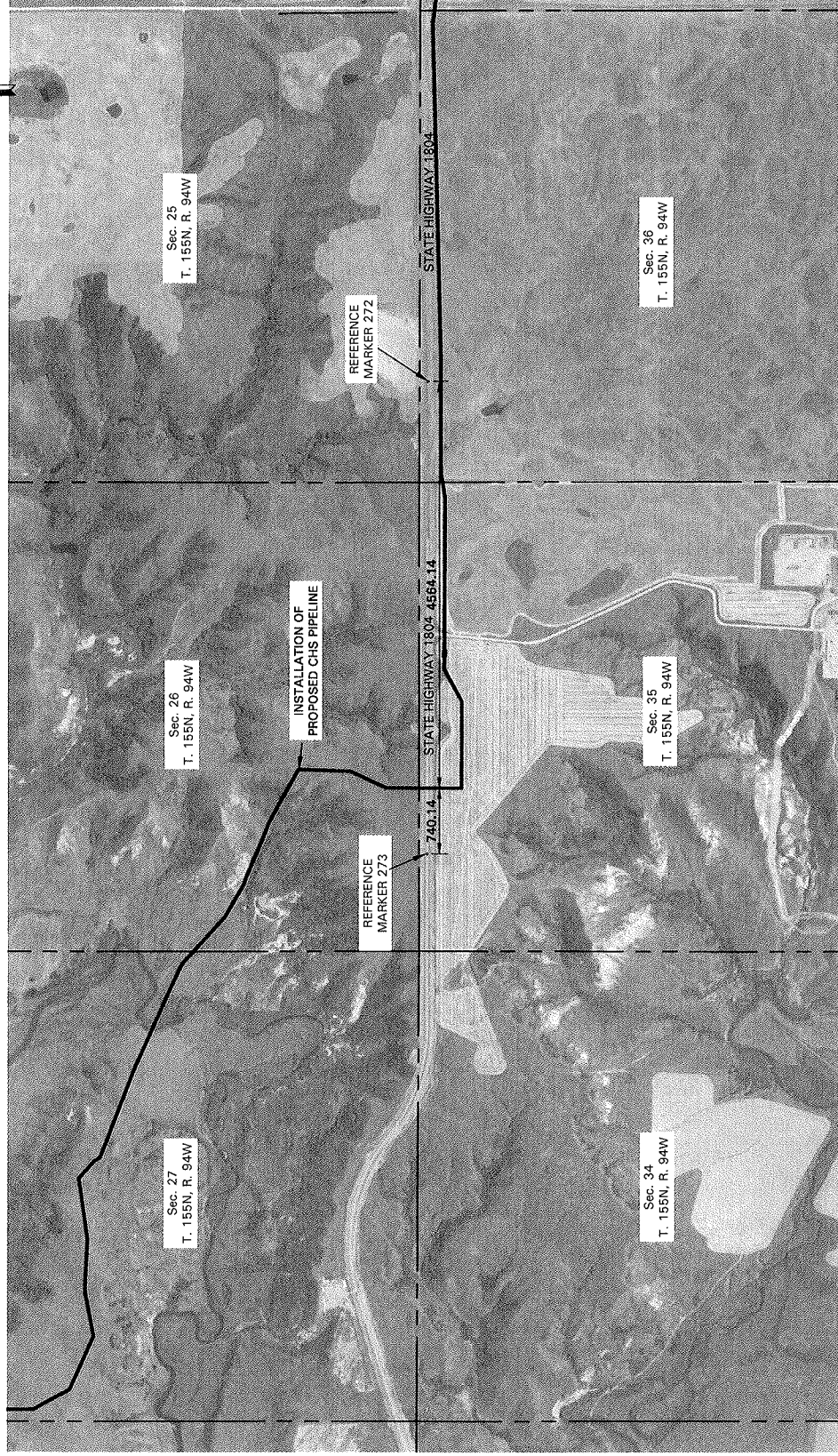
1715 @ \$100 per ft
[Signature]



State Highway 1804 Pipeline ND-ST-MOU-01 Crossing

Mountrail County, North Dakota

Date: 5/9/2019

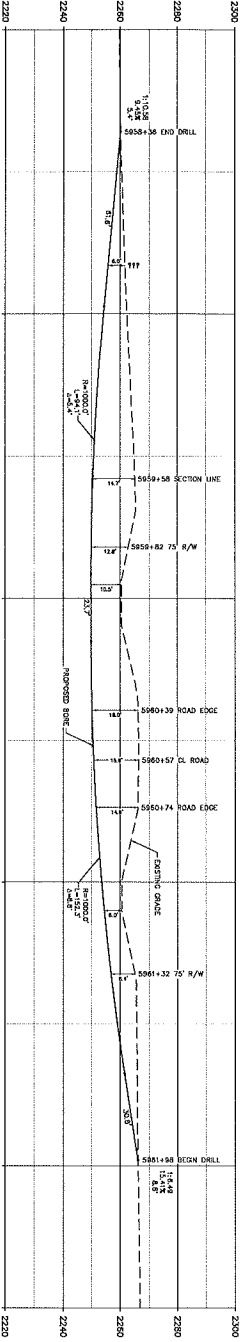
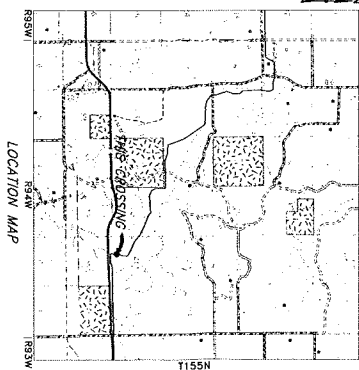
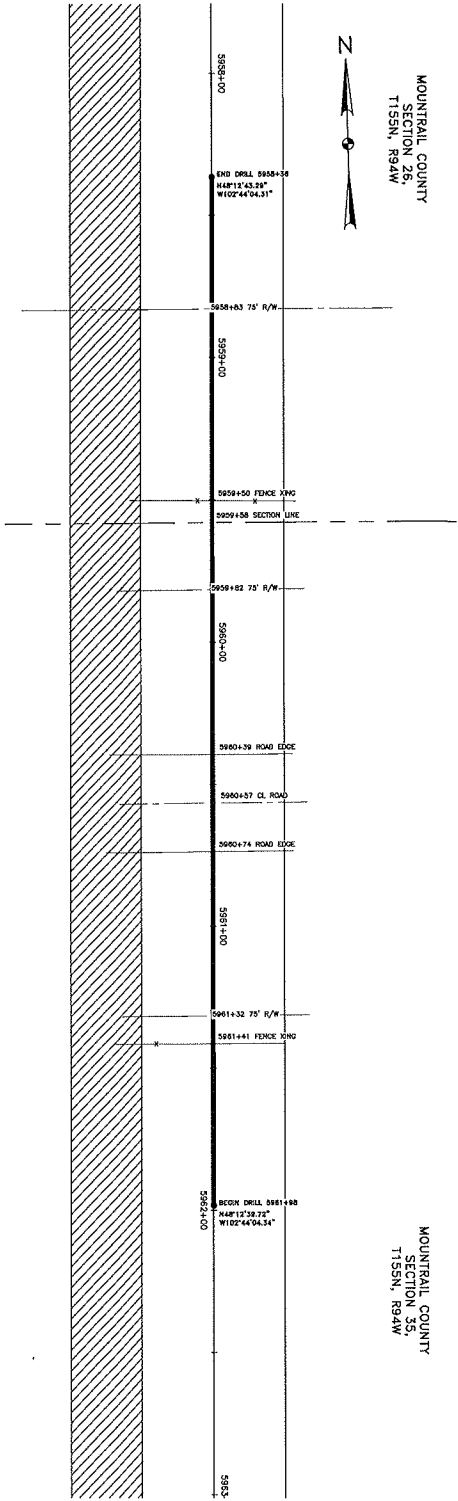


600 0 600 1200
feet

MOUNTAIN COUNTY
SECTION 26,
T155N, R94W

CENEX PIPELINE
5960+55 ND HWY 1804
MOUNTAIN COUNTY, NORTH DAKOTA

MOUNTAIN COUNTY
SECTION 35,
T155N, R94W



PIPE SPECIFICATION
CROSSING DESIGNED USING PRICI REPORT PR-227-9424
CONCRETE: C80/90
STEEL: A53, SCH. 40, 1.315\"/>

UTILITY TYPE	ASSUMED DEPTH
OIL & GAS PIPELINE	5.0'
FIBER OPTIC LINE	4.0'
UNDERGROUND ELECTRIC	4.0'
WATERLINE	6.5'

HORIZONTAL DISTANCE: 352'

ISSUED FOR CONSTRUCTION

- NOTES:
- EXISTING UTILITY DEPTHS ARE NOT KNOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE DEPTH OF ALL UTILITIES AND ENSURE THAT A MINIMUM OF 18" SEPARATION (OR AS REQUIRED BY EXISTING UTILITY OWNER) IS PROVIDED BETWEEN EXISTING UTILITIES AND THE PROPOSED PIPELINE.
 - IF CONTRACTOR DETERMINES THE REQUIRED SEPARATION CANNOT BE PROVIDED BASED UPON THE PROPOSED BORE DESIGN, THEN ANY PROPOSED MODIFICATIONS TO THE BORE DESIGN IN ORDER TO ACHIEVE REQUIRED SEPARATION SHALL BE CONFIRMED WITH AND APPROVED BY ENGINEER.
 - ENGINEER'S EVALUATION OF THE PROPOSED BORE WAS FOR CONSTRUCTIBILITY ONLY. NO REVIEW OF THE STABILITY FOR THE PROPOSED OPERATING CONDITIONS (PRESSURES, TEMPERATURE, ETC.) WAS COMPLETED, AS THE OWNER SPECIFIED THE PIPE FOR THE INTENDED USE.
 - INSTALL MARKER POSTS, AS REQUIRED, ON BOTH SIDES OF RIGHT OF WAY FOR ALL LINE CROSSINGS.
 - CONTRACTOR SHALL RECORD ANY CHANGES TO THE BORE DESIGN TO THE BORE DESIGN.
 - CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION TO THE BORE DESIGN.
 - ALL DEPICTED R/W FORCE CALCULATIONS HAVE BEEN COMPLETED BY THE ENGINEER AND ARE AVAILABLE FOR CONTRACTOR REFERENCE. IF NECESSARY FOR THE SUCCESSFUL INSTALLATION, CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING ACTUAL VALUES.
 - THE BORE PROFILE AND CORRESPONDING CALCULATIONS DID NOT EVALUATE THE POTENTIAL OF HYDRAULIC FRACTURING THROUGH THE SOIL SURROUNDING THE PIPELINE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EVALUATE ALL PROPOSED HDD BORE LOCATIONS TO ENSURE THE SOIL CONDITIONS ARE COMPATIBLE WITH CONSTRUCTION METHODOLOGY AND THAT THE RISK OF WASHOUT ALONG THE BORE PROFILE.

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
---	UNDERGROUND TEL. LINE	---	UNDERGROUND ELECTRIC
---	QUARTER SECTION LINE	---	BOUNDARY
---	PROPERTY LINE	---	EDGE OF ROAD
---	WATER PRELINE	---	PERMANENT DESERT
---	FOREIGN PRELINE	---	TEMPORARY DESERT
---	PERMANENT DESERT	---	TEMPORARY WORK SPACE

MATERIAL SUMMARY

PK. NO.	QTY.	DESCRIPTION

REFERENCE DRAWINGS

DWG. NO.	REV.	NO.	DATE	DESCRIPTION

REVISIONS

NO.	DATE	DESCRIPTION

SCALE: 1" = 20' FEET

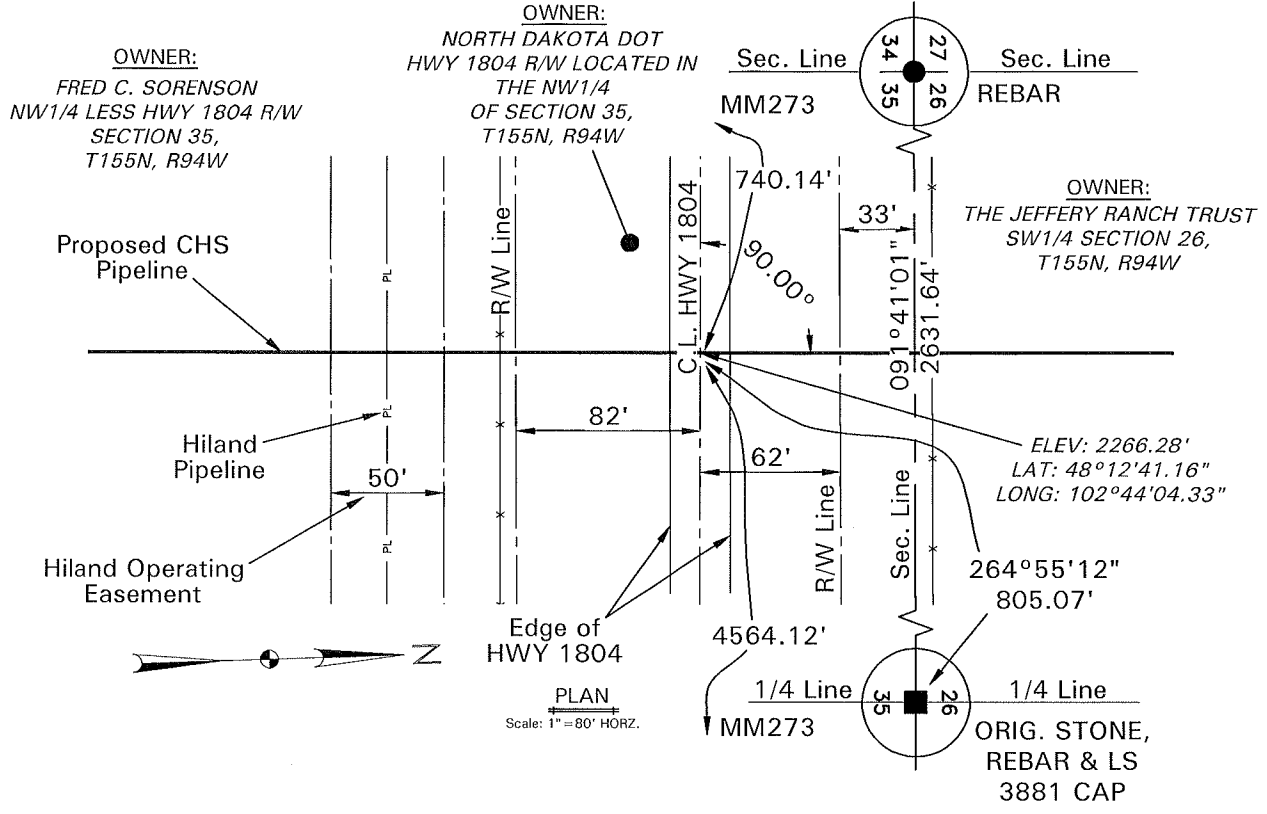
CENEX PIPELINE
5960+55 ND HWY 1804
MOUNTAIN COUNTY, NORTH DAKOTA

KLJ
Billings, MT 59007-2129

ND-ST-MOU-01



STATE HIGHWAY 1804 CROSSING

SW1/4 OF SEC. 26, T.155N, R.94W. & NW1/4 OF SEC. 35, T.155N, R.94W
OF THE 5TH PRINCIPAL MERIDIAN, MOUNTRAIL COUNTY, NORTH DAKOTA



I, Quentin Obrigewitsch, Professional Land Surveyor, N.D. PLS No. 5999, do hereby certify that the survey plat shown hereon was made by me, or under my direction, from notes made in the field, and the same is true and correct to the best of my knowledge and belief.

FIELD BOOK: OP-424, Bk 1, Pgs. 1-79; OP-426 Bk 3, Pgs. 1-50, 51-77; OP-436, Pgs. 1-44; OP-436, Pgs.53-80; OP-438, Pgs. 1-14

		CENEX PIPELINE LLC		DWG NO. 1716101 MountrailHwyXings
		PIPELINE LAYOUT		JOB NO. 1716101
DRAWN BY: B. Lujan	DATE: 3/15/2018	REV: 4/25/2019	STATE HIGHWAY 1804 CROSSING	
			SHEET 1	

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.

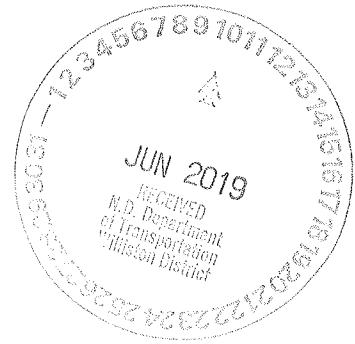
Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. 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



May 29, 2019

Cenex Pipeline, LLC
803 Highway 212 South
Laurel, MT 59044



Subject: Insurance Coverage Consistent With Contract
RIMS Document Number: 73580

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: Cenex Pipeline, LLC

Authorized Utility Agent Name (Type or Print): Mike Stahly

Authorized Utility Agent Title: Manager, ROW & Property

Date: 6/2/19

Signature: [Handwritten Signature]

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc.		NAMED INSURED CHS Inc. 5500 Cenex Drive Inver Grove Hts, MN 55077	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of subrogation in favor of The State of North Dakota and its agencies, officers, and employees (State) for general liability and auto liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2 Westchester Park Dr 3rd Fl White Plains NY 10604	CONTACT NAME: Tammy Quiles	
	PHONE (A/C, No, Ext): 860-418-5336	FAX (A/C, No): 860-616-2761
E-MAIL ADDRESS: Tammy_Quiles@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: National Fire & Marine Insurance Co		20079
INSURER C: Steadfast Insurance Company		26387
INSURER D:		
INSURER E:		
INSURER F:		

INSURED TWLOENB-01
 Loenbro Pipeline, LLC
 1900 32nd Ave NE
 Black Eagle, MT 59414

COVERAGES

CERTIFICATE NUMBER: 2051921488

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO251143101	4/1/2019	4/1/2020	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP251226201	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	42UMO10020205	4/1/2019	4/1/2020	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC 251143001 WC2512263-01	4/1/2019 4/1/2019	4/1/2020 4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Contractors Pollution Liability	Y	Y	CPL6359528-01	4/1/2019	4/1/2020	Each Claim/Aggreg.	25,000,000
C	Professional Liability			EOC391099801	4/1/2019	4/1/2020	Each Claim/Aggreg.	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Where and to the extent required by written contract and where permissible by law, Additional insured applies per form UGL1175FCW for General Liability, UCA424FCW for Automobile, and STFENVL1546BCW for Contractor's Pollution and Waiver of Subrogation applies per form UGL925BCW for General Liability, UCA424FCW for Automobile, WC000313 for Workers Compensation and STFENVL1627ACW for Contractors Pollution. Workers Compensation/Employers Liability Policy includes Stop Gap Employers Liability for Ohio, North Dakota, Washington and Wyoming per form WC00030C.

CERTIFICATE HOLDER**CANCELLATION**

North Dakota Dept. Of Transportation
 608 East Boulevard Avenue
 Bismarck ND 58505-0700
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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, 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

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 <i>73579</i>	Contract Number <i>67190787</i>	District Tracking Number <i>7-1804-267.1901</i>
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APPLICANT INFORMATION

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

Company Name Cenex Pipeline, LLC	Contact Name Mike Stahly	Telephone Number 406-628-5200- <i>5209</i>		
Mailing Address 803 Highway 212 South	City Laurel	State MT	ZIP Code 59044	Email Address Mike.Stahly@chsinc.com

Preparer - Consultant

Company Name KLJ	Contact Name Kelsey Erickson	Telephone Number 701-241-2304		
Mailing Address 3203 32nd Ave. South, Ste 201	City Fargo	State ND	ZIP Code 58103	Email Address kelsey.erickson@kljeng.com

Utility Contractor

Company Name Loenbro, Inc.	Contact Name John Fuller	Telephone Number 406-836-1458 / 701-557-1288		
Mailing Address 5831 123rd Drive NW	City Epping	State ND	ZIP Code 58843	Email Address jfuller@loenbro.com

TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility Installation of a 10" Steel Pipeline (Carrying refined petroleum products). The pipeline will begin approximately 3 miles southwest of Sidney, MT and terminate near Minot, ND.		
Size of Facility 10" Steel Pipeline	Number of Cables	Length of Down Guys
Pipeline Pressure 1440 psi	Size of Casing Uncased, steel line with C.P.	Length of Casing Uncased, steel line with C.P.
Location of Pole(s)	Location of Appurtenances	Location - Others

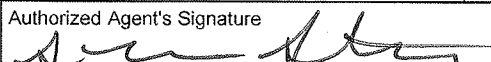
TERMS AND CONDITIONS: Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions,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

The installation shall be completed on or before:

Date 12/31/2019

See page 2 for additional Terms and Conditions.

APPROVAL

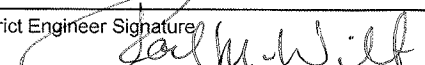
Company Name (Utility Agency) Cenex Pipeline, LLC	Authorized Utility Agent Name (Type or Print) Mike Stahly	Authorize Agent Title <i>Manager, ROW & Property</i>
Date <i>6/2/19</i>	Authorized Agent's Signature 	

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
6/11/19

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) Joel M. Wilt, PE	District Engineer Signature 
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R73272

- (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

District Tracking Number

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

Highway Number 1804		Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across	
Nearest City or Hwy Jct. 55th St NW		Direction (N, S, E, W) South	Approximate Miles From .17
Begin	Reference Marker 267	Direction (N, S, E, W) West	Longitudinal Offset (feet) 1003.68 <i>from 1901</i>
	Direction From Centerline (N, S, E, W) West		Lateral Offset (feet) 75

For State Use Only				
	Begin		End	
Location Number	Reference Pt	Offset	Reference Pt	Offset
	267, 1901			

End	Reference Marker 268	Direction (N, S, E, W) East	Longitudinal Offset (feet) 4269.17
	Direction From Centerline (N, S, E, W) East		Lateral Offset (feet) 75

12/15/09 @ 100/29
[Signature]

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.

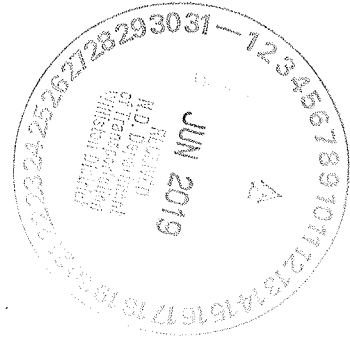
Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. 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



May 29, 2019

Cenex Pipeline, LLC
803 Highway 212 South
Laurel, MT 59044



Subject: Insurance Coverage Consistent With Contract
RIMS Document Number: 73579

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: Cenex Pipeline, LLC
Authorized Utility Agent Name (Type or Print): Mike Stahly
Authorized Utility Agent Title: Manager, ROW & Property
Date: 6/2/19
Signature: [Handwritten Signature]

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc.		NAMED INSURED CHS Inc. 5500 Cenex Drive Inver Grove Hts, MN 55077	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of subrogation in favor of The State of North Dakota and its agencies, officers, and employees (State) for general liability and auto liability.

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.
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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

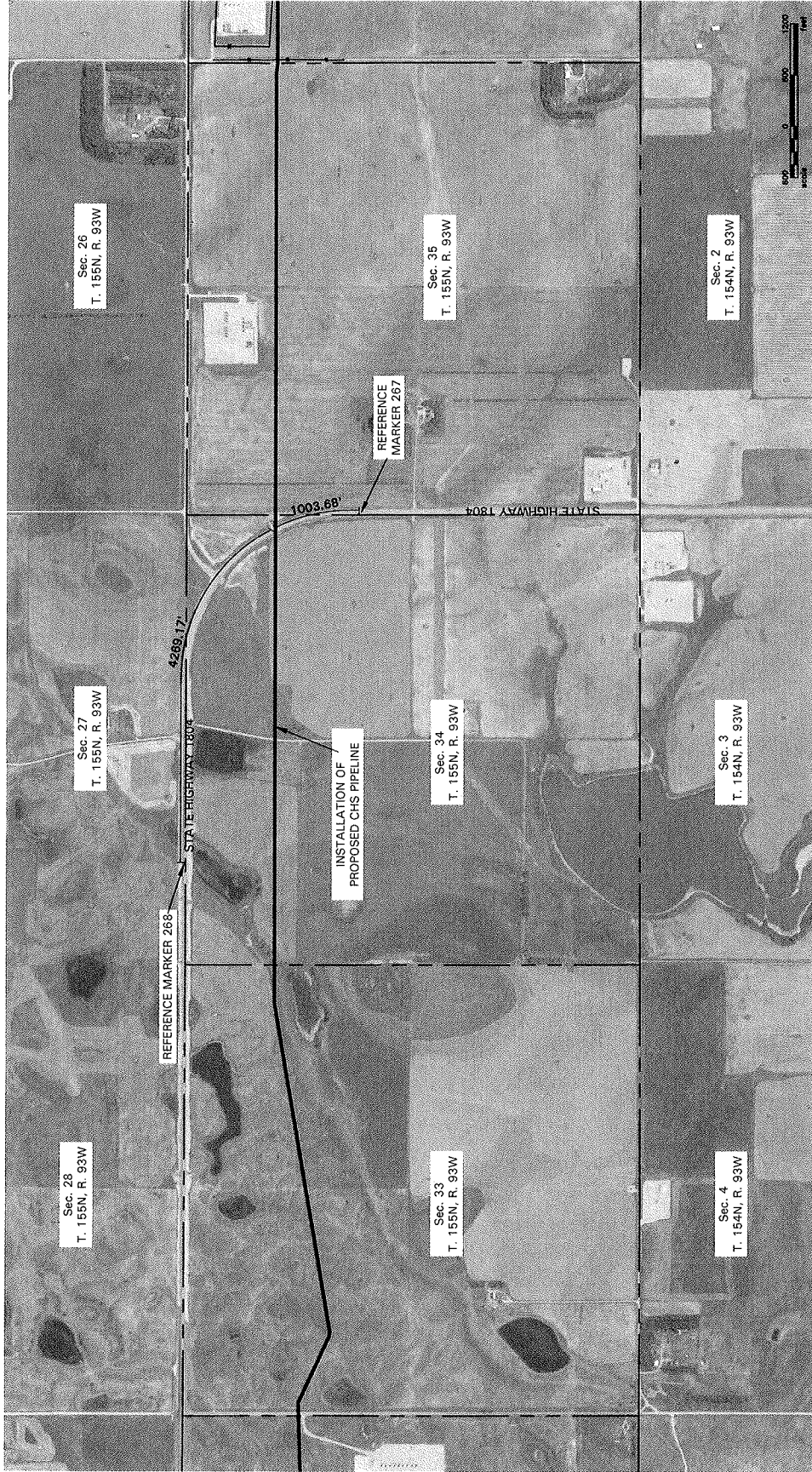
Seed Class Mix Requirements		
Class II – Late Season		
Grass Species	Variety	Pounds Pure Live Seed Per Acre
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst, Summer	1.6
Green Needlegrass	Lodorm, AC Mallard, Fowler	3.6
Canada Wild-rye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



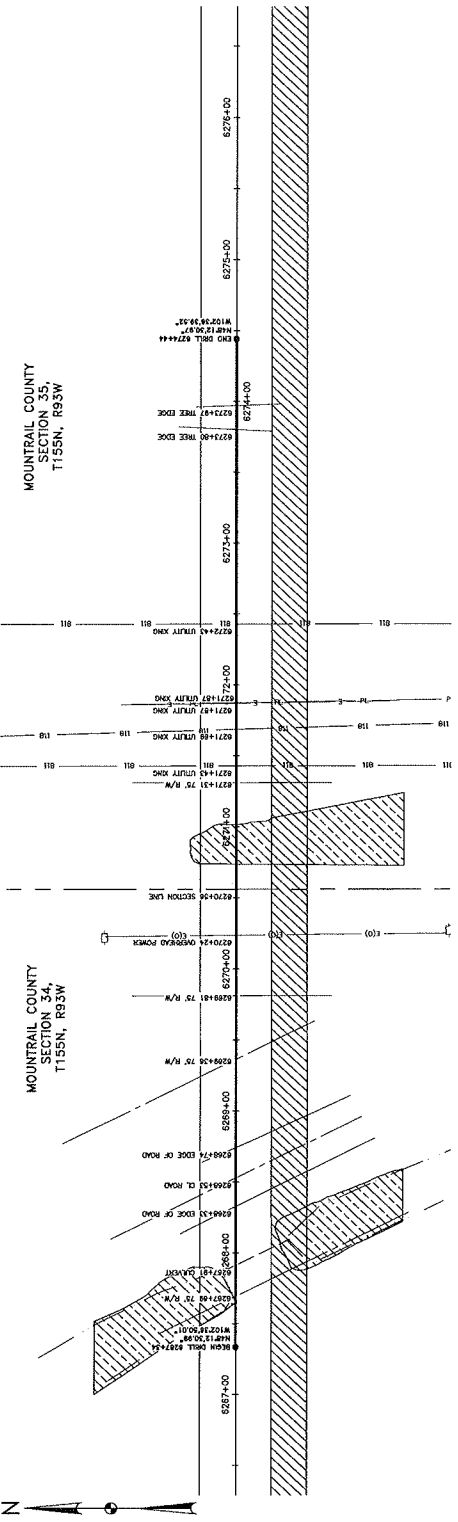
State Highway 1804 Pipeline ND-ST-MOU-02 Crossing

Mountrail County, North Dakota

Date: 5/9/2019



CENEX PIPELINE
6266+50 ND HWY 1804
MOUNTAIN COUNTY, NORTH DAKOTA



PIPE SPECIFICATION
CROSSING DESIGNED USING: PRCI REPORT PR-227-9424
CONTENTS: CRUDE OIL
CARRIER PIPE: 10.75" O.D., 0.365" W.T., ERW, CARBON
STEEL LINE PIPE, API 5L, GRADE X 60
COATING: 14-16 MILS FBE, 50-60 MILS AOD

UTILITY TYPE	ASSUMED DEPTH
OIL & GAS PIPELINE	5.0'
FIBER OPTIC LINE	4.0'
UNDERGROUND ELECTRIC	4.0'
WATERLINE	6.5'

HORIZONTAL DISTANCE: 710'

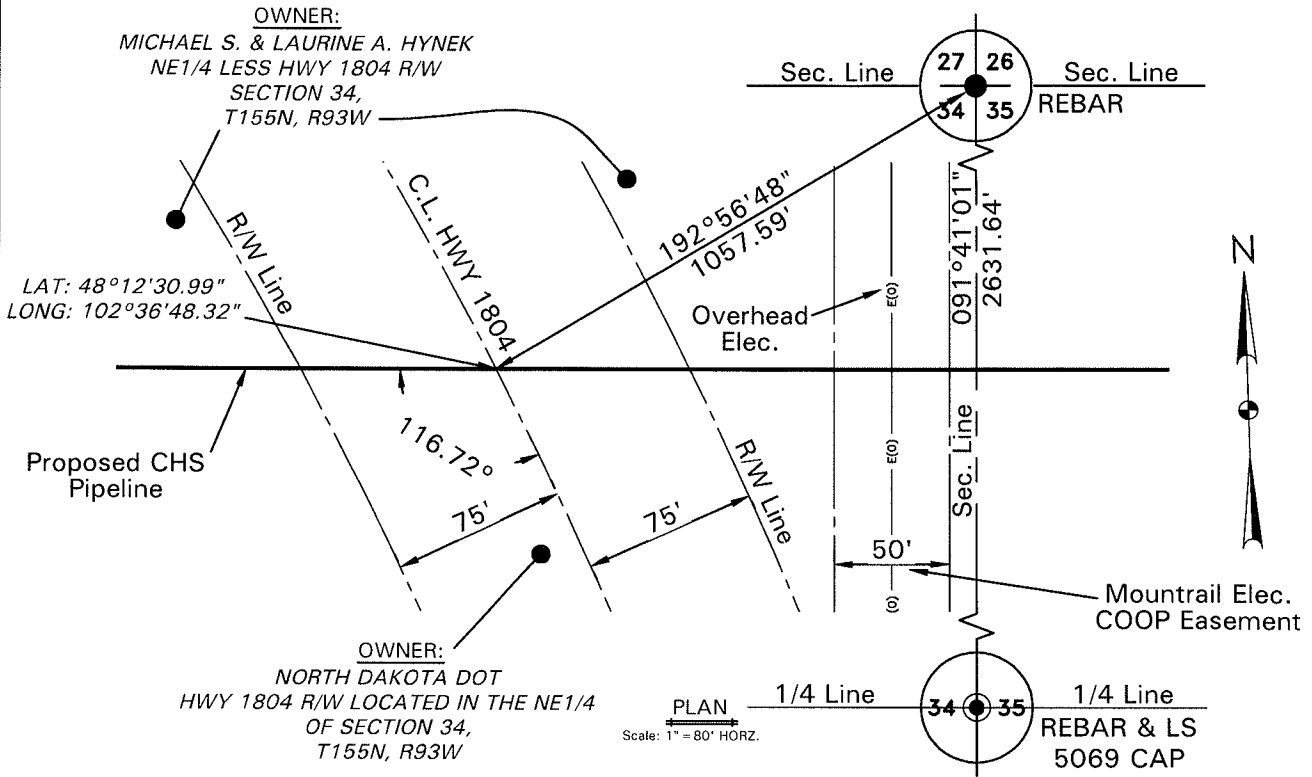
ISSUED FOR CONSTRUCTION

NOTES:
1. EXISTING UTILITY DEPTHS ARE NOT KNOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE DEPTH OF ALL UTILITIES AND ENSURE THAT A MINIMUM OF 18" SEPARATION (OR AS REQUIRED BY EXISTING UTILITY OWNER) IS PROVIDED BETWEEN EXISTING UTILITIES AND THE PROPOSED PIPELINE.
2. IF CONTRACTOR DETERMINES THE REQUIRED SEPARATION CANNOT BE PROVIDED BASED UPON THE PROPOSED BORE DESIGN, THEN ANY PROPOSED MODIFICATIONS TO THE BORE DESIGN IN ORDER TO ACHIEVE REQUIRED SEPARATION SHALL BE CONFIRMED WITH AND APPROVED BY ENGINEER.
3. ENGINEER'S EVALUATION OF THE PROPOSED BORE DESIGN IS FOR CONSTRUCTION ONLY. NO REVIEW OF RIGHT OF WAY FOR ALL LINE CROSSINGS.
4. INSTALL MARKER POSTS, AS REQUIRED, ON BOTH SIDES OF RIGHT OF WAY FOR ALL LINE CROSSINGS.
5. CONTRACTOR TO PROVIDE RECORD INFORMATION OF THE COMPLETED BORE TO OWNER AND ENGINEER FOR THE USE IN PREPARING RECORD DRAWINGS. THE INFORMATION SHALL INCLUDE INSTALLATION DEPTHS ALONG THE PROFILES, ESTIMATED SEPARATION AT UTILITY CROSSINGS, VARIATIONS IN HORIZONTAL ALIGNMENTS, AND DISCUSSION ON ANY ADJUSTMENTS TO THE BORE DESIGN.
6. ALL DEPICTED R/W ARE BASED UPON PUBLICLY AVAILABLE INFORMATION, WHEN AVAILABLE, AND TYPICAL WIDTHS. WHEN UNAVAILABLE, NO LEGAL BOUNDARY SURVEY WAS CONDUCTED TO CONFIRM R/W LIMITS AND AS SUCH, SHOULD BE CONSIDERED APPROXIMATE.
7. ESTIMATED PUBLIC UTILITY FORCE CALCULATIONS HAVE BEEN COMPLETED BY THE ENGINEER AND ARE AVAILABLE FOR REVIEW AT THE PROJECT OFFICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THESE VALUES.
8. ESTIMATED PUBLIC UTILITY FORCE CALCULATIONS HAVE BEEN COMPLETED BY THE ENGINEER AND ARE AVAILABLE FOR REVIEW AT THE PROJECT OFFICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THESE VALUES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE RISK OF WASH-OUT AND/OR FRAC-OUT IS MINIMIZED ALONG THE BORE PROFILE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE RISK OF WASH-OUT AND/OR FRAC-OUT IS MINIMIZED ALONG THE BORE PROFILE.

MATERIAL SUMMARY		REFERENCE DRAWINGS		REVISIONS	
DESCRIPTION	QTY.	DWG. NO./REF. NO.	NO.	DATE	DESCRIPTION
UNDERGROUND TILE LINE					
FIBER OPTIC LINE					
OVERHEAD ELECTRIC					
UNDERGROUND ELECTRIC					
DRAINAGE					
EDGE OF ROAD					
FORCE					
PERMANENT EASEMENT					
TEMPORARY EASEMENT					
EXTRA EASEMENT					

DATE: 6/22/19
SCALE: 1" = 40'
PROJECT: CENEX PIPELINE
6266+50 ND HWY 1804
MOUNTAIN COUNTY, NORTH DAKOTA

ND-ST-MOU-02
STATE HIGHWAY 1804 CROSSING
NE1/4 OF SEC. 34, T.155N, R.93W
OF THE 5TH PRINCIPAL MERIDIAN, MOUNTRAIL COUNTY, NORTH DAKOTA



I, Quentin Obrigewitsch, Professional Land Surveyor, N.D. PLS No. 5999, do hereby certify that the survey plat shown hereon was made by me, or under my direction, from notes made in the field, and the same is true and correct to the best of my knowledge and belief.

FIELD BOOK: OP-424, Bk 1, Pgs. 1-79; OP-426 Bk 3, Pgs. 1-50, 51-77; OP-436, Pgs. 1-44; OP-436, Pgs.53-80; OP-438, Pgs. 1-14

		CENEX PIPELINE LLC	DWG NO. 1716101 MountrailHwyXings
			JOB NO. 1716101
DRAWN BY: B. Lujan	DATE: 3/15/2018	REV:	SHEET 2
PIPELINE LAYOUT STATE HIGHWAY 1804 CROSSING			

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 <i>73578</i>	Contract Number <i>1071907810</i>	District Tracking Number <i>7-008-148,5722</i>
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APPLICANT INFORMATION

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

Company Name Cenex Pipeline, LLC	Contact Name Mike Stahly	Telephone Number 406-628-5200 <i>5209</i>		
Mailing Address 803 Highway 212 South	City Laurel	State MT	ZIP Code 59044	Email Address Mike.Stahly@chsinc.com

Preparer - Consultant

Company Name KLJ	Contact Name Kelsey Erickson	Telephone Number 701-241-2304		
Mailing Address 3203 32nd Ave. South, Ste 201	City Fargo	State ND	ZIP Code 58103	Email Address kelsey.erickson@kljeng.com

Utility Contractor

Company Name Loenbro, Inc.	Contact Name John Fuller	Telephone Number 406-836-1458 / 701-557-1288		
Mailing Address 5831 123rd Drive NW	City Epping	State ND	ZIP Code 58843	Email Address jfuller@loenbro.com

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Pipeline Pressure 1440 psi	Size of Casing Uncased, steel line with C.P.	Length of Casing Uncased, steel line with C.P.
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 12/31/2019

See page 2 for additional Terms and Conditions.

APPROVAL

Company Name (Utility Agency) Cenex Pipeline, LLC	Authorized Utility Agent Name (Type or Print) Mike Stahly	Authorize Agent Title <i>Manager, ROW & Property</i>
Date <i>6/2/19</i>	Authorized Agent's Signature <i>[Signature]</i>	

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
6/11/19

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) Joel M. Wilt, PE	District Engineer Signature <i>[Signature]</i>
---	---

R73272

- (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


District Tracking Number

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

Highway Number 8	Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across	
Nearest City or Hwy Jct. 55th St NW	Direction (N, S, E, W) North	Approximate Miles From 0.03
Begin	Reference Marker 149	Direction (N, S, E, W) South
	Direction From Centerline (N, S, E, W) West	
	Longitudinal Offset (feet) 2245.63	Lateral Offset (feet) 100

For State Use Only				
	Begin		End	
Location Number	Reference Pt	Offset	Reference Pt	Offset
	148.5122			

End	Reference Marker 148	Direction (N, S, E, W) North	Longitudinal Offset (feet) 3021.03 <i>begin 5122</i>
	Direction From Centerline (N, S, E, W) East		Lateral Offset (feet) 100

1-25-08 @ 100 feet




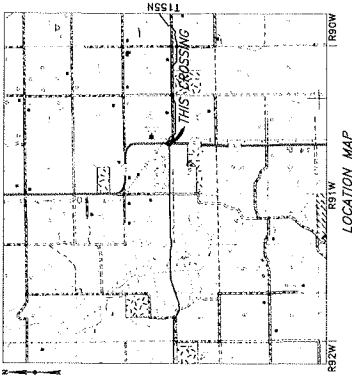
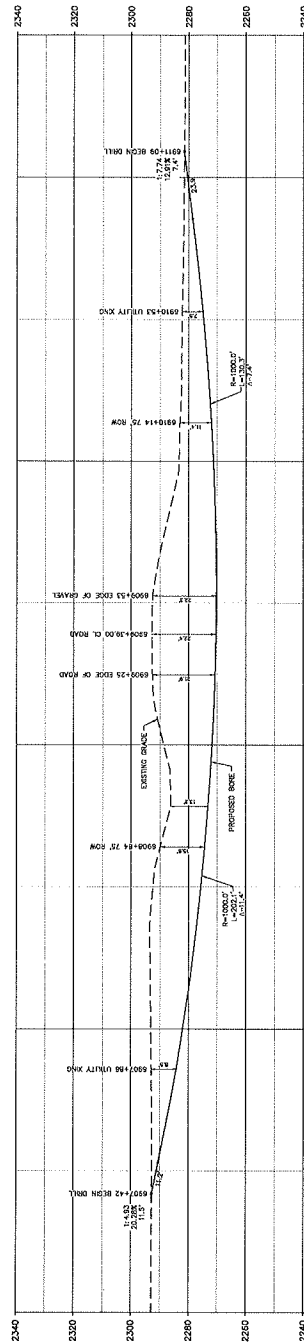
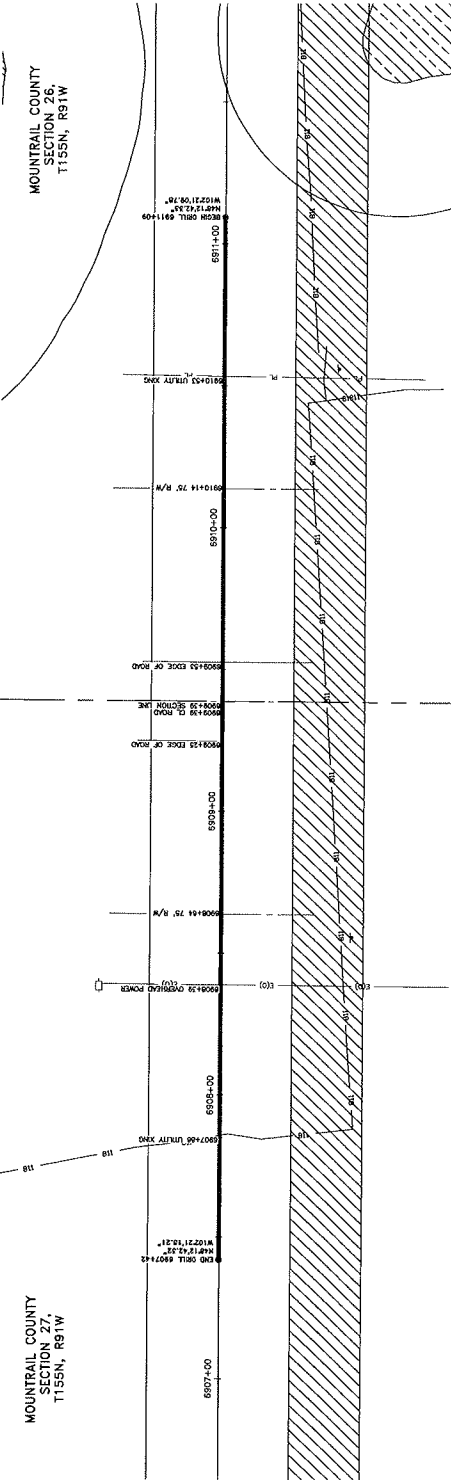
State Highway 8 Pipeline ND-ST-MOU-03 Crossing

Mountrail County, North Dakota

Date: 5/9/2019



CENEX PIPELINE
6909+40 ND HWY 8
MOUNTAIN COUNTY, NORTH DAKOTA



PIPE SPECIFICATION
CROSSING DESIGNED USING: PRCI REPORT PR-227-9424
CONTENTS: CRUDE OIL
CARRIER PIPE: 10.75" O.D., 0.365" W.T., ERW, CARBON
STEEL LINE PIPE, API 5L, GRADE X52
COATING: 14-18 MILS FBE, 30-40 MILS ARO

UTILITY TYPE	ASSUMED DEPTH
OIL & GAS PIPELINE	5.0'
FIBER OPTIC LINE	4.0'
UNDERGROUND ELECTRIC	4.0'
WATERLINE	6.5'
HORIZONTAL DISTANCE	
367'	

ISSUED FOR CONSTRUCTION

- NOTES:
- EXISTING UTILITY DEPTHS ARE NOT KNOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE DEPTH OF ALL UTILITIES AND ENSURE THAT A MINIMUM OF 18" SEPARATION (OR AS REQUIRED BY EXISTING UTILITY OWNER) IS PROVIDED BETWEEN EXISTING UTILITIES AND THE PROPOSED PIPELINE.
 - CONTRACTOR DETERMINES THE REQUIRED SEPARATION. CONTRACTOR CANNOT BE HELD RESPONSIBLE FOR THE PROPOSED BORE DESIGN UPON THE COMPLETION OF THE BORE DESIGN UNLESS THE CONTRACTOR HAS BEEN ADVISED IN WRITING BY THE ENGINEER.
 - ENGINEER'S EVALUATION OF THE PROPOSED BORE WAS FOR CONSTRUCTION ONLY. NO REVIEW OF THE SUITABILITY FOR THE PROPOSED OPERATING CONDITIONS (PRESSURES, TEMPERATURE, ETC.) WAS COMPLETED, AS THE OWNER SPECIFIED THE PIPE FOR THE INTENDED USE.
 - INSTALL MARKER POSTS, AS REQUIRED, ON BOTH SIDES OF RIGHT OF WAY FOR ALL LINE CROSSINGS.
 - CONTRACTOR TO PROVIDE RECORD INFORMATION OF THE COMPLETED BORE TO OWNER AND ENGINEER FOR THE USE IN PREPARING RECORD DRAWINGS. THE INFORMATION SHALL INCLUDE INSTALLATION DEPTHS ALONG THE PROFILES, ESTIMATED SEPARATION AT UTILITY CROSSINGS, VARIATIONS IN HORIZONTAL ALIGNMENTS, AND DISCUSSION ON ANY ADJUSTMENTS TO THE BORE DESIGN.
 - ALL DEPICTED R/W ARE BASED UPON PUBLICLY AVAILABLE INFORMATION, WHEN AVAILABLE, AND TYPICAL WIDTHS. WHEN UNAVAILABLE, AND AS SUCH, SHOULD BE CONSIDERED APPROXIMATE.
 - ESTIMATED PULL FORCE CALCULATIONS HAVE BEEN COMPLETED BY THE ENGINEER AND ARE AVAILABLE FOR CONTRACTOR REFERENCE. IF NECESSARY FOR THE SUCCESSFUL INSTALLATION, CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING ACTUAL VALUES.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR EVALUATING THE POTENTIAL OF HYDRAULIC FRACURING THROUGH THE SOILS SURROUNDING THE PIPELINE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EVALUATE ALL PROPOSED HOB BORE LOCATIONS TO ENSURE THE SOIL CONDITIONS ARE COMPATIBLE WITH CONSTRUCTION METHODOLOGY AND THAT THE RISK OF WASHOUT AND/OR FRACTURE IS MINIMIZED ALONG THE BORE PROFILE.

LEGEND		MATERIAL SUMMARY		REFERENCE DRAWINGS		REVISIONS	
SYMBOL	DESCRIPTION	DWG. NO./REF. NO.	DATE	NO.	DATE	NO.	DESCRIPTION
---	EASEMENT CENTERLINE						
---	BORE CENTERLINE						
---	SECTION LINE						
---	QUARTER SECTION LINE						
---	PROPERTY LINE						
---	WATER PIPELINE						
---	FOREIGN PIPELINE						
---	EASEMENT						
---	PERMANENT EASEMENT						
---	TEMPORARY EASEMENT						
---	EXTRA SPACE						
---	TEMPORARY WORK						
---	UNDERGROUND TELE. LINE						
---	FIBER OPTIC LINE						
---	OVERHEAD ELECTRIC						
---	UNDERGROUND ELECTRIC						
---	DRAINAGE						
---	EDGE OF ROAD						
---	FENCE						
---	EXTRA SPACE						
---	TEMPORARY WORK						
---	PERMANENT EASEMENT						
---	TEMPORARY EASEMENT						
---	EXTRA SPACE						
---	TEMPORARY WORK						
---	UNDERGROUND TELE. LINE						
---	FIBER OPTIC LINE						
---	OVERHEAD ELECTRIC						
---	UNDERGROUND ELECTRIC						
---	DRAINAGE						
---	EDGE OF ROAD						
---	FENCE						
---	EXTRA SPACE						
---	TEMPORARY WORK						
---	PERMANENT EASEMENT						
---	TEMPORARY EASEMENT						
---	EXTRA SPACE						
---	TEMPORARY WORK						



CENEX PIPELINE
6909+40 ND HWY 8
MOUNTAIN COUNTY, NORTH DAKOTA

DATE: 05/13/19
PROJECT: 17/19
SHEET: 0
SCALE: 1" = 20'

SCALE: 1" = 20'

SCALE: 1" = 20'

SCALE: 1" = 20'

SCALE: 1" = 20'

SCALE: 1" = 20'

SCALE: 1" = 20'

SCALE: 1" = 20'

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SCALE: 1" = 20'

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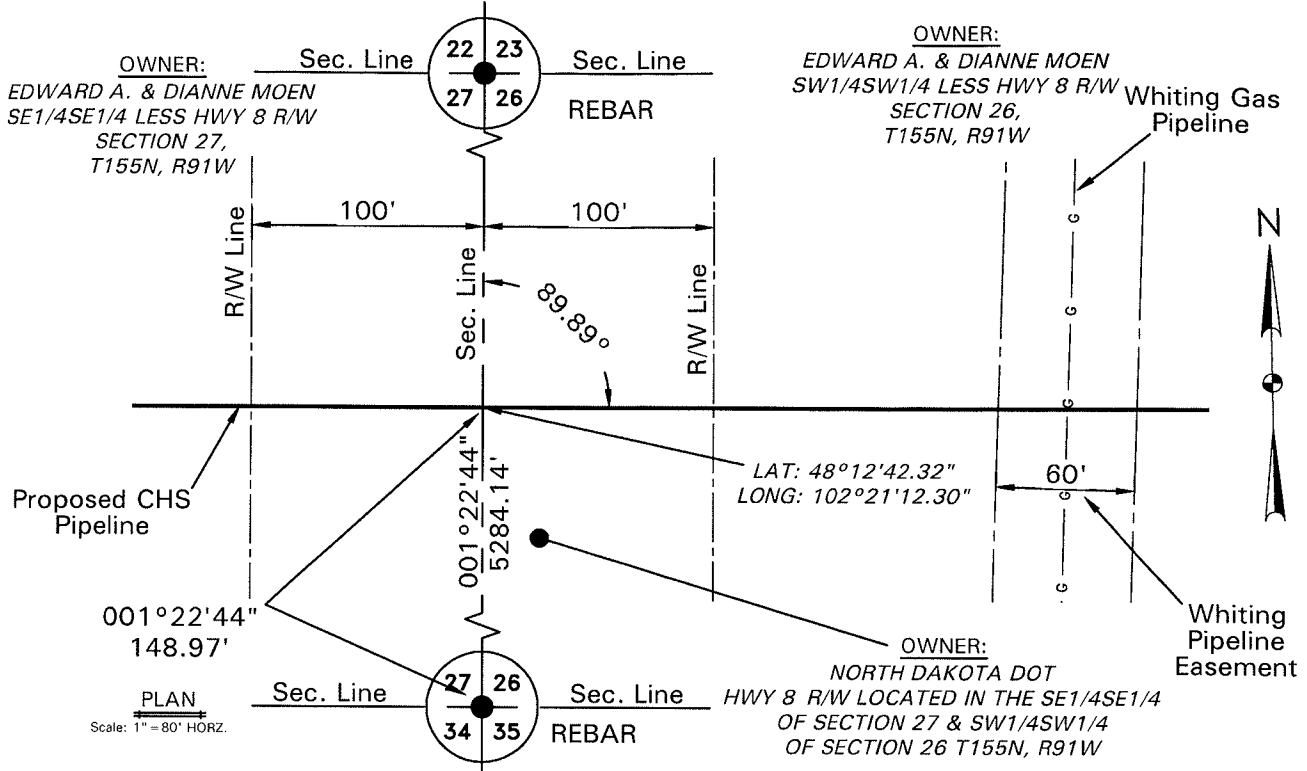
SCALE: 1" = 20'

SCALE: 1" = 20'

SCALE: 1" = 20'



SCALE: 1" = 20'

ND-ST-MOU-03
STATE HIGHWAY 8 CROSSING
 SE1/4SE1/4 OF SEC. 27 & SW1/4SW1/4 OF SEC. 26, T.155N, R.91W
 OF THE 5TH PRINCIPAL MERIDIAN, MOUNTRAIL COUNTY, NORTH DAKOTA



I, Quentin Obrigewitsch, Professional Land Surveyor, N.D. PLS No. 5999, do hereby certify that the survey plat shown hereon was made by me, or under my direction, from notes made in the field, and the same is true and correct to the best of my knowledge and belief.

FIELD BOOK: OP-424, Bk 1, Pgs. 1-79; OP-426 Bk 3, Pgs. 1-50, 51-77; OP-436, Pgs. 1-44; OP-436, Pgs.53-80; OP-438, Pgs. 1-14

		CENEX PIPELINE LLC	DWG NO. 1716101 MountrailHwyXings
			JOB NO. 1716101
DRAWN BY: B. Lujan	DATE: 3/15/2018	REV:	SHEET 3
PIPELINE LAYOUT STATE HIGHWAY 8 CROSSING			

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.

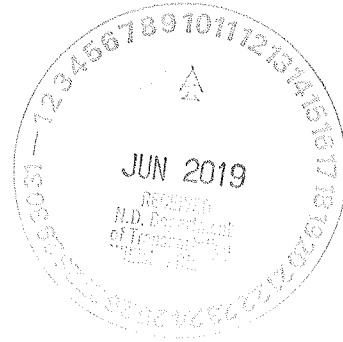
Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. 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



May 29, 2019

Cenex Pipeline, LLC
803 Highway 212 South
Laurel, MT 59044



Subject: Insurance Coverage Consistent With Contract
RIMS Document Number: 73578

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: Cenex Pipeline, LLC
Authorized Utility Agent Name (Type or Print): Mike Stahly
Authorized Utility Agent Title: Manager, ROW & Property
Date: 6/2/19
Signature: [Handwritten Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED CHS Inc. 5500 Cenex Drive Inver Grove Hts, MN 55077	INSURER A: Old Republic Insurance Company NAIC # 24147	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W11221394 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$4,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MWZY 314113	09/01/2018	09/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 314110	09/01/2018	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Auto Physical Damage is Self-insured.

CHS Petroleum Division

The State of North Dakota and its agencies, officers, and employees (State) are hereby granted Additional Insured status per written agreement on auto and general liability policies.

CERTIFICATE HOLDER North Dakota Department of Transportation 608 East Boulevard Avenue Bismarck, ND 58505-0700	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc.		NAMED INSURED CHS Inc. 5500 Cenex Drive Inver Grove Hts, MN 55077	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of subrogation in favor of The State of North Dakota and its agencies, officers, and employees (State) for general liability and auto liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

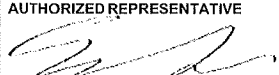
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2 Westchester Park Dr 3rd Fl White Plains NY 10604		CONTACT NAME: Tammy Quiles PHONE (A/C, No, Ext): 860-418-5336 FAX (A/C, No): 860-616-2761 E-MAIL ADDRESS: Tammy_Quiles@ajg.com															
INSURED Loenbro Pipeline, LLC 1900 32nd Ave NE Black Eagle, MT 59414		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : National Fire & Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER C : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : National Fire & Marine Insurance Co	20079	INSURER C : Steadfast Insurance Company	26387	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** 2051921488 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO251143101	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY	Y	Y	BAP251226201	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	42UMO10020205	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 251143001 WC2512263-01	4/1/2019 4/1/2019	4/1/2020 4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C C	Contractors Pollution Liability Professional Liability	Y	Y	CPL6359528-01 EOC391099801	4/1/2019 4/1/2019	4/1/2020 4/1/2020	Each Claim/Aggreg. 25,000,000 Each Claim/Aggreg. 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Where and to the extent required by written contract and where permissible by law, Additional insured applies per form UGL1175FCW for General Liability, UCA424FCW for Automobile, and STFENVL1546BCW for Contractor's Pollution and Waiver of Subrogation applies per form UGL925BCW for General Liability, UCA424FCW for Automobile, WC000313 for Workers Compensation and STFENVL1627ACW for Contractors Pollution. Workers Compensation/Employers Liability Policy includes Stop Gap Employers Liability for Ohio, North Dakota, Washington and Wyoming per form WC00030C.

CERTIFICATE HOLDER North Dakota Dept. Of Transportation 608 East Boulevard Avenue Bismarck ND 58505-0700 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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, 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

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 <i>13577</i>	Contract Number <i>167190785</i>	District Tracking Number <i>7-002-005.3691</i>
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APPLICANT INFORMATION

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

Company Name Cenex Pipeline, LLC	Contact Name Mike Stahly	Telephone Number 406-628-5200 <i>5209</i>		
Mailing Address 803 Highway 212 South	City Laurel	State MT	ZIP Code 59044	Email Address Mike.Stahly@chsinc.com

Preparer - Consultant

Company Name KLJ	Contact Name Kelsey Erickson	Telephone Number 701-241-2304		
Mailing Address 3203 32nd Ave. South, Ste 201	City Fargo	State ND	ZIP Code 58103	Email Address kelsey.erickson@kljeng.com

Utility Contractor

Company Name Frontier Services Inc.	Contact Name Matt Oliver	Telephone Number 406-697-3795 / 701-690-6696		
Mailing Address 487 109th Ave SW	City Killdeer	State ND	ZIP Code 58640	Email Address matt@frontier-services.com

TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility Installation of a 10" Steel Pipeline (Carrying refined petroleum products). The pipeline will begin approximately 3 miles southwest of Sidney, MT and terminate near Minot, ND.		
Size of Facility 10" Steel Pipeline	Number of Cables	Length of Down Guys
Pipeline Pressure 1440 psi	Size of Casing Uncased, steel line with C.P.	Length of Casing Uncased, steel line with C.P.
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 <i>12/31/2019</i>

See page 2 for additional Terms and Conditions.

APPROVAL

Company Name (Utility Agency) Cenex Pipeline, LLC	Authorized Utility Agent Name (Type or Print) Mike Stahly	Authorize Agent Title <i>manager, ROW & Property</i>
Date <i>6/2/19</i>	Authorized Agent's Signature <i>[Signature]</i>	

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
6/11/19

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) Joel M. Wilt, PE	District Engineer Signature <i>[Signature]</i>
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R73272

- (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

District Tracking Number

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

Highway Number 2			Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across			For State Use Only							
Nearest City or Hwy Jct. 150th Ave NW			Direction (N, S, E, W) West		Approximate Miles From 0.01	Location Number		Begin Reference Pt Offset		End Reference Pt Offset			
						005.3691							
Begin	Reference Marker 5		Direction (N, S, E, W) East		Longitudinal Offset (feet) 1948.94 / 1500 3691		End	Reference Marker 6		Direction (N, S, E, W) West		Longitudinal Offset (feet) 3351.47	
	Direction From Centerline (N, S, E, W) South		Lateral Offset (feet) 33					Direction From Centerline (N, S, E, W) North		Lateral Offset (feet) 172			

int. sig @ \$100/ke

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



May 29, 2019

Cenex Pipeline, LLC
803 Highway 212 South
Laurel, MT 59044



Subject: Insurance Coverage Consistent With Contract
RIMS Document Number: 73577

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: Cenex Pipeline, LLC
Authorized Utility Agent Name (Type or Print): Mike Stahly
Authorized Utility Agent Title: Manager, ROW & Property
Date: 6/2/19
Signature: [Handwritten Signature]

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc.		NAMED INSURED CHS Inc. 5500 Cenex Drive Inver Grove Hts, MN 55077	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of subrogation in favor of The State of North Dakota and its agencies, officers, and employees (State) for general liability and auto liability.



FRONSER-01

TMEDUNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

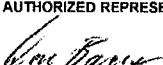
PRODUCER American Insurance, Inc. 38 1st Street West Dickinson, ND 58601	CONTACT NAME: Tiffany Meduna PHONE (A/C, No, Ext): (701) 456-3315 FAX (A/C, No): (701) 483-3208 E-MAIL ADDRESS: tmeduna@weareamerican.com
INSURED Frontier Services, Inc.; FSI Pipeline 487 109 Ave SW Killdeer, ND 58640	INSURER(S) AFFORDING COVERAGE INSURER A : St Paul Fire & Marine Ins Co NAIC # 24767 INSURER B : Acuity 14184 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	X	ZPP31M43963	11/09/2018	11/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:							
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	X51829	11/09/2018	11/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000			ZPP31M43963	11/09/2018	11/09/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZPP31M43963	11/09/2018	11/09/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER North Dakota Department of Transportation State of North Dakota, its agencies, officers and employees 605 W Dakota Parkway Williston, ND 58801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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, Firstrike	5.0
Total		23.8

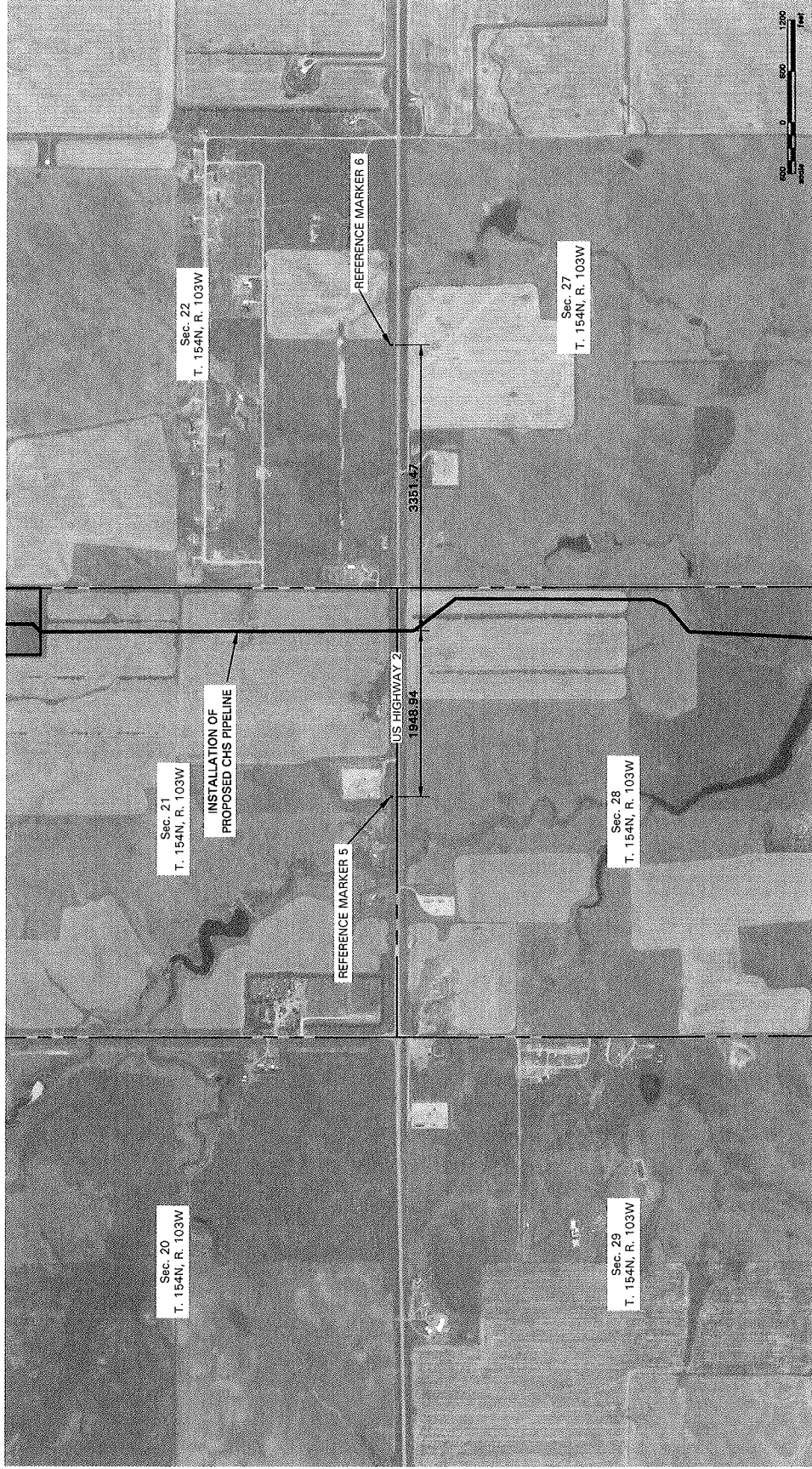
Seed Class Mix Requirements		
Class II – Late Season		
Grass Species	Variety	Pounds Pure Live Seed Per Acre
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst, Summer	1.6
Green Needlegrass	Lodorm, AC Mallard, Fowler	3.6
Canada Wild-rye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

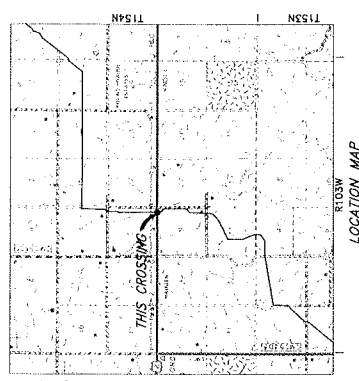
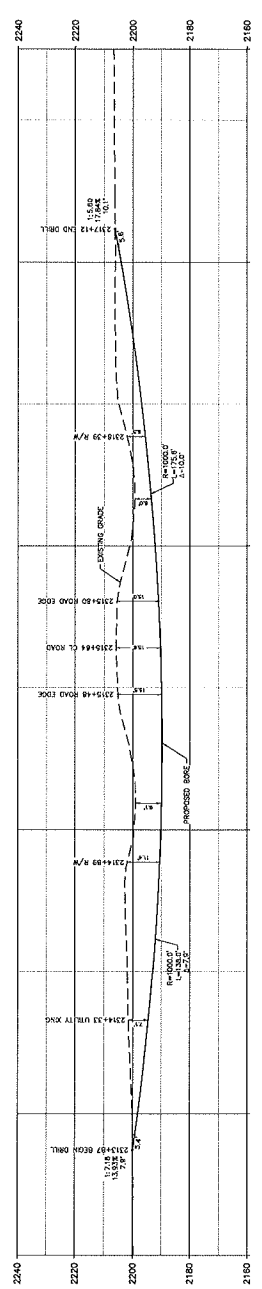
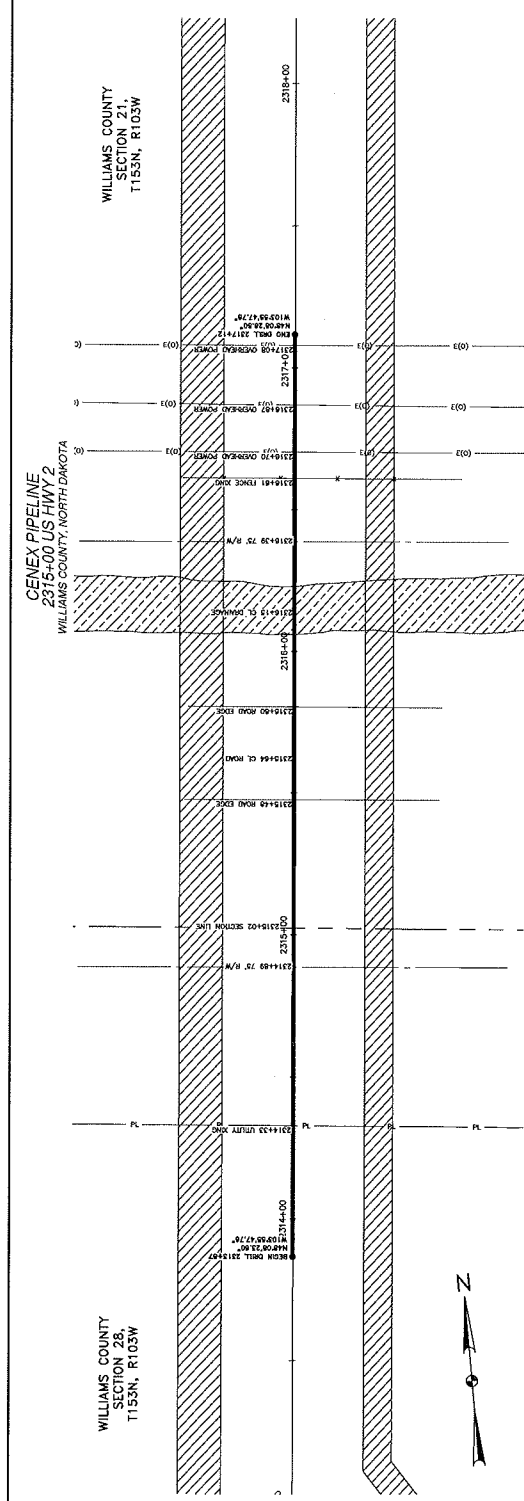


US Highway 2 Pipeline ND-US-WILL-01 Crossing

Williams County, North Dakota

Date: 5/9/2019





PIPE SPECIFICATION
 CROSSING DESIGNED USING: PRCI REPORT PR-227-9424
 CONTENTS: CRUDE OIL
 CARRIER PIPE: 10.75" O.D., 0.365" W.T., ERW, CARBON
 STEEL LINE PIPE API 5L GRADE X52
 COATING: 1-45 MILS FEE, 30-40 MILS ARO

UTILITY TYPE	ASSUMED DEPTH
OIL & GAS PIPELINE	5.0'
FIBER OPTIC LINE	4.0'
UNDERGROUND ELECTRIC	4.0'
WATERLINE	6.5'

HORIZONTAL DISTANCE: 325'

ISSUED FOR CONSTRUCTION

NOTES:
 1. EXISTING UTILITY DEPTHS ARE NOT KNOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE DEPTH OF ALL UTILITIES AND ENSURE THAT A MINIMUM OF 18" SEPARATION (OR AS REQUIRED BY EXISTING UTILITY OWNER) IS PROVIDED BETWEEN EXISTING UTILITIES AND THE PROPOSED PIPELINE.
 2. IF CONTRACTOR DETERMINES THE REQUIRED SEPARATION CANNOT BE PROVIDED BASED UPON THE PROPOSED BORE DESIGN, THEN ANY PROPOSED MODIFICATIONS TO THE BORE DESIGN IN ORDER TO ACHIEVE REQUIRED SEPARATION SHALL BE CONFIRMED WITH AND APPROVED BY ENGINEER.
 3. ENGINEER'S EVALUATION OF THE PROPOSED BORE WAS FOR CONSTRUCTION ONLY. NO REVIEW OF THE SUITABILITY FOR THE PROPOSED OPERATING CONDITIONS (PRESSURES, TEMPERATURE, ETC.) WAS COMPLETED, AS THE OWNER SPECIFIED THE PIPE FOR THE INTENDED USE.
 4. INSTALL MARKER POSTS, AS REQUIRED, ON BOTH SIDES OF RIGHT OF WAY FOR ALL LINE CROSSINGS.
 5. CONTRACTOR TO PROVIDE RECORD INFORMATION OF THE COMPLETED BORE TO OWNER AND ENGINEER FOR THE USE IN PREPARING RECORD DRAWINGS. THE INFORMATION SHALL INCLUDE INSTALLATION DEPTHS ALONG THE PROFILES, ESTIMATED SEPARATION AT UTILITY CROSSINGS, VARIATIONS IN HORIZONTAL ALIGNMENTS, AND DISCUSSION ON ANY ADJUSTMENTS TO THE BORE DESIGN.
 6. ALL DEPICTED R/W ARE BASED UPON PUBLICLY AVAILABLE INFORMATION, WHEN AVAILABLE, AND TYPICAL WIDTHS. WHEN UNAVAILABLE, NO LEGAL BOUNDARY SURVEY WAS CONDUCTED TO CONFIRM R/W LIMITS, AND AS SUCH SHOULD BE CONSIDERED APPROXIMATE.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE DEPTH OF ALL UTILITIES AND ENSURE THAT A MINIMUM OF 18" SEPARATION (OR AS REQUIRED BY EXISTING UTILITY OWNER) IS PROVIDED BETWEEN EXISTING UTILITIES AND THE PROPOSED PIPELINE.
 8. THE BORE PROFILE AND CORRESPONDING CALCULATIONS DID NOT EVALUATE THE POTENTIAL OF HYDRAULIC FRACTURING THROUGH THE SOILS SURROUNDING THE PIPELINE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EVALUATE ALL PROPOSED HOD BORE LOCATIONS TO ENSURE THE SOIL CONDITIONS ARE COMPATIBLE WITH CONSTRUCTION METHODOLOGY AND THAT THE RISK OF WASHOUT AND/OR FRAC-OUT IS MINIMIZED ALONG THE BORE PROFILE.

LEGEND

- EASEMENT CENTERLINE
- BORE CENTERLINE
- SECTION LINE
- QUARTER SECTION LINE
- PROPERTY LINE
- WATERLINE
- FOREIGN PIPELINE
- GRASSLAND EASEMENT
- WETLAND EASEMENT
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXTRA EASEMENT
- UNDERGROUND TELE. LINE
- FIBER OPTIC LINE
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- HOUSE
- ROAD
- FENCE
- TEMPORARY EASEMENT
- PERMANENT EASEMENT
- EXTRA EASEMENT

REFERENCE DRAWINGS

DWG. NO.	REV. NO.	DESCRIPTION	DATE

REVISIONS

NO.	DATE	DESCRIPTION

MATERIAL SUMMARY

M.K. NO.	CITY	DESCRIPTION

PROJECT INFO

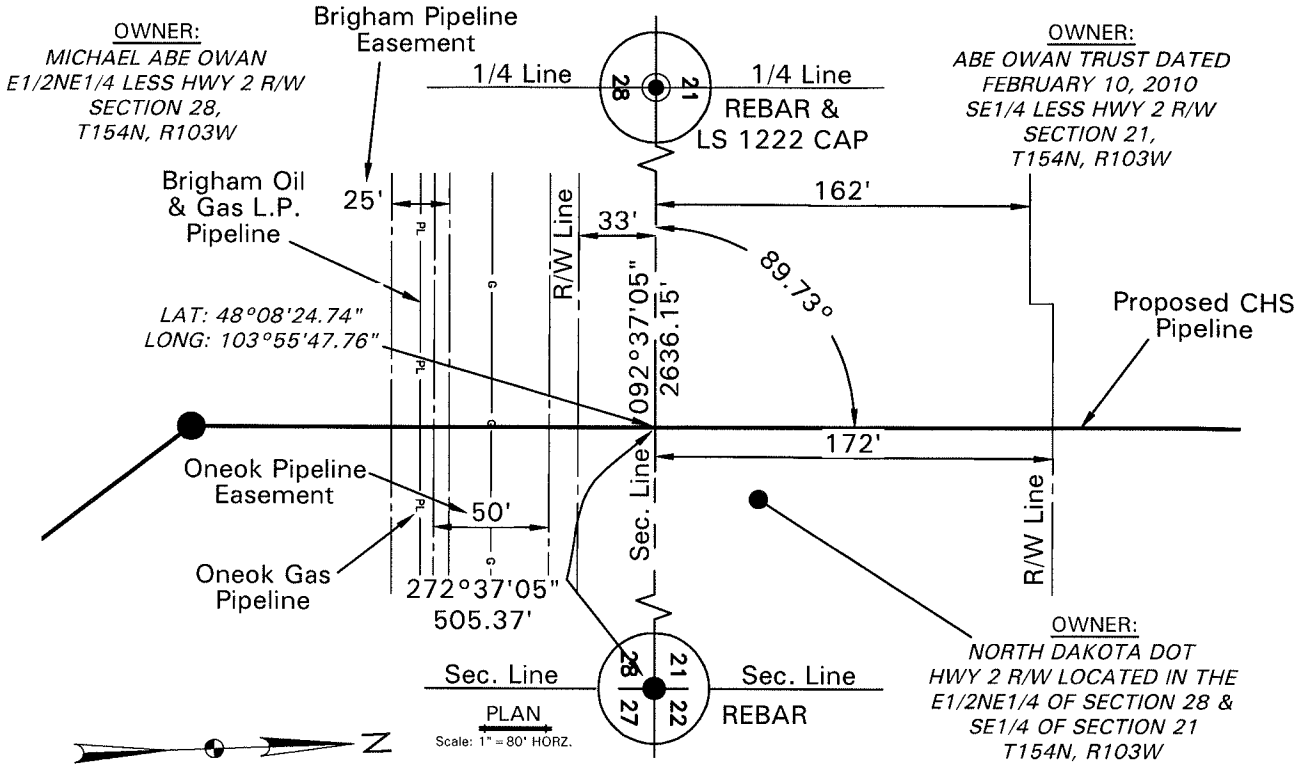
PROJECT NO. 17/19
 DATE: 11/17/19
 DRAWN BY: JMK
 CHECKED BY: JMK
 PROJECT: GENEX PIPELINE
 SHEET: 1 OF 1
 SCALE: 1" = 20'
 PROJECT: GENEX PIPELINE
 SHEET: 1 OF 1
 SCALE: 1" = 20'

CLIENT
 GENEX PIPELINE
 2315+00 US HWY 2
 WILLIAMS COUNTY, NORTH DAKOTA

DESIGNER
 K&L
 201 Grant Road
 Bismarck, ND 58103

DATE
 11/17/19

ND-US-WILL-01
US HIGHWAY 2 CROSSING
 E1/2NE1/4 OF SEC. 28 & SE1/4 OF SEC. 21, T.154N, R.103W
 OF THE 5TH PRINCIPAL MERIDIAN, WILLIAMS COUNTY, NORTH DAKOTA



I, Quentin Obrigewitsch, Professional Land Surveyor, N.D. PLS No. 5999, do hereby certify that the survey plat shown hereon was made by me, or under my direction, from notes made in the field, and the same is true and correct to the best of my knowledge and belief.

FIELD BOOK: OP-424, Bk 1, Pgs. 1-79; OP-426 Bk 3, Pgs. 1-42, 51-77; OP-436, Pgs. 1-44

		CENEX PIPELINE LLC	DWG NO. 1716101 WilliamsHwyXings
		PIPELINE LAYOUT US HIGHWAY 2 CROSSING	JOB NO. 1716101 SHEET 1
DRAWN BY: B. Lujan	DATE: 3/15/2018	REV:	

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 <i>73576</i>	Contract Number <i>67190784</i>	District Tracking Number <i>7-002-027.4664</i>
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APPLICANT INFORMATION

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

Company Name Cenex Pipeline, LLC	Contact Name Mike Stahly	Telephone Number 406-628-5200		
Mailing Address 803 Highway 212 South	City Laurel	State MT	ZIP Code 59044	Email Address Mike.Stahly@chsinc.com

Preparer - Consultant

Company Name KLJ	Contact Name Kelsey Erickson	Telephone Number 701-241-2304		
Mailing Address 3203 32nd Ave. South, Ste 201	City Fargo	State ND	ZIP Code 58103	Email Address kelsey.erickson@kljeng.com

Utility Contractor

Company Name Frontier Services Inc.	Contact Name Matt Oliver	Telephone Number 406-697-3795 / 701-690-6696		
Mailing Address 487 109th Ave SW	City Killdeer	State ND	ZIP Code 58640	Email Address matt@frontier-services.com

TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility Installation of a 10" Steel Pipeline (Carrying refined petroleum products). The pipeline will begin approximately 3 miles southwest of Sidney, MT and terminate near Minot, ND.		
Size of Facility 10" Steel Pipeline	Number of Cables	Length of Down Guys
Pipeline Pressure 1440 psi	Size of Casing Uncased, steel line with C.P.	Length of Casing Uncased, steel line with C.P.
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 12/31/2019

See page 2 for additional Terms and Conditions.

APPROVAL

Company Name (Utility Agency) Cenex Pipeline, LLC	Authorized Utility Agent Name (Type or Print) Mike Stahly	Authorize Agent Title <i>ROW Manager, ROW & Property</i>
Date <i>6/2/19</i>	Authorized Agent's Signature <i>[Signature]</i>	

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 <i>6/11/19</i>

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) Joel M. Wilt, PE	District Engineer Signature <i>[Signature]</i>
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R73272

- (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

District Tracking Number

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

Highway Number 2 (North Bound)		Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across	
Nearest City or Hwy Jct. 59th St NW		Direction (N, S, E, W) North	Approximate Miles From 0.03
Begin	Reference Marker 27	Direction (N, S, E, W) North	Longitudinal Offset (feet) 2462.72 <i>1/228 0.4664</i>
	Direction From Centerline (N, S, E, W) East		Lateral Offset (feet) 54.46

For State Use Only				
		Begin		End
Location Number	Reference Pt	Offset	Reference Pt	Offset
	027.4664			

End	Reference Marker 28	Direction (N, S, E, W) South	Longitudinal Offset (feet) 2791.72
	Direction From Centerline (N, S, E, W) East		Lateral Offset (feet) 54.46

1750 @ 100


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.

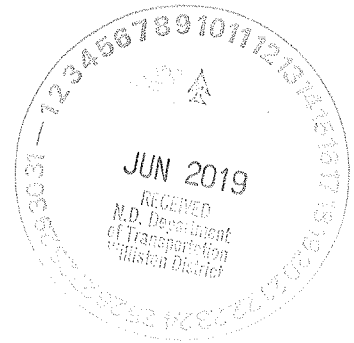
Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. 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



May 29, 2019

Cenex Pipeline, LLC
803 Highway 212 South
Laurel, MT 59044



Subject: Insurance Coverage Consistent With Contract
RIMS Document Number: 73576

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: Cenex Pipeline, LLC
Authorized Utility Agent Name (Type or Print): Mike Stahly
Authorized Utility Agent Title: Manager, ROW & Property
Date: 6/2/19
Signature: [Handwritten Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Old Republic Insurance Company		24147
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W11221394 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$4,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		MWZY 314113	09/01/2018	09/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB 314110	09/01/2018	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Auto Physical Damage is Self-insured.

CHS Petroleum Division

The State of North Dakota and its agencies, officers, and employees (State) are hereby granted Additional Insured status per written agreement on auto and general liability policies.

CERTIFICATE HOLDER

North Dakota Department of Transportation
 608 East Boulevard Avenue
 Bismarck, ND 58505-0700

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

St. J. How

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc. fka Willis of Minnesota, Inc.		NAMED INSURED CHS Inc. 5500 Cenex Drive Inver Grove Hts, MN 55077	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of subrogation in favor of The State of North Dakota and its agencies, officers, and employees (State) for general liability and auto liability.



FRONSER-01

TMEDUNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance, Inc. 38 1st Street West Dickinson, ND 58601	CONTACT NAME: Tiffany Meduna PHONE (A/C, No, Ext): (701) 456-3315 E-MAIL ADDRESS: tmeduna@weareamerican.com FAX (A/C, No): (701) 483-3208
INSURED Frontier Services, Inc.; FSI Pipeline 487 109 Ave SW Killdeer, ND 58640	INSURER(S) AFFORDING COVERAGE INSURER A: St Paul Fire & Marine Ins Co NAIC # 24767 INSURER B: Acuity 14184 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	ZPP31M43963	11/09/2018	11/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	X51829	11/09/2018	11/09/2019	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZPP31M43963	11/09/2018	11/09/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ZPP31M43963	11/09/2018	11/09/2019	PER STATUTE : OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

North Dakota Department of Transportation State of North Dakota, its agencies, officers and employees 605 W Dakota Parkway Williston, ND 58801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Tim Davis</i>
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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

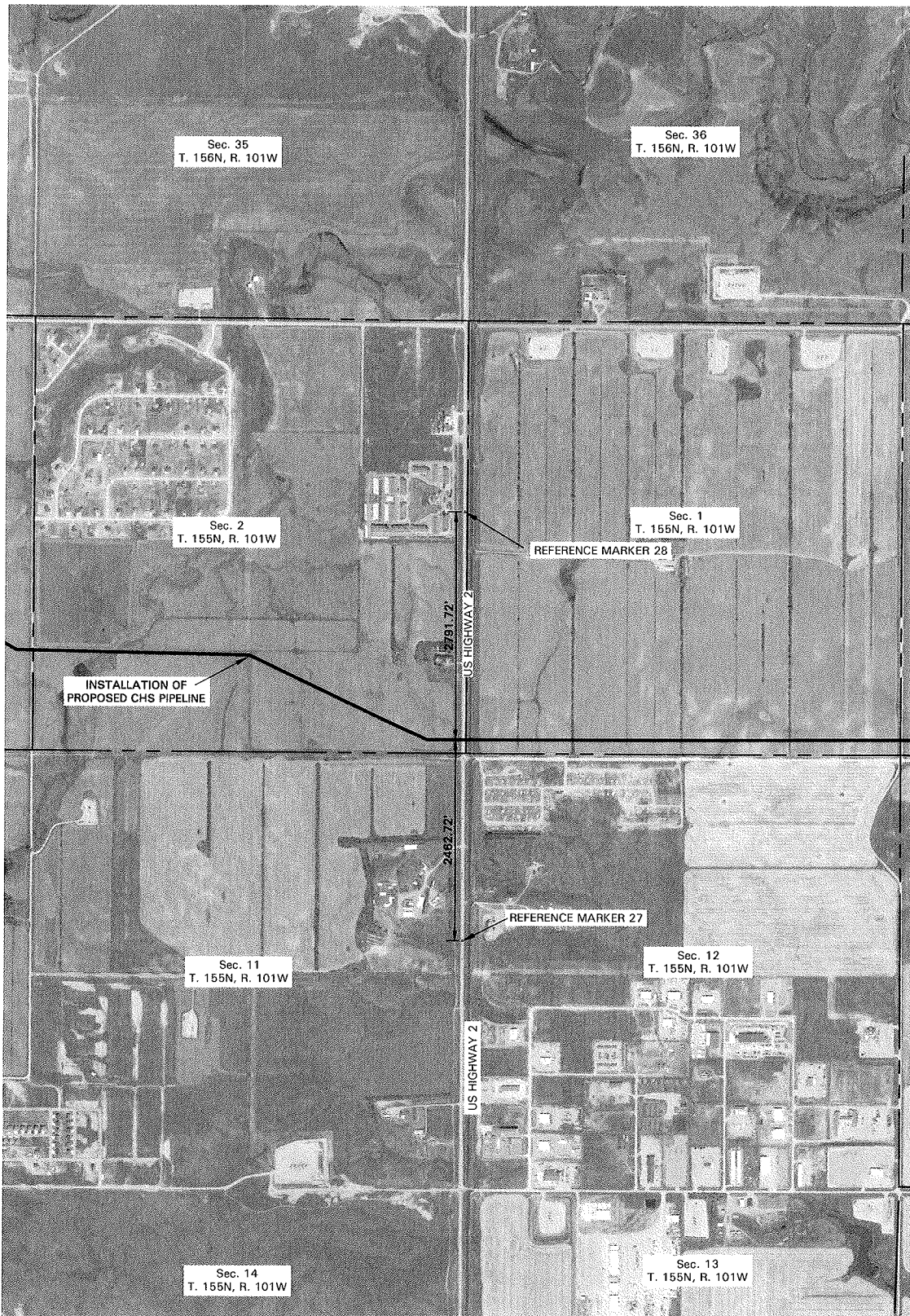
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst, Summer	3.2
Green Needlegrass	Lodorm, AC Mallard, Fowler	2.4
Sideoats Grama	Killdeer, Pierre, Butte	3.6
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firststrike	5.0
Total		23.8

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



US Highway 2 Pipeline ND-US-WILL-02 Crossing

Williams County, North Dakota
Date: 5/9/2019



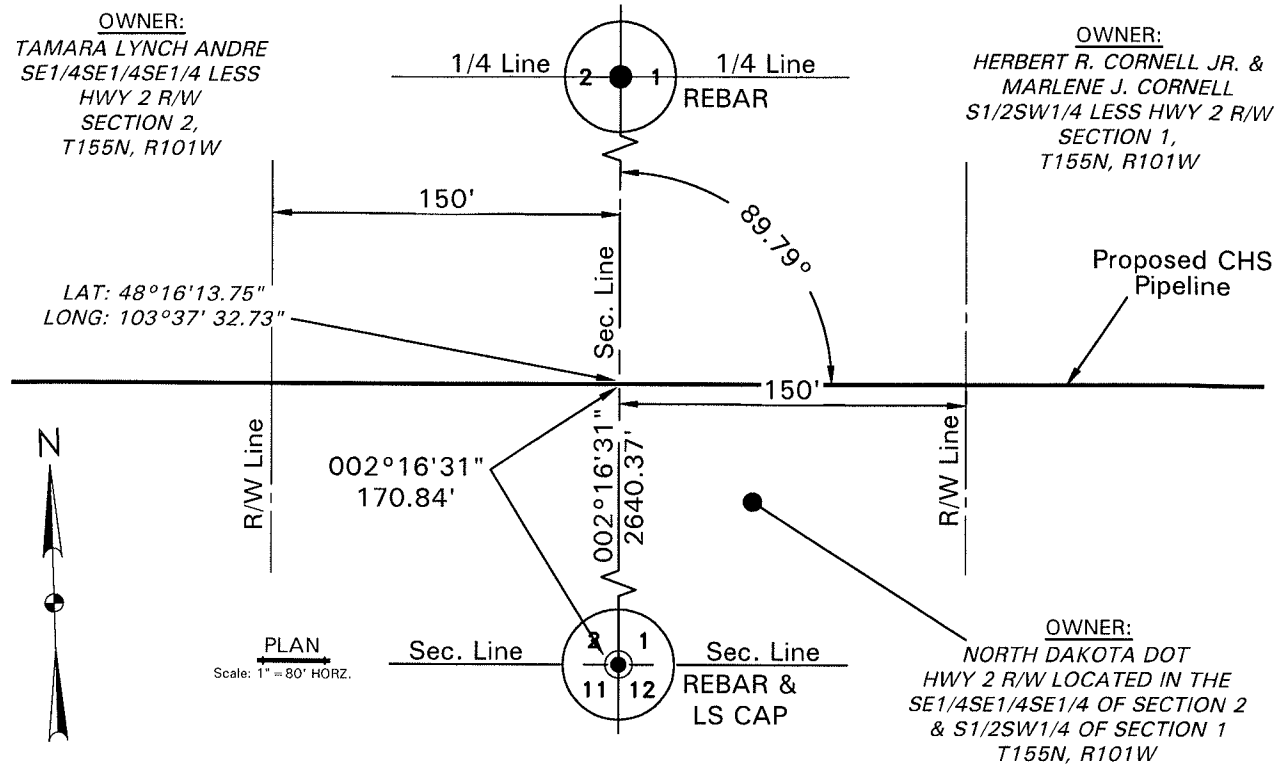
ND-US-WILL-02

US HIGHWAY 2 CROSSING

SE1/4SE1/4SE1/4 OF SEC. 2 & S1/2SW1/4 OF SEC. 1, T.155N, R.101W
OF THE 5TH PRINCIPAL MERIDIAN, WILLIAMS COUNTY, NORTH DAKOTA

OWNER:
TAMARA LYNCH ANDRE
SE1/4SE1/4SE1/4 LESS
HWY 2 R/W
SECTION 2,
T155N, R101W

OWNER:
HERBERT R. CORNELL JR. &
MARLENE J. CORNELL
S1/2SW1/4 LESS HWY 2 R/W
SECTION 1,
T155N, R101W



I, Quentin Obrigewitsch, Professional Land Surveyor, N.D. PLS No. 5999, do hereby certify that the survey plat shown hereon was made by me, or under my direction, from notes made in the field, and the same is true and correct to the best of my knowledge and belief.

FIELD BOOK: OP-424, Bk 1, Pgs. 1-79; OP-426 Bk 3, Pgs. 1-42, 51-77; OP-436, Pgs. 1-44

		CENEX PIPELINE LLC	DWG NO. 1716101 WilliamsHwyXings
			JOB NO. 1716101
DRAWN BY: B. Lujan	DATE: 3/15/2018	REV:	SHEET 2
PIPELINE LAYOUT US HIGHWAY 2 CROSSING			