

DRIVEWAY APPLICATION & PERMIT

North Dakota Department of Transportation, Maintenance
SFN 5918 (3-2016)

Permit Number			
2	5	0	6
District Number			
0	2		

Applicant Badger Wind, LLC			
Address 401 N. Michigan Ave, Suite 501	City Chicago	State IL	ZIP Code 60611

Driveway Information on State Highway Right of Way

Number of Driveways 1	<input type="checkbox"/> Private <input checked="" type="checkbox"/> Commercial	Direction <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	side of Route <u>ND 3</u>
Location 46°15'34.50"N, 99°40'51.24"W (North Side of Highway 3)			
Town Wishek	Highway HWY 3	Junction	Mile Marker Number 37.29
Description of proposed work on state right of way and type of business served. Contractor will be building approach to allow permanent access to turbine. Permanent pipe will be installed on approach as shown in the drawings. Pipe will match existing pipe. Approach will be built to have the necessary 8:1 slopes like in standard drawings D203-08. During the operational life of the project, the anticipated number of vehicles that will be accessing this driveway daily is <1. The turbine sites will typically be visited up to 10 times per year with light vehicles. <i>↳ Modifying existing permanent approach at ND 3 RP 37.29, north side.</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

Bjorn Sunde (on behalf of Badger Wind, LLC)
Name (Type or Print)

X BSUND
Signature

Digitally signed by BSUND
DN: E=BSUND@norted.com, CN=BSUND, OU=Employees,
OU=ENGINEER, OU=IDE-PROD, OU=IDE-prod, DC=nk
Date: 2025.10.17 09:48:59-0500

Project Manager, Construction
Title

10/17/25
Date

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Jay Praska
District Engineer (Type or Print)

X Jay Praska
Signature

10.30.2025
Date

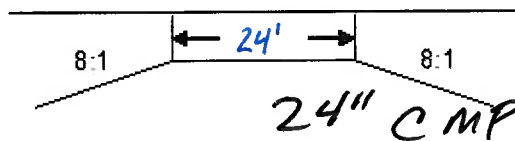
Permit granted

Date

Construction shall be completed by

6-1-2026
Date

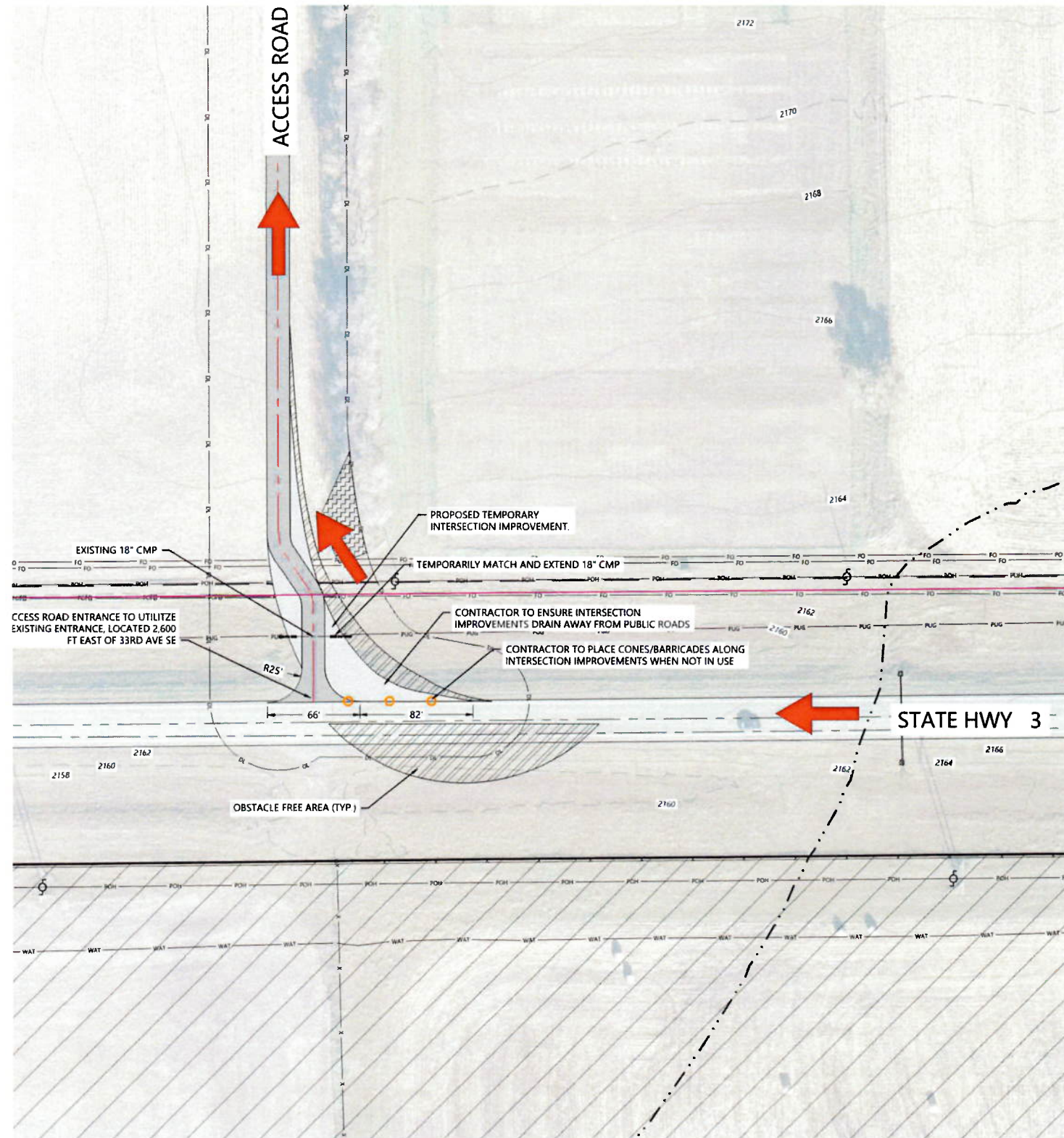
Sketch



Original to District File, copy to Applicant
Please send completed form to Pavement Management Engineer

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 Applicant's 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. Wetland: 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 heirs, 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 ground 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, 2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, 3) that the Applicant will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, 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.
12. That in the event of breach of any of the above non-discrimination covenants, 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.
13. Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
14. District Engineer to provide copy of approved permit to NDDOT, Planning and Asset Management, Pavement Management Division.



- PROPOSED TEMPORARY INTERS
- PROPOSED COMPONENT CLEAR
- PROJECT FACILITIES
- DISTURBANCE LIMITS
- PROPOSED TREE CLEARING AREA
- NON-PARTICIPATING LAND
- SECTION LINES
- RIGHT-OF-WAY LINES
- EX. INDEX CONTOUR
- EX. INTERVAL CONTOUR
- EX. TREELINE
- EX. PAVED ROAD
- EX. CULVERT
- EX. FENCE
- EX. OVERHEAD POWER
- EX. UNDERGROUND POWER
- EX. FIBER OPTIC LINE
- EX. GAS PIPELINE
- EX. TELEPHONE LINE
- EX. WATER LINE
- EX. NHD LINES
- EX. WETLAND (DELINEATED)
- EX. 50' WETLAND BUFFER (DELI)
- DELIVERY FLOW DIRECTION
- PROPOSED TRAFFIC CONTROL
- PROPOSED ENTRANCE DRAINAGE
- PSC PROJECT BOUNDARY

Untitled Map

Write a description for your map.

Legend

Untitled Placemark

Google Earth

Image © 2025 Airbus

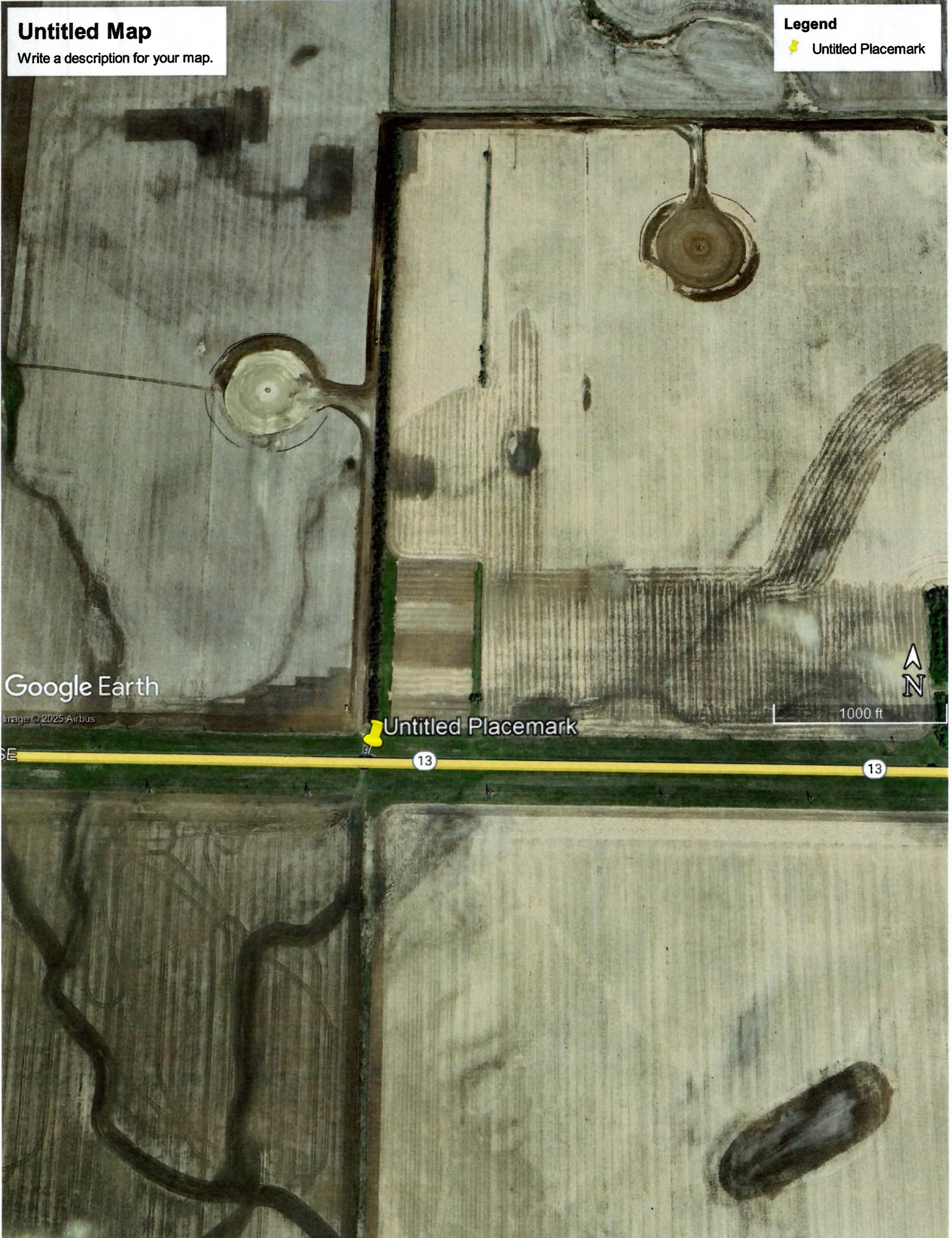
Untitled Placemark

1000 ft



13

13



Bacon, Kelly G.

From: Ellis, Gary L.
Sent: Monday, June 30, 2025 6:55 AM
To: Bacon, Kelly G.
Cc: Lawson, Cory L.
Subject: Driveway Permit Applications

Good morning,

I have reviewed the four drive permits for sent to me on 6/16/2025 and 6/19/2025. There are no cultural concerns for any of them. The CR Section ID #'s are as follows:

- Hwy 20 at RP 44 is 2025-01
- Hwy 3 at RP 28 is 2025-02
- Hwy 3 at RP 35 is 2025-04
- Hwy 3 at RP 37 is 2025-04.

If you have any questions or concerns, please feel free to contact me.

Best,

Gary Ellis, M.A., RPA 5484
Archaeologist II
ETS Division, Cultural Resources

701.328.7611 • gellis@nd.gov • dot.nd.gov • 608 E. Boulevard Ave. • Bismarck, ND 58505



Bacon, Kelly G.

From: Deis, Monte D.
Sent: Friday, June 20, 2025 8:23 AM
To: Bacon, Kelly G.
Subject: FW: drive applications
Attachments: ND 3 - RPs 35, 37 - Atlas.pdf

Kelly,

Hydraulics recommends 18 IN approach pipes at both crossings.

Thank You,

Monte Deis, PE

*Preliminary Engineering & Hydraulics Engineer
NDDOT Bridge Division*

701.328.2137 • mdeis@nd.gov • dot.nd.gov

701.328.2500 • info@nd.gov • 608 E. Boulevard Ave. • Bismarck, ND 58505

From: Sandvig, Randall D. <rsandvig@nd.gov>
Sent: Thursday, June 19, 2025 3:54 PM
To: Deis, Monte D. <mdeis@nd.gov>
Subject: RE: drive applications

Monte,

The drainage areas appeared minimal on both of these crossings. 18" approach pipes should be sufficient.

Randy

From: Deis, Monte D. mdeis@nd.gov
Sent: Thursday, June 19, 2025 9:35 AM
To: Sandvig, Randall D. rsandvig@nd.gov
Subject: FW: drive applications

Randy,

Could you analyze these locations please ?

Thank You,

Monte Deis, PE

*Preliminary Engineering & Hydraulics Engineer
NDDOT Bridge Division*

701.328.2137 • mdeis@nd.gov • dot.nd.gov

701.328.2500 • info@nd.gov • 608 E. Boulevard Ave. • Bismarck, ND 58505

From: Bacon, Kelly G. <kbacon@nd.gov>

Sent: Thursday, June 19, 2025 9:06 AM

To: Deis, Monte D. <mdeis@nd.gov>

Subject: drive applications

Monte,

Here are two more drive way requests to be analyzed.

Thanks,

Kelly Bacon

Maintenance Coordinator

Valley City District

701.845.8815 • 701.490.0601 (m) • kbacon@nd.gov • dot@nd.gov



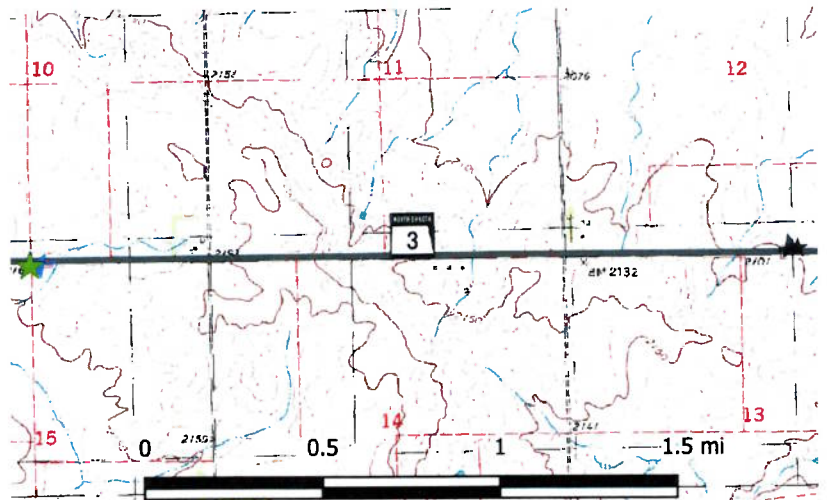


ND 3 - RP 37

Zone	B	USGS Discharges	
Drainage Area	0.001 mi ²	Q2	0.7 cfs
Slope	N/A	Q5	1.8 cfs
Flow Length	358.53 ft	Q10	3.0 cfs
Upper Elev	2,166.38 ft	Q25	4.7 cfs
Lower Elev	2,157.88 ft	Q50	6.0 cfs
Ruggedness No.	576.77	Q100	7.5 cfs
Compactness Ratio	1.85	Q500	10.9 cfs

Project Number	PCN	Sheet
##-##-###(###)###	#####	2 of 2

NORTH Dakota | Transportation
Be Legendary.



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 **\$500,000 per person and \$2,000,000 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. The State of North Dakota shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 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.

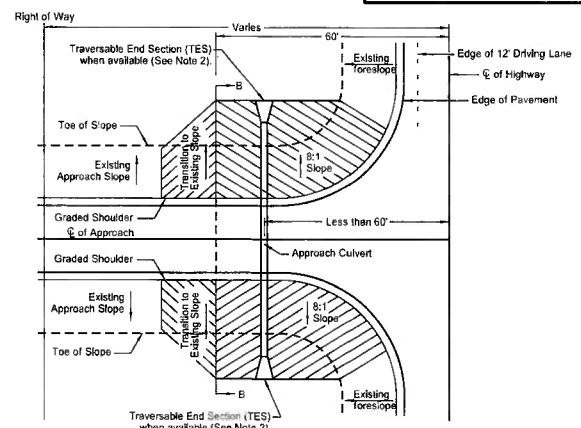
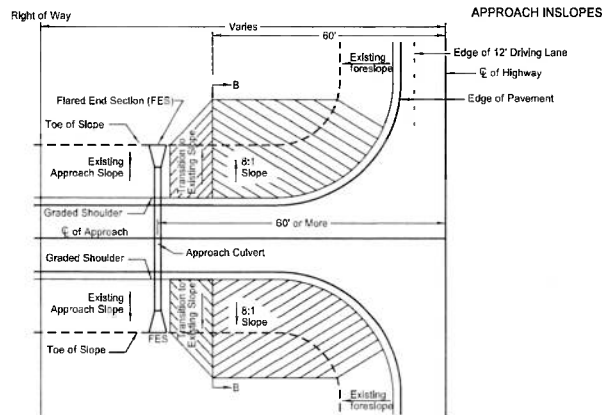
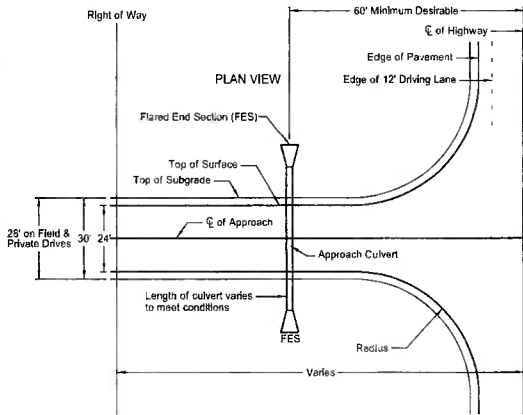
The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing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

STANDARD RURAL APPROACHES

D-203-8



CASE 1
APPROACH PIPE LOCATED
60' OR MORE FROM CL

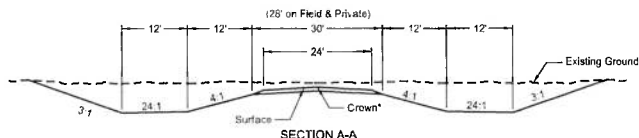
CASE 2
APPROACH PIPE LOCATED
LESS THAN 60' FROM CL

Approach Pipe Traversable End Sections (TES)

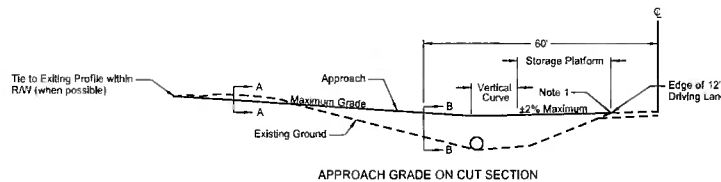
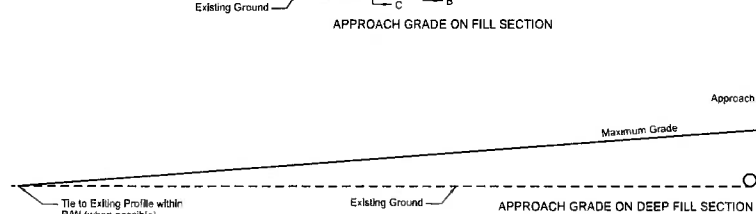
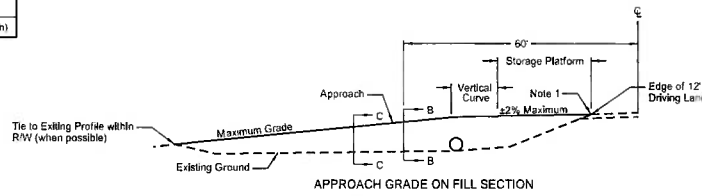
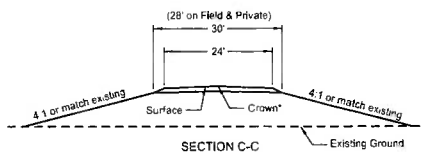
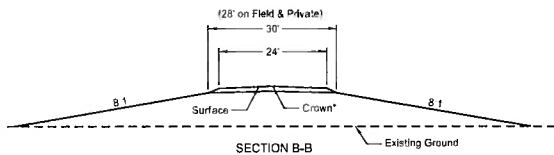
RCP	CSP	CSP Arch
15"	15"	
18"	18"	21"x15"
		24"x18"
24"	24"	28"x20"

CRITERIA FOR RURAL APPROACH TYPES

	Field Drives	Private Drives	Low Volume Public Roads
Radius	R=40 ft	R=40 ft	R=50 ft
Maximum Grade	10%	7%	7%
Storage Platform	24 ft	24 ft	50 ft
Vertical Curve Length	10 ft	10 ft	Varies (Min. 20 mph)



*2.1% crown for paved surface
*3.0% crown for gravel surface



NOTES

- 5% Max Rollover between approach storage platform and highway.
- Approach pipes up to 24" diameter are acceptable (with traversable end sections) for Case 2. Install approach pipes larger than 24" diameter in accordance with Case 1.

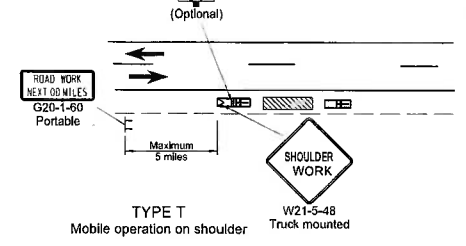
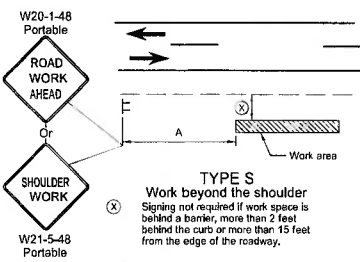
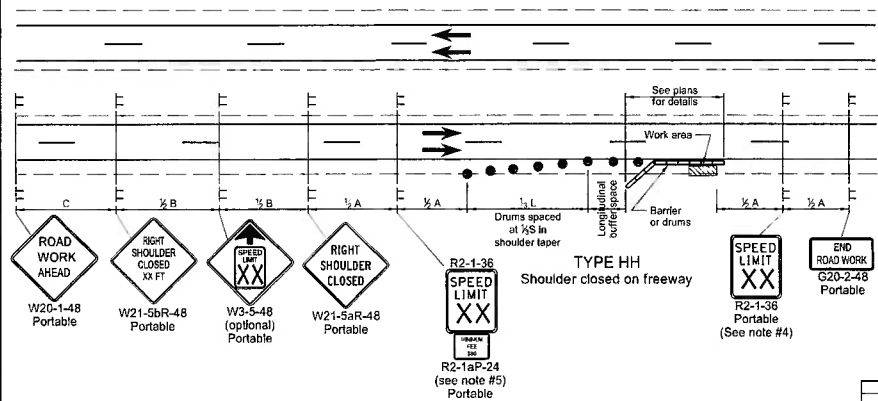
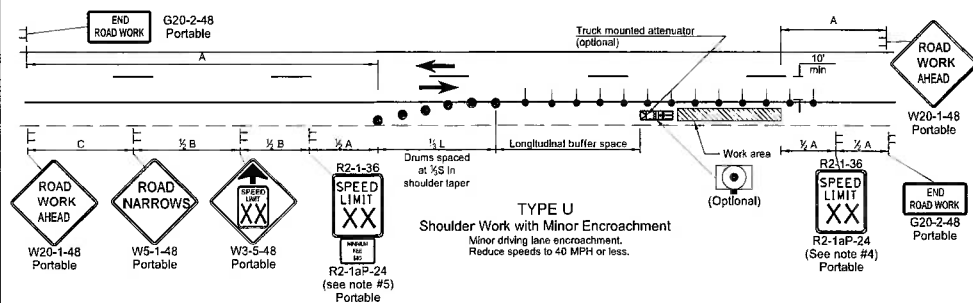
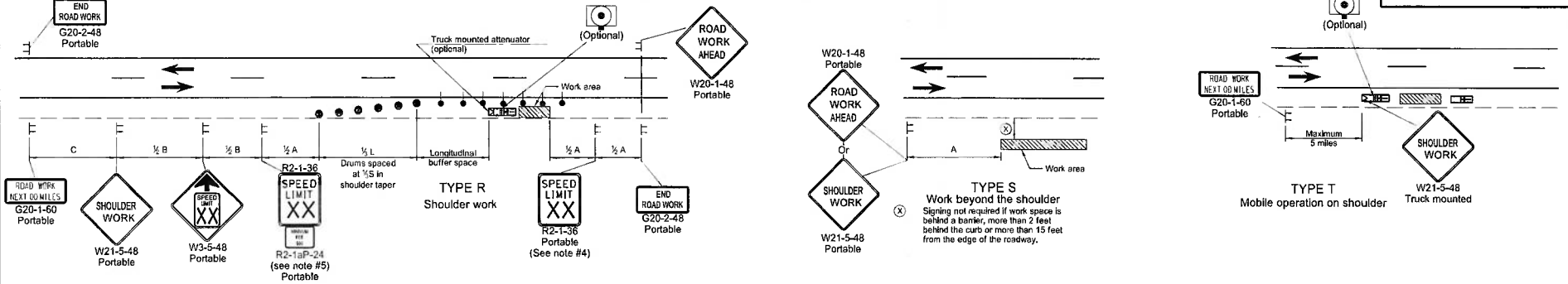
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
2-75-14	
REVISIONS	
DATE	CHANGE
05-30-17	Revised Radius, Storage Platform, Inslope dimensions, and Note 1
10-25-19	Changed "Storage" to "Flareage"
05-29-22	Added "TES" Table and Note 2



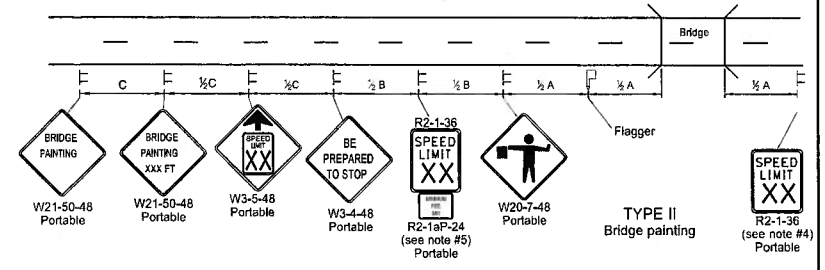
06/29/22

SHOULDER CLOSURES AND BRIDGE PAINTING LAYOUTS

D-704-24



- Notes
- Variables:
 - S = Numerical value of speed limit or 85th percentile.
 - W = The width of the taper in feet.
 - L = Minimum length of taper, $S \times W$ for freeways, expressways, and all other roads with speeds of 45 mph or greater, or $W \times S^2/180$ for urban, residential, and other streets with speeds of 40 mph or less.
 - Space delineator drums for tapering traffic at dimension "S". Space delineator drums or tubular markers for tangents at 2 times "S".
 - Sequencing Arrow Panels:
 - Use Type A on roadways with slow moving traffic speeds and low volume (25 mph or less and 750 ADT or less).
 - Use Type B on roadways with moderate traffic speeds and volumes (40 mph or less and 5000 ADT or less).
 - Use Type C on roadways with high traffic speeds and volumes (over 40 mph or over 5000 ADT).
 - Re-establish speed limit. Determine exact speed limit in the field, dependent on location and conditions.
 - Determine the reduced speed limit based on the in-place speed limit before construction. Where speed reductions exceed 30 MPH, install a second speed limit sign with the desired speed reduction (not to exceed 30 mph). Place the second speed limit sign at 1/2B.
 - Install flags on warning signs in urban areas when signs are not portable. Mount 24 inch square flags perpendicular to the edges of the sign, and at such a distance above the edge that the flag does not touch the sign when limp.
 - Cover existing speed limit signs within a reduced speed zone.
 - As an option, use portable sign supports in lieu of post mounted signs in accordance with NDDOT Standard Drawing D-704-14.
 - Recommend 40 mph speed limit in vicinity of workers, unless location and conditions dictate otherwise.



KEY

	Sign		Work area
	Delineator Drum		Tubular Marker
	Sequencing Arrow Panel (Caution Mode)		

Road Type	Distance Between Signs Min. (ft)		
	A	B	C
Urban - Low Speed (30 mph or less)	150	150	150
Urban - Low Speed (over 30 to 40 mph)	280	280	280
Urban - High Speed (over 40 mph to 50 mph)	360	360	360
Rural - High Speed (over 50 mph to 65 mph)	720	720	720
Urban Expressway and Freeway (55 mph to 60 mph)	850	1350	2200
Rural Expressway and Freeway (70 mph to 75 mph)	1000	1500	2640
Interstate/4-Lane Divided (Maintenance and Surveying)	750	1000	1500

Longitudinal Buffer Space	
Speed (mph)	Length Min (feet)
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730
75	820

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
S-27-73	
REVISIONS	
DATE	CHANGE
9-17-17	Updated notes & revised signs
11-01-19	Revised drum spacing & signs nos.

This document was originally issued and sealed by Kirk J Hoff, Registration Number PE-4683, on 11/1/19 and the original document is stored at the North Dakota Department of Transportation