

Casey A. Furey
100 West Broadway, Suite 250
P.O. Box 2798
Bismarck, ND 58502-2798
701.223.6585
cfurey@crowleyfleck.com

June 20, 2016

Hand Delivery

Mr. Darrell Nitschke
Executive Director
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

Dear Mr. Nitschke:

In re: Brady Wind, LLC
150 MW Wind Energy Center
PSC Case No. PU-15-690

Brady Wind, LLC
230 kV Transmission Line
PSC Case No. PU-15-797

Our File No. 35-218-026

Enclosed for filing in the captioned cases please find two copies of the Driveway Application & Permit labeled temporary.

Please call should you have any questions.

Sincerely,


Casey A. Furey

CAF/rw

Enc.

cc: Zachary E. Pelham (via email)
Jerry R. Lein (via email)
Jaimee Antognazzi (via email)

112 PU-15-797 Filed 06/20/2016 Pages: 9
Temporary Driveway Application & Permit
Brady Wind, LLC
Casey Furey, Crowley Fleck, PLLP

138 PU-15-690 Filed 06/20/2016 Pages: 9
Temporary Driveway Application & Permit
Brady Wind, LLC
Casey Furey, Crowley Fleck, PLLP

DRIVEWAY APPLICATION & PERMIT TEMPORARY
 North Dakota Department of Transportation, Maintenance Division
 SFN 5918 (Rev. 9-2013)

Permit Number **1610** *CM#65160876*
 District Number **05**

Applicant Blattner Energy Inc. Brady Wind		Telephone Number (320) 292 - 5947	
Address 11035 52nd Street SW	City Dickinson	State ND	ZIP Code 58601

Driveway Information on State Highway Right of Way

Number of Driveways 2	<input type="checkbox"/> Private <input checked="" type="checkbox"/> Commercial	Direction <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input checked="" type="checkbox"/> W side of Route 22
Location Lat: 46.645061 N Long: -102.794400 W		
Town Dickinson	Highway State HWY 22	Junction N. of 53rd St. and Hwy 22
		Mile Marker Number 55 54.6686 LT
Description of proposed work on state right of way and type of business served. We will be constructing an approach road on the east and west sides of Hwy 22 to enable improved access for transmission line construction (approved NDDOT crossing permit 52632). The access roads will be placed perpendicular to Hwy 22 and will be temporary therefore removed after construction completion. Each road will be a 30' road entrance with 30' turn radius on the north and south side of the entrances on the east and west sides of state Hwy 22. The entrance will be graveled and a culvert will be installed. Sizing of culvert will be in accordance with the recommendation of NDDOT. <i>TRUCK ENTERING SIGNALS ARE REQUIRED</i> <i>1,750' SOUTH RP 55</i>		

Applicant agrees that any permit issued and any entrance built or work done shall be in accordance with plans attached hereto and made a part hereof, and Permit Specifications printed on the reverse side of this sheet. If the applicant fails to construct the drive to the specified dimensions, including the proper culvert length and inslopes, the Department of Transportation, hereinafter referred to as NDDOT, will either cancel this permit and remove the drive or make the necessary corrections and the Applicant will reimburse NDDOT for such work.

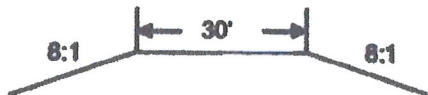
APPLICANT:

Kevin Reisert
 Name (Type or Print)
 x *Kevin Reisert*
 Signature
 FCC
 Title
5/4/16
 Date
 Permit granted: *5/18/16*
 Date

**NORTH DAKOTA
 DEPARTMENT OF TRANSPORTATION**

Lawrence Gangel
 District Engineer (Type or Print)
 x *Lawrence Gangel*
 Signature
5/18/16
 Date
 DRIVEWAY WILL BE REMOVED & RECLAIMED BY:
 Construction shall be completed by:
12/2016
 Date

Sketch:



DRIVEWAY PERMIT SPECIFICATIONS

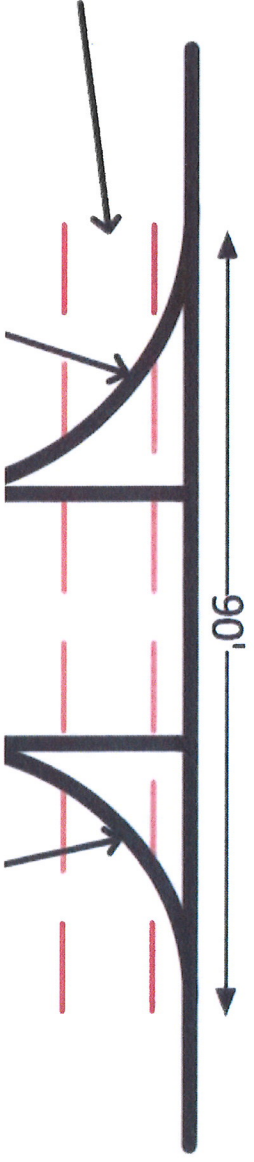
1. The total cost of all construction and maintenance of the work specified shall be borne by the Applicant, his grantees, successors, and assigns; except that the state will maintain the shoulder of the roadway.
2. The applicant shall be required to wear an ANSI/ISEA 107-2004 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
3. It is understood by the Applicant that the state does not assume any responsibility for the removal or clearance of snow, ice, or sleet, or the opening of windrows of such materials, upon any portion of the driveway even though snow, ice, or sleet is deposited or windrowed on said drive by its authorized representative engaged in normal winter maintenance operation.
4. No driveway shall be considered as completed until checked and approved by NDDOT. Surfacing may be omitted on field entrances if so specified in the application.
5. A driveway, as referred to in this permit, shall be the traveled area between the highway roadway surface and the adjacent right-of-way line. Said driveway shall be used only for the purpose of providing entrance to and exit from the Applicants property.
6. No driveway, or improvement constructed on the highway right of way shall be altered or relocated without permission of the district engineer of NDDOT.
7. The Applicant agrees to perform all work in accordance with this permit, and to indemnify and hold harmless NDDOT, its officers, and employees from any and all liability, judgments, costs, expenses, and claims growing out of damages, or alleged damages, of any nature whatsoever, to any person or property arising out of performance or nonperformance of said work, or the existence of said driveways.
8. It is understood by the Applicant that the location, construction, and maintenance of driveways are under the supervision of NDDOT at all times, and that in granting this permit NDDOT waives none of its powers or rights to direct the removal, relocation, or proper maintenance in the future of any driveways within the right of way of the state highway.
9. The granting of this permit does not vest the Applicant with the exclusive use of the driveway. NDDOT retains the right to diminish and expand the use of the driveway as required in the interest of the safety of highway traffic.
10. Wetlands: The applicant shall certify that no wetlands will be impacted by the installation of the driveway. If wetlands are impacted, the applicant shall coordinate with the US Army Corps of Engineers (USACE), North Dakota Regulatory Office to determine if a permit is required or mitigation is needed. Certification of avoidance, a wetland delineation, or a permit (if required) from the USACE shall be attached to the application.
11. The Applicant, 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 Applicant 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.

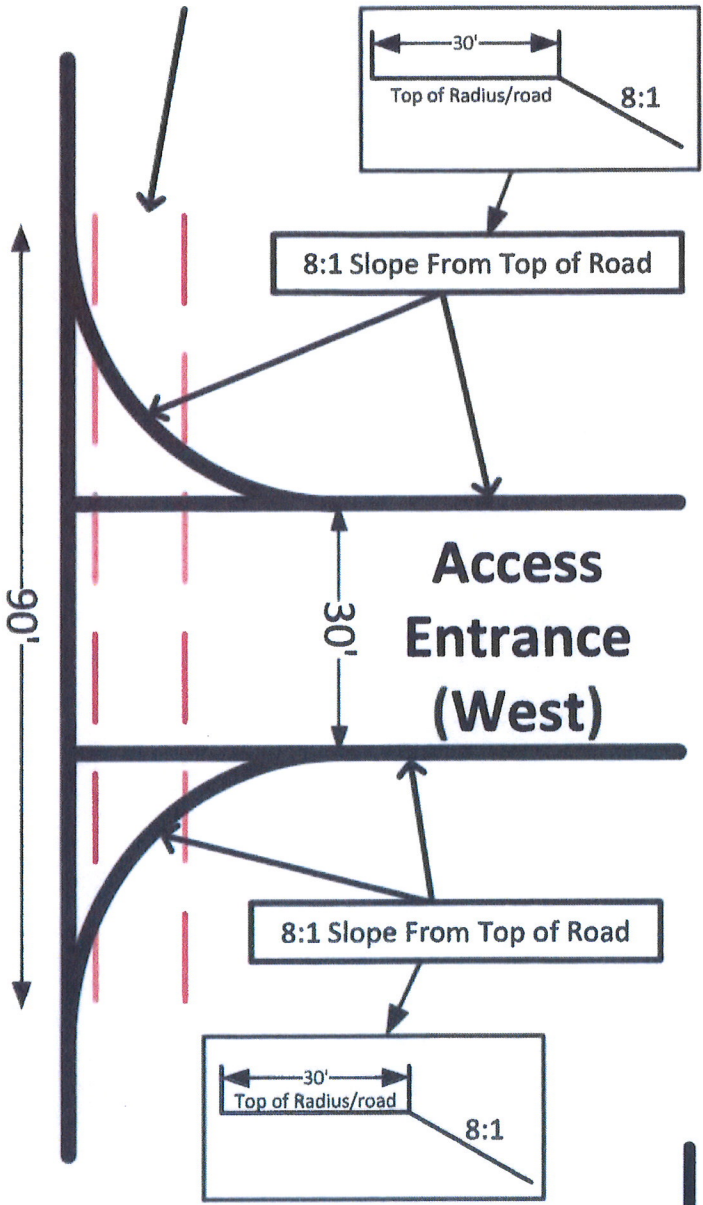
12. Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

rt. Size TBD by
NDDOT



State HWY 22

Culvert. Size TBD by
NDDOT



Urlacher, Belinda J.

From: Neil Jones <njones@atwell-group.com>
Sent: Thursday, May 19, 2016 12:17 PM
To: Urlacher, Belinda J.
Subject: RE: Driveway locations

Belinda,

The driveway locations required for the transmission work are approximately 1,750 feet south of reference marker 55 (on east and west side of highway). There is a nearby road but we're not allowed to use because it's not within our construction easement with the landowner.

The laydown yard driveway will be located on the west side of mile marker 55 (0 feet).

All three roads will be temporary and will be removed at the conclusion of construction (estimated EOY 2016).

Thanks,

Neil Jones

Senior Project Manager

Power & Energy

ATWELL, LLC

561.339.6718 Mobile

njones@atwell-group.com

www.atwell-group.com

Local Solutions | National Presence

From: Urlacher, Belinda J. [<mailto:burlacher@nd.gov>]

Sent: Thursday, May 19, 2016 1:30 PM

To: Neil Jones

Subject: Driveway locations

Importance: High

Neil,

I will need the driveway locations in reference to the mile markers.

Belinda Ballweber-Urlacher
District Materials Coordinator
Dickinson District
1700 3rd Ave West, Ste 101
Dickinson, ND 58601-3009
Office: 701-227-6520
Fax: 701-227-6505
Cell: 701-290-8288

"You can complain because roses have thorns, or you can rejoice because thorns have roses!" Ziggy

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



AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC.		INSURED Brady Wind, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 04/06/2016	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

NextEra Energy Resources, LLC Schedule of Workers' Compensation Policies

New Hampshire Insurance Company:

- Policy No. WC067713064 (AOS)
- Policy No. WC067713065 (CA)
- Policy No. WC067713069 (FL)
- Policy No. WC067713070 (MA, ND, OH, WA, WI, WY)
- Policy No. WC067713066 (IL, KY, NC, NH)
- Policy No. WC067713067 (NJ, PA)
- Policy No. WC067713068 (AZ, VA)
- Policy No. WC067713071 (ME)

National Union Fire Insurance Co of Pittsburgh PA:

- Policy No. WC067713072 (OR)



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

Brady Wind II, LLC
700 Universe Blvd
Juno Beach, FL 33408-2657

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,

DRIVEWAY APPLICATION AND PERMIT # 16-10 & 16-11

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

Date May 18, 2016
John DiDonato

Vice President

John DiDonato
Type or Print Name & Title
John DiDonato
Signature