

# UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design Division  
SFN 7995 (Rev. 11-2012)

CM# 65160501

Document Number <u>16031</u>	(FOR STATE USE ONLY)	Permit Number <u>52631</u>
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## APPLICANT INFORMATION

Prepared Company Name Brady Wind, LLC		Prepared by Neil Jones for NextEra Energy Resources			
Owner of Facility Brady Wind, LLC, a Delaware limited liability company		City Juno Beach		State FL	Zip Code 33048
Mailing Address 700 Universe Blvd., FEJ/JB, Juno Beach, FL 33048					Telephone Number (561) 691-7232
Owner's Agent Neil Jones		City Cary	State NC	Zip Code 27513	Telephone Number (561) 339-6718
Owner's Contractor Blattner Energy		City Avon		State MN	Telephone Number (320) 356-7351

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

Description of Proposed Facility <u>3 parallel buried (bored) conduits, each containing 1 fiber optic and 3 x 35kV electric cables. Conduits are 8 inches (spaced 10 feet apart), crossing Hwy 22 (90 degrees) at a location approximately 15.2 miles south of Dickinson, ND</u>		
Size of Facility <u>3 conduits (each containing 4 cables)</u>	Number of Cables <u>3 x 35kV cables, 1 fiber optic cable</u>	Length of Down Guys <u>N/A</u>
Pipeline Pressure <u>N/A</u>	Size of Casing <u>3x 8 inch casings</u>	Length of Casing <u>210 feet laterally</u>
Location of Pole(s) <u>N/A</u>	Location of Appurtenances <u>N/A</u>	Location - Others <u>N/A</u>

**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 owner shall be required to wear an ANSI/SEA 107-2004 Class II height visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (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) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (F) 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.
- (G) 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.
- (H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the NDDOT shall have the right to terminate this Permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.

\*\*The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

(I) The installation shall be completed on or before October 31, 2016

Company Name Brady Wind, LLC	Owner's Name (Please Print) John DiDonato (Vice President)
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March 23, 2016  
DATE

[Signature]  
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 7th day of April, 2016.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

[Signature]  
DISTRICT ENGINEER (TYPE OR PRINT)  
[Signature]  
SIGNATURE

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point 5A.6013 Ref marker 55 End Ref. Point 5A.6013 Ref marker 54

Highway No. 22  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin 2,100 feet from reference marker 55

Direction  N  S  E  W End 2,110 feet from reference marker 55

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

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point 5A.5994 Ref marker 55 End Ref. Point 5A.5994 Ref marker 54

Highway No. 22  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin 2,110 feet from reference marker 55

Direction  N  S  E  W End 2,120 feet from reference marker 55

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

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point 5A.5975 Ref marker 55 End Ref. Point 5A.5975 Ref marker 54

Highway No. 22  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin 2,120 feet from reference marker 55

Direction  N  S  E  W End 2,130 feet from reference marker 55

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

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin \_\_\_\_\_ feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

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

LOCATION NO. \_\_\_\_\_ (FOR STATE USE ONLY) Begin Ref. Point \_\_\_\_\_ End Ref. Point \_\_\_\_\_

Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

Direction  N  S  E  W Begin \_\_\_\_\_ feet from reference marker \_\_\_\_\_

Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

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

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Highway No. \_\_\_\_\_  Along or  Across Lanes of traffic  2  4

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Direction  N  S  E  W End \_\_\_\_\_ feet from reference marker \_\_\_\_\_

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

**INTERSTATE HIGHWAYS** - Applicant's description of the proposed method of ingress and egress to and from interstate right of way, as attached to the plan.

**Suggested Utility Conditions for Buried Electric Along and/or Across  
Primary and Secondary Highways**

April 1, 2003

**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)

1. **INSTALLATION AND MAINTENANCE:** Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
8. Trenches and pits opened within the right of way shall be cut to O.S.H.A. Standards and shall be of minimum width necessary to accommodate installation of said facilities. Open trenches and pits shall be barricaded if left unattended.
9. Trenches and pits opened within the right of way shall be backfilled with the same material originally in place, compacted to a density equal to that of the adjacent undisturbed soil and restored to the original grade. The backfill shall be tamped in layers not exceeding six (6) inches in compacted thickness. Consolidation of the backfill by saturation or ponding is not permissible.
11. The buried electrical cable shall have a minimum of thirty-six (36) inches of cover within highway right of way.
14. Splice pits, risers, and other above-ground facilities associated with the buried cable may be installed one (1) foot inside the highway right of way line.
15. On longitudinal installations, where the buried cable or pipe is installed by plowing, the plowed ridges shall be mechanically compacted and made flush with the original ground.

19. The buried electrical cable shall be installed under surfaced section of the highway by boring or jacking pipe through the roadbed between the clear zone limits. Wet boring or jetting of the pipe under the roadway is not permissible.
20. Casing pipe, where installed, shall extend a minimum of two (2) feet beyond the toe of the highway inslopes. The casing pipe shall be sealed at both ends to prevent formation of a waterway through the casing.
22. For highway crossings, marker posts with warning signs, including the words, "**WARNING - BURIED ELECTRICAL CABLE,**" shall be placed over the cable at the right of way line on each side of the highway at the cable crossing. An identification sign shall be placed on one of the marker posts and shall show the name, address, and telephone number of the Recipient. Buried cable installed along the highway shall be identified by marker posts with warning signs placed at the right of way line at least every 1,000 feet along the length of the installation.
58. 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 damages 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.

## 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 State or its agents, 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. The insolvency or bankruptcy of the insured Recipient shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Recipient from meeting the retention limit under the policy. 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.

RM Consulted 2007  
Revised 5-09







# North Dakota Department of Transportation

Grant Levi, P.E.  
Director

Jack Dalrymple  
Governor

**Brady Wind, LLC**  
**700 Universe Blvd., FEJ/JB,**  
**Juno Beach, FL 33048**

Dear Permitte:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,  

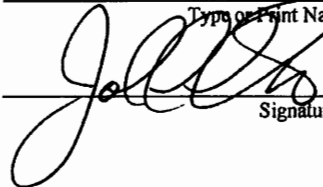

**UTILITY OCCUPANCY APPLICATION AND PERMIT # 16031/52631 & 16032/52632**

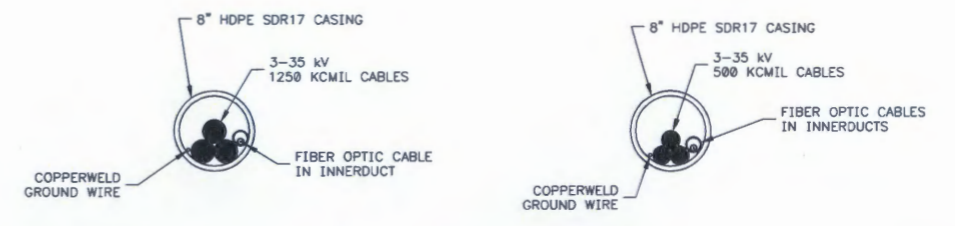
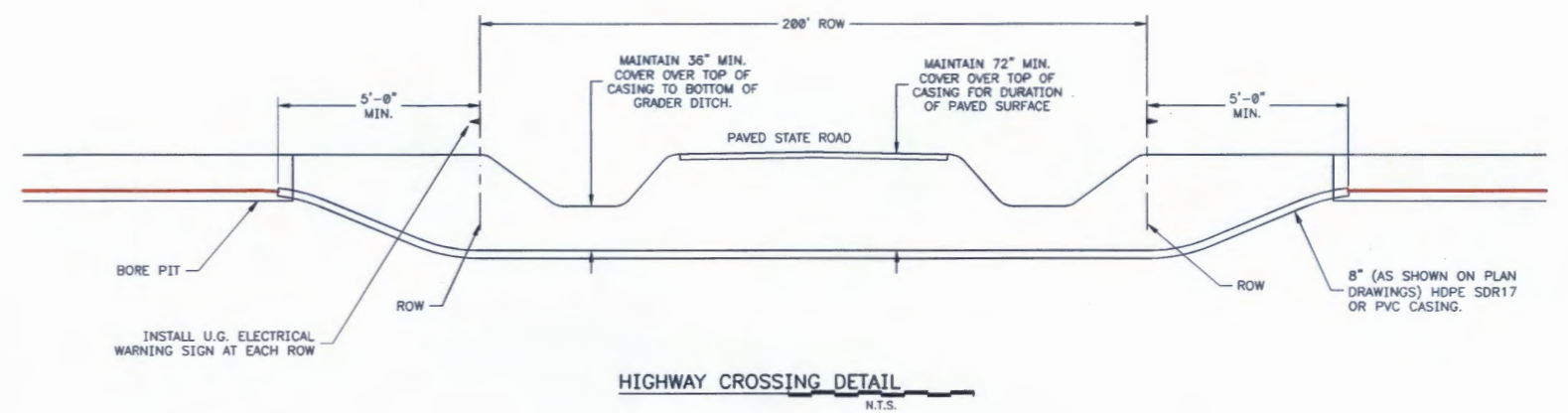
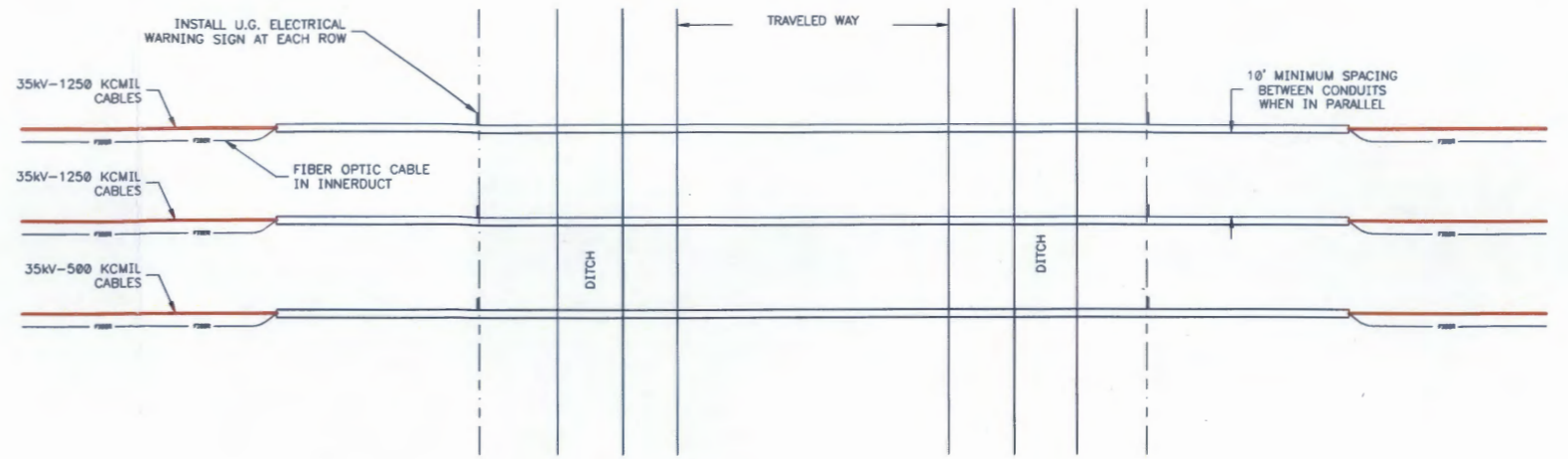
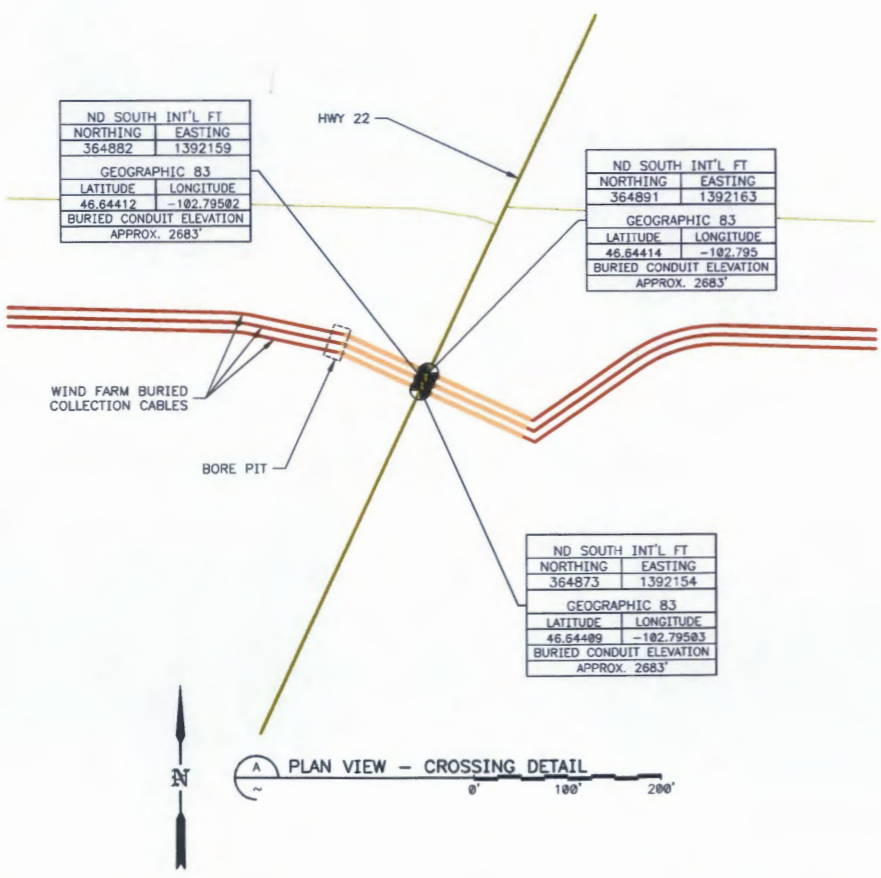
**BRADY WIND, LLC.**; insurance coverages (including proof of coverages) consistent with the contract specifications.

Date April 6, 2016

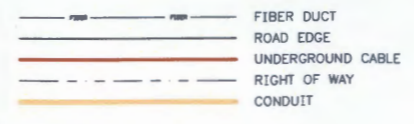
John DiDonato, Vice President

Type or Print Name & Title

  
Signature



**LEGEND**



- NOTES:**
1. FOR PERMITTING ONLY. NOT CONSTRUCTION DRAWING.
  2. BORE HOLE DIAMETER MUST NOT EXCEED OUTSIDE DIAMETER OF CASING BY MORE THAN 1 INCH.

500 22234 FHW-16 Brads - Highway Crossing Permits

**P & E ENGINEERING CO.**  
POWER SYSTEM ANALYSIS AND DESIGN  
245 S. 29  
P.O. Box 820  
Carlisle, IA 50047  
Office: 515-690-3003  
Fax: 515-690-3130  
pea@peaeng.com



REV	DESCRIPTION	DES	DFTR	APPR	DATE	INCEPTION
A	ORIGINAL DESIGN	P&E	DRV	MCR	2016-03-07	DATE 2016-03-07
B	REVISED CROSSING DETAIL TO SHOW THREE CONDUITS	P&E	CEW	MCR	2016-03-10	DESIGN P&E
						DFTR DRV
						APPR MCR

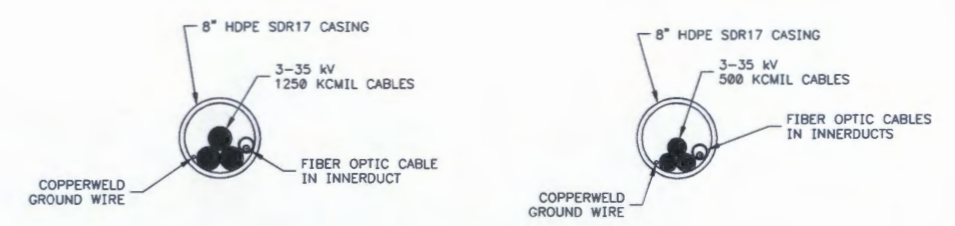
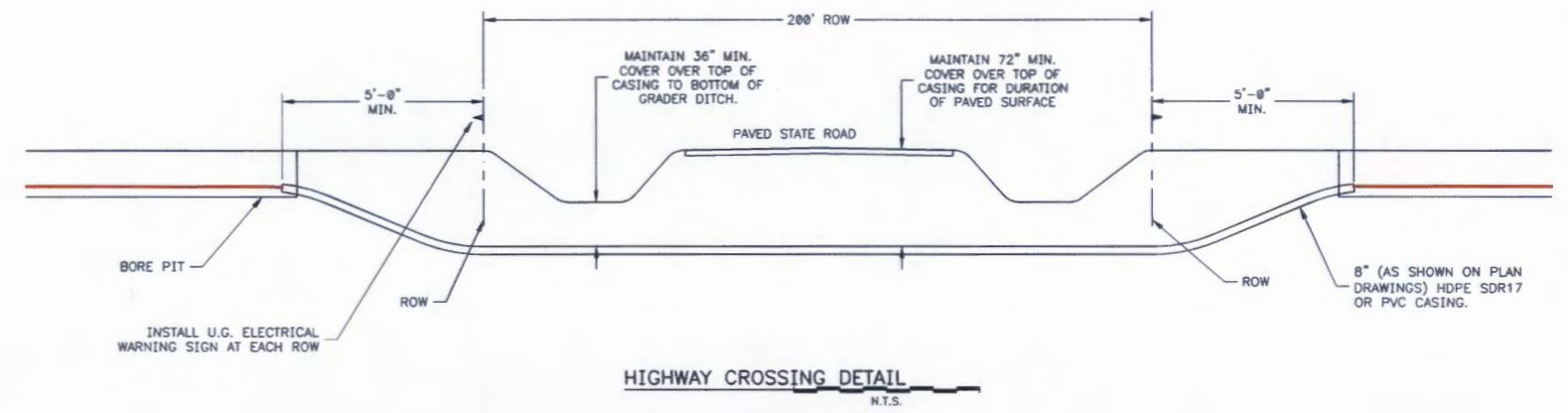
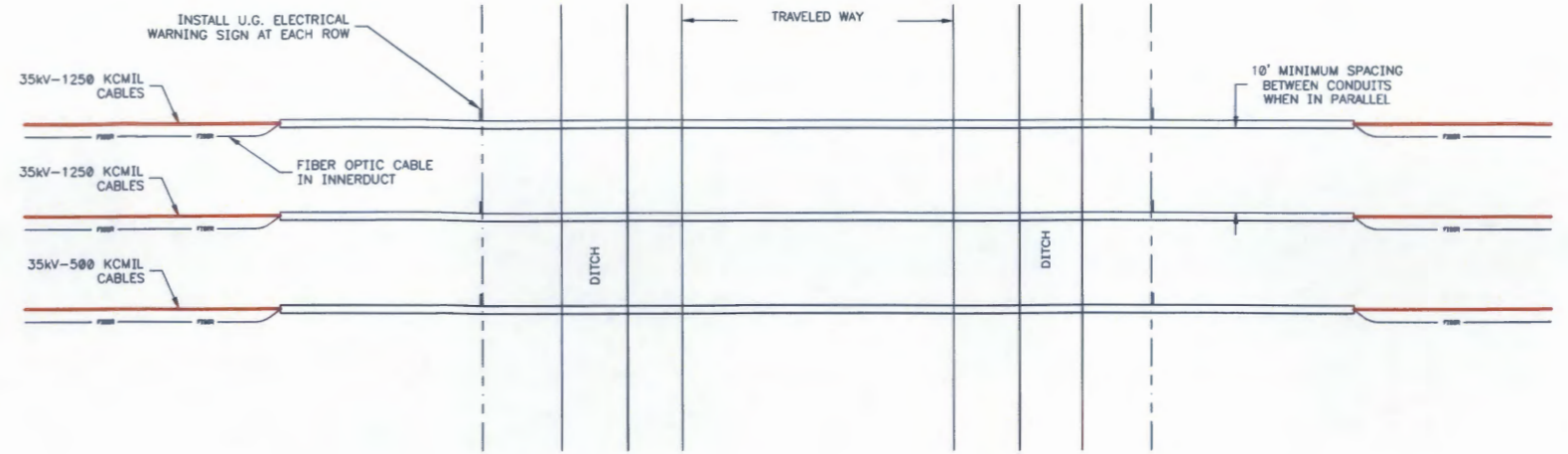
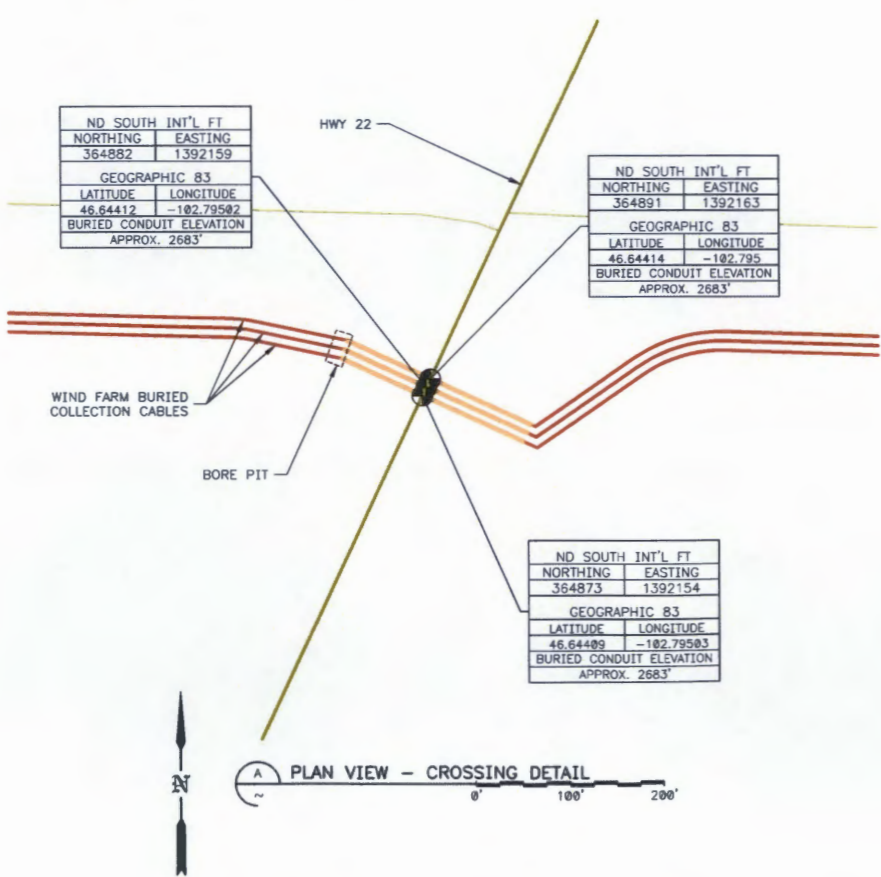
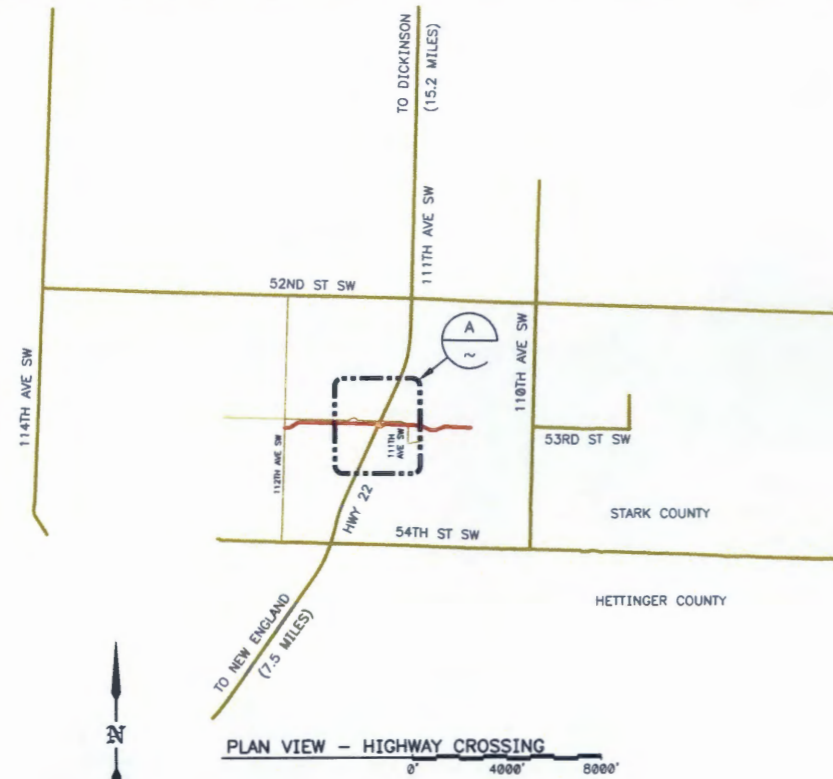
**PRELIMINARY  
NOT FOR CONSTRUCTION**

**NEXTERA ENERGY RESOURCES  
BRADY WIND, LLC**  
HIGHWAY CROSSING PERMIT

MODULE NUMBER: **N/A**

SCALE: AS SHOWN

REV **B**  
DWG NO **E9249-906**



**LEGEND**



- NOTES:**
1. FOR PERMITTING ONLY. NOT CONSTRUCTION DRAWING.
  2. BORE HOLE DIAMETER MUST NOT EXCEED OUTSIDE DIAMETER OF CASING BY MORE THAN 1 INCH.

5/20/2016 1:00:00 PM - 10/20/2016 10:00:00 AM

**P & E ENGINEERING CO.**  
POWER SYSTEM ANALYSIS AND DESIGN  
245 S. 5th  
P.O. Box 620  
Cedarvale, IA 50047  
Office: 515-688-3053  
Fax: 515-688-3138  
peesnor@peesnor.com

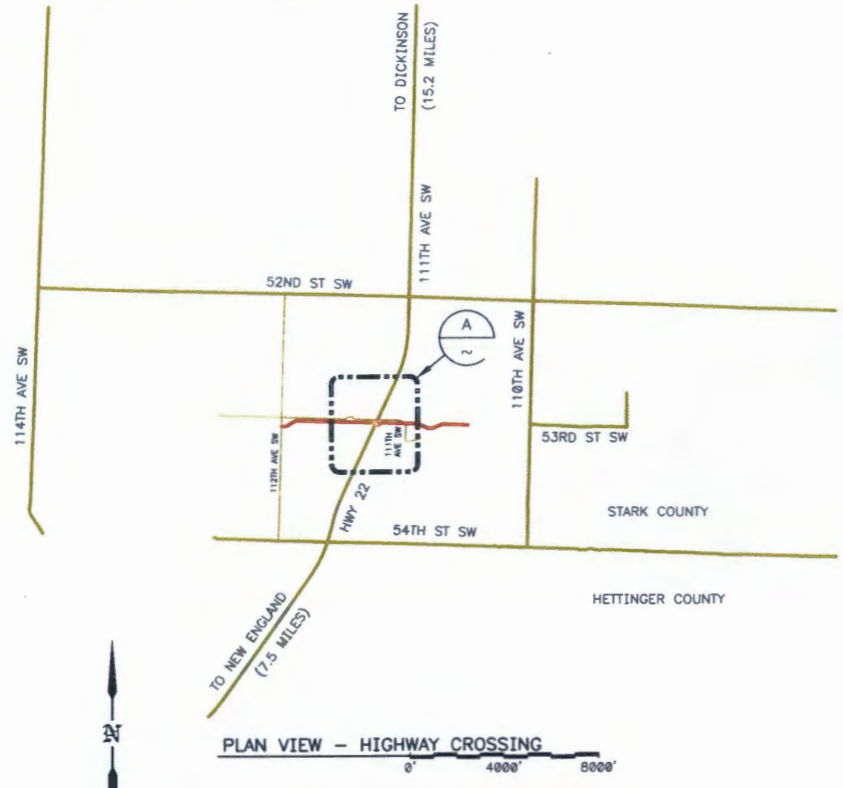


REV	DESCRIPTION	DESIGNED	DATE	INCEPTION
A	ORIGINAL DESIGN	P&E	2016-03-07	DATE 2016-03-07
B	REVISED CROSSING DETAIL TO SHOW THREE CONDUITS	P&E	2016-03-10	DESIGNED P&E
				DFTR DRV
				APPR MCR

**PRELIMINARY  
NOT FOR CONSTRUCTION**

**NEXTERA ENERGY RESOURCES  
BRADY WIND, LLC**  
HIGHWAY CROSSING PERMIT

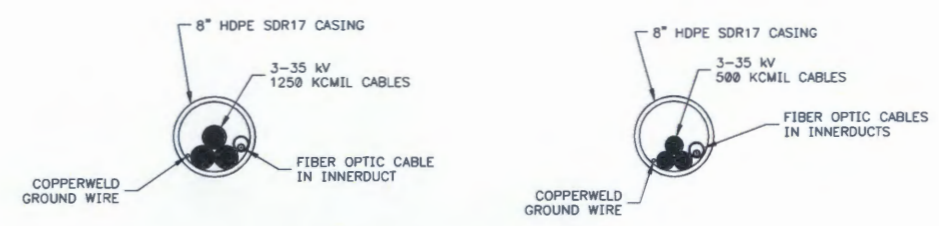
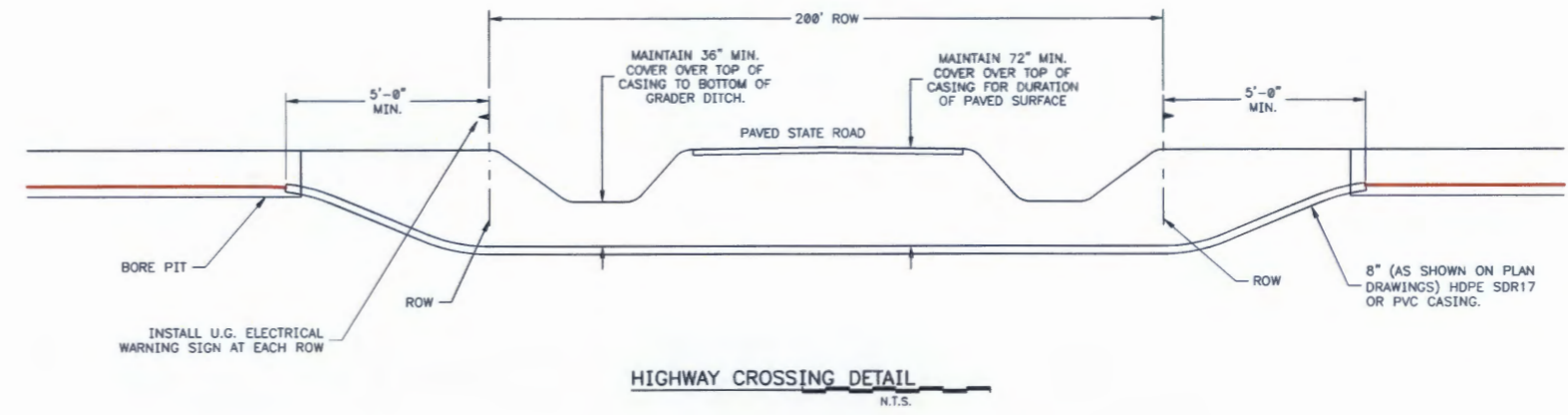
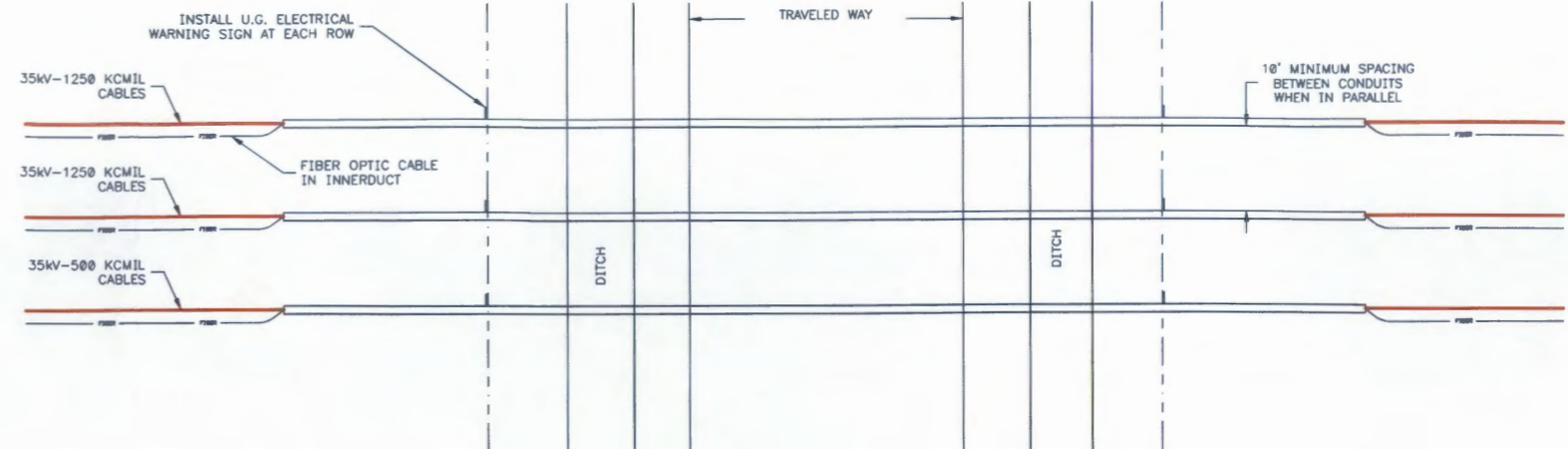
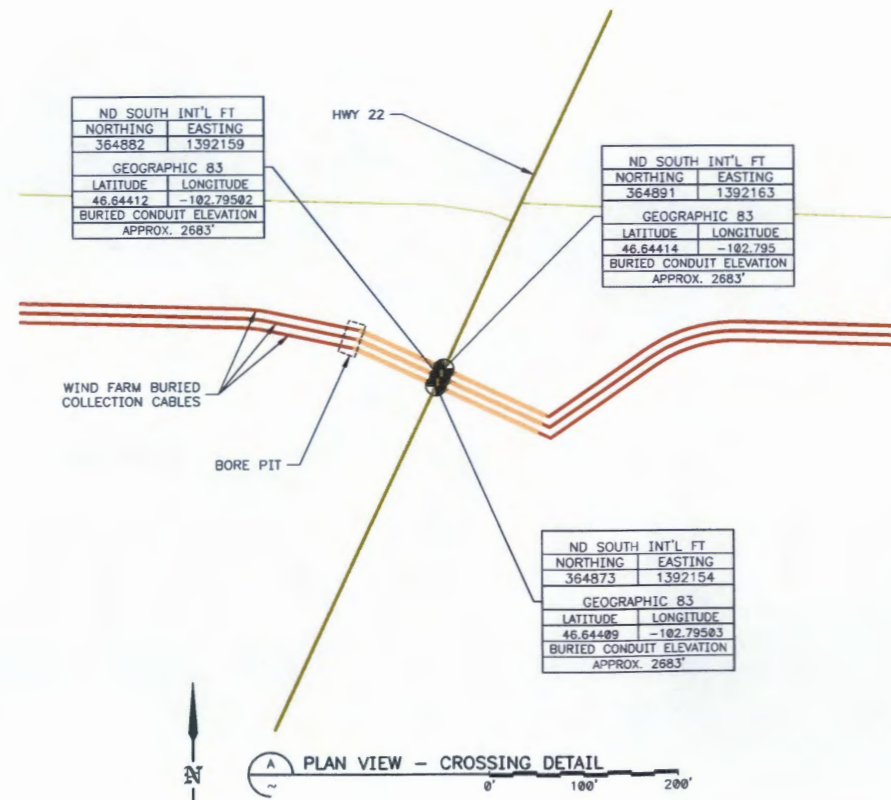
MODULE NUMBER: N/A  
SCALE: AS SHOWN  
REV B  
DWG NO  
**E9249-906**



ND SOUTH INT'L FT	
NORTHING	EASTING
364882	1392159
GEOGRAPHIC 83	
LATITUDE	LONGITUDE
46.64412	-102.79502
BURIED CONDUIT ELEVATION	
APPROX. 2683'	

ND SOUTH INT'L FT	
NORTHING	EASTING
364891	1392163
GEOGRAPHIC 83	
LATITUDE	LONGITUDE
46.64414	-102.795
BURIED CONDUIT ELEVATION	
APPROX. 2683'	

ND SOUTH INT'L FT	
NORTHING	EASTING
364873	1392154
GEOGRAPHIC 83	
LATITUDE	LONGITUDE
46.64409	-102.79503
BURIED CONDUIT ELEVATION	
APPROX. 2683'	



**LEGEND**



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  2. BORE HOLE DIAMETER MUST NOT EXCEED OUTSIDE DIAMETER OF CASING BY MORE THAN 1 INCH.

500 2224 1207-96 State - Highway Crossing Permitting

**P & E ENGINEERING CO.**  
POWER SYSTEM ANALYSIS AND DESIGN  
245 S. 5th  
P.O. Box 620  
Curlisle, IA 50047  
Office: 515-606-3083  
FAX: 515-606-3130  
pecon@pecon.com



REV	DESCRIPTION	DESG	DFTR	APPR	DATE	INCEPTION
A	ORIGINAL DESIGN	P&E	DRV	MCR	2016-03-07	DATE 2016-03-07
B	REVISED CROSSING DETAIL TO SHOW THREE CONDUITS	P&E	CEW	MCR	2016-03-10	DESIG P&E
						DFTR DRV
						APPR MCR

**PRELIMINARY  
NOT FOR CONSTRUCTION**

**NEXTERA ENERGY RESOURCES  
BRADY WIND, LLC**  
**HIGHWAY CROSSING PERMIT**

MODULE NUMBER: **N/A**

SCALE: AS SHOWN

REV **B**  
DWG NO **E9249-906**