



IN REPLY REFER TO:

DK-6000
LND-6.00

United States Department of the Interior

BUREAU OF RECLAMATION

Dakotas Area Office
P.O. Box 1017
Bismarck, North Dakota 58502

MAR 30 2012



Mr. Michael Hennes
Minnkota Power Cooperative, Inc.
P.O. Box 13200
Grand Forks, ND 58208-3200

Subject: Special Use Permit 12-LM-60-1076 to Cross the McClusky Canal

Dear Mr. Hennes:

Enclosed is a copy of the signed special use permit allowing Minnkota Power Cooperative, Inc. to cross the McClusky Canal and place one pole on Bureau of Reclamation lands. The permit is valid for 25 years and may be renewed at the end of this period.

If you have any questions, please contact Walt Fairbanks at 701-221-1284 or Nathan Kraft at 701-221-1254.

Sincerely,

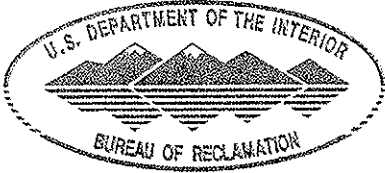
Joseph E. Hall
Chief, Environmental and Resource Management

Enclosure

RECLAMATION

Managing Water in the West

Special Use Permit 12-LM-60-1076



Project: Minnkota Crossing McClusky Canal

Expiration Date: December 31, 2037

Exhibits Attached: Maps

Permit Fee: \$200

Permittee:

Michael Hennes- Minnkota Power Cooperative, Inc.
1822 Mill Road
PO Box 13200
Grand Forks, ND 58208-3200

Purpose: The permittee is granted permission to span the McClusky Canal in two locations with a single circuit 345-kilovolt transmission line. The permittee is allowed to place one pole on Reclamation lands, located on the east side of the canal at Section 7 T.147N. R.76W. The overhead transmission line is supported by a steel self supporting mono pole with concrete foundations without guy wires. Access to construct, maintain and operate the power line will be granted for the term of this permit. See attached general and special conditions.

Description of Premises (legal description and major features, i.e. reservoir, canal): 500 foot area of Section 23 & 26, T. 145 N., R. 79 W., McLean County, North Dakota. SE1/4 Section 7 T.147 N., R76 W., Sheridan County, ND as shown on the attached exhibit

Sign name or names as written in body of permit. For co-partnership, permittees should sign as members of firm; for corporation the officer authorized to execute contracts, etc. should sign, with title the sufficiency of such signature being attested by the Secretary and with corporate seal, in lieu of witness.

The Permittee hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein

Assign/Managing Agency

Bureau of Reclamation

Signature

Richard L. Long
Richard L. Long

Name/Title

Area Manager - DKAO

Date

3/29/12

Permittee(s)

Michael Hennes - Minnkota Power Inc.

Signature

Michael Hennes
Michael Hennes

Name/Title

System Projects Manager

Date

3/19/12

GENERAL CONDITIONS

This permit is issued as authorized by Reclamation Law, and subject to all conditions contained herein.

1. **Payments.** All payments shall be made to the issuing office of the U.S. Bureau of Reclamation on or before the date of issue by a postal money order or a check made payable to the U.S. Bureau of Reclamation.

2. **Use Limitations.** The permitted use: (a) is limited to the purposes and premises herein specified; (b) does not unless specified in the permit grant any rights to water; (c) does not unless provided for in the permit allow restriction of public entry or uses or to the area; (d) is subject to existing easements, rights-of-way, or reservations; (e) is subject to the right of the Bureau to grant other permits for the same premises upon a finding by the Issuing Officer that the additional use is compatible with the use permitted herein; and (f) shall not impede the Bureau, its agents or assigns from carrying on whatever activities are necessary, to (1) protect and maintain the premises, facilities, and adjacent lands administered by the United States and its agencies and (2) manage all resources located on the premises and other Bureau lands.

3. **Damages.** The United States shall not be responsible for any loss or damage to property arising from the issuance of this permit, including but not limited to damages to growing crops, animals, and machinery; or injury to the permittee or its associates, officers, agents, employees, or any others who are on the premises; or for damages or interference caused by natural phenomena. The permittee agrees to save the United States or any of its assigns or agencies harmless from any and all claims for damages or losses that may arise from or be incident to any activity associated with this permit. The permittee also agrees to save the United States, its assigns and agencies, harmless from any damage to the permittee or third parties resulting from project activities of the Bureau, its agents and assigns.

4. **Operating Rules and Laws.** The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, State and Federal laws, rules and regulations applicable to their operations under the permit. Also, the permittee shall take all reasonable precautions to prevent the escape of fires to suppress fires and shall render all reasonable assistance in the suppression of fires.

5. **Responsibility of Permittee.** The permittee, by operating on the premises, shall be considered to have accepted these premises with all the facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination the permittee shall give up the premises in like condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Bureau for any and all damage, directly or indirectly, resulting from the permittee's negligence or failure to use reasonable care.

6. **Revocation.** (a) Violation: This permit may be revoked on the tenth day following written notice to the permittee upon a finding by the Bureau of Reclamation that the permittee has violated any of the terms herein or made use of the premises for purposes not herein prescribed: Provided; That if said violation or non-prescribed use of the premises ceases within 10 days of receipt of notice, the permittee will be allowed to maintain occupancy under this permit.

(b) Non-use and project purposes: This permit may also be revoked with 30 days written notice to the permittee upon a finding by the Bureau of Reclamation that: (1) the permittee has failed to use or discontinued use of the premises, or (2) the premises are needed for project purposes.

(c) Possession: Upon any such revocation, the Bureau, by and through any authorized representative may take possession of said premises for its own and sole use in accordance with Section 10.

7. **Cultural Values.** Should evidence of historical, archaeological, or paleontological sites be discovered during use of the premises, the Permittee immediately shall suspend operations and advise the issuing officer.

8. **Compliance.** Failure of the Bureau to insist upon strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or relinquish of the Bureau's right to thereafter enforce any of the permit's terms, conditions, or requirements.

9. **Termination.** At the termination of this permit, the permittee shall immediately give up possession to the Bureau, reserving, however, the rights specified in Paragraph 10. Upon failure to do so, the permittee shall pay the

Government, as liquidated damages, an amount double the rate specified in this permit, for the entire time possession is retained. The acceptance of any fee for liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an approval of the permittee's possession.

10. **Removal of Permittee's Property.** Upon the expiration, termination, or revocation of this permit, if all rental charges and damage claims due the Government have been paid, the permittee may remove all structures, machinery, or other property, from the premises. Upon failure to remove any of the said property within 60 days of expiration, termination, or revocation, it shall become the property of the United States, and the permittee shall pay the United States for all expenses related to property removal.

11. **Transfer of Privileges.** This permit is not transferable.

12. **Refunds.** All money paid under this permit shall be retained by the Government. If Section 6 (b) (2) is exercised, the fee paid under this permit shall be refunded by a prorata share, as determined by the Bureau of Reclamation.

13. **Official Barred from Participating.** No Member of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

14. **Nondiscrimination in Employment.** The permittee agrees to be bound by the equal opportunity clause of Executive Order 11246.

15. **Liability.** The permitted activities shall be conducted so as not to interfere with the operation, maintenance, and administration of Reclamation Projects. Any additional repairs, maintenance, or expense to Reclamation Projects as a result of the permitted activities shall be reimbursed to the United States by the permittee. The Secretary of the Interior's determination of such expense shall be final and binding upon the parties hereto.

16. **Trespass.** Any use of the premises not herein prescribed shall be considered a trespass. Any violation or trespass on any Bureau lands by the permittee shall be cause for revocation of this permit, in accordance with Section 6. (a) The permittee shall be liable for any damages resulting therefrom and an approximate charge as determined by the issuing officer shall be made to the permittee. Any property constructed in trespass shall be considered property of the United States.

17. **Disclosure.** In accordance with the Privacy Act of 1974 (PL 93-579) please be advised that: (a) Participation is voluntary; however, failure to answer all questions fully may delay processing of this application or result in denial of this permit. (b) Information will be used as a criteria for the issuance of special use permits and for identification of personnel having special use permits on Bureau lands. (c) In the event there is indicated a violation of a statute, regulation, rule, order, or license, whether civil, criminal, or regulatory in nature, the requested information may be transferred to the appropriate Federal, State, or local agency charges with investigation or processing such violations.

18. **Security Requirements.** In accordance with the Bureau of Reclamation's Commissioner's Memorandum of May 30, 2002, the following security provisions shall be followed and apply: (a) All event activities will be disclosed to the local law enforcement agency via the Facility Manager as to the actual date(s), time, expected number of participants. (b) No individual shall be allowed within 100 feet of the facility and/or mission essential vulnerable areas without the written approval of the Facility Manager. (c) The Reclamation Field Office and administrative area bathroom facilities shall be off limits to all unauthorized individuals - as applicable. (d) The Bureau of Reclamation reserves the right to modify any security measures commensurate with the Office of Homeland Security Advisory System.

Work: 38 / File: bureau-2 / NA

SPECIAL CONDITIONS

1. The canal is at risk of sliding at any time, extreme caution should be taken when entering the canal rights-of-way (ROW). Reclamation and the Garrison Diversion Conservancy District will not assume responsibility for any damage to the 345 kV transmission line due to normal canal operation and maintenance or landslides.
2. Upon advance notice from Reclamation, the Permittee will be responsible for possibly relocating the cable in the event that any excavation is needed to perform maintenance on the canal or associated structures.
3. Overhead wires across the canal ROW must have a minimum clearance of 40 ft. above all ground at an ambient temperature of 120 degrees Fahrenheit.
4. Minnkota Power Cooperative, Inc. will install and maintain fence line grounding to existing fencing.
5. Overhead warning signs must installed facing traffic that show the clearance and electrical line voltage.
6. Overhead electrical lines should cross perpendicular to the centerline of the canal
7. Power lines across the canal ROW must have avian avoidance and visibility enhancement devices installed.
8. Any disturbed areas must be repaired and seeded within 30 days of completion of installation.
9. Within 60 days completion of installation, the Permittee will provide the Bureau of Reclamation an as-built drawing identifying the location of the 345 kV transmission line.
10. If maintenance is required on the 345 kV transmission line located within the McClusky Canal ROW, the Permittee shall notify Reclamation before work commences.