

September 1, 2026

Mr. Franklyn Frederickson
Minnesota Power
30 W Superior St
Duluth, MN, 55802

Utility Permit 13226, Location ND 49, RP 78.8144

Dear Mr. Frederickson:

One copy of your requested utility permit is enclosed.

Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, which is available at the following site.

<https://www.dot.nd.gov/sites/www/files/documents/construction-and-contractor-resources/policy-utilities-state-row.pdf>

A copy of the permit is required at the work site for reference by the work crew or contractor.

The bore pits and equipment used for the buried crossing must be outside the clear zone which is a minimum of 42 feet from the edge of the driving lane.

Please return a payment of \$200.00 to the address listed at the bottom of this letter. For crossings, first crossing is \$100 and each additional crossing is \$50.

Please feel free to contact me at (701)328-6927 or bkerzman@nd.gov if you have any questions regarding this correspondence.

Sincerely,



Brad W. Kerzman
Bismarck District Materials Coordinator

enclosure

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design
SFN 7995 (4-2026)

FOR STATE USE ONLY (Type or Print)

RIMS Document Number 13226	Contract Number	District Tracking Number 1-049-78.8144
--------------------------------------	-----------------	--

APPLICANT INFORMATION

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

Company Name Minnesota Power	Contact Name Franklyn Frederickson	Telephone Number (218) 355-3248		
Mailing Address 30 W Superior St	City Duluth	State MN	ZIP Code 55802	Email Address ffrederickson@mnpower.com

Preparer - Consultant

Company Name Minnesota Power	Contact Name Alexander Luman	Telephone Number (218) 481-2796		
Mailing Address 30 W Superior St	City Duluth	State MN	ZIP Code 55802	Email Address aluman@mnpower.com

Utility Contractor

Company Name Mortenson	Contact Name Wayne Burns	Telephone Number 612-201-1976		
Mailing Address 119 Main St N	City Glen Ullin	State ND	ZIP Code 58631	Email Address wayne.burns@mortenson.com

TYPE OF FACILITY (Complete appropriate space only.)

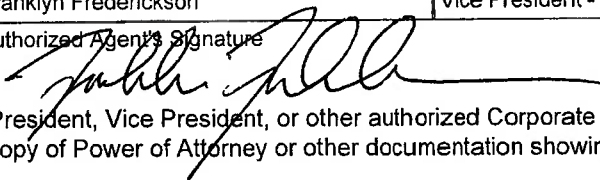
Description of Proposed Facility Minnesota Power is proposing to install three underground collection lines. Each circuit contains three 34.5 kV cables, one fiber optic cable and one neutral wire. Minnesota Power will be installing these in coordination with the Longspur Wind Project.		
Size of Facility 34.5kV	Number of Cables 15	Length of Down Guys N/A
Pipeline Pressure N/A	Size of Casing 10"	Length of Casing #1: 485ft, #2: 485ft, #3: 620 ft
Location of Pole(s) N/A	Location of Appurtenances	Location - Others

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: **12/31/2026**

See page 2 for additional Terms and Conditions.

APPROVAL

Company Name (Utility Agency) Minnesota Power	Authorized Utility Agent Name (Type or Print) Franklyn Frederickson	Authorize Agent Title Vice President - MP Customer Experience
Date 08/26/2026	Authorized Agent's Signature 	

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.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

NDDOT Approved Date 9/1/26	District Engineer Name (Type or Print) Larry Gungl	District Engineer Signature 
--------------------------------------	--	---

- (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 data and records.

For State Use Only

District Tracking Number
1-049-78.8144

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

Highway Number 49		Utility Location ☐ Along or ☒ Across	
Nearest City or Hwy Jct. Jct Morton 140		Direction (N, S, E, W) South	Approximate Miles From 0.15
Begin	Reference Marker 79	Direction (N, S, E, W) S	Longitudinal Offset (feet) 980
	Direction From Centerline (N, S, E, W) West		Lateral Offset (feet) ~~78~~ 100

For State Use Only 100' L 100' R				
		Begin		End
Location Number 1	Reference Pt 78	Offset 0.8144	Reference Pt 78	Offset 0.8144
Reference Marker 79	Direction (N, S, E, W) S	Longitudinal Offset (feet) 980		
Direction From Centerline (N, S, E, W) East			Lateral Offset (feet) ~~102~~ 100	

Highway Number 49		Utility Location ☐ Along or ☒ Across	
Nearest City or Hwy Jct. Jct Morton 140		Direction (N, S, E, W) South	Approximate Miles From 0.15
Begin	Reference Marker 79	Direction (N, S, E, W) S	Longitudinal Offset (feet) 1005
	Direction From Centerline (N, S, E, W) West		Lateral Offset (feet) ~~72~~ 100

For State Use Only 100' L 100' R				
		Begin		End
Location Number 2	Reference Pt 78	Offset 0.8097	Reference Pt 78	Offset 0.8097
Reference Marker 79	Direction (N, S, E, W) S	Longitudinal Offset (feet) 1005		
Direction From Centerline (N, S, E, W) East			Lateral Offset (feet) ~~101~~ 100	

Highway Number 49		Utility Location ☐ Along or ☒ Across	
Nearest City or Hwy Jct. Jct Morton 140		Direction (N, S, E, W) South	Approximate Miles From 0.14
Begin	Reference Marker 79	Direction (N, S, E, W) S	Longitudinal Offset (feet) 1030
	Direction From Centerline (N, S, E, W) West		Lateral Offset (feet) ~~78~~ 100

For State Use Only 100' L 100' R				
		Begin		End
Location Number 3	Reference Pt 78	Offset 0.8049	Reference Pt 78	Offset 0.8049
Reference Marker 79	Direction (N, S, E, W) S	Longitudinal Offset (feet) 1030		
Direction From Centerline (N, S, E, W) East			Lateral Offset (feet) ~~62~~ 100	

Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor 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 Contractor 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. Contractor 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 Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor 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, 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.

Contractor 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. Any attorney who represents the State under this contract 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 Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor 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 Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor'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 Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor 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 Contractor. This insurance may be in a 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 Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 07-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 901 Marquette Ave., Suite 1800 Minneapolis, MN 55402	CONTACT NAME: Lacey Skalicky or Ummi Elmi PHONE (A/C, No, Ext): (515) 802-3005 E-MAIL ADDRESS: lacey.skalicky@bbrown.com FAX (A/C, No): (515) 802-3032														
INSURED Minnesota Power, a Division of ALLETE, Inc. 30 West Superior Street Duluth, MN 55802	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : EVEREST NATL INS CO</td><td>10120</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : EVEREST NATL INS CO	10120	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : EVEREST NATL INS CO	10120														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 822444

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	EN4GL00088-251	11-01-2025	11-01-2026	EACH OCCURRENCE \$ 5,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 10,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 10,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Longspur Wind Project;

The State of North Dakota, its agencies, officers, and employees (State) are additional insured as respects general liability policy where required by written contract, subject to the policy terms and conditions. Waiver of subrogation applies in favor of the additional insured as respects general liability policy where required by written contract, subject to the policy terms and conditions. 30 day notice of cancellation applies, subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

North Dakota Department
of Transportation
608 East Boulevard Avenue
Bismark, ND 58505-0700

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com FAX (A/C No.): 1-888-467-2378														
INSURED M. A. Mortenson Company 700 Meadow Lane N P.O. Box 710 Minneapolis, MN 55440	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER B: Arch Indemnity Insurance Company</td><td>30830</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B: Arch Indemnity Insurance Company	30830	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Arch Insurance Company	11150														
INSURER B: Arch Indemnity Insurance Company	30830														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W45923212

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	51PKG8901214	05/01/2026	05/01/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	51PKG8901214	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	54WC18919514	05/01/2026	05/01/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 04/16/2026 WITH ID: W45448057.

As respects to M. A. Mortenson Company operations on the referenced project, North Dakota Department of Transportation is included as Additional Insureds under the General Liability and Automobile Liability policies as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

North Dakota Department of Transportation 608 East Boulevard Avenue Bismarck, ND 58505-0700	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2025 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED M. A. Mortenson Company 700 Meadow Lane N P.O. Box 710 Minneapolis, MN 55440
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation in favor of North Dakota Department of Transportation applies to the General Liability, Automobile Liability and Workers Compensation policies as required by written contract or agreement and as permitted by law.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 03 C**
(Ed. 10-04)POLICY NUMBER: **54WCI8919514****EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement applies only to work in the states shown in the Schedule.

- A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.
- B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.
- C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

- 13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule

States**ND****WY**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **05-01-26** Policy No. **54WCI8919514**

Endorsement No.

Insured **M. A. MORTENSON COMPANIES,**Premium \$ **INCL.**Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By _____

DATE OF ISSUE: **05-01-25****WC 00 03 03 C****(Ed. 10-04)**

© 2004 National Council on Compensation Insurance, Inc.



Date: 08/21/2026

Larry Gangl
Bismark District Engineer
218 Airport Road
Bismarck, ND 58504-6003

Dear Mr. Gangl,

Minnesota Power respectfully submits the enclosed Utility Occupancy Application for three proposed collection line crossings of State Highway 49 that serves the Longspur Wind Project.

The application package includes design information for the three crossings, a plan and profile view, a overview map, and a zoomed in map set of each crossing. The crossing will be bored under the highway with a minimum below distance of 60" as seen in the enclosed. Each crossing will contain three 34.5 kV cables, one fiber optic cable and one neutral wire.

Minnesota Power has secured the necessary land rights and access easements from affected landowners for the proposed facilities. We are committed to constructing and maintaining the crossing in accordance with all applicable North Dakota Department of Transportation requirements and permit conditions.

We respectfully request NDDOT's review and approval of the enclosed application. Should additional information be required, or if there are questions regarding the engineering design please contact me at 218.481.2796 or via email at aluman@mnpower.com

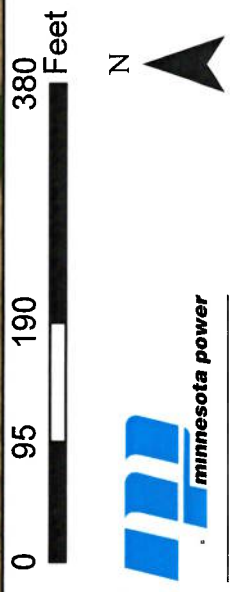
Sincerely,

Alexander Luman

Alexander Luman
Environmental Compliance Specialist
Minnesota Power



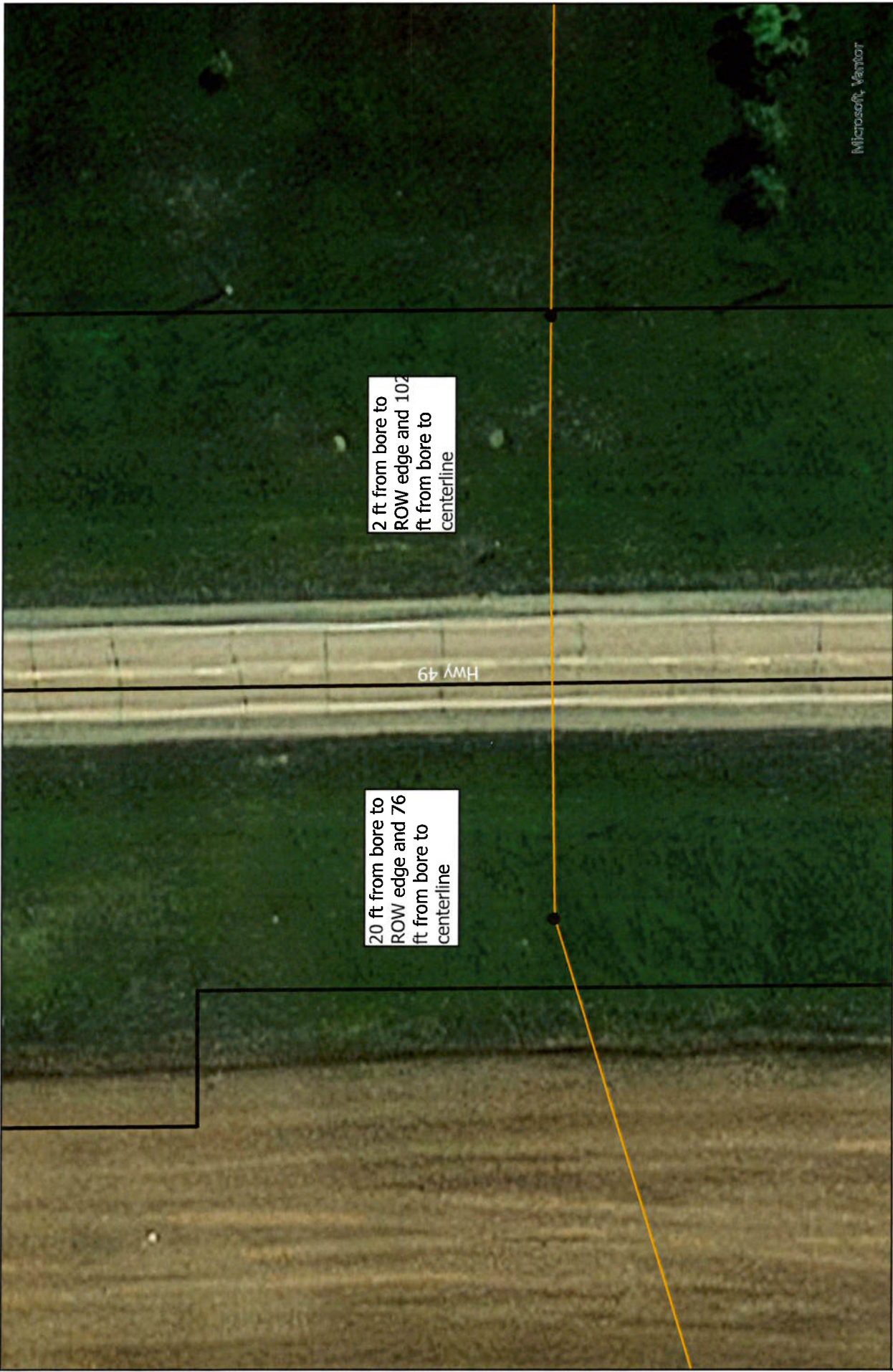
Approximately 980 ft from highway mile mark 79 to northern crossing, 1005 ft to central crossing, and 1030 ft to southern crossing.



AN ALLETE COMPANY

Figure 1
Longspur Wind NDDOT Crossing
Application
 ALLETE - Minnesota Power
 Morton County, North Dakota

- Road_Mile_Markers
- Parcels
- ▭ Access Road Driveway Entrance
- ★ Turbine
- Public Road
- - - PLSS Sections





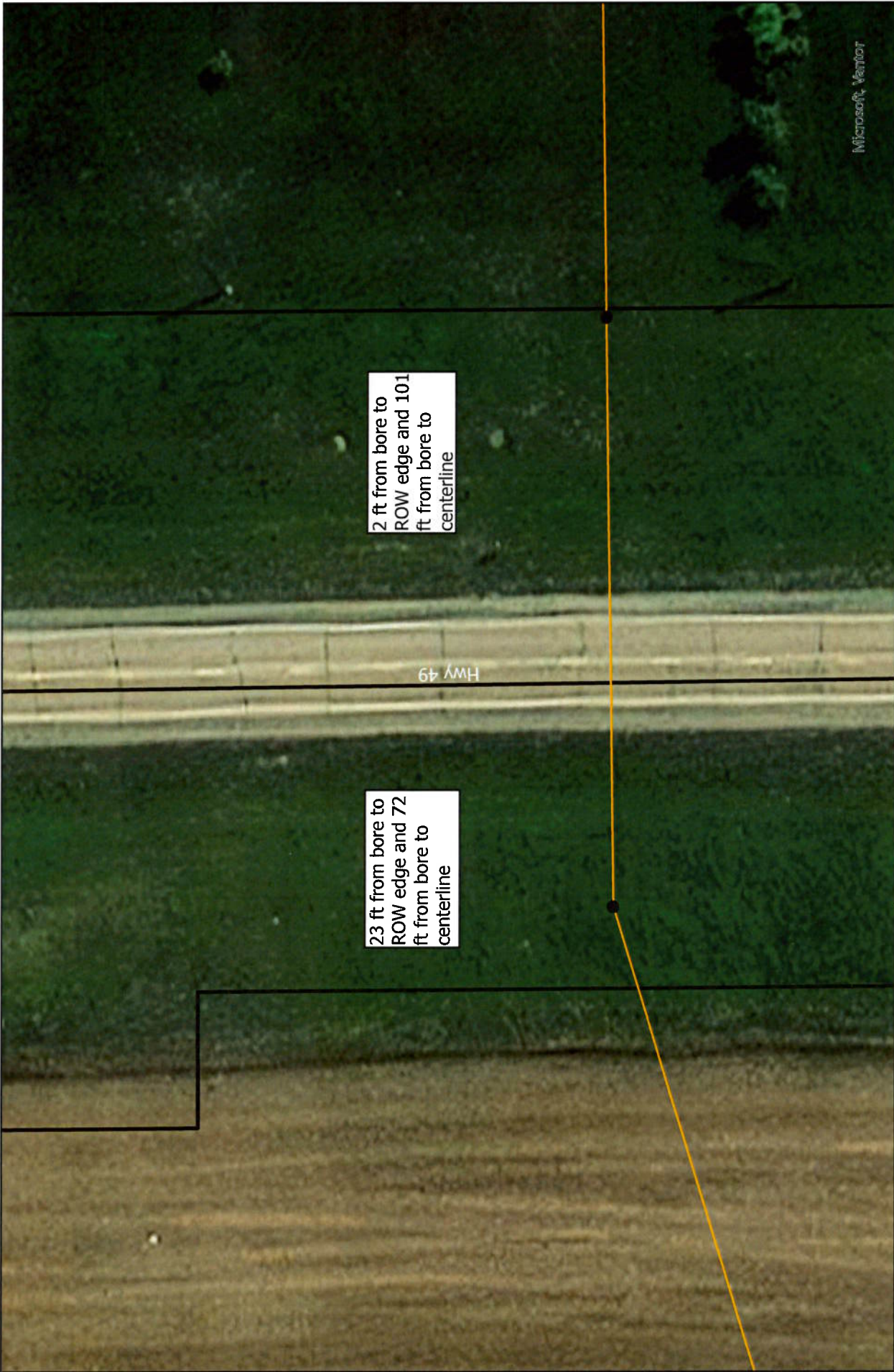
AN ALLETE COMPANY

0 25 50 100 Feet

N

Figure 2
Longspur NDDOT Crossing
Application #1
ALLETE - Minnesota Power
Morton County, North Dakota

● Bore Port
— Collection Line
□ State ROW
— Public Road





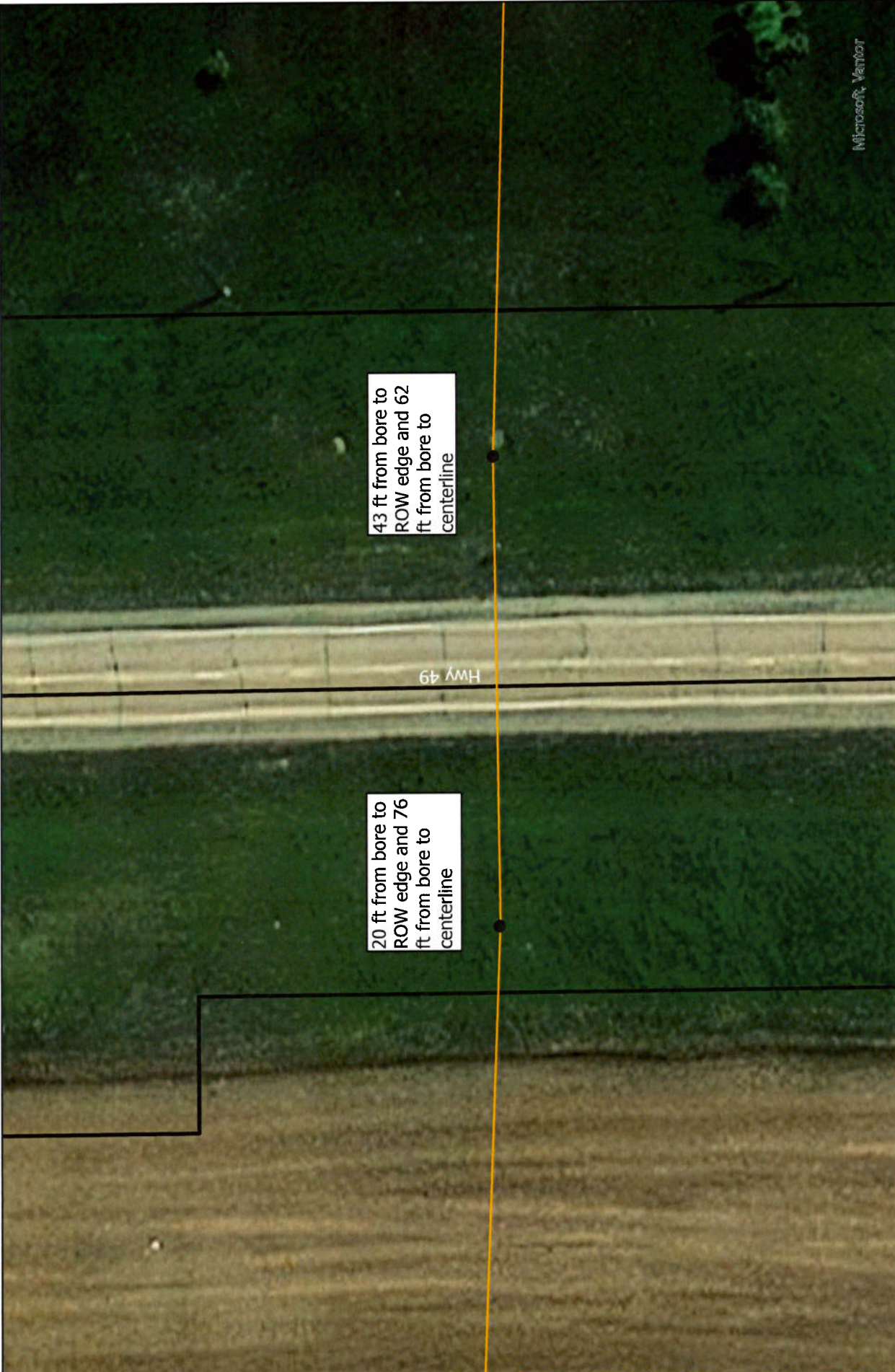
AN ALLETE COMPANY

Figure 2
Longspur NDDOT Crossing
Application #2
ALLETE - Minnesota Power
Morton County, North Dakota

0 25 50 100 Feet

N

● Bore Port
— Collection Line
□ State ROW
— Public Road





AN ALLETE COMPANY

0 25 50 100 Feet

N



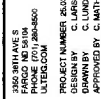
Figure 2
Longspur NDDOT Crossing
Application #3
ALLETE - Minnesota Power
Morton County, North Dakota

● Bore Port
— Collection Line
□ State ROW
— Public Road

Rev.	Date	Description	By
A	02/12/2026	80% SUBMITTAL	CM
B	06/01/2026	90% SUBMITTAL	CM



THIS DRAWING IS
PRELIMINARY AND IS
NOT TO BE USED FOR
CONSTRUCTION.
FOR REVIEW
PURPOSES ONLY.



DWG # **LSP-COL-D6**

-

The diagram illustrates a trench installation for a 34.5 KV cable. The trench is shown in cross-section, with the cable placed at the bottom. The trench depth is indicated as 60" MIN. The cable is labeled as 34.5 KV CABLE, BARE GROUND, and FIBER INNERDUCT. The trench is lined with SDR 13.5 HDPE (12' (3650) 8" (500-1000) 10" (1250)). The trench is marked with MARKER BALLS and CABLE MARKERS. The trench is also labeled with FIELD DETERMINE BOTTOM, "SOFT" BOTTOM, and GRADE. The trench is shown in plan view, with the stream bottom width 'W' indicated. The trench is also labeled with TRENCH DEPTH, GRADE, and SILT FENCE (TYP).

- 2 TYPICAL WATERWAY/STREAM/TREELINE CROSSING DETAIL

-

3 UTILITY CROSSING DETAIL
NOT TO SCALE

11. REAM OR CHAMFER BORE PIPE ENDS.
12. USE PROPER PULLING LUBRICANT DURING CABLE INSTALLATION.
13. PIPELINES / UTILITIES SHALL CROSS AT 90° OR AS CLOSE TO 90° AS POSSIBLE.