

October 21, 2021

Via Electronic Mail & Hand Delivery

Mr. Adam Renfandt
Public Utilities Analyst
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480
arenfandt@nd.gov
ndpsc@nd.gov

**In re: Bridger Pipeline LLC
Johnson's Corner to Wilson Pipeline Project
Case No. PU-20-430
Our File No. 016265-000017**

Dear Mr. Renfandt:

I am writing on behalf of Bridger Pipeline LLC ("Bridger") in response to your October 1, 2021 letter requesting additional information (Docket No. 75) regarding Bridger's route adjustment filing submitted on September 28, 2021 (Docket No. 74). As noted below, several items requested either exceed the scope of information otherwise required to be filed under the Commission's regulations governing route modification filings or do not apply to the project. The below information, Attachments A-C hereto, and the enclosed USB drive containing shapefiles are provided in response to your request.

Staff Request No. 1: Class III Concurrence Letter from the ND State Historic Preservation Office.

Response No. 1: As set forth in Bridger's Certification, Bridger will file the above-referenced concurrence with the Commission prior to the start of construction. *See* Docket No. 74, Certification (Declaration of Stamp) ¶ 11.

Staff Request No. 2: Tree and Shrub Inventory mentioned on page 12 of the September 28, 2021 filing.

Response No. 2: See enclosed Attachment A.

Staff Response No. 3: Easement agreements or supporting documentation with each owner of real property on which the adjustment is to be located and any applicable governmental entity with an interest in the same adjustment area do not oppose the adjustment.

Response No. 3: The route adjustment occurs entirely on the property of one landowner. As set forth in Bridger's Certification, Bridger discussed the route adjustment with the applicable landowner who did not object to route adjustment. *See* Docket No. 74, Certification (Declaration of Stamp) ¶ 10. Bridger has an easement over the landowner's property granting it the authorization to construct and install the project. A copy of the easement is enclosed as Attachment B.

Staff Request No. 4: Discussion of how Bridger determined there were no geologically unstable areas in the proposed rerouted corridor.

Response No. 4: The elevation and changes of elevation along the route modification corridor were reviewed and evaluated by Bridger's consultant Keitu Engineers. The route adjustment corridor consists of primarily cultivated cropland and does not contain significant elevation changes that can cause areas of instability. The route modification corridor contains no apparent areas that are geologically unstable.

Staff Request No. 5: The date that field surveys were conducted within the proposed rerouted corridor for state-listed protected species and critical habitat, and whether any such species or critical habitat were located as a result.

Response No. 5: Field surveys were completed by Keitu Engineers on August 11, 2021. As referenced in the Addendum prepared by Keitu (Docket No. 74), no threatened or endangered species were found during field surveys and no designated critical habitat is located in the one-mile Study Area that was surveyed for the route adjustment.

Staff Request No. 6: A complete discussion of how Bridger determined whether there were no Type A or Type B habitat for the Dakota skipper within the proposed rerouted corridor.

Response No. 6: The Dakota skipper in western North Dakota inhabits native prairie on rolling terrain over gravelly glacial moraine dominated by little bluestem, as well as big bluestem, needlegrasses, or porcupine grasses. Type A habitat consists of low-lying, wet-mesic prairie with little topographic relief that occurs on near-shore glacial lake deposits. Type B habitat for the Dakota skipper typically supports a high diversity and abundance of native forbs in rolling dry prairies. Neither Type A nor Type B habitat occurs within the rerouted corridor.

Staff Request No. 7: The following GIS shapefiles.**a. Block Valve**

Response No. 7a: Block valve locations originally proposed for the project are not impacted by the route adjustment. The block valve located at the project's interconnection to the Johnson's Corner Station is consistent with the location originally proposed for the project and permitted by the Commission under Bridger's existing siting authorizations. Bridger submitted shapefiles specifying the location of the origin of the route adjustment segment. This interconnection is the location of the block valve to be installed.

b. Wetlands

Response No. 7b: The August 2021 field surveys included a wetland survey. No wetlands were identified within the route adjustment corridor. *See* Addendum, Docket No. 74, Figure 1A Map.

c. Noxious Weeds

Response No. 7c: The request expands the scope of information required to be provided under Commission rule and regulation governing siting applications and route modification filings. Notwithstanding the foregoing, see enclosed shapefiles.

d. Potential Area of Instability

Response No. 7d: Areas of geologic instability are not located within the route adjustment corridor. *See* Addendum, Docket No. 74, Figure 1A Map.

e. Rerouted Pipeline Corridor

Response No. 7e: See enclosed shapefiles.

f. Named Streams

Response No. 7f: No named streams are located in the route adjustment corridor. *See* Addendum, Docket No. 74, Figure 1A Map.

g. Highway

Response No. 7g: The request expands the scope of information required to be provided under statute and the Commission's order provisions governing route adjustment filings. Additionally, the route adjustment does not cross any state highways nor are any highways located within the route adjustment corridor.

h. Roads

Response No. 7h: The request expands the scope of information required to be provided under statute and the Commission's order provisions governing route adjustment filings. Road crossing/utility permits from McKenzie County are required for one location along the route adjustment. Consistent with Order Provision No. 6, Bridger has already received the required permit to cross 108th Ave NW. A copy of the utility crossing permit is enclosed as Attachment C.

i. 1-mile Study Area

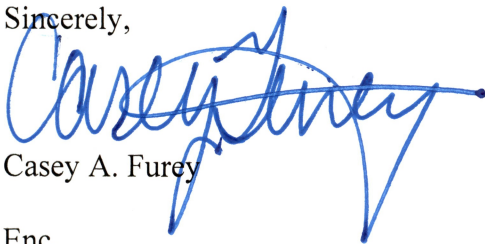
Response No. 7i: The route adjustment is located partially within the existing one-mile study area previously identified for the project, which is depicted in the project's original siting application and subsequent map books filings. The modified one-mile Study Area shapefiles are enclosed.

j. Woody Vegetation

Response No 7j: See enclosed shapefiles.

Please feel free to contact me if you have any questions. Thank you.

Sincerely,



Casey A. Furey

Enc.

cc: Brian Johnson (via email)

During the botany survey conducted in August 2021, four upland tree areas that are geographically referenced within the 1.3-mile rerouted Project Corridor. The inventory covered the route modification corridor depicted in revised Figure 1A maps. The inventory was conducted by following the PSC's tree and shrub modifications specifications. Keitu recorded all trees with a diameter breast height of 1-inch or greater. It was determined that approximately 3,500 trees, saplings, or shrubs are located within the Project Corridor.

Tree rows and woody areas occur in limited amounts, as isolated islands or rows throughout the Project Corridor. The reroute crosses through wooded areas on rangeland. Wooded habitat provides shelter and safety for a number of wildlife species. Impacts to trees will continue to be avoided to the extent practicable compatible with safe operation, maintenance, and inspection of the pipeline.

Species	Tree & Shrub Totals
Green Ash Tree	790
Chokecherry Tree	1,052
American Elm	301
Cottonwood Tree	139
Silver Buffaloberry Tree	159
Silver Buffaloberry Shrub	530
Chokecherry Shrub	381

Return to:	
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GRANT OF CRUDE PIPELINE EASEMENT

THIS GRANT OF PIPELINE EASEMENT is made this 13th day of August, 2021, from David A. Veeder, of 2671 Turtle Head Peak Drive, Las Vegas, Nevada 89135, hereinafter referred to as "Grantor", to BRIDGER PIPELINE, LLC of 455 N. Poplar Street, P.O. Drawer 2360, Casper, Wyoming 82602, hereinafter referred to as "Grantee".

The undersigned Grantor, for and in consideration of the cash sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the Grantee, and to its successors and assigns, a crude oil pipeline easement to construct, repair, maintain, and remove a single crude oil pipeline with a nominal diameter of eight (8) inches, said easement to be 25 feet in width along and upon a route agreed to by Grantor and as shown in Exhibit A attached hereto, in, on, over, under or through the following described lands all located in McKenzie County, North Dakota:

Township 150 North, Range 95 and 96 East, of the Fifth Principal Meridian

See attached Exhibit A and Exhibit B

Together with the right of ingress and egress to and from said line for pipeline purposes.

The Grantor reserves all oil, gas, hydrocarbons, condensate, minerals, uranium, coal and any other minerals. Grantor further reserves all scoria, sand, gravel, and sand and gravel together with the right of ingress and egress to mine it. Finally, this grant does not include any right to install anything on or above the surface of the real property, except for required pipeline location markers. In the event, Grantee encounters scoria, sand, gravel, or sand and gravel during construction of the pipeline, then Grantee shall contact Grantor and either move the pipeline route as mutually agreed, or Grantee may purchase the material encountered by the pipeline at fair market value, which shall be \$11.00 per yard 2021 and 2022, or mine the scoria and place it aside for Grantor at a location agreed to by the Grantor.

This easement is for the placement of one (1) crude oil pipeline within this easement area, and the term of this easement shall be twenty-five (25) years from and after the date of this agreement. The easement hereby granted to the Grantee shall be a continuous strip of land seventy-five feet (75') in width during and until final construction of the pipeline(s) is completed

and, subsequent to construction, the easement shall be twenty-five feet (25') in width, the location of which has been agreed to by the parties hereto as described on Exhibit "A" attached hereto. Exhibit "A" may be supplemented with a final "as built" survey map, following actual construction of the pipeline. However, in no event shall the location of the pipeline materially change from the location shown on the attached Exhibit "A" without prior written consent of Grantor. Grantee agrees that the construction of the crude oil pipeline shall be completed within twenty-four (24) months or this easement shall be null and void.

Grantee shall lay the pipe such that the top of the pipe is not less than four feet (48 inches) beneath the surface. Grantee shall construct temporary gates or fences on the property as necessary to maintain safe operations and protect Grantor's property. Grantee will replace any fence removed or damaged by Grantee on the property with permanent fencing of a reasonably similar character and type within a reasonable amount of time after the termination of Grantee's construction operations for the pipeline on the property. Grantee shall remove all debris, pick rocks brought to the surface, replace topsoil to as near preconstruction condition as possible, compact trenches and cultivate the disturbed area. Grantee shall not engage in pipeline construction activities at any time when the ground is frozen to a depth of three (3) inches or more.

Grantee shall return the surface of the property to a condition similar to its original condition within a reasonable time after completion of all construction and associated activities for the pipeline on the property. Grantee agrees to level and restore any surface lands on the property which have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction of the pipeline. Grantee shall re-seed or otherwise restore the right-of-way and easement on the property within a reasonable amount of time after the termination of Grantee's construction operations for the pipeline. Additionally, Grantee's surface restoration for the property as set forth in this paragraph shall include noxious weed control.

Grantee shall have the right to use, enjoy, cultivate, and occupy the property for any purpose consistent with this Grant and any other rights herein granted, and which will not interfere with or endanger Grantee's pipeline or related fixtures or the use thereof.

Grantor represents and warrants title to the surface estate of the easement, that the easement is not encumbered by any lien that would preclude the granting of the easement described herein, and that Grantor has full authority to grant this pipeline easement, all subject to the reservations set forth above including attorney's fees and costs, as set forth herein.

Grantee shall indemnify and hold Grantor harmless from any claims or damages resulting from Grantee's, and/or assigns, activities and operations within the easement, including but not limited to, any and all environmental damage which Grantee or its assigns may cause. Grantee warrants that it is qualified to construct, reconstruct, maintain and operate crude oil pipelines in a manner so as to comply with all environmental rules, regulations and laws, and industry standards which are applicable to crude oil pipelines.

Grantee recognizes that Grantor has previously granted various easements for pipelines, tank farms, and utilities to third parties, and Grantee agrees to use this easement in such a manner as to avoid interference with the use of any other such easement, and in cooperation with all other easement Grantees on the above described lands.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, personal representatives, successors, and assigns. This Grant cannot be modified, except in writing signed by the Grantor and Grantee.

This Grant shall be governed by and constructed in accordance with the laws of the State of North Dakota.

Grantee shall pay any damages of whatever kind and nature which may be caused to Grantor from the exercise by Grantee or its assigns of the rights herein granted. Grantee shall install, maintain and operate the crude oil pipeline in accordance with all applicable governmental laws and regulations, and shall be fully responsible for safe pipeline operation at all times. Grantee has represented to Grantor that Grantee is competent to safely construct, reconstruct, maintain and operate said pipeline as part of the consideration for the grant of this easement.

TO HAVE AND TO HOLD said easement, unto Grantee and its successors and assigns, for the terms set forth above. In the event said easement for the crude oil pipeline is no longer in use prior to the end of term, then said abandonment of the pipeline use shall cause this easement to terminate within one (1) year of abandonment. Upon abandonment, Grantee shall remove said crude oil pipeline from the ground and dispose of it in accordance with applicable laws.

DATED this 13th day of August 2021.

GRANTOR:

David A. Veeder

DAVID A. VEEDER

GRANTEE:

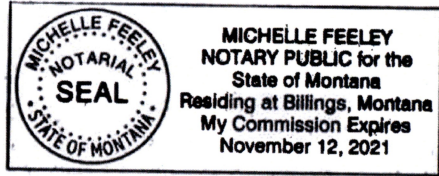
Bridger Pipeline, LLC by

Its Member

H.A. Tad True *tu*

By: H.A. Tad True

Title: Member



STATE OF MONTANA)
)
:SS
County of Yellowstone)

On this 13th day of August, 2021, before me, a notary Public for the State of Montana, personally appeared DAVID A. VEEDER, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

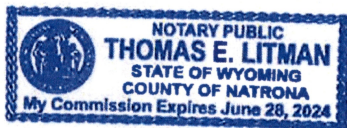
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the date first above written.

Name: Michelle Feeley
Printed Name: Michelle Feeley
Notary Public for the State of Montana
Residing in Billings MT
My Commission expires: November 12, 2021

STATE OF WYOMING)
)
:SS
County of NATRONA)

On this 30th day of August, 2021, before me, a notary Public for the State of Montana, personally appeared H.A. TAD TRUE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the date first above written.



Name: Thomas E. Litman
Printed Name: Thomas E. Litman
Notary Public for the State of Wyoming
Residing in Natrona County
My Commission expires: 6-28-24

Utility Company, as noted on reverse hereinafter referred to as "Utility Company", having requested permission from McKenzie County, a political subdivision of the State of North Dakota, to cross an existing road, run within its right-of-way easement, or section line with a buried or overhead transmission facility designed to carry or conduct oil, gas, water, electricity, telephone or any other substance or service whatsoever, and McKenzie County having considered the request does grant consent to cross the existing road or section line, or run within its right-of-way or easement as noted on reverse, upon the terms and conditions herein stated.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe. Utility company is responsible for restoring and reclaiming any land used for temporary or permanent utilities to their original condition.
2. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that is the fault of the utility company. Furthermore, utility company agrees to indemnify and hold harmless McKenzie County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against McKenzie County on account of the activities conducted by the utility company in crossing any existing road or section line.
3. When the utility company crosses an existing road or section line, or places a line parallel to the road in the right-of-way, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the temporary or permanent utility facility should McKenzie County deem it necessary or advisable in its sole discretion. Roads may be built on the section line or off the section line as allowed by North Dakota law. Should the utility company fail to take the necessary steps to relocate or reconstruct its permanent or temporary utility facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by McKenzie County in moving, relocating, or reconstructing the utility facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off of the section line as allowed by North Dakota Law.
4. The buried or overhead transmission facility to be installed by the utility company in crossing any existing road shall, at a minimum, comply with the following engineering standards:
 - i) Pipe shall be cased or heavy wall pipe used.
 - ii) All overhead powerlines crossing over public streets, roads, and non-residential driveways with truck traffic must maintain a minimum height of 18ft.
 - iii) All bores under county roads must be approved by the Road and Bridge Department.
 - iv) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - v) All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - vi) Vent pipes must be outside existing right-of-way lines.
 - vii) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix approved by the Road and Bridge Department
 - viii) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
 - ix) The Company's plan to bury a transmission facility filed with the County Engineer must show, at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - x) The Company's plan must be submitted to the Office of the County Engineer for review at least two (2) weeks prior to the commencement of the project.
5. Any crossing installed by trenching or plowing in may be no more than eight (8) inches in width. The Company will apply surfacing materials and compact the site, returning it as close as possible to the original compaction. The Utility Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored. All road trenching and reconstruction shall be inspected and approved by the Road and Bridge Department.
6. Temporary utility lines that are parallel to a county maintained road must exist outside the clear zone. The clear zone on a gravel road is 10 feet from the outside edge of the shoulder of the road. The clear zone on a paved road is 14 feet from the outside edge of the shoulder of the road. Applicants are required to permit temporary lines that parallel a county maintained road, pass through culverts or cattle guards, as well as cross section lines.
7. Application fees are non-refundable. When a permit is requested the fee that is distributed by the Road and Bridge Department is considered the application fee. If the utility is not implemented, the fee **MUST** still be paid. Accounts will not be credited for unused or expired permits. Any refunds will be at the discretion of the Road and Bridge Department.

8. Utility company must comply with all terms and conditions stated herein, with particular attention to the required engineering standards. McKenzie County shall give written notice to utility company in the event it believes the utility company has failed to meet any of the terms or conditions of the permit. Utility company representative shall meet with McKenzie County engineer or his representative within three (3) days of such notice (unless a longer time is requested by McKenzie County) to discuss and review the alleged violation of terms and conditions: if utility company agrees with McKenzie County that terms and conditions have been violated, utility company shall begin work within 24 hours (or such longer time as McKenzie County might allow) to correct such violations of terms and conditions and shall work diligently until such violations are corrected. If utility company fails to begin work timely or diligently to correct such violations, utility company shall be deemed to have failed to comply with the CONDITIONAL CONSENT. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried, overhead, or temporary transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same. If utility company disagrees with McKenzie that it is in violation of the terms and conditions as outlined in the permit, utility company shall nevertheless comply with the demands of McKenzie; but, if it is later determined that McKenzie County was in error in its position, McKenzie County will reimburse utility company for its costs in complying with McKenzie County's demands.

For purposes of this permit "highway right-of-way" shall mean the highway right-of-way as it exists on the date of execution of this permit and shall also include that area within seventy-five feet of the center of the highway right-of-way over which the Board of McKenzie County Commission has control pursuant to North Dakota Century Code Section 24-01-42

AUTHORIZED AGENT OF THE UTILITY COMPANY

I, the undersigned, being an authorized agent of the Utility Company described in the above, do hereby agree on behalf of the Utility Company that all terms and conditions listed on the reverse will be complied with, and any assignment of this utility facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Signature: James Hognaris Date: 9/10/21

* PLEASE NOTE*

Permanent utility applications are valid for one year upon approval. After one year the applicant must re-apply for the permit.

Temporary utility applications are valid for 180 days upon approval. After 180 days, the applicant must re-apply for the permit.

