



Mission

The Dakota Access Pipeline Project is a new approximate 1,100-mile, 30-inch diameter pipeline that will connect the rapidly expanding Bakken and Three Forks production areas in North Dakota to Patoka, Illinois. The pipeline will enable **100 percent domestically produced** light sweet crude oil from North Dakota to reach major refining markets in a more direct, cost-effective, safer and environmentally responsible manner. The pipeline will also reduce the current use of rail and truck transportation to move Bakken crude oil to major U.S. markets.

It will transport approximately 450,000 barrels per day with a capacity as high as 570,000 barrels per day or more – which could represent approximately half of Bakken current daily crude oil production. Shippers will be able to access multiple markets, including Midwest and East Coast markets as well as the Gulf Coast via the Nederland, Texas crude oil terminal facility of Sunoco Logistics Partners.

Depending upon regulatory approvals, the pipeline is projected to be in service by the fourth quarter of 2016.

American Energy

Increased domestic crude oil production translates into greater energy independence for the United States.

Although the United States is the third-largest producer in the world, we are the number one consumer of crude oil in the world. While the U.S. produced 7.5 million barrels of crude oil per day in 2013, it still imported 7.7 million barrels per day in order to meet consumer demands. We need to close the gap between what we produce as a country and what we consume before we can be truly independent of foreign imports. Every barrel of oil produced in the United States directly displaces a barrel of foreign oil.

The North Dakota Bakken has witnessed a significant increase in the production of crude oil, from 309,000 barrels a day in 2010 to more than 1 million barrels per day in 2014. This energy will need reliable transportation networks to reach U.S. markets, and pipelines are the safest, most efficient means of accomplishing this task.

Local Economic Impact

The Dakota Access Pipeline is a \$3.7 billion investment that will create 8,000 to 12,000 jobs during construction. Millions of hours of labor will be needed during the construction phase, putting welders, mechanics, electricians, pipefitters, heavy equipment operators and others within the heavy construction industry to work. There will also be increased demand for those who manufacture the steel pipes, fittings, valves, pumps and control devices necessary for a major pipeline.

- **The pipeline will translate into millions in state and local revenues** during the construction phase and an estimated \$129 million annually in property and income taxes.
- The pipeline will generate an estimated \$50 million annually in property taxes and nearly \$74 million in sales taxes to the states of North Dakota, South Dakota, Iowa and Illinois.
- These tax dollars can be used to support schools, hospitals, emergency services and other critical ongoing needs.

The dramatic increase in crude oil production in North Dakota has created serious transportation strains in the upper Midwest. A lack of rail cars to move grain out of South Dakota has magnified the problem. Tariffs on grain railcars have increased from \$50 to nearly \$1,400 per car. These cost increases can carve up to \$1.00 from every bushel of corn shipped. The Bakken Pipeline will help ease transportation shortages for agriculture and other industries.

Why The Pipeline Makes Sense

Approximately 70 percent of crude oil and petroleum products in our country are shipped by pipeline. More than two million miles of pipeline carry these and other energy products across America every day. The extensive domestic pipeline network is heavily regulated by the U.S. Department of Transportation for both safety and reliability and has proven to be the safest, most efficient means of transporting energy resources.

DAKOTA ACCESS PIPELINE

fast facts

- The Dakota Access Pipeline Project is a \$3.7 billion investment into the United States directly impacting the local and national labor force by creating 8,000–12,000 construction jobs and up to 40 permanent operating jobs.
- 57% of the pipeline will be manufactured in the United States, all the pump stations will be assembled and packaged in the United States, and the majority of the remaining major materials will be purchased, manufactured or assembled in the United States contributing nearly \$1 billion in direct spending to the U.S. economy.
- Nearly \$189 million in direct payments to landowners for easement payments and approximately \$605 million in labor payments to the various contractors working on the project.

Construction And The Land

- Where possible, the pipeline will parallel existing pipelines, power lines, or existing roads. During construction, an additional 50–100 feet of workspace is needed adjacent to the permanent 50-foot right-of-way.
- The pipeline is covered by a minimum of 36 inches of soil and more if it crosses under roads, rivers, lakes or streams.
- In agricultural fields, the pipe will be buried a minimum of 48 inches.
- All drain tiles will be crossed with a minimum of 24 inches of separation between the pipe and the drain tile.
- In consolidated rock, the pipeline will be buried a minimum of 24 inches and elsewhere a minimum of 36 inches.
- Topsoil will be segregated during construction to a minimum of 12 inches or in accordance with landowner requirements.
- A specific agriculture-crossing plan is being developed, which will be approved by the applicable state agencies, and will be presented to each landowner for use or comment. Each agriculture field will be crossed in accordance with a specific crossing plan with each landowner in accordance with the overall plan.

Safety

Energy Transfer has long-standing commitments to the safety of people, the environment, and our property and assets. Our safety commitment extends to our employees, the general public, and our contractors. For the past five years, we have consistently reached our safety goal by having an employee with an OSHA-recordable safety record that placed us in the top quarter of large midstream companies. While we take great pride in our achievements, we are not satisfied. Energy Transfer has a vision with an end goal of a workplace that achieves an injury- and incident-free day every day.

Energy Transfer utilizes an integrity management program to evaluate the condition of its pipelines. It employs specific measures to protect sections in zones known as “high consequence areas,” which are densely populated areas in the vicinity of pipeline right-of-ways. The program includes an inspection of the pipeline using devices and methods to evaluate the external and internal condition of the pipe.

Environmental Commitment

Energy Transfer is committed to public safety and the protection of the environment. Energy Transfer and its affiliates are committed to operating our facilities in compliance with all applicable federal, state, and local environmental laws, regulations, and standards. We continually seek ways to enhance our operations in the areas of environmental and resource protection and conservation.

Landowner Protection

Energy Transfer works diligently to build a long-term partnership with landowners. That is why we seek landowners’ permission for preliminary land surveys and work to develop easement agreements that meet landowners’ individual needs.

We know in the Midwest that farmland is a precious natural resource, and the care with which we treat land and topsoil is of our utmost concern.

We work to minimize any effects from land surveys and pipeline construction. If land, crops, drainage tiles or anything else is damaged in the process, we will repair, replace, or compensate landowners and farmers for the damage – not only in the immediate year, but for ongoing years as well.

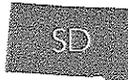
MORE *fast facts*

- **Initially the pipeline will carry approximately 450,000 barrels per day with a growth potential of up to 570,000 barrels per day or more — approximately half the Bakken’s current daily crude oil production.**
- **Proposed pipeline will be 30 inches in diameter and will operate at a maximum pressure of 1,440 pounds per square inch.**
- **Pipelines are regulated by Pipeline and Hazardous Materials Safety Administration.**
- **The pipeline will meet or exceed state and federal safety requirements and at a minimum will be designed in accordance with 49 Code of Federal Regulations Part 195.**
- **Construction will include a visual and x-ray inspection of every weld that joins each section of pipe together.**
- **Will have an emergency shut down system to immediately and safely shut down pump stations in an emergency.**
- **Controls will be monitored in real time, 24 hours a day, 7 days a week.**
- **Will register pipeline with federal and state 811 Call Before You Dig programs.**



Permit will be filed Q4 2014

- \$1 billion capital investment
- \$13.4 million estimated property taxes in 2017
- \$18 million estimated sales tax during construction
- 2,000–4,000 construction jobs
- 12–15 permanent jobs
- Approximately 142 miles of 12- to 30-inch diameter pipelines
- Approximately 203 miles of 30-inch transmission pipeline
- Six tank farm locations
- One electric pump station



Permit will be filed Q4 2014

- \$1 billion capital investment
- \$12.3 million estimated property taxes in 2017
- \$14 million estimated sales tax
- 2,000–4,000 construction jobs
- 12–15 permanent jobs
- Approximately 267 miles of 30-inch transmission pipeline
- One electric pump station



Permit will be filed Q1 2015

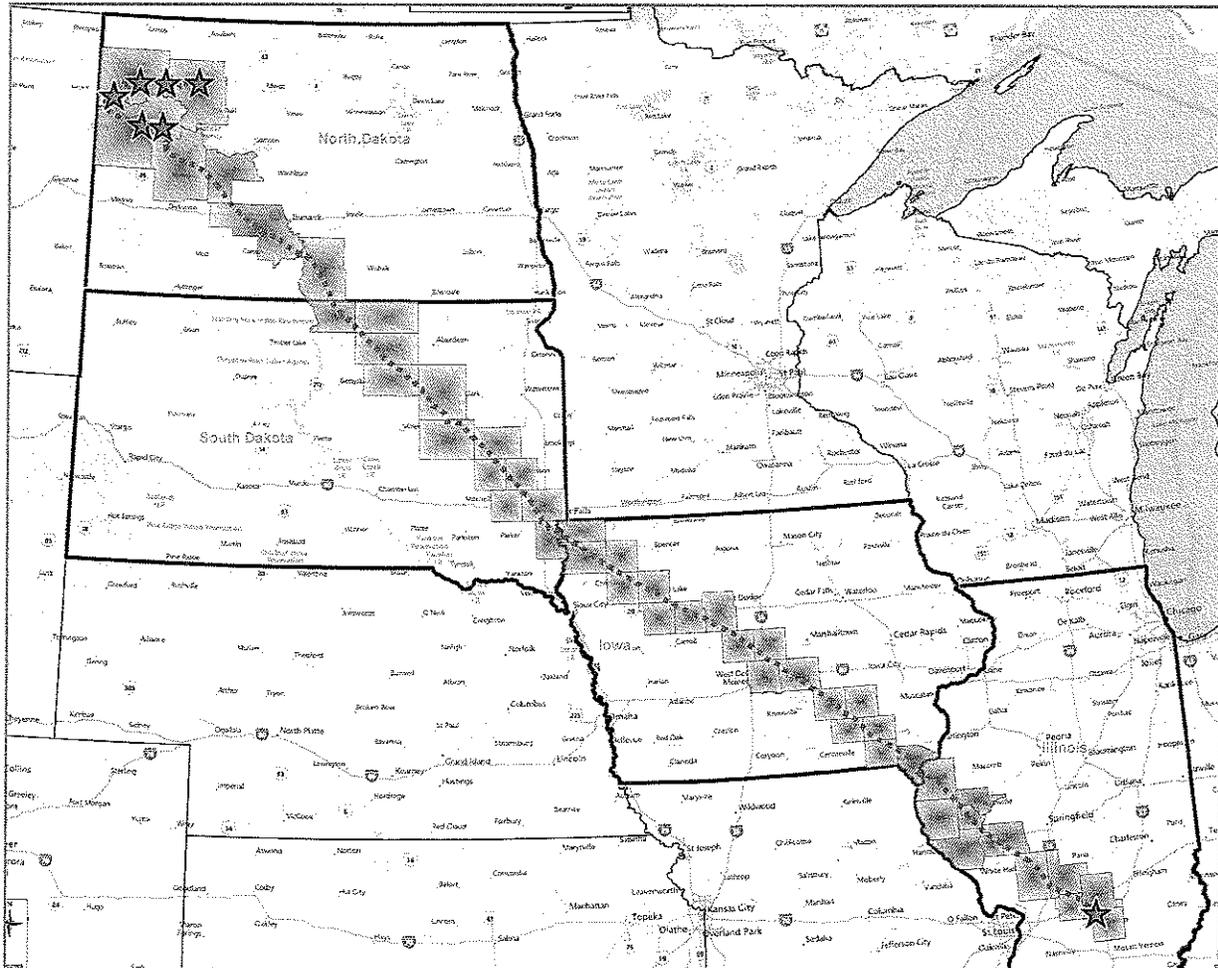
- \$1.35 billion capital investment
- \$30 million estimated property taxes in 2017
- \$33 million estimated sales tax during construction
- 2,000–4,000 construction jobs
- 12–15 permanent jobs
- Approximately 343 miles of 30-inch transmission pipeline
- One electric pump station



Permit will be filed Q4 2014

- \$315 million capital investment
- \$500 thousand estimated property taxes in 2017
- \$8 million estimated sales tax during construction
- Approximately 2,000 construction jobs
- Six permanent jobs
- Approximately 177 miles of 30-inch transmission pipeline

Dakota Access Pipeline Proposed Route



AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
DAKOTA ACCESS, LLC ("DAKOTA ACCESS")
and the
ILLINOIS DEPARTMENT OF AGRICULTURE
pertaining to the construction of
THE DAKOTA ACCESS PIPELINE (DAPL) PROJECT
A LIQUID PETROLEUM PIPELINE AND RELATED APPURTENANCES
in
HANCOCK, ADAMS, SCHUYLER, BROWN, PIKE, MORGAN, SCOTT, MACOUPIN,
MONTGOMERY, BOND, FAYETTE, AND MARION COUNTIES, ILLINOIS

The Illinois Department of Agriculture (IDOA) and Dakota Access, LLC (DAKOTA ACCESS, "the Company") agree to the following measures which the Company will implement as it constructs the pipeline across agricultural land in Hancock, Adams, Schuyler, Brown, Pike, Morgan, Scott, Macoupin, Montgomery, Bond, Fayette, and Marion Counties, Illinois described in the Company's application to the Illinois Commerce Commission (ICC) for a Certificate in Good Standing. The liquid petroleum pipeline subject to this agreement consists of one new 30-inch diameter crude petroleum pipeline originating in North Dakota and traversing through South Dakota, Iowa, and Illinois, more specifically described as entering the State of Illinois and crossing the Mississippi River just north of Hamilton, Illinois running north west to south east terminating at the Patoka tank farm area just north of Patoka, Illinois. The DAPL project will connect with the Energy Transfer Crude Oil Pipeline (ETCOP) project which will begin near the Patoka tank farm area, allowing crude petroleum oil to flow from North Dakota to the Texas gulf coast area. A separate AIMA plan has been developed for the ETCOP project.

The mitigative actions outlined in this agreement will serve to minimize the negative impacts that may occur due to pipeline construction.

The construction standards and policies described below apply to construction activities occurring partially or wholly on privately owned agricultural land. They do not apply to construction activities occurring entirely on public right-of-way, railroad right-of-way, publicly owned land, or privately owned land that is not agricultural land. The Company will, however, adhere to the construction standards relating to the repair of drainage tile when drainage tiles are encountered on public highway right-of-way, railroad right-of-way, and publicly or privately owned land.

Introduction

The Company will retain qualified professionals on each work phase of the project. The qualified professionals may be engineers, soil scientists, agronomists and/or construction and environmental inspectors as appropriate during each phase of the project. This shall include initial Agreement development, construction, initial restoration, and post-construction monitoring and follow-up restoration. The qualified professionals shall act to assure that the provisions set forth in this document or in any separate agreement, will be adhered to in good faith by The

Company and by the pipeline installation contractor(s), and that all agreements protect the resources of both the Landowner and the Company.

The qualified professionals shall assist with the collection and analyzing of site-specific agricultural information gathered for the Agreement development by the Company. This information will be obtained through field review as well as direct contact with affected Landowner and farm operators, local County Soil and Water Conservation Districts (SWCDs), Agricultural Extension Agents and others. The Company shall provide a courtesy copy of information to the appropriate local County SWCD(s) any time an Agreement modification is submitted.

The Company shall also retain Agricultural Inspectors that will work with the appropriate onsite Company Project Inspectors throughout the construction phase and through other phases as needed. The Agricultural Inspector will also maintain contact with the affected Landowner and farm Tenants in conjunction with Company rights-of-way agents, as well as local county SWCD personnel concerning farm resources and management matters pertinent to the agricultural operations and the site-specific implementation of the Agreement.

The Company will employ Agricultural Inspectors that are at a minimum thoroughly familiar with the following:

- This Agreement;
- Company Plans and Procedures;
- Pipeline Construction Sequences and Process;
- All aspects of soil and water conservation; and
- Farm operations.

The Agricultural Inspector will possess:

- Good oral and written communication skills, and the ability to work closely with the Landowner, Tenants and project sponsor.

The Company will employ a minimum of one Agricultural Inspector per construction (installation) spread.

When permitted by law and contract, the Company shall encourage its pipeline contractor(s) to use, where and if available, local drain tile contractors to redesign, reconstruct, and/or repair any subsurface drain tile lines that are affected by the pipeline installation. Often, the local contractors have installed the Landowner's drain tile system and can have valuable knowledge as to the location, depth of cover, appurtenances, and any other factors affecting the tile operation. The drain tile contractor(s) shall follow the attached construction specifications. (Refer to 3.D)

Unless the easement or other agreement between the Landowner and the Company provides to the contrary, the actions specified in the pipeline standards and construction specifications contained in this Agreement will be implemented in accordance with the conditions listed below.

Conditions of the Agreement

The mitigative actions specified in the construction standards and policies set forth below will be implemented in accordance with the conditions listed below:

- A. All mitigative actions are subject to modification through negotiation by Landowner and a representative of the Company, provided such changes are negotiated in advance of any construction, maintenance, or repairs.
- B. The Company may negotiate with Landowner to carry out the mitigative actions that Landowner wish to perform themselves.
- C. All mitigative actions employed by the Company, unless otherwise specified in these construction standards and policies or in an easement negotiated with an individual Landowner, will be implemented within 45 days of completion of the pipeline facilities on any affected property, weather and Landowner permitting. Temporary repairs will be made by the Company during the construction process as needed to minimize the risk of additional property damage that may result from an extended construction time period. If weather delays the completion of any mitigative action beyond the 45 day period, the Company will provide the affected Landowner(s) with a written estimate of the time needed for completion of the mitigative action.
- D. All mitigative actions will extend to associated future construction, maintenance and repairs by the Company.
- E. The Company will provide the IDOA with one set of mailing labels of all Landowner and known Tenants, on a county-by-county basis, who are affected by the proposed pipeline. As the list of affected Landowners and Tenants is updated, the Company will notify the IDOA of any additions or deletions. All labels will be sent to the IDOA upon execution of this agreement. The IDOA will use the labels for mailing this Agreement to the Landowner and Tenants. The IDOA will also provide this Agreement to the Farm Bureau and Soil and Water Conservation District offices in the affected counties for the purpose of holding Landowner informational meetings.
- F. Every effort will be made by the Company to determine all affected Tenants along the route of the pipeline. The Company will endeavor to keep the Tenants informed of the project's status, meetings and other factors that may have an impact upon their farming operations.
- G. After construction, the Company will provide the IDOA with "as built" drawings (strip maps) showing the location of all tile lines by survey station encountered in the construction of the pipeline. The drawings will be provided on a county-by-county basis for distribution by the IDOA to the respective county Soil and Water Conservation Districts for the purpose of assisting Landowners with future drainage needs.
- H. In addition, all affected Landowners will receive a copy of the drainage tile repairs location map with GPS coordinates identified as the pipeline crosses their property.
- I. Prior to the construction of the pipeline, the Company shall provide each Landowner or Landowner's Designate and Tenant with a telephone number and address which can be used to contact the Company, both during and following the completion of construction, regarding the work that was performed on their property or any other construction-related matter. The Company shall respond promptly to Landowner or Landowner's Designate and Tenants telephone calls and correspondence.

- J. The Company agrees to include this Agreement as part of its submissions to the ICC.
- K. The Company agrees to include a statement its adherence to the construction standards and policies in any environmental assessment and/or environmental impact statement that may be prepared on the project.
- L. The Company will implement all mitigative actions contained in this Agreement to the extent that they do not conflict with the requirements of applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Company for the project.
- M. Each mitigative action contained in this Agreement will be implemented to the extent that such mitigative action is not determined to be unenforceable by reason of the mitigative actions approved by, or other requirements of, the ICC Certificate issued for the project.
- N. A forester with local expertise shall be hired by DAKATO ACCESS to appraise the merchantable value of any timber to be cut for construction of the pipeline. The Landowner shall be compensated 100 percent of the value.

Definitions

- Agricultural land - Land used for cropland, hayland, pasture land, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government set-aside programs.
- Best Management Practice (BMP) - Any structural, vegetative or managerial practice used to prevent, minimize or treat soil erosion.
- Company - Dakota Access, L.L.C. and any contractor or sub-contractor in the employ of the Company for the purpose of completing construction of the pipeline or any mitigative actions covered by this Agreement.
- Cropland - Land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland, but is currently in a government set-aside program and pastureland comprised of prime farmland.
- Drainage Tile - Artificial subsurface drainage system including, but not limited to, clay and concrete tile, vitrified sewer tile, corrugated plastic tubing, and stone drains.
- Landowner- Person(s) holding legal title to property on the pipeline route from whom the Company is seeking, or has obtained, a temporary or permanent easement, or any person(s) legally authorized by a Landowner to make decisions regarding the mitigation or restoration of agricultural impacts to such Landowner's property.
- Landowner's Designate - Any person(s) legally authorized by a Landowner to make decisions regarding the mitigation or restoration of agricultural impacts to such Landowner's property.

Non-Agricultural Land -- Any land that is not "Agricultural Land" as defined above.

- Pipeline - The 30-inch crude petroleum pipeline and related appurtenances located in Hancock, Adams, Schuyler, Brown, Pike, Morgan, Scott, Macoupin, Montgomery, Bond, Fayette, and Marion Counties, Illinois, as described in the Company's application to the Illinois Commerce Commission (ICC) for a Certificate in Good Standing.
- Prime farmland - Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Service as being "prime" soils (generally considered the most productive soils with the least input of nutrients and management).
- Right-of-way - The permanent and temporary easements that the Company acquires for the purpose of constructing and operating the pipeline.
- Spread -- Each major segment of project right-of-way where pipeline construction will occur. Spread length for a particular project may vary from a few miles up to 60+ miles.
- Surface Drains - Any surface drainage system such as shallow surface field drains, grassed waterways, open ditches, or any other conveyance of surface water.
- Tenant - Any person lawfully residing on or leasing/renting of the land.
- Topsoil - The uppermost layer of the soil that has the darkest color or the highest content of organic matter, more specifically defined as the "A" horizon. The surface layer of the soil that has the darkest color or the highest content of organic matter (as defined in the USDA County Soil Survey and verified with samples as stipulated under 2.A below).

Construction Standards and Policies

1. Pipeline Depth

- A. Except for aboveground piping facilities, such as mainline block valves, tap valves, meter stations, etc., the pipeline will be buried with:
1. a minimum of 5 feet of top cover where it crosses cropland (see 1.A.5 below), or as agreed upon with the Landowner.
 2. a minimum of 5 feet of top cover where it crosses pasture land or other agricultural land comprised of soils that are classified by the USDA as being prime soils (see 1.A.5 below), or as agreed upon with the Landowner.
 3. a minimum of 3 feet of top cover where it crosses pasture land and other agricultural land not comprised of prime soils.
 4. a minimum of 3 feet of top cover where it crosses wooded/brushy land.

5. substantially the same top cover as an existing parallel pipeline, but not less than 5 feet, where the route parallels an existing pipeline within a 100 foot perpendicular offset.
- B. Notwithstanding the foregoing, in those areas where (i) rock in its natural formation and/or (ii) a continuous strata of gravel exceeding 200 feet in length is encountered, the minimum top cover will be 30 inches.
- C. When the pipeline requires weights to keep it from floating, the pipeline will be buried deep enough to maintain the depth of top cover above the as specified in 1.A. above.
- D. On agricultural land subject to erosion, the Company will patrol the pipeline right-of-way with reasonable frequency to detect areas of erosion of the top cover. In no instance will the Company knowingly allow the amount of top cover to be less than 36 inches as a result of natural erosion, except as stated in 1.B. above.

2. Topsoil Replacement

- A. The topsoil depth shall be determined by a properly qualified soil scientist or soil technician who will set stakes or flags every 200 feet along the right-of-way identifying the depth of topsoil to be removed. As an alternative, the Company may depict topsoil depths on alignment sheets or table based on published county-level soil survey information and/or information obtained from consultations with local Soil and Water Conservation District(s).
- B. The actual depth of the topsoil, a minimum of 12 inches or actual depth of topsoil if less than 12 inches but not to exceed 36 inches, will first be stripped from the area to be excavated above the pipeline and from the adjacent subsoil storage area. The topsoil will be stored in a windrow parallel to the pipeline trench in such a manner that it will not become intermixed with subsoil materials. Topsoil may be stored at either edge of the right-of-way but not intermixed with subsoil materials.
- C. Where topsoil cannot be stripped off a parallel pipeline easement an organic physical barrier (such as straw) will be placed on the surface of the undisturbed topsoil prior to placement of the subsoil.
- D. In certain circumstances, topsoil may be stripped from the full width of the construction easement (including the working side or travel lane) to prevent equipment traffic from mixing topsoil with the subsoil. An additional 10 feet of construction easement may be required for the additional topsoil storage.
- E. Subsoil material that is removed from the trench will be placed in a windrow parallel to the pipeline trench that is separate from the topsoil windrow(s).
- F. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench before replacing the topsoil.
- G. Refer to Items No. 5.A. and 5.B. for procedures pertaining to rock removal from the subsoil and topsoil.
- H. Refer to Items No. 7.A. through 7.C. for procedures pertaining to the alleviation of compaction of the topsoil.

- I. The topsoil must be replaced so that after settling occurs, the topsoil's original depth and contour (with an allowance for settling) will be restored. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance will the topsoil materials be used for any other purpose. On property where the Landowner does not permit a crown on the ditch line, regrading may be necessary in this area in subsequent growing seasons after initial construction. In this situation, DAKOTA ACCESS will regrade the ROW up to the width of the construction ROW width and may redistribute soils within the upper 12 inches to restore the contours and the elevations.

3. Repair of Damaged Tile Lines

If underground drainage tile is damaged by the pipeline's construction, it will be repaired in a manner that assures the tile line's proper operation at the point of repair. The following standards and policies shall apply to the tile line repair:

- A. The Company will endeavor to locate all tile lines within the right-of-way prior to the pipeline's installation so repairs can be made if necessary. The Company will contact affected Landowners/Tenants for their knowledge of tile line locations prior to the pipeline's installation. If the location of tile lines is known precisely, those tile lines will be staked or flagged prior to construction to alert construction crews to the possible need for tile line repairs. If previously unidentified, tile lines that are encountered and cut during grading or trenching activities will be flagged at that time.
- B. Tile lines that are damaged, cut, or removed shall be staked or flagged with the stakes or flags placed in such a manner they will remain visible until the permanent repairs are completed. In addition, the location of damaged tile lines will be recorded using Global Positioning Systems technology.
- C. If water is flowing through any damaged tile line, the tile line will be immediately and temporarily repaired until such time that permanent repairs can be made. If the tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made within 14 days of the time damage occurred; however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials, small mammals, etc. into the tile lines.
- D. Where tile lines are severed by the pipeline trench, repairs shall be made using DAKOTA ACCESS Permanent and DAKOTA ACCESS Temporary Drain Tile Repair Drawings, see attached.
- E. The Company will do its best to maintain a minimum of two foot of separation between the tile line and the pipeline whether the pipeline passes over or under the tile line. In cases where the two foot separation cannot be maintained, the Company will inform the Landowner.
- F. The original tile line alignment and gradient shall be maintained. A laser transit shall be used to ensure the proper gradient is maintained.
- G. Before completing permanent tile repairs, all tile lines will be probed or examined by other suitable means on both sides of the trench for their entire length within any work areas to check for tile that might have been damaged by vehicular traffic or construction equipment. If tile lines are found to be damaged, they must

be repaired so they operate as well after construction as before the construction began.

- H. Permanent tile line repairs will be made within 14 days of the pipeline being laid in the trench on the Landowner's property, weather and soil conditions permitting. All temporary repairs will be maintained until permanent repairs are complete.
- I. Following completion of the pipeline, the Company will be responsible for correcting all tile line repairs that fail due to pipeline construction, provided those repairs were made by the Company. The Company will not be responsible for tile line repairs that the Company pays the Landowner to perform.

4. Installation of Additional Tile Lines

- A. The Company shall be responsible for returning the property to reflect pre-construction conditions. The Company shall be responsible for installing such additional drainage tile and other drainage measures as are necessary to properly drain wet areas on the permanent and temporary easements to the extent caused by the construction and/or existence of the pipeline.
- B. Where the pipeline's route parallels an existing pipeline within a 200-foot perpendicular offset, the Company shall be responsible for installing tile and/or other drainage measures, as necessary, to properly drain the area between the two pipelines to the extent the wet areas between the pipelines are caused by the construction and/or existence of the pipeline.
- C. It is presumed that any wet areas located in permanent and temporary easements and/or between the two parallel pipelines are caused by the construction and/or existence of the new pipeline unless the Company can prove that the construction and/or existence of the new pipeline is not the cause of the wet areas.

5. Rock Removal

The following rock removal procedures only pertain to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois.

- A. Before replacing any topsoil, all rocks greater than 3 inches in any dimension will be removed from the surface of all exposed subsoil and from all subsoil that is replaced back in the trench, to the extent that the rock content of the topsoil after the replacement will be substantially similar to that of the topsoil in the area immediately adjacent to the right-of-way.
- B. After the topsoil is replaced, all rocks greater than 3 inches in any dimension will be removed from the topsoil until similar conditions on the right-of-way as compared to the adjacent off right-of-way are achieved.
- C. If trenching, blasting, or boring operations are required through rocky terrain, suitable precautions will be taken to minimize the potential for oversized rocks to become interspersed with adjacent soil material.
- D. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, will be hauled off the Landowner's premises or disposed of on

the Landowner's premises at a location that is mutually acceptable to the Landowner and the Company.

6. Removal of Construction Debris

All construction-related debris and material that are not an integral part of the pipeline will be removed from the Landowner's property. Such material to be removed would include litter generated by the construction crews. Litter generated by construction crews shall be removed daily.

7. Compaction, Rutting, Fertilization, Liming

- A. After the topsoil has been replaced, all areas that were traversed by vehicles and construction equipment will be ripped at least 18 inches deep in agricultural land and all pasture and woodland will be ripped at least 12 inches deep unless the presence of stumps and large quantities of roots within 12 inches precludes ripping, if approved by the Landowner. Ripping will occur through the topsoil at a deeper depth if field conditions necessitate topsoil restoration prior to ripping the subsoil. The existence of tile lines or underground utilities may necessitate less depth. The entire right-of-way will then be disked.
- B. The Company will restore rutted land within the easement to reflect its original condition.
- C. Decompaction shall be conducted according to the guidelines provided in Appendices A and B.
- D. The cost of fertilizer, manure, and/or lime will be included in the damages paid to the Landowner, thereby allowing the Landowner to apply the appropriate type and amounts of fertilizer, manure, and/or lime as needed depending on the crops contemplated and the construction schedule.
- E. If there is any dispute between the Landowner and the Company as to what areas need to be ripped, the depth at which compacted areas should be ripped, or the necessity or rates of lime and fertilizer application, the appropriate county Soil and Water Conservation District's opinion shall be considered by the Company and the Landowner.

8. Land Leveling

- A. Following the completion of the pipeline, the Company will restore any right-of-way to its original pre-construction elevation and contour should uneven settling occur or surface drainage problems develop as a result of pipeline construction.
- B. The Company will provide the Landowners with a telephone number and address that may be used to alert the Company of the need to perform additional land leveling services.
- C. If, in the future, uneven settling occurs or surface drainage problems develop as a result of the pipeline construction, the Company will provide such land leveling services within 45 days of a Landowner's written notice, weather and soil conditions permitting or at a time agreed upon by the Landowner and the Company.

- D. If there is any dispute between the Landowner and the Company as to what areas need additional land leveling beyond that which is done at the time of construction, it shall be the Company's responsibility to disprove the Landowner's claim that additional land leveling is warranted.

9. Backfill Profile and Trench Crowning

- A. In all agricultural land areas, trench crowning shall occur during the trench backfilling operation using subsoil materials over the trench to allow for trench settling, to be followed by topsoil replacement. Due to the increased elevation of the crown compared to the rest of the right-of-way, surface drainage across the trench may be hindered until the crown has settled completely.
- B. Surface drainage should not be permanently blocked or hindered in any way. If excess spoil is encountered, it will be removed offsite to prevent ridging. Adding additional spoil to the crown over the trench in excess of that required for settlement will not be permitted. In areas where minor trench settling occurs after topsoil spreading, land leveling or imported topsoil shall be used to fill each depression. In areas where major trench settling occurs after topsoil spreading, and land leveling cannot be utilized; imported topsoil shall be used to fill each depression of significant depth.
- C. In agricultural areas where the materials excavated during trenching are insufficient in quantity to meet backfill requirements, the soil of any agricultural land adjacent to the trench and construction zone shall not be used as either backfill or surface cover material. Under no circumstances shall any topsoil materials be used for pipe padding material or trench backfill. In situations where imported soil materials are employed for backfill on agricultural lands, such material shall be of similar texture and quality to the existing soils on site. Imported soils should be free from noxious weeds and other pests to the extent possible.

10. Prevention of Soil Erosion

- A. The Company will work with Landowners to prevent excessive erosion on right-of-way that has been disturbed by construction. Reasonable methods will be implemented to control erosion. This is not a requirement, however, if the land across which the pipeline is constructed is bare cropland that the Landowner intends to leave bare until the next crop is planted. The Company may elect to plant a temporary cover crop on active cropland, if approved by the Landowner.
- B. If the Landowner and Company cannot agree upon a reasonable method to control erosion on the Landowner's right-of-way, the recommendations of the appropriate county Soil and Water Conservation District (if available) shall be considered by the Company and the Landowner.

11. Repair of Damaged Soil Conservation Practices

All soil conservation practices (such as terraces, grassed waterways, etc.), which are damaged by the pipeline's construction, will be restored to their pre-construction condition as practical.

12. Construction During Wet Weather

The Chief Inspector and Environmental Inspector will determine when construction should not proceed in a given area due to wet weather conditions. The following are the factors to be considered in determining whether construction will be allowed to continue due to wet weather conditions:

- A. Work will not be allowed in areas where rutting is mixing subsoil with topsoil. The depth of the allowable rutting is dependent on the depth of topsoil in a given location.
- B. In areas where rutting will result in topsoil/subsoil mixing, alternatives such as utilizing mats, low ground weight equipment, and/or flat bottom sleds pulled by low ground weight equipment, disking the right-of-way to increase evaporation and dewatering the area with portable pumps may also be acceptable.
- C. Wet weather restrictions only apply to those areas necessary and may not require cessation of work in areas not affected by wet weather.

13. Damages to Private Property

- A. The Company will reasonably compensate Landowners for construction-related damages caused by the Company that occur on or off of the established pipeline right-of-way.
- B. Compensation for damages to private property caused by the Company shall extend beyond the initial construction of the pipeline, to include those damages caused by the Company during future construction, operation, maintenance, and repairs relating to the pipeline.
- C. Payment by the Company to the Landowner will be made within 45 days from the time of occurrence.

14. Clearing of Trees and Brush from the Easement

- A. If trees are to be removed from the right-of-way, the Company will consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.
- B. If there are trees of commercial or other value to the Landowner, the Company will allow the Landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to the commencement of land clearing. However, in no event will any trees be left on or adjacent to the ROW. All trees and debris must be removed from the ROW.
- C. Unless otherwise restricted by federal, state or local regulations, the Company will follow the Landowners desires regarding the removal and disposal of trees, brush, and stumps of no value to the Landowner by burning, burial, etc., or complete removal from any affected property.

15. Interference with Irrigation Systems

- A. If the pipeline and/or temporary work areas intersect an operational (or soon to be operational) spray irrigation system, the Company will establish with the Landowner an acceptable amount of time the irrigation system may be out of service.

- B. If, as a result of pipeline construction activities, an irrigation system interruption results in crop damages, either on the pipeline right-of-way or off the right-of-way, the Landowner will be reasonably compensated for such crop damages that are attributed to the system interruption.
- C. If it is feasible and mutually acceptable to the Company and the Landowner, temporary measures will be implemented to allow an irrigation system to continue to operate across land on which the pipeline is also being constructed.

16. Ingress and Egress Routes

Prior to the pipeline's installation, the Company and the Landowner will reach a mutually acceptable agreement on the route that will be utilized for entering and leaving the pipeline right-of-way should access to the right-of-way not be practical or feasible from adjacent segments of the pipeline right-of-way or from public highway or (if available to Company) railroad right-of-way.

17. Temporary Roads

- A. The location of temporary roads to be used for construction purposes will be negotiated with the Landowner.
- B. The temporary roads will be designed to not impede surface drainage and will be built to minimize soil erosion on or near the temporary roads.
- C. Upon abandonment, temporary roads may be left intact through mutual agreement of the Landowner and the Company unless otherwise restricted by federal, state, or local regulations.
- D. If the temporary roads are to be removed, the rights-of-way upon which the temporary roads are constructed will be returned to their previous use(s) and restored to equivalent condition(s) as existed prior to their construction. All temporary access roads that are removed shall be ripped to a depth of 18 inches. All ripping will be done consistent with Items 7.A. through 7.E.

18. Weed Control

- A. On any right-of-way over which the Company has jurisdiction as to its surface use, (i.e., valve sites, metering stations, compression stations, etc.), the Company will provide for weed control in a manner that prevents the spread of weeds onto adjacent lands used for agricultural purposes. Spraying will be done by a pesticide applicator that is appropriately licensed for doing such work in the state of Illinois.
- B. Should the Company fail to control weeds after being given written notice and a 45-day opportunity to respond, the Company will be responsible for reimbursing all reasonable costs for weed control incurred by owners of land adjacent to surface facilities when the land accommodating the pipeline surface facility is determined to be the weed source.

19. Pumping of Water from Open Trenches

- A. In the event it becomes necessary to pump water from open trenches, the Company will pump the water in a manner that will avoid damaging adjacent agricultural land, crops, and/or pasture. Such damages include, but are not

limited to, inundation of crops for more than 24 hours, deposition of sediment in ditches and other water courses, and the deposition of subsoil sediment and gravel in fields and pastures.

- B. If it is impossible to avoid water-related damages as described in Item 19.A. above, the Company will reasonably compensate the Landowner for the damages or will correct the damages so as to restore the land, crops, pasture, water courses, etc. to their pre-construction condition.
- C. All pumping of water shall comply with existing drainage laws, local ordinances relating to such activities, and provisions of the Clean Water Act.

20. Aboveground Facilities

Locations for aboveground facilities shall be selected in a manner so as to be as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land adjacent to the facilities. First priority shall be made to locating aboveground facilities on right-of-way that is not used as cropland. If this is not feasible, such facilities shall be located so as to incur the least hindrance to the adjacent cropping operations (i.e., located in field corners or areas where at least one side is not used for cropping purposes).

21. Advance Notice of Access to Private Property

- A. Except in the event of an emergency, the Company will provide the Landowner or Tenant with a minimum of 24 hours prior notice before accessing his/her property for the purpose of constructing the pipeline.
- B. Prior notice shall first consist of a personal contact or a telephone contact, whereby the Landowner or Tenant is informed of the Company's intent to access the land. If the Landowner or Tenant cannot be reached in person or by telephone, the Company will mail or hand deliver to the Landowner or Tenant's home a dated, written notice of the Company's intent. The Landowner or Tenant need not acknowledge receipt of the written notice before the Company can enter the Landowner's property.

22. Reporting of Inferior Agricultural Impact Mitigation Work

No later than 45 days prior to the commencement of the pipeline construction across a Landowner's property, the Company will provide the Landowner with a toll-free number the Landowner can call to alert the Company should the Landowners observe inferior agricultural impact mitigation work which is being done or has been carried out on his/her property.

23. Indemnification

The Company will indemnify all Landowners and farm Tenants of agricultural land upon which such pipeline is installed, their heirs, successors, legal representatives, assigns (collectively "Indemnitees"), from and against all claims by third parties and losses incurred thereby, and reasonable expenses, resulting from or arising out of personal injury, death, injury to property, or other damages or liabilities of any sort related to the design, laying, maintenance, removal, repair, use of such pipeline, whether heretofore or hereafter laid, including damages caused by such pipeline or any of its appurtenances and the leaking of its contents, except where claims, injuries, suits, damages, costs,

losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Indemnitees provided further that such Indemnitees shall tender any such claim as soon as possible upon receipt of notice thereof to the Company.

24. General Monitoring and Remediation

The Agreement establishes construction and restoration guidelines to limit adverse effects to agricultural resources and to return the affected lands to productive agricultural use with a level of production consistent with that of the lands immediately adjacent to the Right-of-Way. Post construction and restoration situations may occur as a result of the pipeline construction which requires further restoration or corrective activities. These areas potentially requiring further restoration or corrective activities will be brought to the Company's attention through Landowner or Tenant contacts with Company ROW staff or as result the Company's monitoring of the pipeline right-of-way.

Concurrence of the Parties to this Agreement

The Illinois Department of Agriculture and Dakota Access, LLC (DAKOTA ACCESS) concur that this Agreement is the complete Agreement governing the mitigation of agricultural impacts that may result from the construction of the pipeline in Hancock, Adams, Schuyler, Brown, Pike, Morgan, Scott, Macoupin, Montgomery, Bond, Fayette, and Marion Counties within the State of Illinois.

The effective date of this Agreement commences on the date of execution.

**State of Illinois
DEPARTMENT OF AGRICULTURE**

DAKOTA ACCESS, LLC

(signature)

Robert F. Flider, Director

(signature)

Joey Mahmoud, VP Engineering

(signature)

By Raymond J. Watson, General Counsel

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1300 Main St.
Houston, TX 77002

_____, 2014

_____, 2014