

Authorization ID: MCK19031  
Contact ID: BRIDGER PIPELINE, L.L.C.  
Expiration Date: 12/31/2024  
Use Code: 631

FS-2700-4 (03/17)  
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE**

**SPECIAL USE PERMIT**

**Authority: MINERAL LEASING ACT, AS AMENDED February 25, 1920  
(Ref.: FSH 2709.11, section 41.53)**

**BRIDGER PIPELINE, L.L.C.** P. O. Drawer 2360, Casper, WY 82602-2360 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the Dakota Prairie Grasslands or the McKenzie Ranger District of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers 113.64 acres and 18.75 miles, or 99,000 feet, as shown on the attached Exhibit A. This permit is subject to the terms and conditions set out below and attached Exhibits A thru C and is issued for the purpose of construction of a crude oil pipeline.

**TERMS AND CONDITIONS**

**I. GENERAL TERMS**

**A. AUTHORITY.** This permit is issued pursuant to authorities enumerated at 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

**C. TERM.** This permit shall expire at midnight on 12/31/2024.

**D. CONTINUATION OF USE AND OCCUPANCY.** This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

**E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

**F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**G. NON-EXCLUSIVE USE.** The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

**H. ASSIGNABILITY.** This permit is not assignable or transferable.

#### **I. CHANGE IN CONTROL OF THE BUSINESS ENTITY.**

1. Notification of Change in Control. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated.

a. In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

b. In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

c. In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. Effect of Change in Control. Any change in control of the business entity as defined in paragraph 1 of this clause shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

#### **II. IMPROVEMENTS**

**A. LIMITATIONS ON USE.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

**B. PLANS.** All plans for development, layout or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

#### **III. OPERATIONS.**

**A. PERIOD OF USE.** Use or occupancy of the permit area shall be exercised at least 365 days each year.

**B. CONDITION OF OPERATIONS.** The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

**C. MONITORING BY THE FOREST SERVICE.** The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

#### **IV. RIGHTS AND LIABILITIES**

**A. LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 251, Subpart C, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

**B. VALID EXISTING RIGHTS.** This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

**C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

**D. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

**E. RISK OF LOSS.** The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

**F. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs and damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources resulting from the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.J.

2. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

**G. HEALTH AND SAFETY.** The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents.

The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

#### **H. ENVIRONMENTAL PROTECTION.**

1. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

2. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

**I. INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment.

The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

**J. BONDING.** The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

1. As a further guarantee of compliance with the terms and conditions of this permit, the holder shall deliver and maintain a surety bond or other acceptable security, such as cash deposited and maintained in a federal depository or negotiable securities of the United States, in the amount of NA for (bond may be required at a later date). The authorized officer may periodically evaluate the adequacy of the bond or other security and increase or decrease the amount as appropriate. If the bond or other security becomes unsatisfactory to the authorized officer, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the authorized officer.

If the holder fails to meet any of the requirements secured under this clause, money deposited pursuant to this clause shall be retained by the United States to the extent necessary to satisfy the obligations secured under this clause, without prejudice to any other rights and remedies of the United States.

2. The bond shall be released or other security returned 30 days after (a) the authorized officer certifies that the obligations covered by the bond or other security are met and (b) the holder establishes to the satisfaction of the authorized officer that all claims for labor and material for the secured obligations have been paid or released.

3. Prior to undertaking additional construction or alteration not covered by the bond or other security, or when the authorized improvements are to be removed and the permit area restored the holder may be required to obtain additional bonding or security.

**K. STRICT LIABILITY.** The holder shall be strictly liable (liable without proof of negligence) to the United States for \$1 million per occurrence for any injury, loss, or damage arising in tort under this permit. Liability in tort for injury, loss, or damage to the United States exceeding the prescribed amount of strict liability in tort shall be determined under the law of negligence.

**L. LOSS OF AUTHORIZED IMPROVEMENTS.** If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

**M. HEALTH AND SAFETY.** The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

#### **N. ENVIRONMENTAL PROTECTION.**

1. For purposes of clause IV.G and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

2. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit that causes or threatens to cause harm to the environment, including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources..

## **V. RESOURCE PROTECTION**

**A. COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

**B. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

### **C. PESTICIDE USE.**

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service

**D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave these discoveries intact and in place until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.

**E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION (NAGPRA).** In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

**F. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.**

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

**G. CONSENT TO STORE HAZARDOUS MATERIALS.** The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

**H. CLEANUP AND REMEDIATION**

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

## **VI. LAND USE FEE AND ACCOUNTING ISSUES**

**A. MODIFICATION OF THE LAND USE FEE.** The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

### **B. FEE PAYMENT ISSUES.**

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Fees. Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

### 3. Late Payments.

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

## **VII. REVOCATION, SUSPENSION, AND TERMINATION**

**A. REVOCATION AND SUSPENSION.** The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.

2. For noncompliance with the terms of this permit.

3. For abandonment or other failure of the holder to exercise the privileges granted.

4. With the consent of the holder.

5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VI.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

**B. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

**C. APPEALS AND REMEDIES.** Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

**D. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

**E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT.** Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

### **VIII. MISCELLANEOUS PROVISIONS**

**A. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

**B. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

**C. SUPERIOR CLAUSES.** If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

**D. OIL, GAS AND RELATED MATERIALS PIPELINE STANDARDS (R1-C2).** Related mechanical facilities such as pumps, pump stations, and tanks shall be designed, constructed, operated, and maintained in accordance with safe and proven engineering practice, and meet or exceed recognized engineering standards for the type of facility.

**E. PIPELINE CERTIFICATION REQUIREMENTS (R1-C3).** Pipeline and related mechanical facilities herein authorized shall be designed, constructed, operated, and maintained under the supervision of, and certified by, a qualified professional engineer licensed in the State in which the project is located. Operation of pipelines or related mechanical facilities is not authorized until the holder has furnished to the Forest Service written certification, by the qualified professional engineer who inspected construction, that the pipeline and related mechanical facilities have been constructed in accordance with the standards identified in clause K and the Forest Service has issued written operating approval.

**F. NOXIOUS WEED/EXOTIC PLANT PREVENTION AND CONTROL (R1-D4).** The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants of concern on the area authorized by this authorization and shall provide prevention and control measures prescribed by the Forest Service. Noxious weeds/exotic plants of concern are defined as those species recognized by (county weed authority/national forest) in which the authorized use is located.

The holder shall also be responsible for prevention and control of noxious weed/exotic plant infestations which are not within the authorized area, but which are determined by the Forest Service to have originated with the authorized area.

When determined to be necessary by the authorized officer, the holder shall develop a site-specific plan for noxious weed/exotic plant prevention and control. Such plan shall be subject to Forest Service approval.

Upon Forest service approval, the noxious weed/exotic plant prevention and control plan shall become a part of this authorization, and its provisions shall be enforceable under the terms of this authorization.

**G. CONFLICTS WITH NATIONAL FOREST MANAGEMENT (R1-E3).** This special use authorization does not convey exclusive rights, privileges, use or control of National Forest System lands. When, upon the authorized officer's written notice that the authorized use will or does conflict with National Forest management practices and activities, it shall be the holder's sole responsibility to modify the use. Modifications shall be approved in advance by the Forest Service and completed in a reasonable and timely fashion. The holder's inability or unwillingness to institute acceptable and timely modification shall be cause to either suspend or revoke this authorization; whichever action is deemed by the authorized officer as the more appropriate.

**H. FOREST SERVICE REPRESENTATIVE (R1-X16).** The District Ranger, McKenzie Ranger District, Telephone No. (701) 842-8500, is responsible for administering this special-use authorization. The holder should contact the District Ranger regarding any questions concerning the occupancy and use authorized and the provisions of this authorization.

**I. INFORMATION FROM HOLDERS (R1-X17).** As a condition of this authorization, the holder is responsible for providing the authorized officer with any information in possession necessary for determining annual rental fees, ownership, or other matters concerning the administration of the authorized use by the Forest Service.

Regarding the submission of such information, the holder understands that it is a crime for any person to knowingly and willfully make false, fictitious, or fraudulent statements to matters under the jurisdiction of the United States Government (Title 18, U.S.C. Section 1001).

**J. WIDTH OF RIGHT-OF-WAY (OILAND GAS PIPELINE) (C23).** The width of the right-of-way is limited to 50 feet including the ground occupied by the pipeline.

**K. STANDARDS AND PRACTICES – PIPELINES, OIL AND GAS TRANSMISSION (C24).** All designs, materials, construction, operation, maintenance, and termination practices employed in connection with this use shall be in accordance with safe and proven engineering practices and shall meet or exceed the following standards:

1. U.S.A. Standard Code for Pressure Piping, ANSI B 31.4, "Liquid Petroleum Transportation Piping System."
2. Department of Transportation Regulations, 49 CFR part 195, "Transportation of Hazardous Liquids by Pipeline."

**L. SURVEYS, LAND CORNERS (D4).** The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges permitted by this authorization, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service. Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

**M. GROUND SURFACE PROTECTION AND RESTORATION (D9).** The holder shall be responsible for prevention and control of soil erosion and gulying on lands covered by this authorization and adjacent thereto, resulting from construction, operation, maintenance, and termination of the authorized use.

The holder shall so construct permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. The holder shall revegetate or otherwise stabilize all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use and shall construct and maintain necessary preventive measures to supplement the vegetation.

**N. OIL AND GAS PIPELINE AUTHORIZATION (E7).**

A. REVOCATION AND SUSPENSION. The Authorized Officer may revoke or suspend this authorization in whole or in part:

1. For noncompliance with applicable Federal, State, or local laws and regulations, other than common carrier provisions in 30 U.S.C. § 185(r), which are enforced by the Secretary of the Interior.
2. For noncompliance with the terms of this authorization, other than common carrier provisions in clause VII.C, which are enforced by the Secretary of the Interior.
3. For abandonment of the right-of-way. Failure of the holder to use the right-of-way for a continuous 2-year period shall constitute a rebuttable presumption of abandonment of the right-of-way.

Prior to revocation or suspension under this clause, other than immediate suspension under clause VII.B, the Authorized Officer or, for common carrier provisions, the Secretary of the Interior, shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, not to exceed 90 days, to resume use of the right-of-way or to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The Authorized Officer may immediately suspend this authorization in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the Authorized Officers supervisor of the adverse conditions prompting the suspension. The Authorized Officers supervisor shall grant this request within 48 hours. Following the on-site review, the Authorized Officers supervisor shall promptly affirm, modify, or cancel the

C. COMMON CARRIER OBLIGATIONS.

1. Pipelines and related facilities covered by this authorization shall be constructed, operated, and maintained as common carriers. The holder shall accept, convey, transport, or purchase without discrimination all oil or gas delivered to those pipelines without regard to whether the oil or gas was produced from Federal or non-Federal lands.
2. Whenever the Secretary of the Interior has reason to believe that the holder is not operating any oil or gas pipeline in complete accord with its obligations as a common carrier, the Secretary of the Interior may request the Attorney General to prosecute an appropriate proceeding before the Secretary of Energy or Federal Energy Regulatory Commission or any appropriate state agency or Federal district court for the district in which the pipeline or any part of it is located to enforce the holders common carrier obligations or to impose any penalty provided for noncompliance with those obligations, or the Secretary of the Interior may suspend or revoke this authorization pursuant to clause VII.A.

3. In the case of oil and gas produced from Federal lands or from resources on Federal lands in the vicinity of the pipelines covered by this authorization, the Secretary of the Interior may, after notice to the interested parties, a full hearing, and proper finding of facts, determine the proportionate amounts of oil and gas to be accepted, conveyed, transported, or purchased.

4. The common carrier provisions in clause VII.C shall not apply to any natural gas pipeline covered by this authorization that is operated by any person subject to regulation under the Natural Gas Act, 15 U.S.C. 717 et seq., or by any public utility subject to regulation by a State or municipal regulatory agency with jurisdiction to regulate the rates and charges for the sale of natural gas to consumers in that State or municipality.

5. Where natural gas not subject to state regulatory or conservation laws governing its purchase by pipelines is offered for sale, pipelines covered by this authorization shall purchase without discrimination any such natural gas produced in the vicinity of those pipelines.

**P. CRUDE OIL PIPELINES (X1).** Any domestically produced crude oil transported by the permitted pipeline, except such crude oil which is either exchanged in similar quantity for convenience or increased efficiency of transportation with persons or the government of an adjacent foreign state, or which is temporarily exported for convenience or increased efficiency of transportation across parts of an adjacent foreign state and reenters the United States, shall be subject to all of the limitations and licensing requirements of the Export Administration Act of 1969 (Act of December 30, 1969; 83 Stat. 841). In addition, before any crude oil subject to this section may be exported under the limitation and licensing requirements and penalty and enforcement provisions of the Export Administration Act, the President must make and publish and express finding that such exports will not diminish the total quantity or quality of petroleum available to the United States, is in the national interest, and is in accord with the provisions of the Export Administration Act.

**Q. IMPROVEMENT RELOCATION (X33).** This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the authorized officer.

**R. SUBLEASING (X42).** The holder may sublease the use of land and improvements covered under this authorization and the operation of concessions and facilities authorized upon prior written approval of the authorized officer. The Forest Service reserves the right to disapprove subleases. In any circumstance, only those facilities and activities permitted by this authorization may be supplied. The holder shall continue to be responsible for compliance with all conditions of this authorization by persons to whom such premises may be sublet. The holder may not sublease direct management responsibility without prior written approval by the authorized officer.

**S. CORPORATION STATUS NOTIFICATION (X46).** The holder shall furnish the authorized officer with the names and addresses of shareholders owning three (3) percent or more of the shares, and number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote. In addition, the holder shall notify the authorized officer within fifteen (15) days of the following changes:

1. Names of officers appointed or terminated.
2. Names of stockholders who acquire stock shares causing their ownership to exceed 50 percent of shares issued or who otherwise acquire controlling interest in the corporation.
3. A copy of the articles of incorporation and bylaws.
4. An authenticated copy of a resolution of the board of directors specifically authorizing a certain individual or individuals to represent the holder in dealing with the Forest Service.
5. A list of officers and directors of the corporation and their addresses.

6. Upon request, a certified list of stockholders and amount of stock owned by each.

7. The authorized officer may, when necessary, require the holder to furnish additional information as set forth in 36 CFR 251.54 (e)(1)(iv).

This permit is accepted subject to the conditions set out above.

HOLDER: BRIDGER PIPELINE, L.L.C.	U.S. DEPARTMENT OF AGRICULTURE Forest Service
<i>H.A. Tad True - Member</i>	
NAME AND TITLE OF AUTHORIZED HOLDER	
<i>[Signature]</i>	
SIGNATURE	LUCAS GRAF, McKenzie District Ranger, For BEN SOUTH Dakota Prairie Grasslands Supervisor
Date: <i>2/28/2022</i>	Date: _____

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



**EXHIBIT B1**  
**STIPULATIONS FOR SPECIAL USE PERMIT**

1. Dust abatement using freshwater on the roads and ROW would be utilized to minimize impacts to air quality when necessary.
2. No construction would occur from March 1 to June 15 within 1 mile (line-of-sight) of active grouse leks. Bridger would cease, delay, or modify construction hours within 1-mile line-of-sight of a lek if it is found or observed active prior to construction. If grouse leks are determined to be active, no activity would occur within ½ mile of the active nest(s) between March 1 to June 15.
3. If project activities are scheduled to occur during February 1 to July 31, a raptor nest survey would be completed prior to construction to confirm that the nest is not active. If any raptor nests are determined to be active, no activity would occur within ½ mile of the active nest(s) between February 1 to July 31.
4. There would be no construction from April 1 through July 15 within 1 mile (line-of-sight) of LRMP Management Area 3.51 and 3.51a or within 1 mile (line-of-sight) of North Dakota Game and Fish designated critical lambing habitats.
5. All equipment maintenance, repairs, and refueling would be performed in upland locations at least 100-feet from all water bodies and wetlands. All equipment would be parked overnight at least 100-feet from a watercourse or wetland. Equipment would not be washed with water draining into wetlands or streams. Spills of fuel and other hazardous materials would be cleaned-up immediately and would be disposed of in accordance with applicable laws and regulations. Each construction and cleanup crew would have on site sufficient tools and materials to stop leaks including supplies of absorbent and barrier materials that would allow for rapid containment and recovery of spilled materials.
6. The edge of the approved construction right-of-way must be silt-fenced (or FS pre-approved staking/fencing) at, and adjacent to, known cultural resources that are eligible for or potentially eligible for inclusion on the National Register of Historic Places (NRHP), or that have yet to be evaluated for inclusion on the NRHP to limit construction work and related travel and to avoid and protect all known area resource sites. A professional archaeological monitor is required to be on site during ground disturbing activities on FS lands.
7. Vehicles and equipment used for construction would be cleaned prior to entering USFS lands to remove all seeds and plant propagules (seeds and vegetative parts they may sprout) to prevent the potential spread of noxious weeds and invasive species.
8. Noxious weeds may be treated by chemical or mechanical means pre- and post-construction outside of the dates that may impact the Dakota skipper (June 10 to July 25) with the approval of the USFS.
9. No herbicide would be sprayed from June 1 to July 31 annually, and only spot spraying of noxious and invasive weeds would be completed. Herbicide type and spot spray application would be completed according to label directions (i.e., concentrations, timing, weather conditions) with the intent to avoid drift to high quality and potential Dakota skipper habitat.
10. Any North Dakota state-listed or McKenzie County-listed noxious weeds need to be controlled, if found on reclamation sites and in compliance of the 2007 DPG Weed Environmental Impact Statement.
11. Bridger shall immediately bring to the attention of the USFS any vertebrate paleontological resources discovered as a result of construction efforts and shall leave such discoveries intact until directed to proceed by the USFS.
12. Wetlands and stream impacts would be avoided via HDD. Upland drainage crossings would be installed as per USFS specifications.

**EXHIBIT B1**  
**STIPULATIONS FOR SPECIAL USE PERMIT**

13. No construction activities or ground disturbing reclamation activities would be allowed between June 10 and July 25 during the flight period of adult Dakota skipper.
14. All identified Dakota skipper habitat would be temporarily fenced and flagged to avoid impacts to suitable habitat from construction.
15. If a whooping crane is sighted within one mile of the Project area while it is under construction, work shall cease. The USFWS and USFS would be contacted immediately. In coordination with the USFWS, work may resume after the bird(s) leave the area.
16. No trees 3-inch diameter breast height or greater would be removed from April 1 through September 30.
17. Airborne dust would be reduced utilizing freshwater during Project construction on all construction locations, including any additional haul roads and access roads whenever needed and/or as determined by the USFS.
18. Prior to any ground disturbance, in accordance with North Dakota One Call, the contractor would identify all underground utilities to minimize the risk of damaging any buried utility lines.
19. Range features crossed such as fences would be repaired, and water pipelines would be crossed via HDD.
20. Range waterlines would need to be located, marked, and, if crossed, fixed in a timely fashion to ensure an adequate water supply to livestock remains in place.
21. In pastures where livestock are actively grazing, the pipeline's trench and spoil piles would be fenced off with short-term barriers from livestock but ensuring access to fresh water sources.
22. Bridger would notify and work with the USFS to ensure proper reclamation efforts are conducted such as temporary fencing enclosures to allow new plantings to establish.
23. Scenario #13 seed mix is recommended for any reclamation.

**EXHIBIT B**  
**Construction, Maintenance, & Reclamation Stipulations**  
**For**  
**Commercial & Noncommercial Pipelines**  
**Including Related Facilities**

These stipulations are included as a basis for control of construction, reclamation, operation, and maintenance of the pipeline right-of-way and related facilities. These controls are within the constraints of the 2001 Northern Great Plains Final Environmental Impact Statement and the Dakota Prairie Grasslands Land and Resource Management Plan and associated Record of Decision signed July 31, 2002.

**Definitions Applicable To This Authorization**

Holder: is defined as the Permittee (permit holder), and their representatives, employees, workers, contractors, and subcontractors.

Right-of-way: Land authorized to be used or occupied for the construction, operation, maintenance, and termination of a project or facility passing, over, upon, under, or through such land.

**01. Operations**

**A. Area of Operations:** The Area of Operations is the permitted right-of-way (ROW), which is fifty (50) feet wide.

**B. Subleasing, Requirements:** The holder, in the exercise of the privileges granted by this permit, shall require that employees, sublessees, contractors, subcontractors, or renters and their employees comply with all applicable conditions of this permit and that the conditions of this permit be made a part of all subleases, contracts, subcontracts, or rental agreements. This clause shall not be construed as authorizing such subleases, contracts, subcontracts, or rental agreements unless specifically authorized elsewhere in the permit.

**C. Subsistence, Local Residents.** The holder shall use care not to damage any fish, wildlife, or biotic resources in the general area of the right-of-way upon which persons living in the area rely for subsistence purposes; and the holder will comply promptly with all requirements and orders of the authorized officer to protect the interests of such persons.

**D. Pre-work Meeting(s):** The pre-work meeting shall be held prior to any ground disturbing activities and after One Call is completed (Reference stipulation 02 A, below). Attendees will include, at minimum, the Holder or their authorized representative, the dirt contractor, and the authorized Forest Service officer. The Holder is responsible for scheduling and holding this meeting in a timely manner sufficient for resolving any potential problems prior to actual disturbance. A minimum 48-hour advance notice is required. The Forest Service shall be notified in the event the established starting date is changed. The Forest Service will then determine if another pre-work conference is necessary.

**Post Pre-work Delays:** The Holder must notify the Forest Service forty-eight (48) hours prior to commencing operations or resuming operations following any temporary cessation, delay, or down time in which seven or more days has elapsed.

**02. Facilities (Equipment & Accessories)**

**A. Existing Facilities & Improvements:** The Holder shall protect, in place, all existing facilities and/or improvements; underground flowlines, pipelines, electric lines (overhead and underground), etc.; and shall repair or replace any damage as a result of actions or operations from this permit. One Call is required prior to any project activities. When construction or maintenance of a line and/or related facilities occurs within an existing right-of-way, it is the Holder's responsibility to notify the other Holder of any easement, project work agreement, special use permit or encroachment permit on the affected portion of the line.

**B. Excessive Facilities or Materials:** Facilities and/or materials not approved in the permit and located within the permitted area are excessive facilities and/or materials and shall be promptly removed.

**C. Condition & Maintenance:** All facilities and associated accessories shall be functional and maintained to prevent resource damage or shall be promptly removed.

**03. Off Road Vehicle Travel:** Off road vehicle travel is not allowed unless approved in writing by the District Ranger.

**04. Pesticide(s):** Pesticide to control insects and rodents will not be used without the prior written approval of the District Ranger.

**05. Pipelines:**

**A. Construction:** The starting and ending points, the center line location, and all designed sections will be construction staked prior to the pre-work field meeting to ensure compliance with the survey and design. Construction right-of-way width shall not exceed fifty (50) feet.

All lines shall be installed ten (10) feet from existing lines unless otherwise authorized by the Forest Service due to topographic or spacing constraints, and will be buried at a minimum depth of four (4) feet below the surface.

Non-ferrous pipe that is not encased must have an electrically conductive wire or other means of locating the pipe while it is underground.

Any noxious weeds found within the right-of-way should be chemically treated at least two(2) weeks prior to construction if construction takes place during the growing season.

Topsoil shall not be stripped from the general construction ROW. Topsoil shall be stripped from areas requiring excavation for a level working surface, such as side slopes and creek crossings. All excavated topsoil shall be protected to reduce potential mixing with subsoil material. Excavated topsoil infested with noxious weeds or exotic species shall be stored separately from other topsoil and periodically treated with herbicides if sprouting of either is detected. Stockpiled topsoil will be replaced and evenly spread over exposed subsoil to the extent practicable.

Obtain borrow materials from certified weed free sites. Borrow materials must come from pits or sites that have been inspected and certified as weed free sites by the McKenzie County Weed Board, and approved by the Forest Service prior to use.

All vehicles and equipment used in this project will be cleaned with a high pressure hose prior to entering the NFS lands to prevent the spread of noxious weeds. Likewise, all equipment must be cleaned prior to leaving the project site if operating within infested areas. Remove all mud, dirt, and plant parts from all equipment before moving into the project area. This does not apply to service vehicles that will stay on the roadway, traveling frequently in and out of the project area.

The ROW disturbed during construction will be restored to near preconstruction conditions immediately following the construction. Reseed disturbed upland areas with the approved Forest Service seed mix immediately after construction to reduce erosion. Minimize vegetation disturbance to reduce impacts to suitable sensitive species habitat and native vegetation communities in general, and also to reduce spread of invasive species.

**B. Erosion Control:** The Holder shall prevent and control soil erosion and landslides by taking prompt action to stabilize and establish vegetation on eroded or washed areas.

The checked (✓ or X) reference sections are the erosion, runoff, and sediment controls that will apply to this permit and shall be incorporated into all pipeline construction, operation, and maintenance as applicable and determined by the Forest Service.

Control #	OPERATIONAL AREAS				
	#1 Facility Construction	#2 Road Construction	#3 Pipeline Flowline Construction	#4 Facility Reclamation	#5 Road/Line Reclamation
E1. Geotextiles	X	X	X	X	X
E2. Gradient Terraces	X				
E3. Mulching		X	X	X	X
E4. Riprap	X	X		X	X
E5. Seeding	X	X	X	X	X
E6. Soil Roughening			X	X	X
E7. Chemical Stabilization					
E8. Dust Control					
R1. Check Dams	X	X		X	
R2. Fiber Rolls	X	X	X	X	X
R3. Grass Lined Channels		X		X	
R4. Permanent Slope Diversions & Waterbars			X	X	X
R5. Temporary Diversion Dikes	X				
S1. Brush Bales			X	X	X
S2. Compost Filter Socks		X	X	X	X
S3. Sediment Traps	X			X	X
S4. Silt Fences	X	X	X	X	X
S5. Straw Bales				X	

During construction, when areas of the line need to be leveled for equipment and safety, the cut and fill ratios will be as follows:

Slopes	Fill	Cut
3:1	< 4 feet (1.3 meters)	< 10 feet (3 meters)
2:1	> 4 feet (1.3 meters)	10-20 feet (3-6 meters)
< 2:1	Forest Service Approval	Forest Service Approval

Abnormal situations, such as exceptionally difficult terrain, will take special considerations to be approved in writing by the District Ranger.

**Contouring:** All earth cut or fill slopes favorable to vegetation or other areas on which ground cover is destroyed in the course of construction, reconstruction, or heavy maintenance will be reclaimed and revegetated. All slopes and contours will be shaped and smoothed near the original contour. Care will be taken to eliminate all potential concentrations of water on the disturbed area.

**Water Bars:** After contouring, water bars will be constructed at approximately the following intervals:

% Slope	Water Bar Intervals - Feet
0-2	200
2-4	100
4-5	75
+5	50

- When utility lines are laid vertically down a slope, adjacent water bars should spill water to the opposite sides of the disturbed area to avoid concentration of water.
- All water bars should extend at least 5 feet beyond the disturbed area.
- Water bars should not be constructed in locations that will cause water to drain on fill slopes.

**C. Valves & Risers:** Installation, replacement, and/or removal of valves and risers shall be approved in writing by the Forest Service prior to ground disturbance. All entry points on any culvert riser or wood structure, which allow human access to a buried line or valve(s), shall be kept closed.

**D. Line Markers:** Markers shall be installed over each line where it is necessary to indicate the presence of a line at a road, highway, railroad, fenceline, property boundary, and stream crossings, along the remainder of the line at locations where there is a probability of damage or interference, and in sufficient numbers along the remainder of the buried line so that the line location and direction is adequately known. Markers shall be maintained so that they can be easily read and are not obscured.

Markers shall include the following information in letters a minimum of one (1) inch high and one quarter inch wide: 1) the word "Warning", "Caution", or "Danger"; and 2) "Name of product transported Pipeline"; 3) Name of the Operating Company; and 4) Emergency phone number including area code where the operating company can be reached.

**E. Weather:** All construction activities are subject to immediate suspension during periods of wet weather. The normal wet season in this area is from March 1 to June 1. No construction will be allowed between these dates without the Forest Service's approval.

During below-freezing weather, when the topsoil and subsoil are frozen solid, all construction activities will be suspended immediately unless approval to proceed has been granted by the District Ranger. If winter construction is approved, additional stipulations will be in effect which will be provided to the company by the Forest Service. Snow and/or ice will not be incorporated into the trench.

**F. Cattle:** A minimum of two (2) pass-throughs for every mile of open trench to allow cattle access to either side of the line will be provided during construction.

**G. Completion & Final Inspection:** The holder will contact the Forest Service when the construction activity is completed. The Forest Service will then make a final inspection and document its acceptance or will identify the specific items, which do not meet acceptable standards.

**H. Maintenance:** The Holder is responsible for maintaining all lines so as to prevent and/or repair settling, washouts, erosion, and loss of vegetative cover. The borrowing of fill or replacement materials from National Forest System lands is not allowed.

**I. Abandonment:** Prior to abandonment of any pipeline or related facility, the Holder shall notify the Forest Service of the need for abandonment and shall provide an Abandonment Plan, which specifies how the Holder intends to flush and/or purge the line of all products, intends to cap or seal the line, plans for removal of all surface facilities, and plans for reclamation of all disturbed areas. The Holder shall be responsible for any environmental review required for the abandonment of any pipeline(s) and/or facilities and the payment of any costs of such environmental review. The Abandonment Plan shall be approved by the Forest Service prior to any abandonment work. Upon Forest Service acceptance of abandonment work and associated site reclamation, the Forest Service may remove abandoned-in-place pipe or related facilities right-of-way area from special use authorizations. However, Forest Service consent to the abandonment of pipeline and/or facilities in place shall not relieve the Holder of the obligation and/or costs to remove or to alter such pipeline and/or facilities in the future in the event that the Forest Service determines removal or alteration is necessary for the health and safety of the public or protection of National Forest System resources, in which case the Holder shall perform such work at no cost to the Forest Service. This provision shall survive the expiration, revocation or termination of this permit.

**06. As-Built Plats:** As-built survey plats will be submitted to the Forest Service upon completion of all pipelines prior to the work being accepted, and will be prepared as listed in Stipulation #13.

**07. Safety:** The Holder shall maintain structures, facilities, improvements, and equipment in a safe and neat manner and must take appropriate measures to protect the public from hazardous sites or conditions resulting from the operations.

The Holder shall take all measures necessary to protect the health and safety of all persons affected by its activities performed in connection with the construction, operation, maintenance, or termination of the right-of-way, and shall promptly abate as completely as possible any physical or mechanical procedure, activity, event, or condition, existing or occurring at any time: (1) that is susceptible to abatement by the holder, (2) which arises out of, or could adversely affect the construction, operation, maintenance, or termination of all or any part of the utility line, and (3) that causes or threatens to cause: (a) a hazard to the safety of workers or to public health or safety, or (b) serious and irreparable harm or damage to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, or their habitats, or any other natural resource). Holder shall immediately notify the authorized officer of all serious accidents, which occur in connection with such activities.

Activities associated with this permit shall not interrupt the free flow of traffic along any roads.

### **08. Seed Mixtures & Seeding**

**A. Mixtures:** Cultivars listed in the second column of the table below are preferred, but local seed collections grown for harvest are acceptable if performance and origin are certified or documented. All seed sources should be derived from local collections or a general area extending 300 miles north and 200 miles south of the area to be reclaimed, and within similar elevation and precipitation zones as western North Dakota, (ie from Jamestown on the east to Billings, MT on the west).

A local source for forbs is Prairies Diversified located in Bismarck, ND (Roger Rostvet, 701-258-0181). Other sources may be used, but they must be verified as local collections and not obtained from a distant source that is distributed by a local dealer. Copies of seed tags for all planted material must be submitted to the McKenzie Ranger District.

Planting is based on approximately 50 seed per square foot and/or 12-16 pounds Pure Live Seed (PLS) per acre. Divide desired pounds by percent PLS to derive total bulk pounds seeded for each species. Seeding depth should be one-half inch or less for drilled seed.

For broadcast seeding, multiply pounds of each species seeded by 1.5. Seed bed should be thoroughly worked and firm.

Best average seeding dates for cool and warm season mixes is May – June. Earlier or later (fall dormant) seeding is likely to result in poor establishment of warm season species and is therefore discouraged. Seed mix may need to be adjusted due to site characteristics and/or lack of available seed for some species. In the latter case, adjust species seeding rates by formulas above table to obtain approximately 50 seed per square foot and/or 12-16 lbs of PLS per acre for drilled seed and 18-24 lbs per acre for broadcast seeding. Call the McKenzie Ranger District if there are questions. McKenzie Ranger District: 701-842-2393.

Species	Preferred Cultivar, Ecotype, or Germplasm	Common Name	% of Mix	Number Seed per lb	Num Seed per ft <sup>2</sup>	Number seed per acre	Drilled PLS lb/ac
Cool Season Grasses: <i>Elymus canadensis</i> <i>Nassella viridula</i> <i>Pascopyrum smithii</i>	Mandan	Canada wildrye	0.15	115,000	7.5	326,700	2.8
	Lodorm	Green needlegrass	0.20	180,000	10.0	435,600	2.4
	Rodan	Western wheatgrass	0.25	112,000	12.5	544,500	4.9
Warm Season Grasses <i>Bouteloua gracilis</i> <i>Calamovilfa longifolia</i> <i>Schizachyrium scoparium</i>	Bad River	Blue grama	0.10	750,000	5.0	217,800	0.3
	Goshen	Prairie sandreed	0.10	275,000	5.0	217,800	0.8
	Badlands	Little bluestem	0.10	286,000	5.0	217,800	0.8
	Pierre	Sideoats grama	0.10	180,000	5.0	217,800	1.2
Alternate Warm Season (for one of above species) <i>Bouteloua curtipendula</i>							
Forbs <i>Dalea purpurea</i> OR <i>Dalea candida</i>	Local <sup>1</sup>	Purple prairieclover	0.04	290,000	1.8	78,408	0.25
	Antelope <sup>1</sup>	White prairieclover	0.04	278,000	1.8	78,408	0.3
<i>Helianthus pauciflorus</i> OR <i>Solidago rigida</i>	Bismarck <sup>1</sup>	Stiff sunflower	0.03	85,000	1.4	60,984	0.7
	Local <sup>1</sup>	Stiff goldenrod	0.03	656,000	1.4	60,984	0.1
<i>Echinacea angustifolia</i> OR <i>Ratibida columnifera</i>	Bismarck <sup>1</sup>	Purple coneflower	0.03	120,000	1.4	60,984	0.5
	Local <sup>1</sup>	Prairie coneflower	0.03	737,000	1.4	60,984	0.1
Totals			100%		49.6	13.4 Alternate forbs (12.5)	

**B. Report of Seeding & Certification:** The seed mixture shall be lab tested to identify the noxious and invasive weed seed present and certified weed free by the Seed Company. A copy of the certification including the purity and viability of the seed mix shall be supplied to the Forest Service prior to planting. Upon completion of the initial planting, and any additional plantings, a Report of Seeding (Stipulation #14) from the Holder or the seeding contractor shall be submitted to the Forest Service verifying that the seeding is completed.

**C. Mulches:** A variety of mulching techniques may be required on disturbed slopes to hold seed. These sites will be mulched using certified weed free clean straw or native grass hay. Mulching should not include native hay unless livestock have been excluded from the hayed site. Mulching must be approved by the Forest Service prior to any uses and shall meet Best Management Practices for Erosion Control, which includes E3 Mulches.

**D. Geotextiles:** Seed and soil blankets, known as erosion control fabric and/or other names, may be used to stabilize disturbed areas. Geotextiles must be approved by the Forest Service prior to any use and shall meet Best Management Practices for Erosion Control, which includes E1 Geotextiles.

**E. Fertilizers:** Fertilizers may be used with prior written approval from the District Ranger.

**09. Survey Monuments:** The Holder shall protect, in place, all public land survey monuments, private property corners, and Forest Service boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of their rights, depending on the type of monument destroyed, the Holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States", (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

## 10. Wastes

**A. Trash, Garbage, Junk, Debris, etc.:** During construction, portable dumpsters will be used for all trash. All trash, debris, garbage, junk, etc, will be hauled off site; no burning or burying will be allowed. Containers used to store garbage shall have adequate covers and will be promptly emptied. Doors, covers, and/or lids will be kept closed.

**B. Hydrocarbon Spills:** In the event of any loss of hydrocarbons from any equipment, the Forest Service shall immediately be notified. Hydrocarbon cleanup operations will be reviewed by the Forest Service representative and his/her recommendations for action followed. Hydrocarbon cleanup operations will be approved by an authorized Forest Service representative.

Use chemical spill prevention and containment (i.e, especially near wetlands or waterbodies). Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water that would result in harm to fish and wildlife or to human water supplies.

**11. Wildlife, Botany, And Livestock:** No harassment of wildlife and livestock. Notify the Forest Service if livestock need to be moved.

Minimize vegetation disturbance to reduce impacts to suitable sensitive species habitat and native vegetation communities in general, and also to reduce spread of invasive species.

Report the discovery of any sensitive or watch plants within the project area to the McKenzie Ranger District office. Protect sensitive plant populations discovered after project approval which may include last minute alterations of the project design or access route in order to avoid negative impacts to such populations. This will be coordinated with the Forest Service Botanist.

Construction near streams and rivers should follow these guidelines: The natural stream flow and drainage patterns of creeks and rivers should not be altered by construction activities; channelization, diversion, and damming of the creeks and rivers should be avoided.

## 12. Fire Prevention & Suppression Requirements

**A. General:** A HOLDER is defined as the Permittee (permit holder), or Lessee and/or Operator and their representatives, employees, workers, contractors, and subcontractors.

1. Compliance to the stipulations in this exhibit shall not preclude the holder from complying with any other Federal, State, County, or municipal laws, ordinances, or regulations pertaining to fire prevention and suppression.
2. The Normal Fire Season for the Medora and McKenzie Ranger Districts will be from April 1 to October 31 of each year. If conditions warrant, the District Ranger may begin or extend the fire season as deemed necessary. The District Ranger may also amend, add, or delete any requirement as deemed necessary.
3. It is the Holder's responsibility to obtain and know the daily Wildfire Danger. For information on restrictions or prohibitions contact local fire officials, the State Fire Marshal, or the North Dakota Division of Emergency Management.
4. The Holder shall do everything reasonable within their power and shall require their employees, contractors, and employees of contractors to do everything reasonable within their power, both independently and upon request of the Forest Service to prevent and suppress fires on or near the lands to be occupied under a Permit or Plan. Self-inspections are encouraged.
5. It is the Holder's responsibility to call the local or rural fire department(s) if suppression help is needed.
6. The Holder is responsible for all suppression costs and damages as a result of any fire resulting from their operations and/or practices.
7. The Holder shall promptly report all fires to the Forest Service and will also cooperate with the Forest Service in completing a follow-up Fire Report.

**B. Fires:** With the exception of approved facilities, no open fires (fires for warming, burning wastes, brush disposal, debris, etc.) are allowed unless approved in writing from the District Ranger.

**C. Smoking:** All smoking will be done inside of vehicles or in areas cleared of flammable material when the "Fire Danger" exceeds "Moderate".

**D. Fireworks:** Fireworks are prohibited on public lands.

**E. Exhaust & Arrester Systems:** Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by Forest Service. Exceptions where Forest Service may approve mufflers or other equipment in lieu of spark arresters qualified and rated under Forest Service standard 5100-1a are: (a) small multi-position engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards, (b) passenger-carrying vehicles and light trucks may have baffle-type muffler with tail pipe, (c) heavy-duty trucks may have a vertical stack exhaust system with muffler, provided the exhaust stack extends above the cab of the vehicle, (d) an exhaust driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters and other devices shall be properly installed and maintained.

**F. Catalytic Converters:** The Holder shall take extra precautionary measures when driving off-road with vehicles equipped with catalytic converters. Such measures shall include but are not limited to: avoiding driving over or through vegetation tall enough to come into contact with the converter, avoid parking in vegetation tall enough to come into contact with the converter, and keep all debris from building up around or on the exhaust system.

**G. Chainsaws:** The sawyer shall have a shovel (round point #0 or equal) and a Fire extinguisher, containing not less than eight (8) ounces of extinguisher fluid or a dry chemical powder type of not less than one (1) pound capacity. The Holder shall carry the extinguisher at all times. All refueling shall be done on bare soils. Chainsaws will have a manufacturer approved or equivalent spark arrester.

**H. Required Fire Suppression Equipment:** any vehicle and/or piece of equipment used off-road will be equipped with an operational, charged, Type ABC fire extinguisher; a shovel (round point #0 or equal); and one of the following (per person):

1. A five (5)-gallon standard galvanized metal, fiberglass, or rubberized backpack water container, with hand pump attached, to be filled at all times.
2. Burlap bags in a ten (10) gal. Or larger container of water
3. Fire swatter/fire brooms.

Minimum fire extinguisher sizes are identified in the following table. Aerosol canned suppressants will not be considered adequate fire extinguishers for vehicles.

Vehicle Type	Minimum Size ABC Fire Extinguisher
Pickups & Cars	2 Pound
Trucks > 1 Ton GVW	5 Pound
Earth Moving Equipment (Dozers, Scrapers, Motor Patrol, Etc.)	10 Pound
Welding Equipment	10 Pound
Miscellaneous Equipment	10 Pound

**I. Welding:** Welding and use of cutting torches or cutoff saws will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum ten (10) foot radius of all welding and cutting operations. There will be no welding when winds exceed twenty (20) miles per hour.

When the "Fire Danger" exceeds "Moderate", each welding crew will have available in the immediate working or project area, 1). The required fire suppression equipment; 2). A ground tanker of not less than three hundred (300) gallon capacity with a pump capable of pumping twenty (20) gallons per minute at one hundred (100) pounds per square inch (PSI) and not less than one hundred (100) feet of hose; and 3). A road grader or dozer, which will be kept in the immediate working or project area when welding, is being performed on pipelines or flowlines.

**J. Fire Suppression Plan:** Upon request from the District Ranger, the holder shall submit a Fire Suppression Plan to be included as part of the Permit Package or Plan of Operations. It shall contain the following:

1. The names, phone numbers and mobile numbers of the holder's primary and secondary contact person(s) responsible for fire suppression.
2. Crew size(s) including supervisor(s), foremen, etc.
3. A complete listing of fire suppression equipment.
4. The names and numbers of the local/area fire departments and 2 contact names for each.
5. Location(s) of staging area(s) for water tankers and/or tenders if required.
6. Preventative measures for storage of aircraft fuel(s) at landing zones or staging areas if used.
7. A topographic map with a scale of 2.64 inches to the mile or one (1) inch equals two thousand (2000) feet will be attached with this exhibit to show the following if applicable: (a) Location(s) of all proposed water sources for fire suppression, and (b) Location(s) of all Staging Areas for water tankers and/or tenders.
8. Must be signed and dated by the holder or holder's authorized representative.

**K. Failure to Comply:** Failure to comply may result in immediate suspension of operations.

**13. Plats: As Built**

As-built survey plats will be submitted to the U.S. Forest Service upon completion of all roads and pipelines, and will be prepared as follows:

- **Use D.1 Special Use: for all Special Use As-Built Plat Requirements**
- **Use D.2 Sundry: for all Sundry Notice As-Built Plat Requirements.**

**Note:** If the project is located both on-lease and off-lease, then the as-built plat will be completed as specified under D.1 Special Use As-Built Plat Requirements. No exceptions.

**Note:** SIZE OF PLAT: 8 ½" x 11". If larger size is necessary, holder will be responsible for providing full size and/or reduced copies. Multiple page plats are preferred over reduced sheets.

Minimum requirements for Linear R-O-Ws including road, pipeline, powerline and underground cable plats on National Forest System lands:

ITEM	D.1 Special Use	D.2 Sundry
<b>Size of Plat 8½ X 11 Inches</b>	Yes	Yes
<b>Title Block</b>		
Name of Project	Yes	Yes
Kind of Use	Yes	Yes
Size & Type of R-O-W (example 2" gas pipeline)	Yes	Yes
Material (steel, plastic with tracer wire, etc.)	Yes	Yes
Origin and Destination (for pipelines)	Yes	Yes
Depth of Line	Yes	Yes
Name of Applicant/Holder	Yes	Yes
Name of Preparer	Yes	Yes
Date	Yes	Yes
Bar Scale (1" = 2000' minimum)	Yes	Yes
Drawn by (name)	Yes	Yes
Signed, sealed, & dated by licensed engineer or surveyor in the State of ND	Yes	Yes
<b>Approval Block: See Below</b>	Yes	Yes
<b>Vicinity Map: minimum ½"=1 mile (example Forest Map)</b>	Yes	Yes
<b>Plat Shall Show</b>		
Basis of Bearing	Yes	
Legend explaining any symbol	Yes	Yes
Sections, Township, Range, Meridian, North Arrow	Yes	Yes
R-O-W centerline description & stations & stations at P.I.s (metes and bounds, etc.)	Yes	
Property boundaries & land ownership along the R-O-W (Private, State, Forest Service & other Federal Agencies)	Yes	Yes
Adjacent existing improvements within 50' of centerline. Parallel R-O-Ws need only be shown every ¼ mile (i.e. fences, pipelines, trails, roads, etc.).	Yes	Yes
R-O-W width and length	Yes	Yes
Length of line on Forest Service by Section	Yes	Yes
Total Acres on Forest Service by Section	Yes	Yes
Corner ties at ownership changes and at point of either or both the beginning and ending. Identify the corner monument being tied to (stone, brass cap, etc.)	Yes	
Road Locations		Yes

**Note:** APPROVAL BLOCK:

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Forest Service

**14. Report of Seeding (Revised 05/07/2007)**

**REPORT OF SEEDING**

**01. SITE SEEDED**

Holder Name:			
Site Name & SU Permit #:			
1/4 1/4 :	Sec:	Twn:	Rng:

**02. SEEDING COMPANY**

Company Name:
Date Seed Mixture Sent To Forest Service:
Date Site Seeded:

**03. SEEDING METHODS**

<input checked="" type="checkbox"/>	Seed Bed Preparation	<input checked="" type="checkbox"/>	Equipment Used	<input checked="" type="checkbox"/>	Seeding Techniques
	Ripped Seed Bed		Grass Seeder		Parallel To Contours
	Disked Seed Bed		Small Grain Seeder		Criss-Cross Pattern
	Firm		Large Grain Seeder		Mulching
	Free of Clods		Hand Seeded		

04. Drill Row Spacing (Inches):
05. Seeding Depth (Inches):
06. Approximate Acres Seeded:

07. I hereby certify that I, or persons under my direct supervision, have seeded this site, and the mixture has been certified weed free. A copy of the seed mixture certification, including the seed mixture is attached.

<b>Seeding Company Representative</b>	<b>Date</b>
<b>Forest Service Reviewer</b>	<b>Date Received</b>

**NOTE:** ✓ The appropriate boxes and fill in the blanks as applicable for all 7 items above. Sign and send the original to the Forest Service Ranger District. Faxed copies must be followed by the original.

## 15. Vegetative Control, Application of Herbicides

**NOTE:** Herbicides used for vegetative control are generally pre-emergence short-term (less than one year duration) herbicides that will kill all vegetation including grasses and forbs. Therefore, it is extremely important that these herbicides not be used to control noxious weeds and/or invasive species, within those areas of the road where native vegetative cover is being established under interim or final reclamation.

### Chemical Treatment

The following mitigation measures shall apply to the ground application of all herbicides:

#### General

All chemical treatments must be approved in writing by the Forest Service prior to any surface application. A copy of the approval must be present on the site being treated. Failure to produce a copy of the approval may result in immediate shut down of operations.

### Applications, Forms, Monitoring

Companies using herbicides for vegetative control or for control of noxious weeds and/or invasive species must annually complete, submit, and have approved prior to use the following documents:

- a. Pesticide-Use Proposal (Form FS-2100-2).
- b. Pesticide-Use Proposal Attachment A, Supplemental Information (Form DPG-2100-2A).
- c. Spill Incident Response Plan for transporting herbicides.

A current and blank copy of forms 2100-2 and 2100-2A can be obtained from the Forest Service District Office upon request.

Do not combine vegetative control use with control of noxious weeds and/or invasive species use on the same forms. Separate forms must be submitted for each.

#### Herbicides

Only approved herbicides, as specified within the 2007 Dakota Prairie Grasslands Noxious Weed Management Project can be used for chemical treatment. Since this listing may change from year to year, it is the Holder's responsibility to request and submit use for the most current listing of approved herbicides. An approved current listing of vegetative control herbicides can be obtained from the Forest Service District Office upon request.

#### Ground Application

- Herbicides must be applied under the supervision of a certified herbicide applicator under the laws of the State of North Dakota.
- Herbicides must be applied consistent with the instructions on the label.
- No herbicide will be applied directly to surface water or where surface water from treated areas can run into live water sources.
- A buffer of at least one hundred (100) feet from bodies of water must be maintained.
- The buffer width would be determined based on soil, slope, etc.
- No spraying of liquid formulations will be done if temperatures exceed eighty (80) degrees.
- No spraying of liquid formulations will be done if the wind velocity exceeds ten (10) mph or per herbicide labeling directions.
- If boom spraying is done, boom pressure will not exceed forty (40) psi to minimize drift.
- Herbicide use will be permitted only within the areas identified within the applications.
- A sign saying the area has been treated with herbicides will be posted in areas receiving treatments at least one full day (unless the herbicide label says longer) after the treatment.

#### Monitoring

- The Forest Service will monitor the herbicide use in the form of random compliance inspections.
- All monitoring will be done under the direction of a Forest Service employee who is a licensed Commercial Pesticide Applicator.

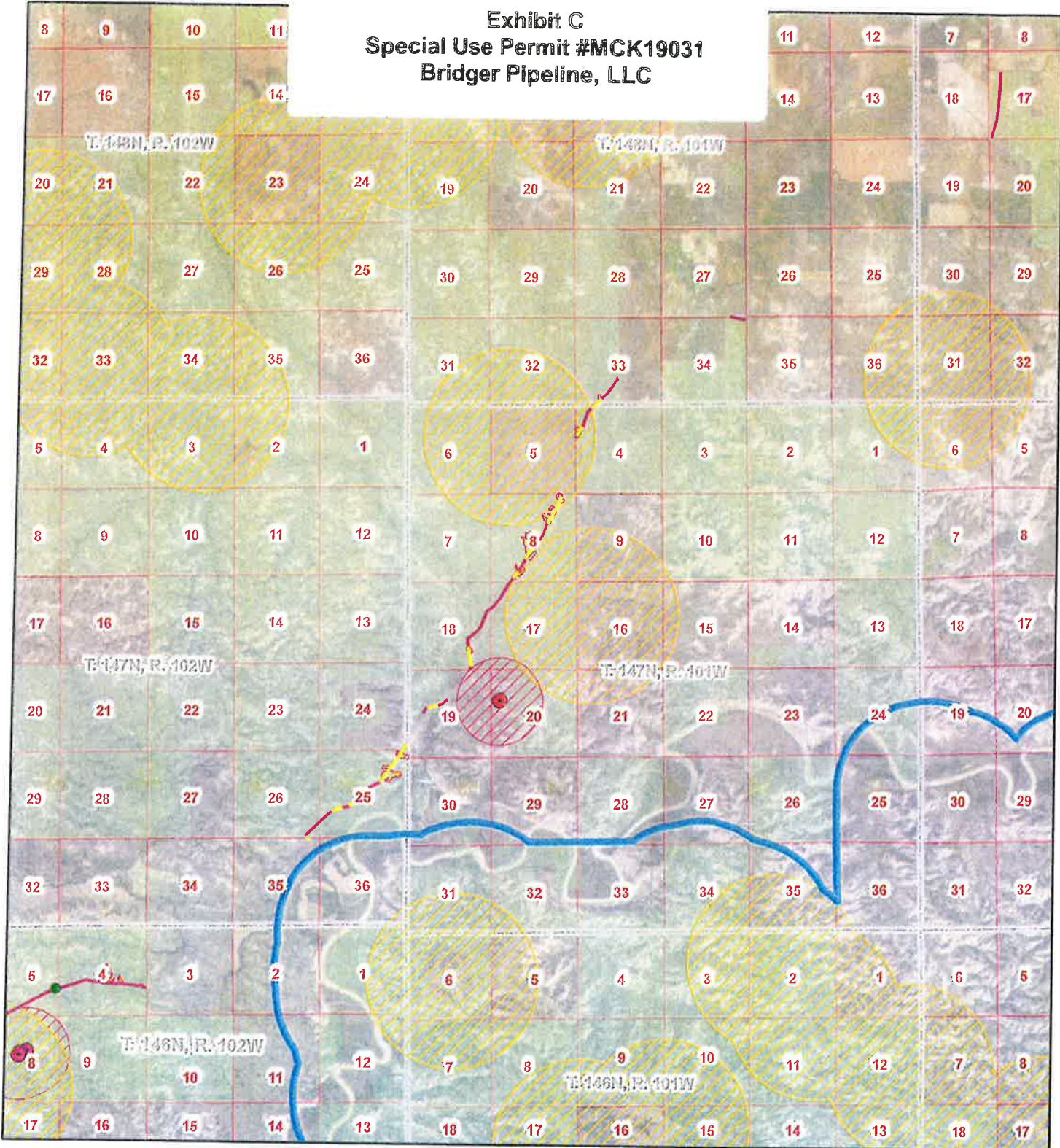
**Year End Report**

- When you have completed your herbicide treatment for the season and prior to October 31 of each year, you must submit the following information for each site treated and for each herbicide applied on National Forest System lands:
  - Date of application
  - Formulation/trade name
  - EPA registration number
  - Name of active ingredient
  - Pounds of active ingredient applied to the site
  - Acres treated on the site
  - In the case of a combination of herbicides being used, you will need to submit the information for each herbicide in the mixture.
  - Failure to submit the reports will delay the permitting of this year's Pesticide Use Proposal.

**Sites to Be Abandoned**

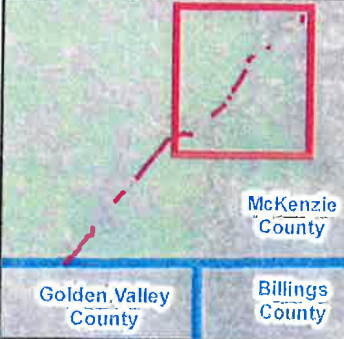
- Noxious weeds should be sprayed prior to reclamation of the site and during the monitoring of the site until released. Use caution not to use herbicides that will have a detrimental effect to any seeding requirements.

**Exhibit C**  
**Special Use Permit #MCK19031**  
**Bridger Pipeline, LLC**



**South Bend Timing Restrictions on USFS Lands**

- |  |  |  |
|--|--|--|
| ● Ferruginous Hawk                                     | — County Boundary  | ■ Ferruginous Hawk - No Activity Between March 1 to July 31 For Active Nests |
| ● Golden Eagle   | □ Section Boundary   | ■ Golden Eagle - No Activity Between Feb. 1 to July 31 For Active Nests      |
| ● Ferruginous Hawk & Golden Eagle                      | — 1mile Restriction Zone                                     | ■ Both Ferruginous Hawk and Golden Eagle Restrictions in Place See Above     |
| ● No Trees > 3in. DBH removed from April 1 to Sept. 30 | — Big Horn Sheep Critical Lambing Habitat                    |  |
| ■ Grouse Lek   | — DASK Habitat   |  |
| — Bore Path  | — Surface area will be avoided                               |  |
| — USFS South Bend Alignment                            | — Lek 1 mile Restriction Zone                                |  |
| — USFS Lands   | — No Construction between March 1 to June 15 for active Leks |  |

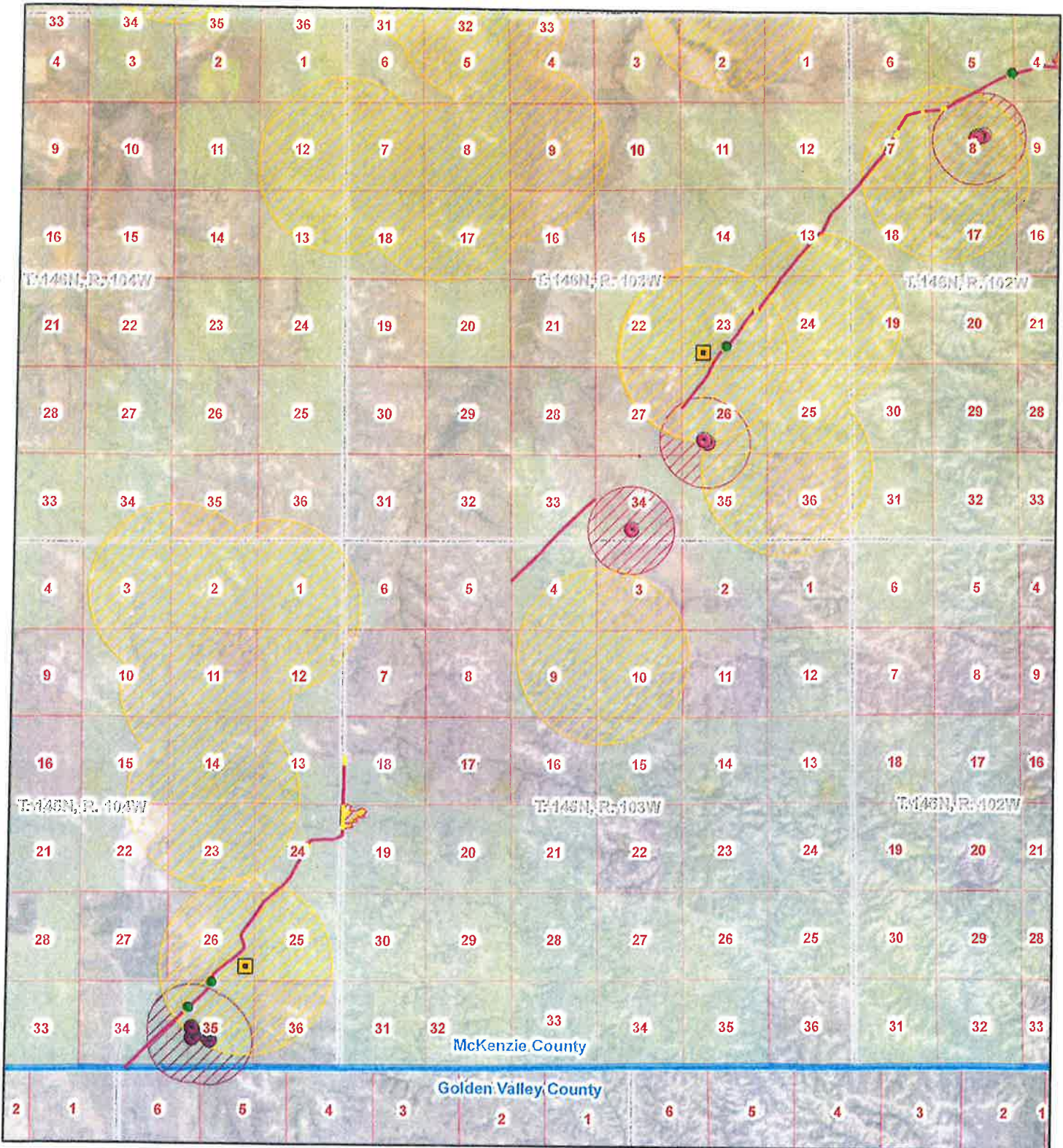


**Page 1 of 2**  
**McKenzie County,**  
**North Dakota**

0 1 2 Kilometers

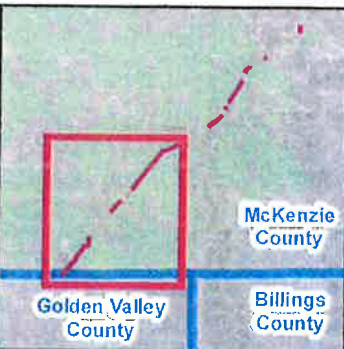
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**South Bend Timing Restrictions on USFS Lands**

- Ferruginous Hawk
- Golden Eagle
- Ferruginous Hawk & Golden Eagle
- No Trees > 3in. DBH removed from April 1 to Sept. 30
- Grouse Lek
- Bore Path
- USFS South Bend Alignment
- USFS Lands
- County Boundary
- Section Boundary
- 1mile Restriction Zone
- Big Horn Sheep Critical Lambing Habitat
- DASK Habitat - Surface area will be avoided
- Lek 1 mile Restriction Zone
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- Golden Eagle - No Activity Between Feb. 1 to July 31 For Active Nests
- Both Ferruginous Hawk and Golden Eagle
- Restrictions in Place See Above



**Page 2 of 2**  
**McKenzie County, North Dakota**

0 1 2  
Kilometers

0 1 2  
Miles