

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design
SFN 7995 (5-2024)

FOR STATE USE ONLY (Type or Print)

RIMS Document Number 22018	Contract Number	District Tracking Number
--------------------------------------	-----------------	--------------------------

APPLICANT INFORMATION

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

Company Name <i>Badger Wind, LLC</i>	Contact Name <i>Trevor Sholly</i>	Telephone Number <i>773-802-1321 (Amanda Coletti)</i>		
Mailing Address <i>401 N. Michigan Ave, Suite 501</i>	City <i>Chicago</i>	State <i>IL</i>	ZIP Code <i>60611</i>	Email Address <i>amcol@orsted.com</i>

Preparer - Consultant

Company Name <i>N/A</i>	Contact Name	Telephone Number		
Mailing Address	City	State	ZIP Code	Email Address

Utility Contractor

Company Name <i>Blattner Energy</i>	Contact Name <i>Rick Skruch</i>	Telephone Number <i>(320) 247-7740</i>		
Mailing Address <i>7975 37th Ave.</i>	City <i>Wishek</i>	State <i>ND</i>	ZIP Code <i>58495</i>	Email Address <i>rskruch@quantaservices.com</i>

TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility <i>3 parallel runs of 10" bore pipe spaced 15' apart. Each pipe will have 3 power cables equaling 34,500 volts and a 48 count fiber. Location is on Hwy 3 190' East of 37th Ave.</i>		
Size of Facility <i>3-10" bore pipes</i>	Number of Cables <i>12</i>	Length of Down Guys <i>N/A</i>
Pipeline Pressure <i>N/A</i>	Size of Casing <i>10"</i>	Length of Casing <i>386'</i>
Location of Pole(s) <i>N/A</i>	Location of Appurtenances <i>N/A</i>	Location - Others <i>Junction box outside of road ROW</i>

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 <i>09/30/2025</i>

See page 2 for additional Terms and Conditions.

APPROVAL

Company Name (Utility Agency) <i>Badger Wind, LLC</i>	Authorized Utility Agent Name (Type or Print) <i>Trevor Sholly</i>	Authorize Agent Title <i>Head of Onshore Project Execution</i>
Date <i>07/16/2025</i>	Authorized Agent's Signature <i>Trevor Sholly</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
8-22-2025

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) <i>Jay Praska</i>	District Engineer Signature <i>Jay Praska</i>
--	--

- (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. Repairs, replacement, or restoration shall be in accordance with the most current version of the NDDOT Standard Specifications, and/or any additional conditions attached to the permit.
- (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 CFR 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 Owner 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.
- (M) The NDDOT may not be the exclusive property owner, therefore, the Recipient shall be responsible for reviewing the public records to determine ownership and any encumbrances to the title of the properties covered by this permit, and the Utility Owner shall secure any additional approvals and/or permits that may be required.
- (N) Protection to the free and safe flow of the highway traffic shall be as required in accordance with the Manual or Uniform Traffic Contract Devices, current edition.
- (O) Owner shall submit an accurate digital representation of installed utilities (as-built) in the NDDOT Right of Way, and within 90 days of installation of the Utility. Preferred formats include the following:
- GIS layers identifying the Installed line or,
 - Survey Data - ASCII coordinate file labeled with appropriate NDDOT coordinate system or,
 - Boring date and records.

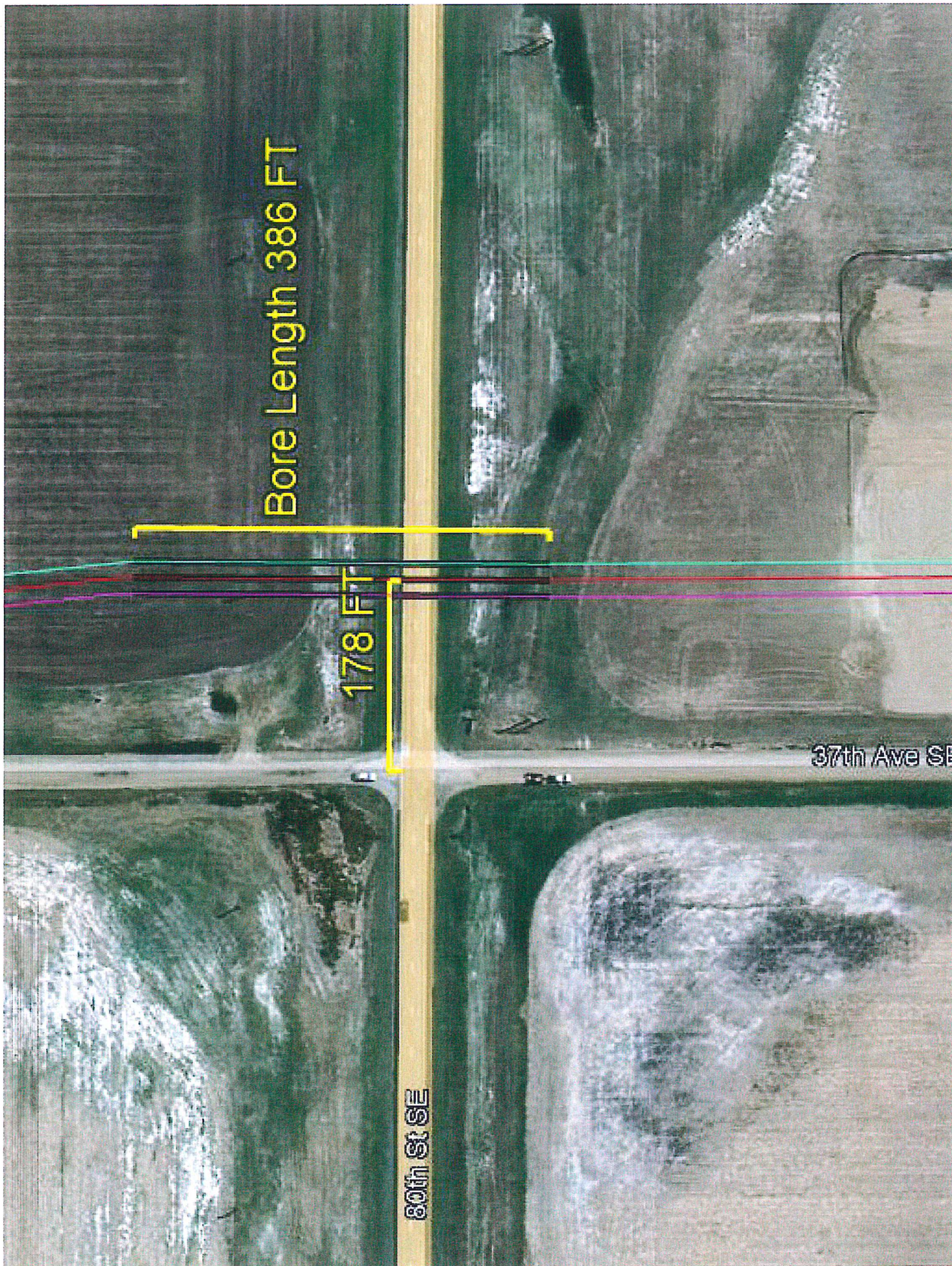
District Tracking Number

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

X	Highway Number 3		Utility Location <input type="radio"/> Along or <input checked="" type="radio"/> Across			
	Nearest City or Hwy Jct. Wishek		Direction (N, S, E, W) West	Approximate Miles From 2.25		
	Begin	Reference Marker Bore End	Direction (N, S, E, W) North	Longitudinal Offset (feet) 256		
		Direction From Centerline (N, S, E, W) North		Lateral Offset (feet) 256		
ADD UTILITY						

For State Use Only				
	Begin		End	
Location Number 1	Reference Pt 33.78	Offset	Reference Pt 35.78	Offset

End	Reference Marker Bore End	Direction (N, S, E, W) South	Longitudinal Offset (feet) 130		
	Direction From Centerline (N, S, E, W) South		Lateral Offset (feet) 130		



Bore Length 386 FT

178 FT

30th St SE

37th Ave SE

Risk Management Appendix

Small, Low-Risk Leases, Easements, Licenses, and Permits 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:

Commercial general liability insurance – minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence. If it is not practical for Recipient to carry commercial general liability insurance, Recipient may substitute farm liability insurance, renters insurance, or home owners insurance in the amount of at least \$500,000.

- 1) If Recipient may use an automobile in relation to the attached agreement, Recipient must secure **automobile liability insurance** with a minimum limit of liability of at least \$500,000. The above limits may be satisfied through a policy or policies of insurance, primary and excess, including the so called umbrella or catastrophe form. 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.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the above policies.

The Recipient shall furnish a certificate of insurance coverage evidencing the requirements in 1 through 3 above to the undersigned State representative prior to commencement of this agreement.

Recipients' insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by the State.

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.

The Recipient must secure any necessary Workers Compensation coverage that may be required by State law.

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 or Sublessor. 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 or Sublessors 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 or Sublessors.

RM Consulted 2007
Revised 07-23

07/31/2025

Badger Wind, LLC
401 N. Michigan Ave, Suite 501
Chicago, IL 60611

Subject: Insurance Coverage Consistent with Contract

Contract Number:
District Tracking Number: 22018

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 the company executive authorized to execute contract documents sign and date the statement below by 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, Kelly Bacon, Maintenance Coordinator

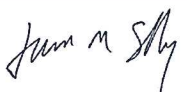
The following signatory hereby states that the company has, and will maintain in force, insurance coverage (including proof of coverage) consistent with the contract specifications.

Utility Company Name: Badger Wind, LLC

Authorized Utility Agent Name (Type or Print): Trevor Sholly

Authorized Utility Agent Title: Head of Onshore Project Execution

Date: 08/08/2025

Signature: 

**BURIED ELECTRIC ALONG, ACROSS,
OR ALONG AND ACROSS**

Revised Utility Conditions - 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)

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.
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. 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.
7. 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.
8. The buried electrical cable shall have a minimum of thirty-six (36) inches of cover within highway right of way.
9. 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.

10. 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.
11. 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.
12. 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.
13. 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 company. 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.
14. 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.
15. The topsoil will be replaced on all disturbed areas and seeded as determined below (provide temporary cover crop):

Seed Class Mix Requirements		
Class II – Early Season		
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 ¹	Killdeer, Pierre, Butte	3.6
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firststrike	5.0
TOTAL		23.8
Class II – Late Season		
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst, Summer	1.6
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

