

NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**Basin Electric Power Cooperative Consolidated
Application for a Certificate of Corridor
Compatibility and Route Permit**

Case No. PU-24-361

**345-kV Mercer McLean-Ward-Mountrail-
Williams Cty (Leland Olds Station to Tande
345-kV Transmission Project)**

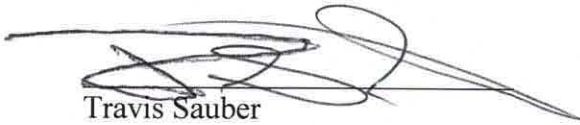
**DECLARATION OF TRAVIS SAUBER IN SUPPORT OF
PETITION TO INTERVENE**

1. I am Jacob Estvold's landman.
2. On May 29, 2025, I was contacted Darrin Sand, who is a contract landman for Basin Electric Cooperative ("Basin") to discuss moving access points. This is when Basin asked for an additional access easement.
3. On June 10, 2025, I met with Tyler Bosch onsite to discuss the potential route Basin would like.
4. I have since communicated with Basin regarding an additional access easement it demanded on Mr. Estvold's property.
5. Around this time, I communicated with Nathan Kleyer, Basin's right-of-way lead, to discuss Basin's new demand and ask it to explain why it needed a new and additional access. I was told the additional access would be needed for future access for the life of the pole, and for inspection and construction. Basin never communicated anything about Dakota Skipper habitat or what it has apparently been telling the PSC.
6. After speaking with Tyler Bosch, Basin sent an offer for \$5,449.80 for the additional easement.

7. Between meeting with Basin and getting the offer, there was no communication between Basin or me or any further explanation of the need for or purpose of this additional access.
8. On July 22, 2025, Basin contacted me and was pushing for Mr. Estvold to sign an agreement. At this time, I said a 99-year, 30-foot-wide permanent easement would not be acceptable. Basin did not engage in a good faith negotiation.
9. On September 9, 2025, Basin sent a “final offer,” stating if an easement was not signed, it would initiate an eminent domain action against Mr. Estvold. This was surprising given the long negotiations for the original easements and the good faith shown by Mr. Estvold in that process.
10. On September 10, 2025, I spoke with Basin’s landman, and he told me Basin would like to reach an agreement without forcing us through eminent domain. I responded with a counteroffer. Basin’s response was the eminent domain action, and it never provided any additional offers or counters to my offer.
11. Basin’s claim that it needed the new access it is now condemning is confusing because the cement trucks have already been in, and the concrete structures are *already built*.
12. On October 4 Mr. Estvold received a Summons and Complaint from Basin’s legal counsel suing him to take his private property and again providing no explanation as to why, and not even the complaint mentioned that Basin was telling the PSC a different story than it had told us.
13. Once the Summons and Complaint was received, we retained Derrick Braaten and Braaten Law Firm for legal representation.

**I declare under penalty of perjury under the law of North Dakota, that the foregoing
is true and correct.**

Executed this 20th day of October, 2025 in New Town, North Dakota.



Travis Sauber