

# Langdon Wind, LLC

700 Universe Blvd.  
Juno Beach, Florida, 33408-2683

August 14, 2007

Ilona A. Jeffcoat-Sacco, Executive Director  
North Dakota Public Service Commission  
600 E. Boulevard, Dept.408  
Bismarck, ND 58505-0480

Subject: **Langdon Wind, LLC: ND PSC Case No. PU-07-26**

Dear Secretary Jeffcoat-Sacco:

In accordance with the Commission's Order, Langdon Wind, LLC hereby submits North Dakota Department of Transportation Utility Occupancy Application and Permit numbered 3-001-208.9044. Enclosed are eleven (11) copies. The original has been filed with the ND DOT office in Devil's Lake.

Please contact me at (561) 691-7240 or [Scott\\_Scovill@fpl.com](mailto:Scott_Scovill@fpl.com) with any questions or comments.

Sincerely,



Scott Scovill  
Project Director, FPL Energy

# COPY

**UTILITY OCCUPANCY APPLICATION AND PERMIT**  
 North Dakota Department of Transportation, Design Division  
 SFN 7995 (Rev. 05-2004)

Document No. \_\_\_\_\_ (FOR STATE USE ONLY) Permit No. 3-001-208.9044

**APPLICANT INFORMATION**

Owner of Facility <u>FPL Energy, LLC</u>	City <u>Juno Beach</u>	State <u>FL</u>	Zip Code <u>33408</u>
Mailing Address <u>700 Universe Blvd - CPM/JB</u>			Telephone Number <u>701-256-3298</u>
Owner's Agent <u>Dick Rausch, Const. Mgr</u>	City <u>Langdon</u>	State <u>ND</u>	Zip Code <u>58249</u>
Owner's Contractor <u>Emblems Midwest Powerline Constructors</u>	City <u>Sack Centre</u>	State <u>MN</u>	Telephone Number <u>320-352-3757</u>

LOCATION NO. 1 (FOR STATE USE ONLY) Begin Ref. Point 208.9044 End Ref. Point 208.9290

Highway No. 1  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin (see print) 501 feet from reference marker 209

Direction  N  S  E  W End 371 feet from reference marker 209

N  S  E  W from city of Langdon or \_\_\_\_\_ miles from junction highway \_\_\_\_\_

**TYPE OF FACILITY (Complete appropriate spaces only.)**

Description of Proposed Facility  
Four sets of four anchors plus two poles on East Row of Hwy #1  
(see station # on print)

Size of Facility <u>115 KV</u>	Number of Cables <u>Down 16 Guys</u>	Length of Down Guys <u>45' 50' 55' 60'</u>
Pipeline Pressure	Size of Casing	Length of Casing
Location of Pole(s)	Location of Appurtenances	Location - Others

**TERMS AND CONDITIONS:** Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions, attached hereto and made a part hereof.

- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer.
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (D) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.
- (E) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT.
- (F) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (G) The installation shall be completed on or before Sept. 30, 2007

July 30, 2007  
DATE

Dick Rausch 7/30/07  
OWNER'S SIGNATURE

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto and made a part hereof. Approved by NDDOT this 1 day of August, 2007.

300<sup>00</sup> fee

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Wayde Swenson, P.E.  
DISTRICT ENGINEER (TYPE OR PRINT)  
Wayde Swenson  
SIGNATURE

V6

## Risk Management Appendix

### Permits and Licenses with Private Individuals, Companies, Corporations, Etc. (referred to as Recipient):

Recipient agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the Recipient or its agent, but not against claims based on the State's contributory negligence, comparative and/or contributory-negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Recipient to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Recipient also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against the Recipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Recipient shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed as an **additional** insured on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**Recipient shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4 above to the undersigned State representative prior to commencement of this agreement.**

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing the renewal to the undersigned State representative prior to the expiration of the insurance. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Recipient shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Recipient and the State as a result of work undertaken by the Subcontractor. In addition, the Recipient shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Recipient. The Recipient shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Recipient. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Recipient in excess of the minimum requirements set forth above.

# MARSH

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
ATL-001245506-03

## PRODUCER

MARSH USA, INC.  
3475 PIEDMONT RD. N.E.  
SUITE 1200  
FAX: 404-760-5663  
ATLANTACOFFICE.CERTREQUEST@MARSH.COM  
ATLANTA, GA 30305

500469-ENERG-06/07

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

## COMPANIES AFFORDING COVERAGE

## COMPANY

A FEDERAL INSURANCE CO

## COMPANY

B AMERICAN HOME ASSURANCE COMPANY

## COMPANY

C

## COMPANY

D

## INSURED

FPL ENERGY, LLC  
LANGDON WIND  
ATTN: ERICA MCNABB  
RISK MANAGEMENT DEPARTMENT  
700 UNIVERSE BOULEVARD  
JUNO BEACH, FL 33408

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	3711-09-30	09/15/06	09/15/07	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY	7352-37-31 (AOS)	09/15/06	09/15/07	COMBINED SINGLE LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	7352-37-33 (VA)	09/15/06	09/15/07	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 7207708 (AOS)	09/15/06	09/15/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS   <input type="checkbox"/> OTHER
B		WC 7207709 (CA)	09/15/06	09/15/07	EL EACH ACCIDENT \$ 1,000,000
B	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 7209331 (FL)	09/15/06	09/15/07	EL DISEASE-POLICY LIMIT \$ 1,000,000
B	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE.	WC 7209332 (OR)	09/15/06	09/15/07	EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE STATE OF NORTH DAKOTA AND ITS AGENCIES, OFFICERS, AND EMPLOYEE (STATE) ARE INCLUDED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE POLICY AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT. COVERAGE INCLUDES WAIVER OF SUBROGATION IN FAVOR OF THE STATE OF ND.

## CERTIFICATE HOLDER

NORTH DAKOTA DEPARTMENT  
OF TRANSPORTATION  
608 EAST BOULEVARD AVENUE  
BISMARCK, ND 58505-0700

## CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

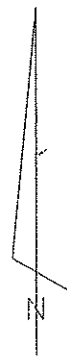
MARSH USA INC.

By: Ronald A. Santaniello

MM1(3/02)

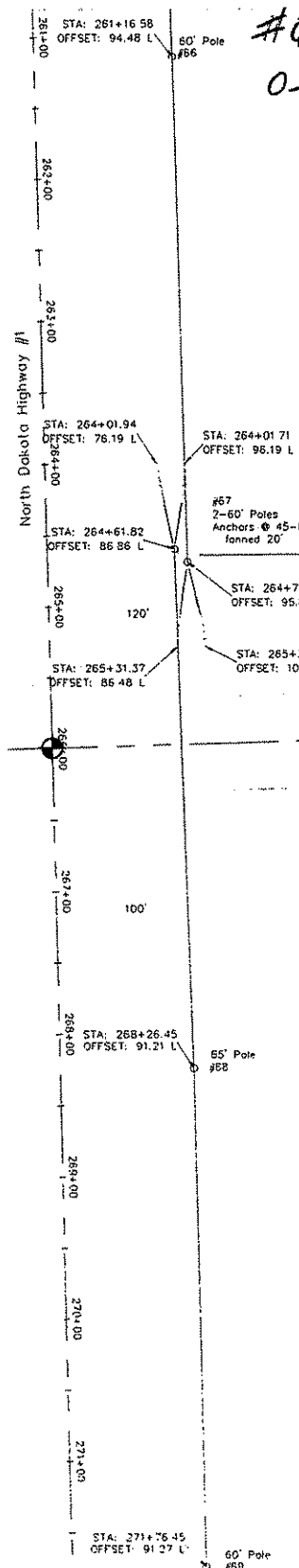
VALID AS OF: 04/24/07

#66 is 86' S. of  
of R.P. 209



Section 10  
T-160-N, R-60-W

Section 11  
T-160-N, R-60-W



120'

120'

100'

100'

Section 15  
T-160-N, R-60-W

Section 14  
T-160-N, R-60-W

NOTE:  
REVISION TO SHEET 22 OF 40  
REVISED 7/20/07

Cavalier County  
Langdon, ND - Hwy  
Encroachment of ND State  
Hwy #1 from one mile south  
of Langdon to eight miles  
south of Langdon.

Wire Size: 954 ACSR Cardinal  
Voltage: 115kV

ENGINEER

S.M.O.  
Sheet 22 of 40

DR:  
APR.

D.A.B.

DATE: 6/26/07  
SCALE: No Scale

FPL Energy logo and text:  
PATH: PATH g/dwgs/surveyprojects/langdon\_wnd  
DWC NO: R/W-H-110-32

**NOTICE:** The Recipient must comply with ALL applicable Federal, State and local laws, rules, regulations, codes, ordinances, etc., including, but not limited to North Dakota Century Code, Chapter 49-23. (ONE-CALL EXCAVATION NOTICE SYSTEM)

**INSTALLATION AND MAINTENANCE:** Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:

1. Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas restored to original condition. Existing topsoil shall be removed prior to excavation and stockpiled until all disturbed areas are restored to original grade. The stockpiled topsoil shall be evenly and smoothly replaced over the areas disturbed by the trenches or pits.
2. Vehicles and other work equipment used to install or maintain said facilities within highway right of way shall, where possible, use established access points, service roads, driveways and approaches to enter or leave the outer portion of the right of way for the performance of necessary work operations. Such vehicles and work equipment shall not be parked on the through-traffic lanes or shoulders of the highway during installation or maintenance of said facilities.
3. Protection to the free and safe flow of the highway traffic shall be as required in accordance with the "Manual on Uniform Traffic Control Devices", current edition.
4. The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.
5. The Department of Transportation may not be the total fee owner and does not warrant the title to the highway right of way covered by the terms of this permit. The Recipient shall be responsible for reviewing the public records to determine ownerships and any encumbrances to the title of the properties covered by the terms of this permit.
6. Reflectorized guy guards shall be installed on all down guys located within highway right of way.
7. The Recipient shall indemnify, save, hold harmless, the State of North Dakota, its agencies, offices and employees, from any and all claims of any nature arising from any direct, indirect, or consequential damage to real property or business, including all costs, expenses, and attorney's fees, which may in any manner arise out of or result from this project.
8. The topsoil will be replaced on all disturbed areas and seeded with a mixture of 1/3 Brome Grass, 1/3 Crested Wheat, and 1/3 Slender Grass. This seed will be applied at 25 pounds per acre.