

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design
SFN 7995 (6-2016)

FOR STATE USE ONLY (Type or Print)

RIMS Document Number 73663	Contract Number 67200455	District Tracking Number 7-040-005, 7436
-------------------------------	-----------------------------	---

APPLICANT INFORMATION

Authorized Utility Agent (must be same as signatory for permit)

Company Name Aurora Wind Project LLC	Contact Name Brian Doherty	Telephone Number 978 989 2244		
Mailing Address 100 Brickstone Square, Suite 300	City Andover	State MA	ZIP Code 01810	Email Address brian.doherty@enel.com

Preparer - Consultant

Company Name Enel Green Power North America	Contact Name Jeremy T. Price	Telephone Number 978 382 1751		
Mailing Address 100 Brickstone Square, Suite 300	City Andover	State MA	ZIP Code 01810	Email Address jeremy.price@enel.com

Utility Contractor

Company Name Brink Constructors, Inc.	Contact Name Kris Gonzales	Telephone Number 1-605-718-2120		
Mailing Address 2590 N Plaza Drive	City Rapid City	State SD	ZIP Code 57702	Email Address Kris@BrinkRed.com

TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility 345 kV overhead electric transmission line		
Size of Facility 345 kV	Number of Cables 3 phase power, 2 ground	Length of Down Guys N/A
Pipeline Pressure N/A	Size of Casing N/A	Length of Casing N/A
Location of Pole(s) N/A	Location of Appurtenances N/A	Location - Others N/A

No Poles in R/W

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.

The installation shall be completed on or before:

Date December 31, 2020

See page 2 for additional Terms and Conditions.

APPROVAL

Company Name (Utility Agency) Aurora Wind Project LLC	Authorized Utility Agent Name (Type or Print) Brian Doherty	Authorize Agent Title Authorized Representative
Date 4/6/20	Authorized Agent's Signature <i>Brian Doherty</i>	

To be signed by Owner, Partner, Corporate President, Vice President, or other authorized Corporate Officer. If signed by other authorized Corporate Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.

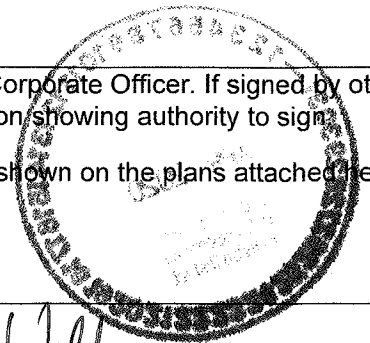
The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto, and made a part hereof.

NDDOT Approved Date 4/9/20

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) Joel M. Wilt, PE	District Engineer Signature <i>Joel M. Wilt</i>
---	--

273372



- (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/ISEA 107-2010 Class II high 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. The owner may be held responsible for delay costs caused by the owner's failure to use reasonable efforts to relocate or adjust facilities in a timely manner.
- (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, will be excluded from participation in, 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, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and regulations, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.

That in the event of breach of any of the above Non discrimination covenants, the NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.
- (I) If the utility facility includes drain tile, a "Request for Drainage on Highway Rights of Way", state form number 50909, must be made in conjunction with this permit.
- (J) The Department's review and subsequent approval of this permit request does not relieve the applicant of the responsibility to comply with all Federal and State laws and regulations that govern, but are not limited to, the protection of wetlands, threatened and endangered species, and migratory birds. The applicant is responsible to comply with all Federal and State laws and regulations that govern the protection of cultural resources within the permit application area (e.g., S.106 of the National Historic Preservation Act, 36 CRF Part 800; ND Century Code 55-02-07; ND Century Code 55-03-01.1). The applicant shall be aware of the ND State burial law (ND Century code 23-06-27; Administrative Rule 40-02) and ensure compliance for any discovery of human remains within the permit request area.
- (K) The Contractor agrees that NDDOT's review of the utility relocation plans, specifications, calculations, and field inspections shall be solely for NDDOT purposes and not for the benefit of the Utility or any third party and shall not be deemed to mean that the Utility's design and construction is structurally sound and appropriate or meets applicable federal and state regulations, laws, or local ordinances, codes, or industry standards (collectively, "Requirements"). The Utility affirms that it has taken all of the actions necessary and required for the construction, operation, and maintenance of its facility authorized hereunder, including compliance with all Requirements."
- (L) Detailed location maps showing lateral offsets from roadway centerlines are required for a permit.


For State Use Only

District Tracking Number

Please attach detail location map for each Utility Location. Use multiple utility locations when changing lateral offsets.

Highway Number 40	Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across	
Nearest City or Hwy Jct. Tioga	Direction (N, S, E, W) North	Approximate Miles From 1.86
Begin	Reference Marker 5	Direction (N, S, E, W) North
	Direction From Centerline (N, S, E, W) West	Longitudinal Offset (feet) 3926 / 500 r/su
End	Reference Marker 6	Direction (N, S, E, W) South
	Direction From Centerline (N, S, E, W) East	Longitudinal Offset (feet) 1331
		Lateral Offset (feet) N/A

For State Use Only				
	Begin		End	
Location Number	Reference Pt	Offset	Reference Pt	Offset
	005.7436			

12/25 @ \$100


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.

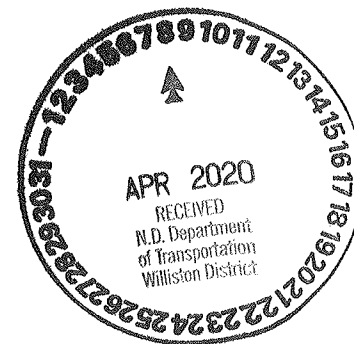
The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing 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





April 3, 2020

Aurora Wind Project LLC
100 Brickstone Square Suite 300
Andover, MA 01810

Subject: Insurance Coverage Consistent With Contract
RIMS Document Number: 73663

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,

Joel M. Wilt

The following signatory hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Utility Company Name: Aurora Wind Project LLC

Authorized Utility Agent Name (Type or Print): Brian Doherty

Authorized Utility Agent Title: Authorized Representative

Date: 4/6/20

Signature:

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. **The parking of equipment, vehicles, and storing of materials in the median on divided roadways is not permitted. On all roadways, parking and storing of materials may be permitted only if equipment, vehicles and material are located a minimum of 60 feet from the outside edge of the driving lane.**
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. The minimum vertical clearance above ground of said facilities within highway right of way, and the lateral clearance from highway bridges, shall conform to provisions of the latest edition of the National Electrical Safety Code.

7. If installation of said facilities across the highway necessitates temporary interruption of the flow of highway traffic, work operations shall be confined to daylight hours and flag persons shall be provided to stop traffic on each approach to the work site. Interruption of the flow of highway traffic may not exceed five (5) minutes except by special permission from the Department of Transportation or the State Highway Patrol.

8. Reflectorized guy guards shall be installed on all down guys located within highway right of way.

9. 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.

10. The topsoil will be replaced on all disturbed areas and seeded as determined below (provide a temporary cover crop):

Seed Class Mix Requirements		
Class II – Early Season		
Grass Species	Variety	Pounds Pure Live Seed Per Acre
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst, Summer	3.2
Green Needlegrass	Lodorm, AC Mallard, Fowler	2.4
Sideoats Grama	Killdeer, Pierre, Butte	3.6
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firstrike	5.0
Total		23.8

Seed Class Mix Requirements		
Class II – Late Season		
Grass Species	Variety	Pounds Pure Live Seed Per Acre
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst,	1.6

	Summer	
Green Needlegrass	Lodorm, AC Mallard, Fowler	3.6
Canada Wild-rye	Mandan	5.2
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firststrike	5.0
Total		25.0

F:\USERS\JUDPLU1\WPDATA\UTILITY\CONDITNS\PERMIT2.WPD

NDDOT Highway 40 Crossing
345 kV Crossing - Aurora Wind Project

Legend

- 345 kV Transmission Crossing
- Reference Marker

Lat: 48.423533°
Long: -102.929243°
1331 feet South of RF 6
3926 feet North of RF 5

Reference Marker 6

40

69th St - NW

104th Ave - NW

Reference Marker 5



2000 ft

Google Earth

© 2020 Google

PLS-CADD DRAWING



PLAN LEGEND:

- STRUCTURE
- 12 STRUCTURE NUMBER
- CENTERLINE
- CLEARANCE
- METEAD BOUNDARY
- CROSSING EASEMENT
- CROSSING UTILITY CENTERLINE
- FENCE
- ACCESS ROADS AND STRIKING EASEMENTS
- HYDROLOGIC LOW AREA
- FORESTED AREA
- DANGER SHIPPER HAZARD
- NONPARTICIPATING PROPERTY

PROFILE LEGEND:

- OPWV APL CENTERLINE (007504)
- DESIGN MAX TENSION 7000 NDCB 10Y
- DESIGN MAX TENSION 7000 NDCB 10Y
- DESIGN MAX TENSION 7000 NDCB 10Y
- CONDUCTOR BUNDLED ACSR 795 T60L 304L 307 TRAPEZOIDAL
- DESIGN MAX TENSION 10000 NDCB 10Y/150000
- CLEARANCE LINE
- GROUND LINE
- ◆ LOW VOLTAGE OVERHEAD CROSSING (4KV COND)
- ◆ 18.7 CLEARANCE PROVIDED (RIS MINIMUM @ .25F)
- ◆ HIGH VOLTAGE OVERHEAD CROSSING (20KV)
- ◆ 17 CLEARANCE PROVIDED (RIS MINIMUM @ .25F)
- ◆ 17 CLEARANCE PROVIDED (RIS MINIMUM @ .25F)

- PERMITS NOTES:**
1. DISPLAYED TRANSMISSION LINE, OPERATING AT 138 KV, IS TO BE DELETED FROM THIS PROJECT.
 2. MAINLINE CLEARANCE FROM GROUND TO CONDUCTOR: 22.3
 3. SURVEY DATA RECEIVED FROM A WELL SURVEY, 1.2019
 4. STRUCTURES ARE SAEFER STEEL PILES (18" X 18" W/ALUMINUM 1.202)
 5. LISTED CONDUCTOR IDENTIFIERS ARE EXACT AND DO NOT INCLUDE TOLERANCES OR TOLERANCE SPREADS (UNLESS SPECIFIED)

SUMMARY:

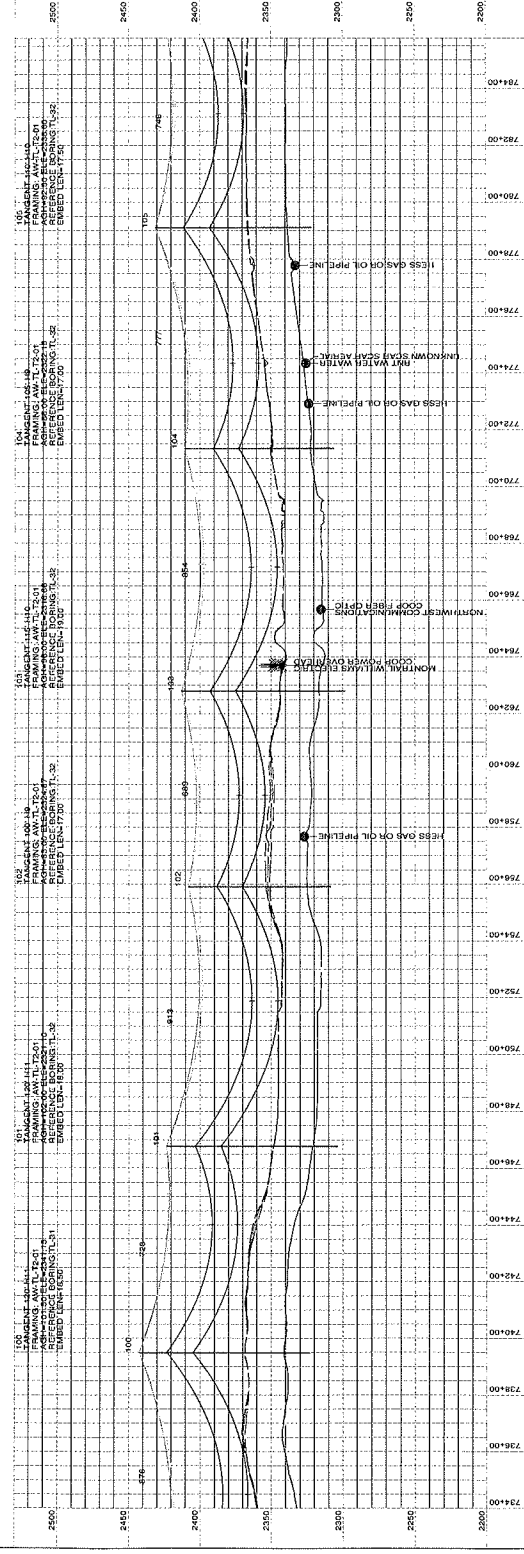
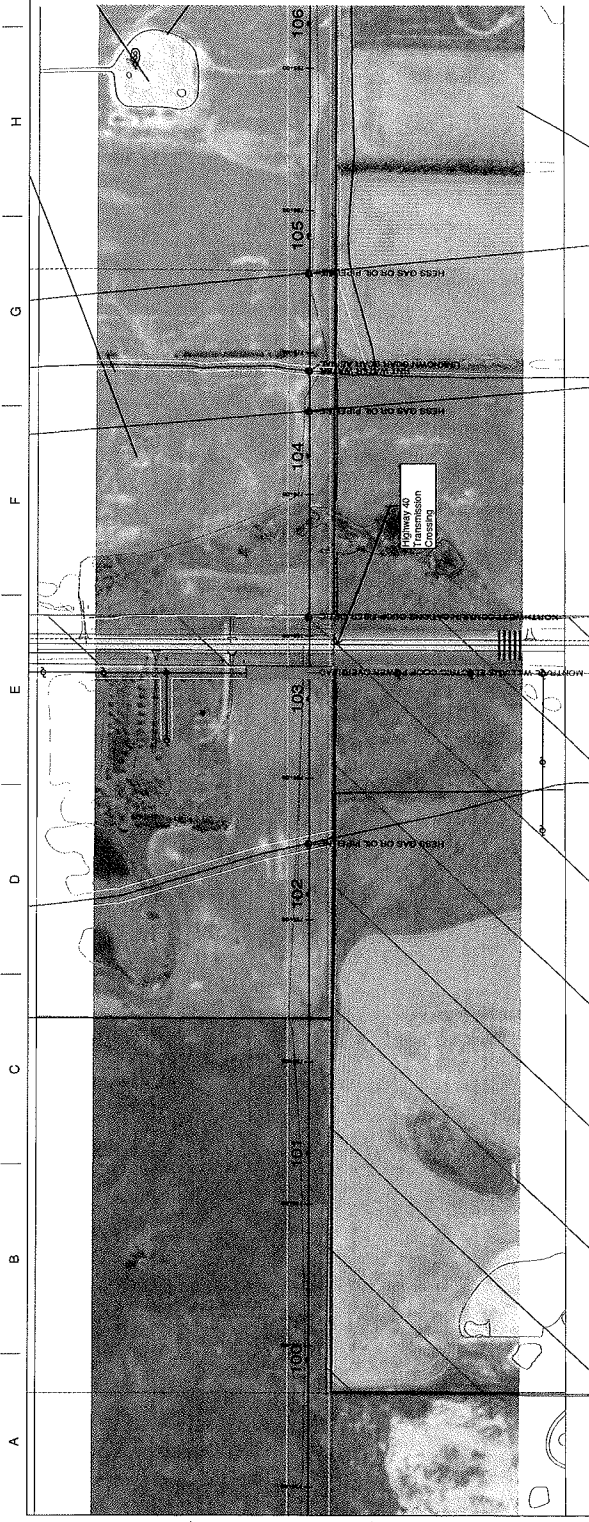
TOTAL OPWV LENGTH: 10397 FEET
 TOTAL BIRD LENGTH: 10398 FEET
 TOTAL CONDUCTOR LENGTH: 6978 FEET
 TOTAL TRANSMISSION LENGTH: 13195 FEET
 TOTAL STRUCTURES: 14

COORDINATE SYSTEM:

NAD83 NORTH DAKOTA STATE PLANE, NORTH ZONE, INT FOOT

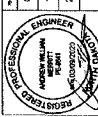
DESIGN NOTES:

1. 345KV TRANSMISSION LINE IS DESIGN TO MEET NATIONAL ELECTRICAL SAFETY CODE (NEERC) 2017 DESIGN REQUIREMENTS.
2. CONDUCTORS CLEARANCE REQUIREMENT - 2.5 FT AT THE MAXIMUM OPERATING TEMPERATURE OF THE CONDUCTOR OF 175 DEG. F (80C).
3. ENVIRONMENTAL CONDITIONS CONSIDERED: 100 MPH WIND AND 100 MPH WIND WIND LOADING (RULE 250C) 90 MPH EXTREME WIND LOADING (RULE 250D) WIND LOADING (RULE 250E) WIND LOADING (RULE 250F) WIND LOADING (RULE 250G) WIND LOADING (RULE 250H) WIND LOADING (RULE 250I) WIND LOADING (RULE 250J) WIND LOADING (RULE 250K) WIND LOADING (RULE 250L) WIND LOADING (RULE 250M) WIND LOADING (RULE 250N) WIND LOADING (RULE 250O) WIND LOADING (RULE 250P) WIND LOADING (RULE 250Q) WIND LOADING (RULE 250R) WIND LOADING (RULE 250S) WIND LOADING (RULE 250T) WIND LOADING (RULE 250U) WIND LOADING (RULE 250V) WIND LOADING (RULE 250W) WIND LOADING (RULE 250X) WIND LOADING (RULE 250Y) WIND LOADING (RULE 250Z)
4. GRADE IS CONSTRUCTION.



345 KV TRANSMISSION LINE
PLAN & PROFILE DRAWING
 (STRUCTURE: FR #100 TO 105)

NO.	DATE	DESCRIPTION	BY	CHKD	APP'D
0	11/26/19	ISSUED FOR CONSTRUCTION	TJS JWW/JWW		
1	10/02/20	REVISED FOR SETBACK COMPLIANCE	TJS JWW/JWW		
2	03/06/21	11 CHANGED TO SELF SUPPORTING	TJS JWW/JWW		



200.0 FT. HORIZ. SCALE
 40.0 FT. VERT. SCALE

AURORA WIND PROJECT
ENEL GREEN POWER

PROJECT NO.	3348.001	SCALE	AS NOTED	DATE	AW-TL-11-17	REV.	2
-------------	----------	-------	----------	------	-------------	------	---