

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 3-001-212.9449. 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 with any questions or comments.

Sincerely,



Scott Scovill
Project Director, FPL Energy

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design Division
SFN 7995 (Rev. 05-2004)

COPY

Document No. _____ (FOR STATE USE ONLY) Permit No. 3-001-212.9449

APPLICANT INFORMATION

Owner of Facility <u>LANGOON WIND, LLC</u>	City <u>JUNO BEACH</u>	State <u>FL</u>	Zip Code <u>33408</u>
Mailing Address <u>817 3rd St. Suite 106</u>	Telephone Number <u>701-256-3298</u>		
Owner's Agent <u>Dick Rausch, Constr. Mgr.</u>	City <u>Langdon</u>	State <u>ND</u>	Zip Code <u>58249</u>
Owner's Contractor <u>Embloms Midwest Powerline Constructors</u>	City <u>Sauk Centre</u>	State <u>MN</u>	Zip Code <u>55357</u>

LOCATION NO. 1 (FOR STATE USE ONLY) Begin Ref. Point 212.9449 End Ref. Point 212.9473

Highway No. 1 Along or Across Lanes of traffic 2 4 150'

Direction N S E W Begin (SEE BELOW) 290' feet from reference marker 213

Direction N S E W End 281 feet from reference marker 213

N S E W from city of _____ or _____ miles from junction highway _____

TYPE OF FACILITY (Complete appropriate spaces only.)

Description of Proposed Facility <u>Three anchors & six down guys, one anchor & two down guys @ Sta. 52+02.43; one anchor & two down guys @ Sta. 51+97.50; one anchor & two down guys @ Sta. 51+92.57</u>		
Size of Facility <u>NA</u>	Number of Cables <u>DOWN GUYS (2 down guys/anchor)</u>	Length of Down Guys <u>30', 35', 40'</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 12/31/07, 20 07

7/25/07
DATE

Dick Rausch
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 30 day of July, 2007.

150⁰⁰ Fee

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

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

Wayde Swenson
SIGNATURE

VU

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:

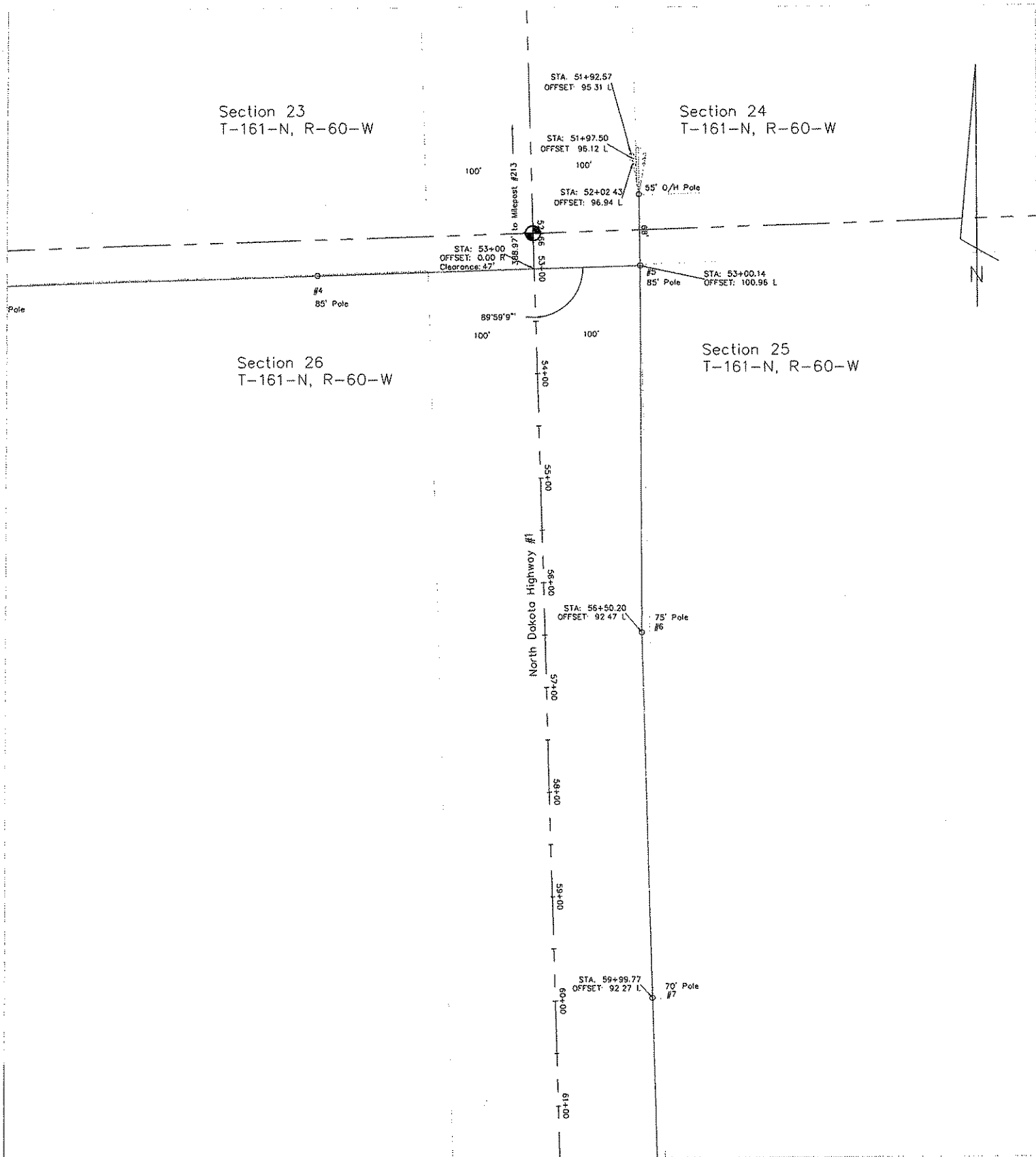
- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota and its agencies, officers, 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.

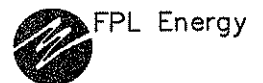
When a portion of a Contract is sublet, the Recipient shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Recipient and the State as a result of work undertaken by the Subcontractor. In addition, the Recipient shall ensure that any and all parties performing 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.



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



PATH: PATH g/dwgs/survey/projects/langdon wind

ENGINEER

S.M.O.

DR:

D.A.B.

DATE:

6/26/07

DWG NO:

R/W-H-110-32

Sheet 1 of 40

APR:

SCALE: No Scale

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.