

PU-18-405
Skunk Hill to DPR
Belle Fourche Pipeline Company
Late-Filed Exhibit 9 – Landowner Waivers

Belle Fourche identified six occupied residences or places of business within five hundred feet of the Project route. Belle Fourche obtained waivers from four landowners which were previously filed with the Commission (Docket No. 25).

With respect to remaining landowner Dakota Prairie Refining, LLC, the attachment is a pipeline connection agreement executed by Bridger Pipeline, LLC, a Belle Fourche sister company, and Dakota Prairie Refining, LLC (“DPR”) whereby DPR has requested that the pipeline be constructed in its current location, which is depicted in the diagram incorporated by the agreement. The attached agreement demonstrates DPR’s express authorization and request to locate the pipeline within 500 feet of the DPR’s facility and constitutes a waiver of the Commission’s 500-foot setback.

With respect to the remaining landowner located in Township 140 North, Range 98 West, Section 1, this landowner recently informed Belle Fourche they will sign a waiver; however, an executed waiver has not been yet been obtained. This landowner indicated they are in the process of selling their home and they may want to notify prospective purchasers of the waiver prior to executing it. In consideration of the foregoing, Belle Fourche respectfully requests that the Commission issue the Project order and designate an ordering provision that requires Belle Fourche to file the remaining waiver once it is obtained.

**FIRST AMENDMENT OF
PIPELINE CONNECTION AGREEMENT AND PIPELINE CAPACITY AGREEMENT**

This First Amendment of Pipeline Connection Agreement and Pipeline Capacity Lease ("Amendment") is entered into as of September 4th 2014 by and between Bridger Pipeline LLC, a Wyoming corporation ("Bridger") and Dakota Prairie Refining, LLC ("DPR"), (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into a Pipeline Connection Agreement and Pipeline Capacity Agreement dated March 17, 2014 (the "Pipeline Agreement").


WHEREAS, the Parties intend to amend the Pipeline Agreement as described herein.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Exhibit 4 of the Pipeline Agreement shall be amended and replaced in its entirety with the revised Exhibit 4 attached hereto.
2. Except as expressly modified or amended by this Amendment, all of the terms and conditions of the Pipeline Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date and year first above written.

DAKOTA PRAIRIE REFINING, LLC


By: Timothy W Michelsen
Its: VP & Treasurer

BRIDGER PIPELINE, LLC



By: H.A. Tad True
Its: Member MR RS

EXHIBIT 4

