

CCJWRD Board Meeting Agenda: Thursday August 22nd, 2024

Location: Virtual Meeting via MS Teams

Time: 8:00AM

Metro Flood Diversion Project

- a. Property Owner Negotiation / Discussion
- b. Project Updates & General Topics
 - 1. Litigation Actions Update (Chris/Rob) **pg. 2-6**
 - 2. Lands Status Report (Eric) **pg. 7-13**
- c. Acquisition Review / Approval
 - 1. Executive Session Items (Jodi, Chris, Rob) **pg. 14**
- d. Land Agent Reports & Updates
- e. Relocation and RHDP Reimbursement Review / Approval
 - 1. OIN 5023 Norberg Reimbursement Request (Dale) **pg. 15-17**
 - 2. OIN 9993 BJM Reimbursement Request (Ken) **pg. 18-21**
 - 3. OIN 1893 JDC Babe's Reimbursement Request (Ken) **pg. 22-26**
 - 4. 6G Farms Relocation Claim (Ken) **pg. 27-31**
- f. Other Business
 - 1. CCEC Utility Permits (Paul) **pg. 32-70**

Cass County Joint Water Resource District



DATE: 08/22/2024

Agenda Item number: b.1

Subject: Litigation Actions Update

Recommendation/Actions Needed:

No action required. For informational purposes only.

Background/Key Points:

The Litigation Actions Summary Sheet is used to track all parcels that are actively in an Eminent Domain proceeding. Updates will be provided at CCJWRD Board meetings to share information on the progress related to trials and settlements.

Attachments:

- Litigation Actions Summary Sheet

ND Litigation Actions Summary Sheet

8/15/2024

Action	OIN	Project	County	Acquisition Status	Trial/Action Date	Property Owner	Property Owner Legal Rep (Law Firm)	Land Agent (Land Firm)	CCJWRD Legal Rep
1	9347	UMA	Cass	In Eminent Domain	Settlement has been reached	KLF, LLP	Al Baker/Cash Aaland	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
2	9404	UMA	Cass	In Eminent Domain	Settlement has been reached	JRD CAMPBELL FAMILY INVESTMENT LLP	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
3	809 830 846 1883 9348	RRCS WP35	Cass	Acquired via LRED	Settlement has been reached	KAREN OFFUTT LARRY A BRANDT RLT	Nicholas R. Delaney / Igor Lenzner (Rinke Noonan)	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
4	9332X 9332X2 9359X 9359X1	SE-3	Cass	In Eminent Domain	Settlement has been reached	TERRY & KAY COMPSON	N/A	Oly Olafson (HDR)	Ohnstad Twichell Chris McShane
5	1371	UMA	Richland	In Eminent Domain	Settlement has been reached	WESLEY & SHIRLEY BERG	N/A	Kelsey Lee (HDR)	Larkin Hoffman Rob Stefanowicz
6	7002	UMA	Cass	In Eminent Domain	Settlement has been reached	BRENDAN CHRISTENSON DANIEL CHRISTENSON	Nicholas R. Delaney / Igor Lenzner (Rinke Noonan)	Oly Olafson (HDR)	Ohnstad Twichell Chris McShane
7	872 873 874 875	UMA	Cass	In Eminent Domain	TBD	ALLEN M. RICKER DIANE M. RICKER	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
8	1896 2052	UMA	Cass	In Eminent Domain	TBD	STANLEY D. ANDERSON TERRI RAE ANDERSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
9	1964	UMA	Cass	In Eminent Domain	TBD	MICHAEL D. BRAKKE, ET AL.	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
10	1997	UMA	Cass	In Eminent Domain	TBD	MRKM TRUST, ET AL.	Al Baker/Cash Aaland	Wade Whitworth (HDR)	Ohnstad Twichell Chris McShane
11	2051	UMA	Cass	In Eminent Domain	TBD	PATRICIA N. ASKEGAARD	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
12	2361	UMA	Cass	In Eminent Domain	TBD	DONALD ROBERT COSSETTE	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
13	845	UMA	Cass	In Eminent Domain	TBD	MICHAEL BRAKKE	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
14	1946	UMA	Cass	In Eminent Domain	TBD	LAWRENCE WAYNE COSSETTE	Al Baker/Cash Aaland	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
15	1950 1963 1966	UMA	Cass	In Eminent Domain	TBD	ROBERT R. ASKEGAARD	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
16	1974 1976	UMA	Cass	In Eminent Domain	TBD	PAUL E. BRAKKE	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
17	2042	UMA	Cass	In Eminent Domain	TBD	HERTSGAARD FAMILY LLLP	Al Baker/Cash Aaland	Wade Whitworth (HDR)	Ohnstad Twichell Chris McShane

ND Litigation Actions Summary Sheet

8/15/2024

Action	OIN	Project	County	Acquisition Status	Trial/Action Date	Property Owner	Property Owner Legal Rep (Law Firm)	Land Agent (Land Firm)	CCJWRD Legal Rep
18	5032	UMA	Cass	In Eminent Domain	TBD	RILEY O. BRAATEN	Al Baker/Cash Aaland	Lisa Brekkestran (Ulteig)	Ohnstad Twichell Chris McShane
19	1938 1977 1978	UMA	Cass	In Eminent Domain	TBD	BRASSE FAMILY	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
20	831	UMA	Cass	In Eminent Domain	TBD	JOHN LOFFELMACHER	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
21	2025	UMA	Cass	In Eminent Domain	TBD	JEFF ERICKSON JAYE ERICKSON	Al Baker/Cash Aaland	Oly Olafson (HDR)	Ohnstad Twichell Chris McShane
22	1958	UMA	Cass	In Eminent Domain	TBD	DANIEL TROTTIER	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
23	1898	UMA	Cass	In Eminent Domain	TBD	RYAN HANSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
24	1959	UMA	Cass	In Eminent Domain	TBD	PETER IHLE	Al Baker/Cash Aaland	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
25	2022	UMA	Cass	In Eminent Domain	TBD	CHARLIE CHRISTIANSON (CASS CO.)	Al Baker/Cash Aaland	Kelsey Lee (HDR)	Larkin Hoffman Rob Stefanowicz
26	842	UMA	Cass	In Eminent Domain	TBD	TIMOTHY J. HANSON, ET AL	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
27	1922 1927	UMA	Cass	In Eminent Domain	TBD	ELEANOR BRANDT TRUST	Nicholas R. Delaney / Igor Lenzner (Rinke Noonan)	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
28	1895 1991	UMA	Cass	In Eminent Domain	TBD	RUTH EVERT (Deceased) CHARLES EVERT	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
29	8920	UMA	Cass	In Eminent Domain	TBD	MICHAEL HANSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
30	8782	UMA	Richland	In Eminent Domain	TBD	MELVIN & RICK ALM	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
31	1594	UMA	Richland	In Eminent Domain	TBD	CHARLIE CHRISTIANSON (RICHLAND CO.)	Al Baker/Cash Aaland	Kelsey Lee (HDR)	Larkin Hoffman Rob Stefanowicz
32	9115 9116	UMA	Richland	In Eminent Domain	TBD	ISRAELSON LAND PARTNERSHIP	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
33	9112	UMA	Richland	In Eminent Domain	TBD	MATTHEW & STEPHANIE KALINOWSKI	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
34	8476	UMA	Richland	In Eminent Domain	TBD	JEFF & CHAR NELSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
35	1584 1585	UMA	Richland	In Eminent Domain	TBD	NESS FAMILY FARM	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
36	7110	UMA	Richland	In Eminent Domain	TBD	LEIF & DANIEL OLSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
37	8783	UMA	Richland	In Eminent Domain	TBD	GARY & NANCY ISRAELSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz

ND Litigation Actions Summary Sheet

8/15/2024

Action	OIN	Project	County	Acquisition Status	Trial/Action Date	Property Owner	Property Owner Legal Rep (Law Firm)	Land Agent (Land Firm)	CCJWRD Legal Rep
38	5059 8779 8784 8788	UMA	Richland	In Eminent Domain	TBD	RYAN SKOOG	Al Baker/Cash Aaland	Ken Helvey (SRF)	Larkin Hoffman Rob Stefonowicz
39	9235	UMA	Richland	In Eminent Domain	TBD	KENNETH & KAREN SPETEN	Lies, Bullis, and Hatting Law Office	Drew Nicklay (Ulteig)	Larkin Hoffman Rob Stefonowicz
40	1335 1338 1351 1355 1360 1363 1512	UMA	Richland	In Eminent Domain	TBD	CURTIS & ELLEN NELSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz
41	1339 1481	UMA	Richland	In Eminent Domain	TBD	DALLAS ISRAELSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz
42	1471 1496 1475 1479	UMA	Richland	In Eminent Domain	TBD	LARRY & JANE JOHNSON	Al Baker/Cash Aaland	Ken Helvey (SRF)	Larkin Hoffman Rob Stefonowicz
43	1330	UMA	Richland	In Eminent Domain	TBD	PATRICK & LORI ANDERSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz
44	8786	UMA	Richland	In Eminent Domain	TBD	BECCA SAUNDERS	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefonowicz
45	1478	UMA	Richland	In Eminent Domain	TBD	CHAD PATRICK	Lies, Bullis, and Hatting Law Office	Oly Olafson (HDR)	Larkin Hoffman Rob Stefonowicz
46	1542 1544 1586	UMA	Richland	In Eminent Domain	TBD	GARY NELSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefonowicz
47	1543 1600 7221	UMA	Richland	In Eminent Domain	TBD	KENNETH & MELANIE KNUDSEN	Al Baker/Cash Aaland	Ken Helvey (SRF)	Larkin Hoffman Rob Stefonowicz
48	176	UMA	Richland	In Eminent Domain	TBD	HIGH PLAINS PROPERTIES, LLC	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Larkin Hoffman Rob Stefonowicz
49	1349 7226	UMA	Richland	In Eminent Domain	TBD	JOSHUA KINNEBERG	Al Baker/Cash Aaland	Oly Olafson (HDR)	Larkin Hoffman Rob Stefonowicz
50	1342 1583	UMA	Richland	In Eminent Domain	TBD	JAMES & CAROLINE THORESON	Al Baker/Cash Aaland	Oly Olafson (HDR)	Larkin Hoffman Rob Stefonowicz
51	1548	UMA	Richland	In Eminent Domain	TBD	ALLAN & MARY SWENSON	Al Baker/Cash Aaland	Lisa Brekkestran (Ulteig)	Larkin Hoffman Rob Stefonowicz

ND Litigation Actions Summary Sheet

8/15/2024

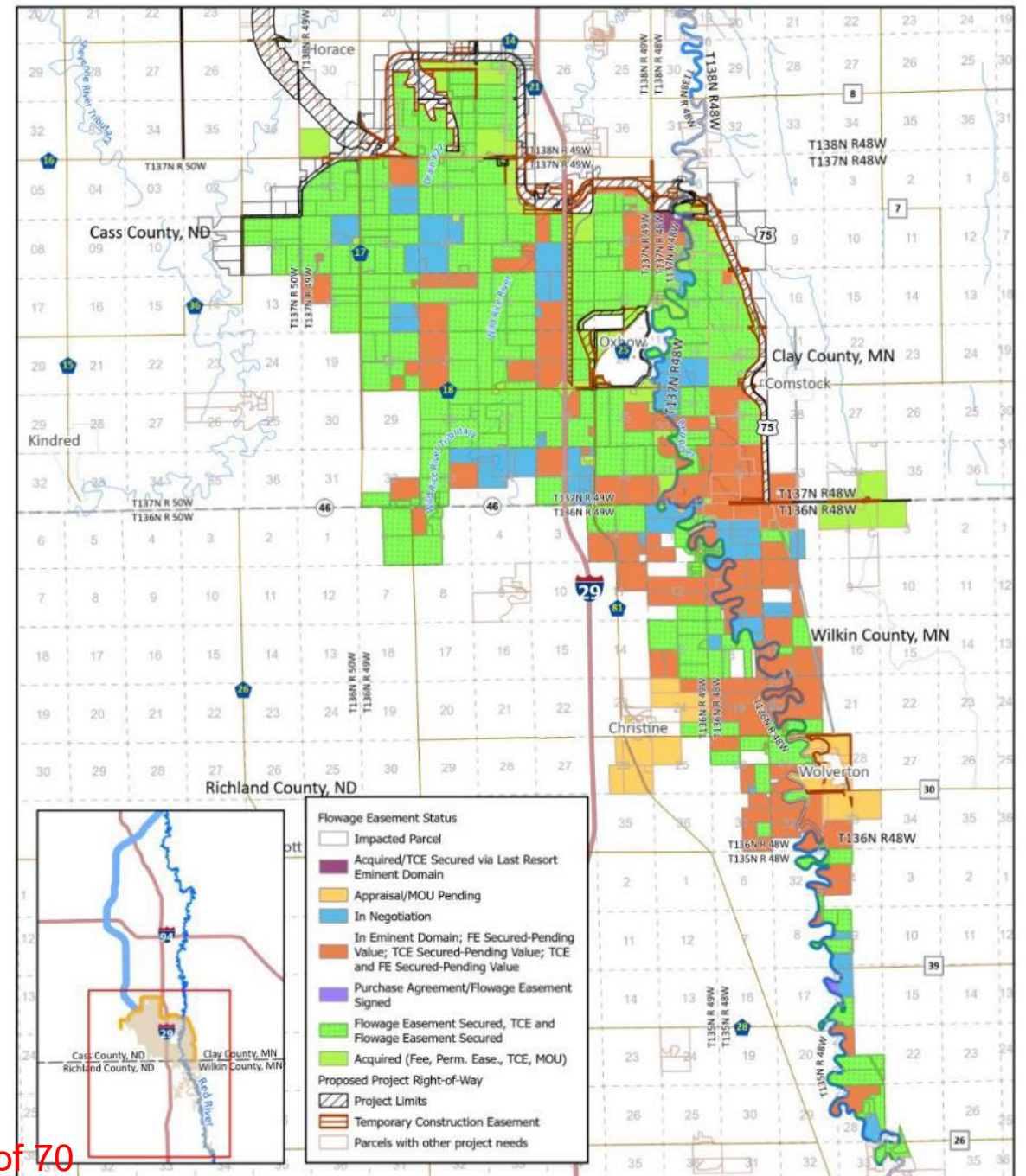
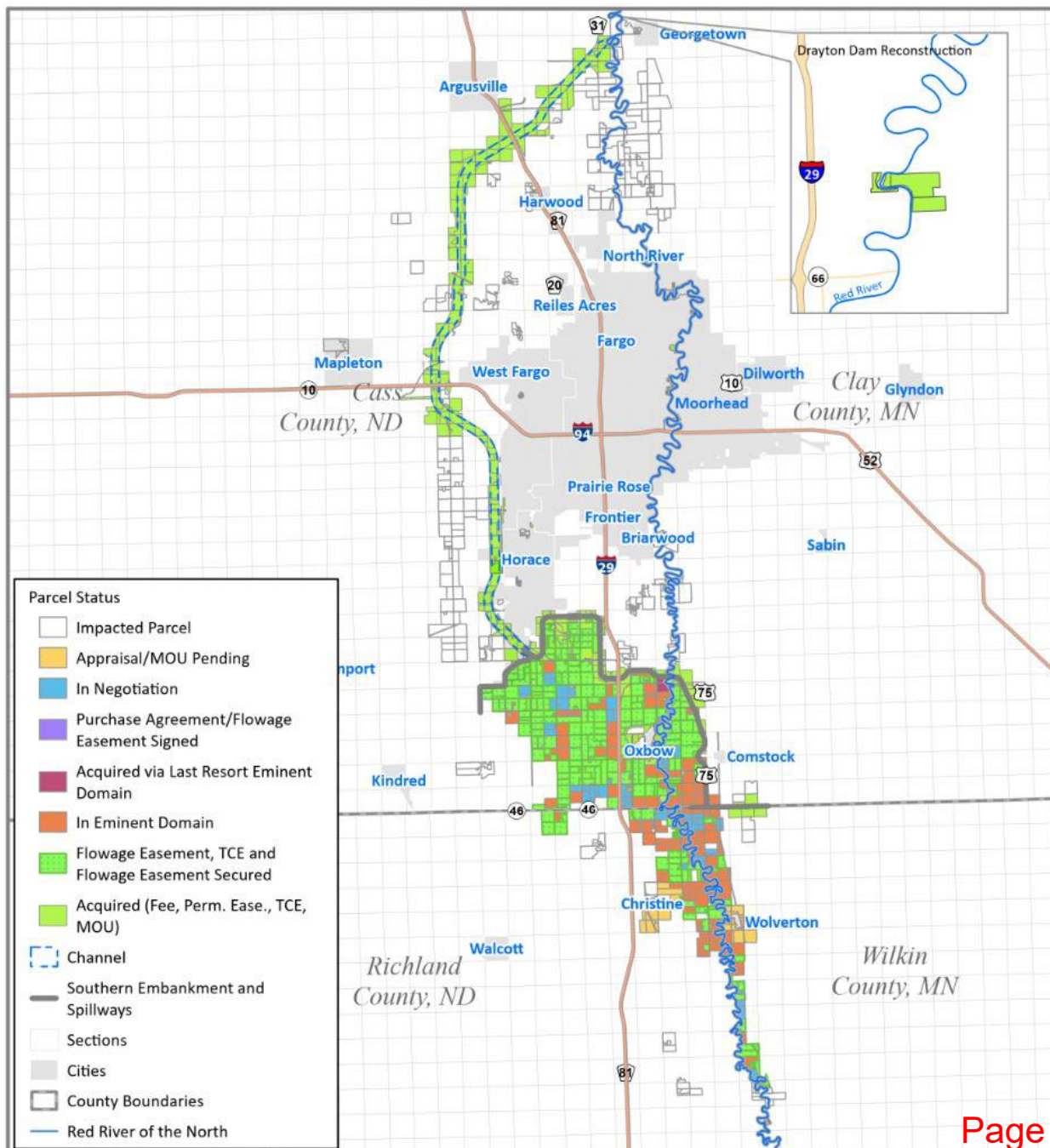
Action	OIN	Project	County	Acquisition Status	Trial/Action Date	Property Owner	Property Owner Legal Rep (Law Firm)	Land Agent (Land Firm)	CCJWRD Legal Rep
52	1891	UMA	Cass	In Eminent Domain	TBD	RODNEY & CHERIE MATHISON	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
53	1953	UMA	Cass	In Eminent Domain	TBD	GERALD & GAIL MOE	Al Baker/Cash Aaland	Oly Olafson (HDR)	Ohnstad Twichell Chris McShane
54	2002	UMA	Cass	In Eminent Domain	TBD	GARY & PATRICIA REDLIN	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
55	1967 1968	UMA	Cass	In Eminent Domain	TBD	STUART & PAT BOYER	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
56	2039 2041	UMA	Cass	In Eminent Domain	TBD	NANCY & JUSTIN JOHNSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
57	1329 1336 1337 1348 1356 1362 1366 1370 1599 8467 8468 8780	UMA	Richland	In Eminent Domain	TBD	JOSHUA & SUZANNE GRANHOLT	Al Baker/Cash Aaland	Ken Helvey (SRF)	Larkin Hoffman Rob Stefanowicz
58	5028	UMA	Cass	In Eminent Domain	TBD	SCOTT & VICKI TURNER	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
59	1947 1948	UMA	Cass	In Eminent Domain	TBD	MARJORIE COSSETTE	Al Baker/Cash Aaland	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
60	5020 5021 5022	UMA	Richland	In Eminent Domain	TBD	DORA HALLINGBY HAYES	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
61	8466	UMA	Richland	In Eminent Domain	TBD	TIMOTHY & SHARON SCHULZ	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
62	1545	UMA	Richland	In Eminent Domain	TBD	MICHELE JOHNSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
									Total OINs = 95
									Total Actions = 62



METRO
FLOOD
DIVERSION
AUTHORITY

August 2024





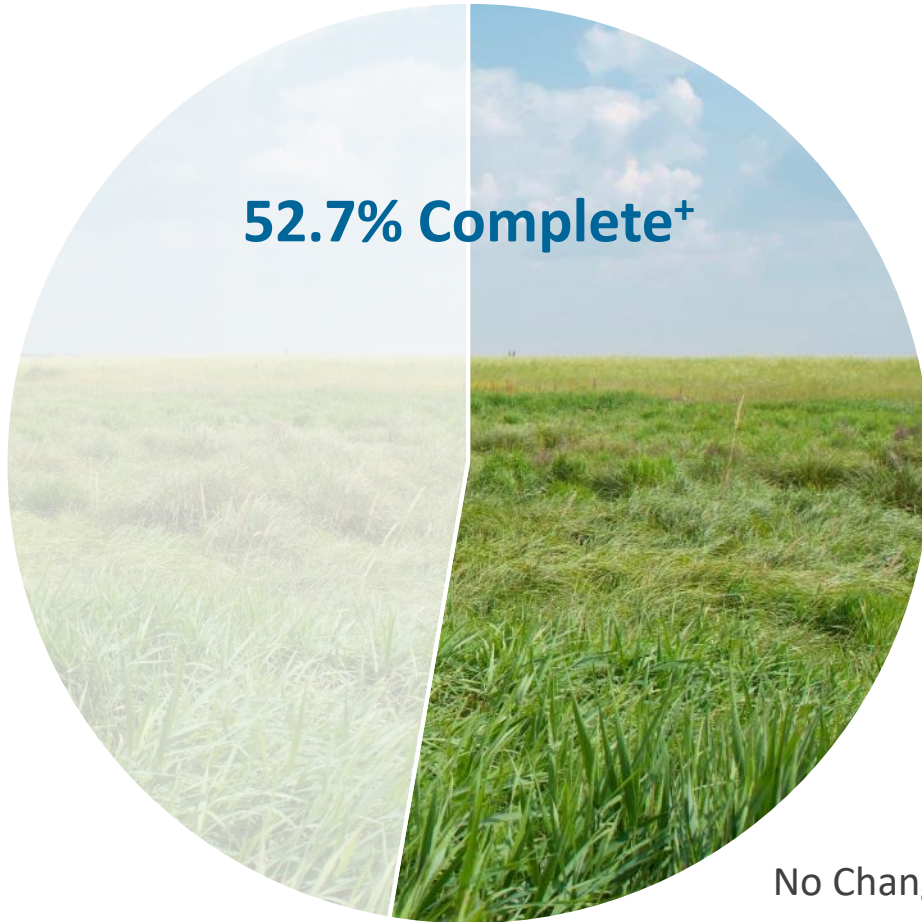
Property Acquisition Progress

Construction Footprint*



No Change

UMA Footprint**

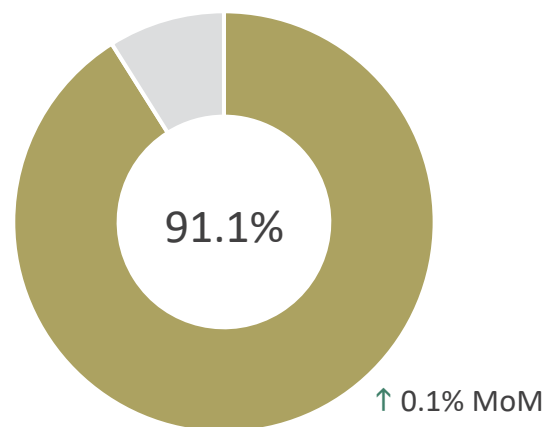


No Change

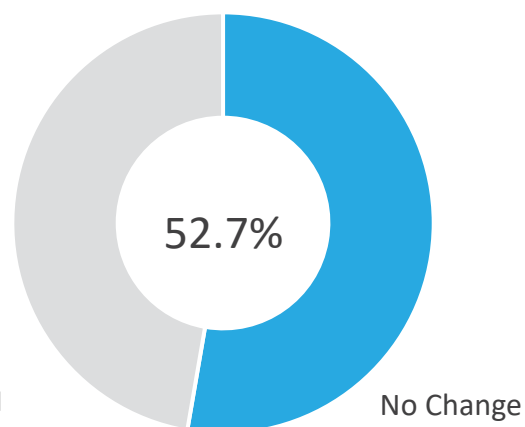
* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

** Includes parcels for Christine and Wolverton
As of August 13, 2024

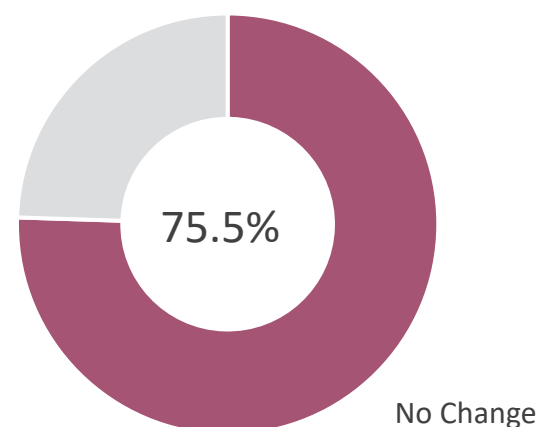
Property Acquisition Progress by Location



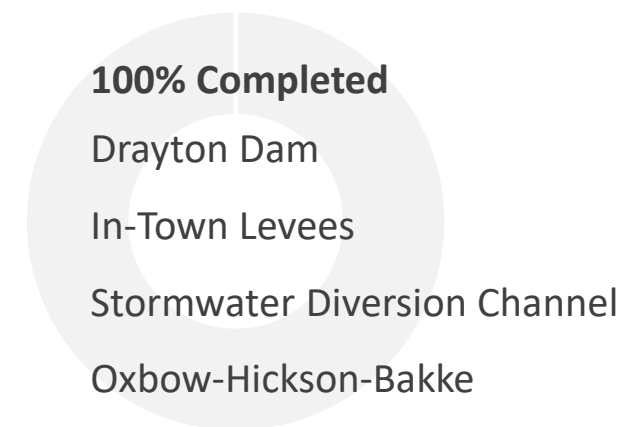
Southern Embankment & Associated Infrastructure



Upstream Mitigation Area



Environmental Monitoring Easements

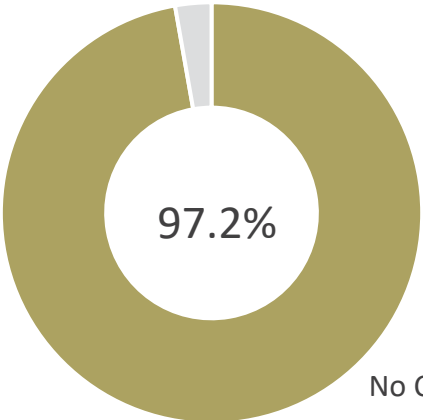


Property Acquisition Progress by CCJWRD



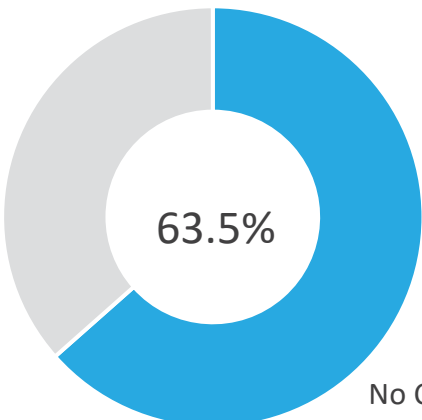
77.2% Complete

No Change



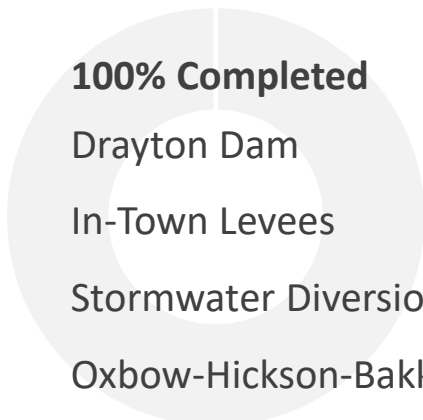
No Change

Southern Embankment &
Associated Infrastructure



No Change

Upstream
Mitigation Area



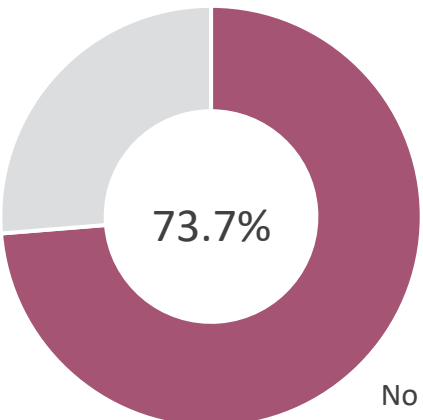
100% Completed

Drayton Dam

In-Town Levees

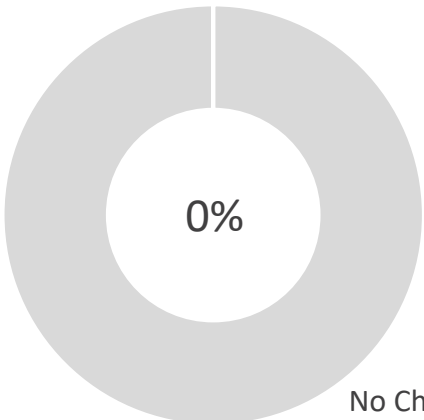
Stormwater Diversion Channel

Oxbow-Hickson-Bakke



No Change

Environmental
Monitoring Easements

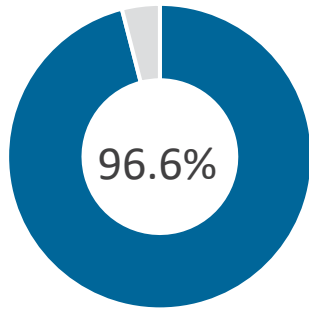


No Change

Christine

Landowner Overview

Construction Footprint*

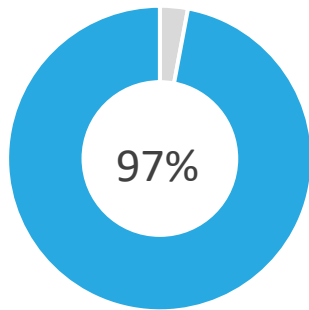


297 Owner Groups

263 in ND & 35 in MN⁺

287 settlements achieved
0 ongoing negotiations
12 in litigation

96.6% of owner groups have settled

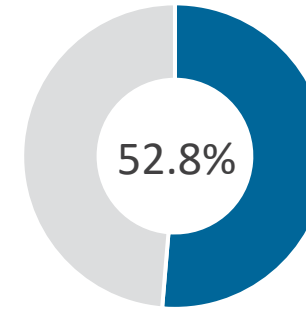


576 Parcels

559 settlements achieved
0 ongoing negotiations
17 in litigation

97% of parcels have been acquired

UMA Footprint**

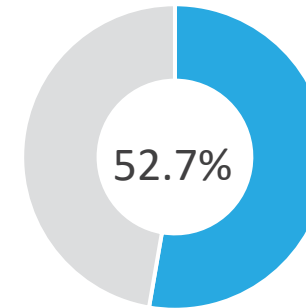


290 Owner Groups

221 in ND & 71 in MN⁺

153 settlements achieved
80 ongoing negotiations
65 in litigation

52.8% of owner groups have settled



643 Parcels

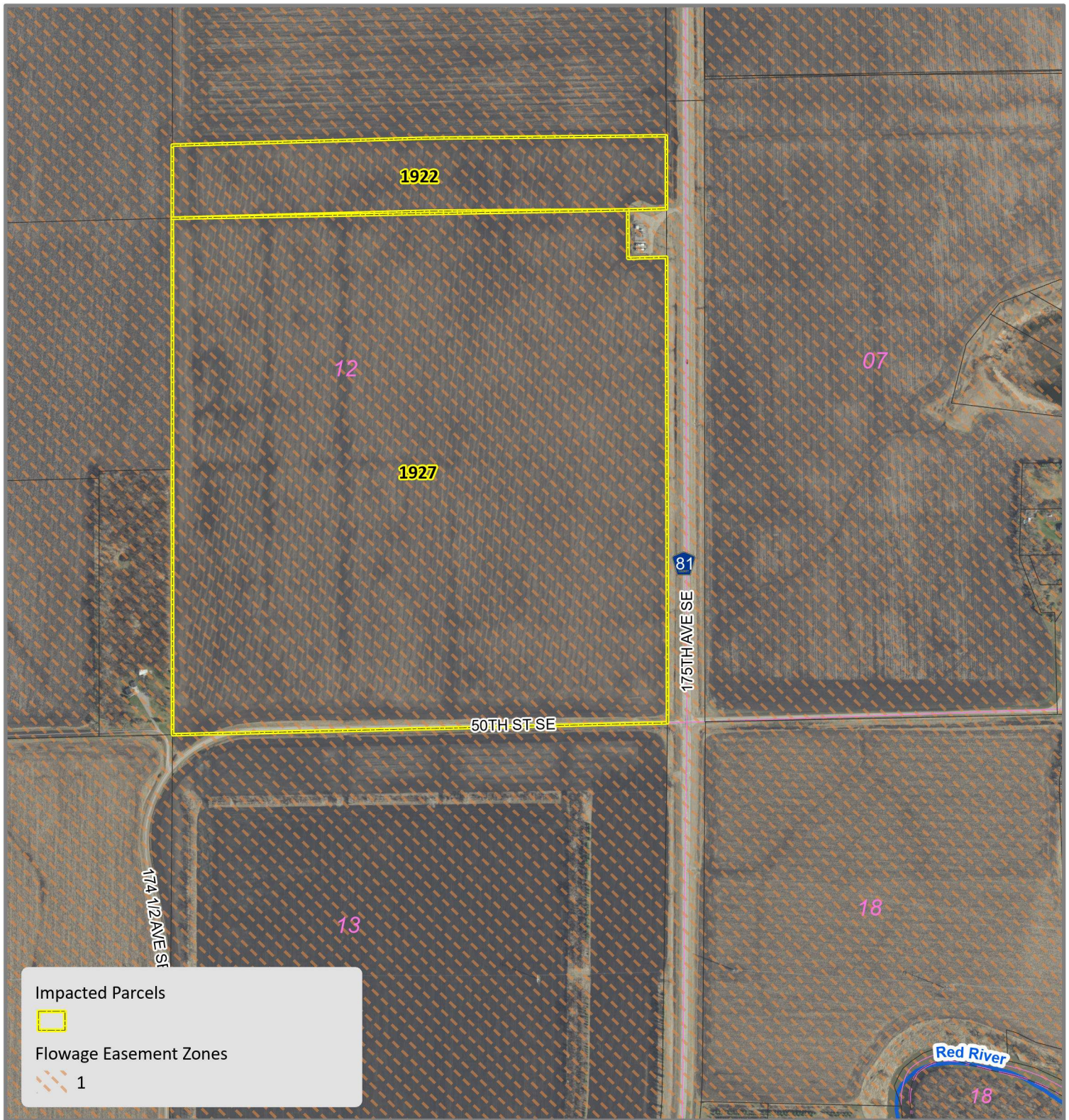
339 settlements achieved
153 ongoing negotiations
151 in litigation

52.7% of parcels have been acquired

* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

⁺ Some owner groups have property in both states

- **Continue negotiating settlement agreements for existing eminent domain actions**
- **In the last month, successfully closed 3 parcels / 3 owners in the UMA.**
- **Continuing the process of disposing of Excess Lands**
 - 28 parcels / 313.37 acres have been approved as Excess Lands
 - 13 parcels / 273.73 acres are moving through the Policy
 - 15 parcels / 39.64 acres have been sold or pending closing
- **For Minnesota properties, vacate dates for owners of occupied structures**
 - Deadline in Clay County = April 1st, 2025
 - Deadline in Wilkin County = June 1st, 2025

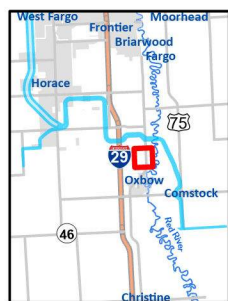
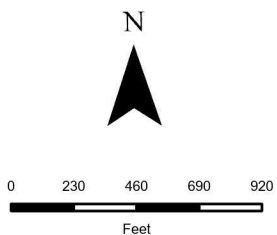


Any reliance upon this map is at user's own risk. AE25 does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.

All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

Coordinate System: NAD 1983 HARN Adj MN Clay Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property

Maps - General Inquiry\ArcPro General Individual Layout.aprx | Not Data Driven Layout



Locator Map Not to Scale

OINs: 1922, 1927
Owner: THERESA JB NELSON GST TRUST
PIN: 57-0000-10286-010,
57-0000-10286-000
Cass County, ND

FM AREA DIVERSION

Page 14 of 70 Map Date: 8/15/2024



Cass County Joint Water Resource District



Date: 08/22/2024

Agenda Item number: e.1

Subject: OIN 5023 Norberg Reimbursement Request

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 5023 in the amount of \$13,007.72

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 5023	Cindy Norberg	UMA	Relocation Reimbursement	\$13,007.72
*Invoice Receipts will be available upon request				Total Claim	\$13,007.72

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation

Cass County Joint Water Resource District
RESIDENTIAL MOVING COSTS CLAIM
****IMPORTANT: PROMPTLY SUBMIT AFTER MOVE****

☐ Advance Claim ☒ Partial Claim ☒ Final Claim

Name (Payee): <u>Cindy Norberg</u>	
Parcel ID: <u>OIN 5023</u>	County: <u>Cass</u>
Prop. Owner: <u>Cindy Norberg</u>	
Prop. Address: <u>4945 170th Ave SE</u>	
City/State/Zip: <u>Horace, ND 58047</u>	
Type of Acquisition: <input type="checkbox"/> Direct Purchase <input checked="" type="checkbox"/> ED	

Approved Amount: <u>\$13,007.72</u>	
Approved by: <u>Dale Ahlsten</u> Relocation Agent	
Date Application Approved: <u>7/26/2024</u>	
Mail Check to:	
Name: <u>Cindy Norberg</u>	
Address: <u>413 Maust Way</u>	
City/State/Zip: <u>Horace, ND 58047</u>	

<input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Owner		<input checked="" type="checkbox"/> Receipted Bills <input type="checkbox"/> Room Basis
Type of Unit	If Room Basis	
<input type="checkbox"/> Apartment	Total Rooms <u> </u>	
<input checked="" type="checkbox"/> House	Basement Count <u> </u>	
<input type="checkbox"/> Other	Garage Count <u> </u>	
<input type="checkbox"/> Furnished	Misc. Count <u> </u>	
<input checked="" type="checkbox"/> Unfurnished	Grand Total <u> </u>	

VENDOR NUMBER

Address: <u>413 Maust Way</u>	
City: <u>Horace</u>	State: <u>ND</u>

Name of Mover: <u>Two Men and a Truck</u>	Date of Move: <u>7/15/2024 to 7/17/2024</u>
Address: <u>3317 Fiechtner Dr S, Fargo, ND 58103</u>	

Residency Certification: I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any movers' receipts or statements attached herew accurately represent the expenses incurred. I further certify that I have not submitted any other moving claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

Date: 8-5-24
Name (print): Cindy Norberg
Signature: Cindy Norberg
Telephone: 701-238-5207

PAYMENT INFORMATION:

Check: \$13007.72 **Check Number:** 5602

Customer Representative	Initials	Signature
Cindy Norberg	(L N)	Cindy Norberg

Cass County Joint Water Resource District



Date: 08/22/2024

Agenda Item number: e.2

Subject: OIN 9993 BJM Land Inc. Reimbursement Request

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 9993 in the amount of \$50,000.

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 9993	BJM Land Inc.	UMA	Non-Residential Re-establishment Costs Claim	\$50,000.00
*Invoice Receipts will be available upon request				Total Claim	\$50,000.00

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation



August 12, 2024

SRF No. 13783.0290

CASS COUNTY JOINT WATER RESOURCE DISTRICT
Attn: Rodger Olson
1201 Main Avenue West
West Fargo, North Dakota 58078-1301

SUBJECT: NON-RESIDENTIAL RE-ESTABLISHMENT COSTS CLAIM
BJM LAND, INC.
4907 COUNTY ROAD 81 SOUTH, PLEASANT TOWNSHIP, ND
OIN No.: 9993

Dear Mr. Olson:

Enclosed, please find an executed copy of the reestablishment costs claim for the above-referenced business. We have met with the business owner and representatives, have reviewed the documentation submitted, and have made our recommendations for payment in accordance with applicable relocation regulations.

SRF recommends payment as follows:

ACH Payment to BJM Land, Inc. \$50,000.00

If you should have any questions, please do not hesitate to call.

Sincerely,

SRF CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read 'Ken Helvey', with a stylized flourish at the end.

Ken Helvey
Senior Project Director

www.srfconsulting.com

Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010
Equal Employment Opportunity/Affirmative Action Employer

EXHIBITS

1. SUMMARY
2. NOTICE OF RELOCATION ELIGIBILITY
3. RELOCATION CLAIM FORM- REESTABLISHMENT COSTS
4. NARRATIVE ON REESTABLISHMENT EXPENSES, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
5. CERTIFICATION OF CLAIM

SUMMARY OF RELOCATION CLAIM

Displaced Business Name: BJM Land, Inc.
Business Representatives: Robert Mitchell
Project Site Address: 4907 County Road 81 South, Pleasant Township, ND

Type of Payment Claimed Herein: Reestablishment Expenses

Summary of Costs for Payment:

Actual Move Costs:	\$ TBD
Reestablishment Costs:	\$50,000.00
Total:	\$50,000.00
Total Due at this time:	<u>\$50,000.00</u>

SRF recommends payment as follows:

ACH Payment to BJM Land, Inc.	\$50,000.00
--------------------------------------	--------------------

Cass County Joint Water Resource District



Date: 08/22/2024

Agenda Item number: e.3

Subject: OIN 1893 JDC Babe's Reimbursement Request

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 1893 in the amount of \$50,000.00

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 1893	JDC Tree Farm Inc.	UMA	Non-Residential Re-establishment Costs Claim	\$50,000.00
*Invoice Receipts will be available upon request				Total Claim	\$50,000.00

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation



August 6, 2024

SRF No. 13783.0290

CASS COUNTY JOINT WATER RESOURCE DISTRICT
Attn: Rodger Olson
1201 Main Avenue West
West Fargo, North Dakota 58078-1301

SUBJECT: NON-RESIDENTIAL RE-ESTABLISHMENT COSTS CLAIM
JDC TREE FARM INC., D/B/A PAUL BUNYAN & JDC BABES ADDITION
17523 PAUL BUNYAN DRIVE, PLEASANT TOWNSHIP, ND
OIN No.: 1893, 9462, 9420, 9422, 9670, 9671, 9417, 9419

Dear Mr. Olson:

Enclosed, please find an executed copy of the re-establishment costs claim for the above-referenced business. We have met with the business owner and representatives, have reviewed the documentation submitted, and have made our recommendations for payment in accordance with applicable relocation regulations.

SRF recommends payment as follows:

ACH Payment to JDC Tree Farm Inc.	\$50,000.00
--	--------------------

If you should have any questions, please do not hesitate to call.

Sincerely,

SRF CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read 'Ken Helvey', with a stylized flourish at the end.

Ken Helvey
Principal

www.srfconsulting.com

Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010

Equal Employment Opportunity/Affirmative Action Employer

EXHIBITS

1. SUMMARY
2. NOTICE OF RELOCATION ELIGIBILITY
3. RELOCATION CLAIM FORM- REESTABLISHMENT COSTS
4. NARRATIVE ON REESTABLISHMENT EXPENSES, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
5. CERTIFICATION OF CLAIM

SUMMARY OF RELOCATION CLAIM

Displaced Business Name: JDC Tree Farm Inc., d/b/a Paul Bunyan & JDC
Babes Addition

Business Representatives: James Carlson

Project Site Address: 17523 Paul Bunyan Drive, Pleasant Township, ND

Type of Payment Claimed Herein: Reestablishment Expenses

Summary of Costs for Payment:

Actual Move Costs:	\$ TBD
Reestablishment Costs:	\$50,000.00
Total:	\$50,000.00
Total Due at this time:	<u>\$50,000.00</u>

SRF recommends payment as follows:

ACH Payment to JDC Tree Farm Inc.	\$50,000.00
--	--------------------

RE-ESTABLISHMENT COSTS CLAIM
☐ Advance Claim ☐ Partial Claim ☒ Final

Claim

FOR OFFICIAL USE ONLYName (Payee) JDC Tree Farm IncOIN 1893, 9462, 9420, 9422, 9670, 9671, 9417, 9419Fed. # _____ County CassProp. Owner JDC Tree Farm Inc., d/b/a Paul Bunyan & JDC Babes AdditionProp. Address 17523 Paul Bunyan DriveCity/State/Zip Pleasant Township, ND 58047Type of Acq. ☒ Direct Purchase ☐ ED**LOCATION OF REPLACEMENT SITE**Address 1904 Round Hill DriveCity/State/Zip: Fargo, ND 58104**FOR OFFICIAL USE ONLY**Amount Claimed \$50,000.00


Approved by _____

Relocation Manager

Date Application Approved 8/6/2024**Make Payment to:**

ACH Transfer to JDC Tree Farm Inc

FOR OFFICIAL USE ONLY

VENDOR NUMBER _____

ELIGIBLE EXPENSES

- | | | |
|----|--|----------------------------|
| 1. | Repairs or improvements as required by law, code, or ordinance | \$20,000.00 |
| 2. | Modifications to accommodate the operation | \$31,000.00 |
| 3. | Exterior Signing | \$ _____ |
| 4. | Redecoration costs of worn surfaces | \$ _____ |
| 5. | Advertisement of Replacement Site | \$ _____ |
| 6. | Est. increase costs of operation (leases, taxes, ins., utility charges during first 2 years) | \$ _____ |
| 7. | Other items – (Approved by agency) | \$ _____ |
| 8. | TOTAL OF CLAIM (maximum \$50,000) | \$ <u>50,000.00</u> |

Residency Certification: I attest, under penalty of perjury, that myself and/or members of this partnership, association or corporation are lawfully citizens of the United States or aliens lawfully admitted for residency and authorized to conduct business in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO: CCJWRD

Date James 13 Aug 24Name (print) James CarlsonSignature [Signature]Telephone 701-356-5655

Cass County Joint Water Resource District



Date: 08/22/2024

Agenda Item number: e.4

Subject: OIN 1078 1093 1095 6G Farms Reimbursement Request

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 1078 1093 1095 in the amount of \$23,985.00

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 1078 1093 1095	6G Farms	UMA	Relocation Reimbursement	\$23,985.00
*Invoice Receipts will be available upon request				Total Claim	\$23,985.00

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation



August 15, 2024

SRF No. 13783.0290

CASS COUNTY JOINT WATER RESOURCE DISTRICT
Attn: Rodger Olson
1201 Main Avenue West
West Fargo, North Dakota 58078-1301

SUBJECT: NON-RESIDENTIAL ACTUAL MOVE PAYMENT CLAIM
6G FARMS
11701 57TH STREET SOUTH, HORACE, ND
OIN No's.: 1087, 1093, 1095

Dear Mr. Olson:

Enclosed, please find an executed copy of the actual move relocation claim for the above-referenced business. We have met with the business owner and representatives, have reviewed the documentation submitted, and have made our recommendations for payment in accordance with the settlement agreement.

SRF recommends payment as follows:

ACH Payment to 6G Farms	\$23,985.00
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If you should have any questions, please do not hesitate to call.

Sincerely,

SRF CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read 'Ken Helvey', is written over a light blue horizontal line.

Ken Helvey
Senior Project Director

www.srfconsulting.com

Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010
Equal Employment Opportunity/Affirmative Action Employer

EXHIBITS

1. SUMMARY
2. RELOCATION CLAIM FORM- ACTUAL MOVING COSTS AND RELATED EXPENSES FOR BUSINESSES
3. NARRATIVE ON SETTLEMENT AGREEMENT REIMBURSEMENTS, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
4. CERTIFICATION OF CLAIM

SUMMARY OF RELOCATION CLAIM

Displaced Business Name: 6G Farms (Farm Operation – Sole Proprietorship)
Business Representatives: Ryan Richard
Project Site Address: 11701 5th Street South, Horace, ND

Type of Payment Claimed Herein: Actual Move Costs

Summary of Costs for Payment:

Actual Move Costs:	\$23,985.00
Reestablishment Costs:	\$ TBD
Total:	\$23,985.00
Amount Previously Paid:	\$ 0.00
Total Due at this time:	<u>\$23,985.00</u>

SRF recommends payment as follows:

ACH Payment to 6G Farms	\$23,985.00
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COMMERCIAL MOVING COSTS CLAIM
****IMPORTANT: PROMPTLY SUBMIT AFTER MOVE****

☐ Advance Claim ☒ Partial Claim ☐ Final Claim

FOR OFFICIAL USE ONLY

Name (Payee) 6G Farms

OIN 1087, 1093, 1095

County Cass

Prop. Owner Richard Farm Enterprises LP

Prop. Address 11701 57th Street South


City/State/Zip Horace, ND 58047

FOR OFFICIAL USE ONLY

Amount Recommended \$23,985.00

Amount Previously Paid \$ 0.00

Amount Due \$23,985.00

Approved by 

Relocation Manager

Date Application Approved
8/15/2024

Make Payment to:

ACH payment to 6G Farms

FOR OFFICIAL USE ONLY

Business.....☐

Farm.....☒

Non-Profit.....☐

Sign Removal.....☐

Other.....☐

FOR OFFICIAL USE ONLY

VENDOR NUMBER

LOCATION TO WHICH PERSONAL PROPERTY WAS MOVED

Address 4150 156th Street SE

City/State/Zip: Mapleton, ND 58059

AMOUNT OF PAYMENT

Moving Expense \$23,985.00

Searching Expense for Replacement Site (Max. \$2,500) \$ 0.00

TOTAL PAYMENT \$ 23,985.00

Residency Certification: I attest, under penalty of perjury, that myself and/or members of this partnership, association or corporation are lawfully citizens of the United States or aliens lawfully admitted for residency and authorized to conduct business in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any mover's receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other moving claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO: CCJWRD

Date _____

Name (print) Ryan Richard

Signature _____

Telephone _____

Cass County Joint Water Resource District



DATE: 08/22/2024

Agenda Item number: f.1

Subject: CCEC Utility Permits

Recommendation/Actions Needed:

Recommend the board approve the two utility permits.

Background/Key Points:

These are for electrical service to the Maple River Aqueduct and to the Sheyenne River Aqueduct as part of the P3 Project.

Attachments:

- Utility Permits

**CASS COUNTY JOINT WATER RESOURCE DISTRICT
UTILITY PERMIT**

The Cass County Joint Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue, West Fargo, North Dakota 58078 (the “District”), issues this Permit to Cass County Electric Cooperative, a cooperative corporation, with a post office address of 3312 42nd St S, Ste 200, Fargo, ND 58104 (“Permittee”).

RECITALS

A. The District is a member of the Metro Flood Diversion Authority, a joint powers entity consisting of Clay County, Minnesota; City of Moorhead, Minnesota; Cass County, North Dakota; City of Fargo, North Dakota; and the District (the “Authority”).

B. The Diversion Authority is in the process of developing the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Project”), including a Storm Water Diversion Channel and Associated Infrastructure (“SWDCAI”).

C. As a member of the Diversion Authority, the District is responsible for acquiring the right of way necessary to accommodate the Project.

D. Permittee has requested this Permit to allow Permittee to install, construct, operate, and maintain Permittee’s Utilities, described and defined in Section 2 of this Permit, on, through, under, across, and over the Project right of way described in this Permit.

E. The District approves and grants to Permittee the right to install, construct, operate, and maintain the Utilities on, through, under, across, and over the Project right of way described in this Permit, subject to the terms and conditions contained in this Permit.

PERMIT TERMS AND CONDITIONS

1. **The License Property.** The District grants and conveys to Permittee a non-exclusive, revocable license for purposes of installing, constructing, operating, and maintaining the Utilities on, through, under, across, and over real property in Cass County, North Dakota, legally described as follows:

See attached **Exhibit A**.

The property described above is the “License Property.” The District does not warrant fee simple ownership of the License Property and only conveys those rights to Permittee permitted under North Dakota law that are consistent with the District’s rights in the License Property.

2. **The Utilities.** In accordance with this Permit, Permittee may install, construct, operate, and maintain Permittee's underground electric transmission system and associated components depicted and described in the map attached as **Exhibit B** (the "Utilities"). Permittee will comply with the special conditions attached as **Exhibit C**. Neither Permittee's entry upon or use of the License Property nor the Utilities will impede or obstruct the Project or the District's use of the License Property. If Permittee abandons or otherwise no longer utilizes the Utilities, or any component of the Utilities, Permittee will remove any and all unused portions or components of the Utilities, at Permittee's sole expense.

3. **Improvements.** Permittee will not commence or permit any installation, construction, reconstruction, modification, relocation, or improvement of the Utilities, or any component of the Utilities, until the District and the Authority review and approve Permittee's design and construction plans and specifications; neither the District nor the Authority will be liable to Permittee regarding or as a result of any approval of Permittee's design or construction plans and specifications, and will not serve as any representation or certification that Permittee's Utilities or Permittee's will be structurally sound or appropriate for Permittee's intended use, or that the Utilities will comply with applicable law; rather, any approval will simply indicate Permittee's design and construction plans and specifications meet the subjective standards of the District and the Authority. The District and the Authority may require inspection during any installation, construction, reconstruction, modification, relocation, or improvement of the Utilities. Permittee will not construct or install, or permit construction or installation, of any other improvements, utilities, fixtures, equipment, or other personal property in, upon, under, over, through, over, or across any portion of the License Property, and will not otherwise alter any portion of the License Property, without first receiving written approval from the District. Permittee will not commence or permit any excavation of the License Property without first receiving written approval from the District. Permittee will repair any damages to the Project or to the License Property as a result of or arising out of any installation, construction, reconstruction, modification, relocation, improvement, operation, maintenance, or repair of the Utilities, or otherwise as a result of any entry upon or use of the License Property by Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees. Within 30 days after any installation, construction, reconstruction, modification, relocation, improvement, or removal of the Utilities, Permittee will remove any right of way scars; restore any disturbed areas to original condition; and re-seed the vicinity disturbed by Permittee's activities. Permittee will maintain any disturbed areas for a period of one year from the date of completion. Permittee will install marker posts at all the Project crossings on the right of way line, or at any other point as designated by the District.

4. **Excavation.** Except in cases of emergency, Permittee will provide the District and the Authority with at least five days' written notice of any maintenance, repair, or replacement activities that will cause ground disturbance of the License Property. Notwithstanding the above notice requirement, in the event the Utilities, or any of Permittee's other property, malfunctions or causes damages to the License Property or the Project, Permittee will take immediate action to prevent ongoing damages, and will immediately notify the District and the Authority. Permittee will not commence any invasive, surface-disturbing, or subsurface-disturbing maintenance, repairs, replacement, reconstruction, or related activity within the License Property, including any activity that will entail or require any excavation of any portion of the License Property, or that will require the ground within the License Property to be disturbed, without first receiving written approval from the District.

5. **Duty to Repair.** Permittee will promptly repair any damages to the License Property or to the Project caused by the Utilities or as a result of any entry upon the License Property by Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees, at Permittee's sole cost. If Permittee fails to repair any damages to the License Property or to the Project promptly and properly, the District or the Authority may repair the damages or perform Permittee's obligations and the District may recover from Permittee any and all costs incurred. The District may recover costs by documenting the expenses and costs incurred in repairing the damages or performing Permittee's obligations and providing written notice to Permittee; if Permittee fails to reimburse the District within a reasonable amount of time, but no more than 60 calendar days from the date of mailing of the written notice, the District may assess all costs and expenses incurred against any real property owned by Permittee in North Dakota, or by other legal means of collecting, including all costs and expenses incurred by the District or the Authority in repairing the damages, and including consultant and attorneys' fees.

6. **Priority and Use.** The parties understand the Project will provide flood protection and other important public benefits to residents and public infrastructure in Cass and Clay Counties. The parties agree the District's and the Authority's use of the License Property take priority over any other use of the License Property. The parties understand the Project is subject to applicable laws, rules, regulations, requirements, and directives under the jurisdiction of the State of North Dakota, the United States Army Corps of Engineers ("USACE"), the Federal Emergency Management Agency ("FEMA"), and other federal and state agencies. The Permittee's use of the License Property is subject to applicable laws, rules, regulations, requirements or directions from the State of North Dakota, USACE, FEMA, and other federal and state agencies. The District does not make any representations or warranties regarding the State of North Dakota, USACE, FEMA, or any other federal or state agencies, or Permittee's use of or inability to use the License Property for purposes of the Utilities. The District will not unreasonably interfere with Permittee's rights under this Permit. The District has not made any representations, warranties, or promises that the License Property is suitable for the purposes contemplated under this Permit, or regarding the condition of the License Property. Neither the District nor the Authority will be liable for any damages to the Utilities resulting from any construction, reconstruction, modification, relocation, or improvement of the Project; with the exception of emergency situations, the District or the Authority will provide Permittee with

reasonable advance notice prior to commencement of any construction, reconstruction, modification, relocation, or improvement activities.

7. **Indemnity.** With the exception of damages caused by the intentional acts or misconduct of the District or the Authority, Permittee will release, hold harmless, defend, and indemnify the District, the Authority, and those parties' officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, and suppliers, including Red River Valley Alliance, LLC, from any and all liability, losses, damages, claims, demands, actions, judgments, and executions in any way arising out of or regarding Permittee's obligations under this Permit; the Utilities; any entry upon or use of the License Property by Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees; or any act or omission of Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees. Permittee's duties to release, hold harmless, defend, and indemnify include, but are not limited to, any and all claims, damages, actions, causes of action, claims for relief for damages (compensatory, exemplary, or otherwise), costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury directly to the District, the Authority, or any of those parties' officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, and suppliers, and to claims, demands, actions, causes of action, or claims for relief for contribution or indemnity for injury alleged to any person or party, whether natural or not. Further, Permittee will reimburse the District, the Authority, and those parties' officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, and suppliers for any costs or expenses, including reasonable attorneys' fees, expended or incurred in response to or in defense of any claim, demand, action, cause of action, or claim for relief made or asserted by any person or party, natural or not, for any alleged action or omission of Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees, or in any way arising out of or regarding this Permit; or any entry upon or use of the License Property by Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees. Permittee's obligations to release, hold harmless, defend, and indemnify include any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Permit.

8. **Relocation.** If construction, reconstruction, modification, relocation, or improvement of the Project, or any directive from the State of North Dakota, USACE, FEMA, or any other federal or state agency, necessitates the relocation of the Utilities, Permittee will relocate the Utilities to a mutually agreeable alternative location determined in cooperation between the District, the Authority, and Permittee, at Permittee's expense.

9. **Subcontractors.** Permittee is solely responsible for the installation, construction, reconstruction, modification, relocation, improvement, operation, maintenance, and repair of the Utilities, and otherwise complying with this Permit. However, to the extent Permittee procures any third parties for the installation, construction, reconstruction, modification, relocation, improvement, operation, maintenance, removal, or repair of the Utilities, or otherwise retains any

third party to perform any of Permittee's obligations under this Permit, Permittee is solely responsible for the work, performance, acts, or omissions of those third parties, including any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, or suppliers. Permittee must ensure all contractors, consultants, subcontractors, subconsultants, and suppliers are properly licensed and registered under North Dakota law. Permittee is fully responsible for scheduling and coordinating the work of any third parties, and Permittee is solely responsible for paying or compensating all third parties. Permittee will secure and provide executed lien waivers from any and all contractors, consultants, subcontractors, subconsultants, and suppliers regarding any installation, construction, reconstruction, modification, relocation, improvement, operation, maintenance, removal, or repair of the Utilities.

10. **Permit Costs.** Permittee will submit a fee at the rate required in **Exhibit C**; the District will not consider, review, or process this Permit until Permittee submits the requisite fee. In addition, Permittee will reimburse the District for all costs and expenses incurred by the District and the Authority associated with and regarding this Permit, the License Property, and any use of or entry upon the License Property by Permittee and any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, and invitees. Reimbursable expenses include engineering and consultant costs and fees, attorneys' costs and fees, and any costs associated with any design, design review, bidding, equipment, materials, geotechnical services, inspection, environmental services, right of way acquisition, permit acquisition, permit review or administration, surveying, construction, construction inspection, interim financing costs, repair, reconstruction, and any other costs incurred by the District or the Authority regarding the Utilities or Permittee's use of or entry upon the License Property. Permittee will provide full payment to the District of all costs and expenses within a reasonable amount of time following written notice from the District of costs incurred, not exceeding 60 days. If Permittee fails to provide payment within 60 days, interest will accrue in the amount of 1.5% per month on all outstanding principal until paid in full.

11. **Term.** The District may terminate this Permit if the District concludes termination of Permittee's rights under this Permit is necessary to protect the integrity of the Project; as necessary to comply with any laws, rules, regulations, requirements, or directives of the State of North Dakota, USACE, FEMA, or any other federal or state agencies with regulatory jurisdiction over the Project; or in the event of any default by Permittee under this Permit and failure to cure within a reasonable amount of time. The District will notify Permittee in writing of any termination. In the event of any termination, Permittee will remove the Utilities and any other improvements, fixtures, equipment, or other property from the License Property at Permittee's sole cost. Any termination of this Permit will be without prejudice to any of Permittee's obligations or liabilities that arose or accrued prior to termination, and Permittee's indemnity obligations will survive any termination of this Permit.

12. **Remedies.** In addition to the District's right to terminate this Permit, if Permittee fails to perform any of Permittee's obligations under this Permit within a reasonable time following request or demand from the District, the District may perform Permittee's obligations and may request reimbursement from Permittee. Permittee will provide full reimbursement to the District of all costs and expenses within a reasonable amount of time following written notice

from the District of costs incurred, not exceeding 60 days; if Permittee fails to reimburse the District within 60 days, interest will accrue in the amount of 1.5% per month on all outstanding principal until paid in full, and the District may recover its costs incurred, and interest, by assessing the costs against any property owned by Permittee in North Dakota, including any attorneys' fees incurred in attempting to collect the amounts due, or by other legal means of collection. The District's remedies provided in this Permit are cumulative and not exclusive and are in addition to any and all other remedies available to the District under North Dakota law. Permittee will reimburse the District for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing, collecting, or attempting to collect under this Permit, or incurred in litigating the terms or validity of this Permit.

13. **Assumption of Risk.** Permittee explicitly accepts any and all risk regarding any entry upon or use of the License Property by Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees. Neither the District nor the Authority will be liable or responsible for any damages or injuries caused to or by Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees resulting from, or in any way arising out of, any of those parties' entry upon or use of the License Property.¹⁴ **As-Built Drawings.** Upon Permittee's completion of installation and construction of Permittee's Utilities, or upon completion of any reconstruction, modification, relocation, or improvement of the Utilities, Permittee will promptly notify the District. Within 60 days of Permittee's completion, Permittee will provide the District with as-built drawings of the Utilities that meet the terms provided in **Exhibit C**. The District and the Authority, in their discretion, may require an inspection of the Utilities during and following installation or construction to ensure compliance with this Permit. Permittee will be responsible for the District's and the Authority's costs associated with any inspection; following an inspection, the District will provide Permittee with notice of costs incurred by the District and the Authority and Permittee will reimburse the District within 60 days.

15. **Compliance with Laws.** Permittee, at Permittee's expense, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all other necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments, and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, including a Section 408 permit from USACE if necessary, regarding the Utilities, Permittee's entry upon or use of the License Property, or any of Permittee's other obligations under this Permit.

16. **Forbearance or Waiver.** The failure or delay of the District to insist on the timely performance of any of the terms of this Permit, or the waiver of any particular breach of any of the terms of this Permit, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

17. **Assignment.** Neither party will transfer or assign this Permit, nor any of the parties' rights or obligations under this Permit, without the express written consent of the other

party. However, Permittee need not obtain prior consent of the District in the event another utility company obtains ownership of the Utilities; Permittee's successors in interest regarding the Utilities will be subject to the terms and obligations in this Permit.

18. **Governing Law.** This Permit will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Permit will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

19. **Severability.** If any court of competent jurisdiction finds any provision or part of this Permit is invalid, illegal, or unenforceable, that portion will be deemed severed from this Permit, and all remaining terms and provisions of this Permit will remain binding and enforceable.

20. **Entire Agreement.** This Permit constitutes the entire agreement between the parties regarding the matters described in this Permit, and this Permit supersedes all other previous oral or written agreements between the parties.

21. **Modifications.** Any modifications or amendments of this Permit must be in writing and signed by the District and Permittee.

(Signatures appear on the following pages.)

Permittee agrees to the terms and conditions in this Permit. This application will become effective as a Permit upon execution by both Permittee and the District.

PERMITTEE:

CASS COUNTY ELECTRIC COOPERATIVE

By: _____

Its: _____

Contact Information for Permittee:

Mailing Address:

Phone Number:

Email Address:

**CASS COUNTY JOINT WATER
RESOURCE DISTRICT**

By: _____
Rodger Olson, Chair

ATTEST:

Carol Harbeke Lewis
Secretary-Treasurer

Date Approved: _____, 2024

Contact Information for the District:

Carol Harbeke Lewis
Secretary-Treasurer
Cass County Joint Water Resource District
1201 Main Avenue West
West Fargo, ND 58078-1301
Phone: 701-298-2381
Lewisc@casscountynd.gov

EXHIBIT A

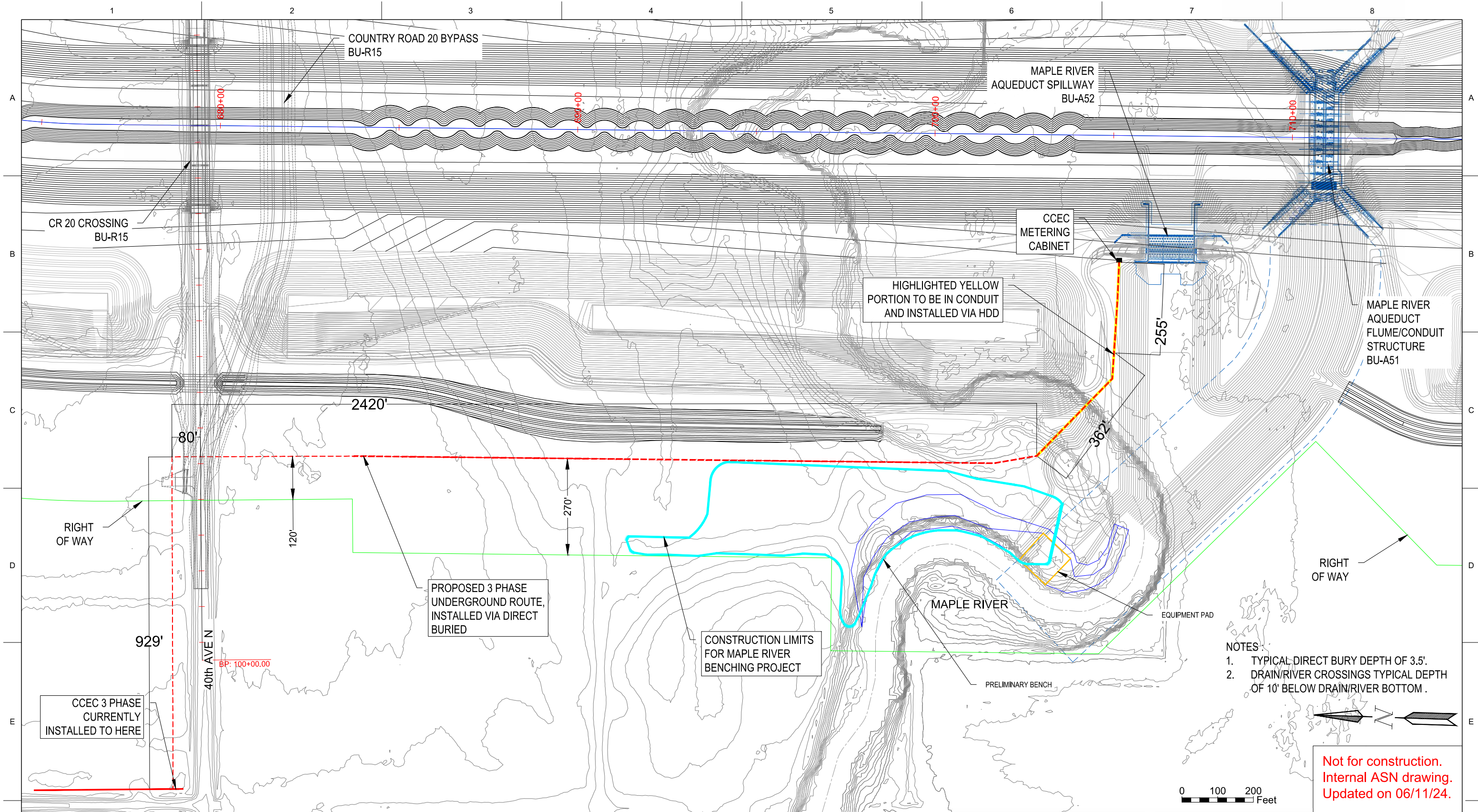
Legal Description of the License Property

Maple River Aqueduct Electric Power Supply

For electric services to the Maple River Aqueduct Cass County Electric Cooperative will install by direct bury 3-phase electric conductors at a minimum depth of 42-inches in a easterly direction in the North 10 feet of the South 85 feet of the SW $\frac{1}{4}$ of Section 14, Township 14N, Range 50W a distance of 120 ft. across OIN 903N; then in a southerly direction in the East 10 feet of the West 968 feet of the Section 23, Township 150N, Range R50W, across the NW $\frac{1}{4}$ of Section 23, Township 140N, Range 50W through parcel OIN 922N a total distance of 2,420 feet. From this point conductors will be pulled through three (3) new 2-inch conduits placed in a southeasterly direction across the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 140N, Range 50 W within parcel OIN 924N, a distance of approximately 617 ft., as more fully shown in Exhibit B on the following page. The conductors terminate at a metering cabinet located near the northwest corner of the Maple River Aqueduct Spillway, the exact location to be field verified.

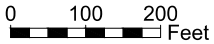
EXHIBIT B

Maps of the Utilities



- NOTES:
1. TYPICAL DIRECT BURY DEPTH OF 3.5'.
 2. DRAIN/RIVER CROSSINGS TYPICAL DEPTH OF 10' BELOW DRAIN/RIVER BOTTOM.

Not for construction.
Internal ASN drawing.
Updated on 06/11/24.



DOCUMENT PHASE:
NOT FOR CONSTRUCTION



FARGO-MOORHEAD AREA
DIVERSION PROJECT

DIVERSION CHANNEL
COORDINATION DRAWING
MAPLE AQUEDUCT POWER ROUTING
GENERAL ARRANGEMENT

DESIGNER	K. SANCHEZ		
CHECKER	O. GESTOSO		
APPROVER			
ENGINEER			
DESIGN MGR.			
LEAD FIRM P.M.			
ROLE	NAME	SIGNATURE	DATE
PROJECT No.: H366521	ISSUE DATE:		
CONSULTANT FILE No.:	CLIENTNO		

SCALE NTS OR AS NOTED	SHEET No. 1	REV SDATES SFILES
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REVISIONS

BY APVR DATE

DRAWING No.	DRAWING TITLE
	REFERENCE DRAWINGS

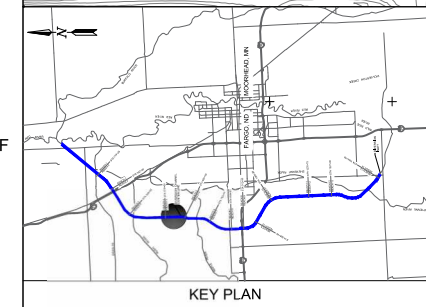


EXHIBIT C

Special Conditions

1. **Definitions.** The following definitions apply to the Special Conditions in this **Exhibit C**:
 - a. **“Controlled Low Strength Material (CLSM)”** means a self-consolidating, cementing material used primarily for backfill as an alternative to compacted soil backfill.
 - b. **“Design Exception”** means a deviation in design such that the design does not comply with the prevailing requirements.
 - c. **“Design Submittal”** means the design submittal described in this policy.
 - d. **“Diversion Channel Line of Protection”** means inflow design flood line of protection, and a levee constructed on the right EMB to provide protection from flooding.
 - e. **“Excavated Material Berm”** or **“EMB”** means a berm constructed from materials that have been excavated from within the License Property.
 - f. **“Low-Flow Channel or LFC”** means the low-flow channel constructed in the bottom section of the Diversion Channel from the diversion outlet to the diversion inlet structure with minimum low flow-rates of 720 cubic feet per second from the diversion outlet to the Rush River Inlet; 470 cubic feet per second from the Rush River inlet to the Maple River aqueduct; and flow rates determined by the P3 Developer from the Maple River aqueduct to the diversion inlet structure.
 - g. **“P3 Developer”** means Red River Valley Alliance, LLC, which entered into an agreement with the Metro Flood Diversion Authority to design, finance, build, operate, and maintain the SWDCAI.
 - h. **“Substantial Completion”** means the time at which the Work, or a specified portion of the Work, has progressed to the point where, in the opinion of Permittee, the Work is sufficiently complete, in accordance with the plans approved by the Cass County Joint Water Resource District and the Metro Flood Diversion Authority.
 - i. **“Storm Water Diversion Channel and Associated Infrastructure”** or **“SWDCAI”** means the diversion channel and associated infrastructure located on the North Dakota side of the Red River, which conveys flows of 20,000 cubic feet per second during a 100-Year Flood Event. The diversion channel is up to 300 feet wide, approximately 30 feet deep, 30 miles in length, with three railroad bridges, four two-lane interstate bridges, and up to 11 county highway bridges crossing the diversion channel and two aqueduct hydraulic structures to convey the normal flow of the Sheyenne and Maple Rivers over the diversion channel to preserve fish crossings, in addition to 10 local stormwater drain inlets.
 - j. **“Work”** means those elements of locating, installing, and constructing the Utilities within the License Property.

2. **Overhead Utility Technical Specifications.** Any overhead Utilities will comply with the following:
 - a. **Steel Infrastructure.** All of Permittee's transmission towers, poles, and other overhead utility support structures located on, through, under, across, and over the License Property must be constructed of steel.
 - b. **Diversion Channel Line of Protection.** None of Permittee's transmission towers, poles, or other overhead utility support structures will be located within 15 feet of the Diversion Channel Line of Protection.
 - c. **Guy Wire.** None of Permittee's guy wire may be placed within 15 feet of the Diversion Channel Line of Protection.
 - d. **Low-Flow Channel and SWDCAI.** None of Permittee's transmission towers, poles, or other overhead utility support structures will be installed, constructed, or located in the Low-Flow Channel or anywhere within the SWDCAI.
 - e. **NESC Requirements.** Permittee's Utilities will meet or exceed the minimum height requirements of the National Electric Safety Code ("NESC") for transmission line conductors above finished grade. Permittee will install, construct, locate, operate, and maintain the transmission lines in a manner that does not interfere with the Project, Project maintenance, or emergency operations.
3. **Underground Utility Technical Specifications.** Any underground Utilities will comply with the following:
 - a. **Diversion Channel, Levee, and Excavated Material Berm Crossings.**
 - i. **Depth.** Permittee will locate the top of the Utilities a minimum of 15 feet below the bottom of the Diversion Channel and the LFC and a minimum of 15 feet below the bottom of the lowest compacted fill layer for levees and the bottom of flood wall foundations.
 - ii. **Method of Construction.** Permittee will install the Utilities, including any component, by horizontal directional drilling under the Diversion Channel, levee, and embankments. For areas within the License Property outside the embankments, Permittee will use material excavated for Utilities placement as backfill above the pipe zone, and will compact backfill to a minimum of 95% of maximum dry density.
 - iii. **Horizontal Directional Drilling.** Permittee will comply with USACE Guidelines for installation of Utilities beneath USACE levees using horizontal directional drilling. Permittee will not install, construct, or locate any entry or exit locations (pits) within 50 feet of the Diversion Channel Line of Protection. Permittee will fill the annulus between the borehole and casing or pipe with drilling fluid or other acceptable material.
 - iv. **Geotechnical Calculations.** Permittee will prepare and submit calculations to the District and the Authority to demonstrate that each line

of the Utilities has adequate strength, flexibility, and slack to withstand the expected loading, rebound, and settlement beneath levees and other fills and that the selected depth accounts for rebound and settlement.

- b. Local Drainage Crossings.**
 - i. Method of Construction.** Permittee will install and construct the Utilities by directionally drilling or open cutting, unless otherwise directed by the District and the Authority. Permittee will not direct trench the Utilities using a plow-type installation process. Permittee will not install and construct the Utilities by jack and bore process. When utilizing an open cut, Permittee will backfill the bedding and pipe zone with Controlled Low Strength Material (“CLSM”) or Permittee’s standard bedding and pipe zone material. Permittee will first submit CLSM mix design and test batch results to the District and the Authority and will not proceed until those parties approve. Permittee will design, install, and construct CLSM for 50 to 150 psi, 28-day compressive strength. Permittee will use material excavated as backfill above the pipe zone. Permittee will compact backfill to a minimum 95% of maximum dry density. For directional drilling, Permittee will comply with the requirements for crossing the Diversion Channel.
 - ii. Depth.** Permittee will design, install, and construct the Utilities to the approved depth and will accommodate the following:
 - 1. stripping work areas of topsoil;
 - 2. heaving equipment loads;
 - 3. removal of Excavated Material Berms or EMBs in the future; and
 - 4. except as indicated otherwise, Permittee will construct the top of the Utilities a minimum of 3.5 feet below the stripped surface and drainage ditch inverts.
- 4. Jurisdictional Crossings.** Any Utilities crossing facilities or infrastructure owned by other jurisdictions will comply with the following:
 - a. Water Resource District Crossings.** Permittee will obtain a separate utility permit before the installation or construction of the Utilities or any components on, through, under, across, or over cross any facilities, infrastructure, or right of way owned by any other water resource district; Permittee must obtain approval from the applicable water resource district before Permittee commences any installation or construction of the Utilities or any component of the Utilities.
 - b. Cass County Highway Crossings.** Permittee will obtain a separate utility permit or other approval document from the Cass County Highway Department before the installation or construction of the Utilities or any components on, through,

under, across, or over cross any highway, road, facilities, infrastructure, or right of way owned by the Cass County Highway Department; Permittee must obtain approval from the Cass County Highway Department before Permittee commences any installation or construction of the Utilities or any component of the Utilities.

- c. **North Dakota Department of Transportation (“NDDOT”) Highway Crossings.** Permittee will obtain a separate utility permit or other approval document from NDDOT before the installation or construction of the Utilities or any components on, through, under, across, or over cross any highway, road, facilities, infrastructure, or right of way owned by NDDOT; Permittee must obtain approval from NDDOT before Permittee commences any installation or construction of the Utilities or any component of the Utilities.
 - d. **Burlington Northern Sante Fe Railroad (“BNSF”) Crossings.** Permittee will obtain a separate utility permit or other approval document from BNSF before the installation or construction of the Utilities or any components on, through, under, across, or over cross any tracks, facilities, infrastructure, or right of way owned by BNSF; Permittee must obtain approval from BNSF before Permittee commences any installation or construction of the Utilities or any component of the Utilities.
5. **Other Requirements.** The following requirements apply to all Utilities:
- a. **Grouting.** When Permittee utilizes horizontal directional drilling, Permittee will grout the annular space between the borehole and the casing with cementitious grout for 50 linear feet from the end of the casing or pipe at the entrance and exit pits. Permittee will inject grout into the annular space at multiple points around the circumference of the pipeline throughout this 50-foot length. Permittee will install baskets or other devices on the pipeline just beyond the 50-foot length to prevent the grout from flowing more deeply into the hole, but will completely fill the annular space between the basket and the ground surface. Permittee will limit grout pressure to the mud pressure used for the directional drill. Permittee will seal the annular space between the casing and conduits on each end, between the conduit and cable, with a non-porous expanding foam; rubber boots and expanding plugs are not acceptable. For spare conduits, Permittee will seal each end of the conduit.
 - b. **Non-Pressurized Dry Utilities.** Permittee will limit non-pressurized dry utilities buried under the Diversion Channel Line of Protection to those that can be installed inside a conduit or casing that is joined together continuously (welded, glued, or fused joints) and maintain sufficient strength to resist the tensile stresses imposed during pullback operations.
 - c. **Crossing Markers.** Permittee will install four color-coded fiberglass service line marker posts for underground Utilities at each crossing point, at the perimeter of the License Property and on the offset bench area (if any) between the Diversion Channel and the

EMB. In addition, Permittee will install one marker post immediately adjacent to each buried appurtenance within the License Property. Permittee's markers will be at least 72-inches long and 4-inches wide.

6. **Design Review and Approval Process.** Under Section 3 of the Permit, Permittee will not commence or permit any installation, construction, reconstruction, modification, relocation, or improvement of the Utilities, or any component of the Utilities, until the District and the Authority review and approve Permittee's design and construction plans and specifications. The design review and approval process will require the following:
 - a. **Proposals and Plans.** Permittee will submit a Design Submittal to the District, the Authority, and the P3 Developer for review.
 - i. **Design Submittal.** Permittee's Design Submittal will include a completed design for all Work, complete technical specifications, calculations verifying the design performance, geotechnical information, project test and survey data, and all other related design and engineering reports, studies, and analyses. In addition, the Design Submittal will include:
 1. plan and profile alignments;
 2. site plans for the location of the Utilities and all components, including proposed locations for line markers;
 3. submittals and testing referenced in the design guidelines for horizontal directional drilling; and
 4. a schedule with a detailed plan regarding construction commencement for each component, splicing, testing, and completion dates.
 - ii. **Submittal Review.** The District, the Authority, and the P3 Developer will review Permittee's Design Submittal; if Permittee's Design Submittal is insufficient or does not comply with the terms and specifications in this Permit, the District will notify Permittee and Permittee will submit an amended Design Submittal.
 - b. **Approval Required.** Permittee will not commence or permit any installation, construction, reconstruction, modification, relocation, or improvement of the Utilities, or any component of the Utilities, until the District and the Authority review and approve Permittee's Design Submittal. Neither the District nor the Authority will be liable to Permittee regarding or as a result of any approval of Permittee's Design Submittal, and will not serve as any representation or certification that Permittee's Utilities will be structurally sound or appropriate for Permittee's intended use, or that the Utilities will comply with applicable law; rather, any approval will simply indicate Permittee's Design Submittal meets the subjective standards of the District and the Authority.
 - c. **Other Approvals.** Under Section 15 of the Permit, Permittee, at Permittee's expense, is solely responsible for obtaining all other necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and

municipal governments, and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the Utilities, Permittee's entry upon or use of the License Property, or any of Permittee's other obligations under this Permit. Before commencing any Work, Permittee will demonstrate to the District and the Authority that Permittee has obtained all other applicable permits or approvals.

- d. **Final Signed Design Submittal.** Following approval of Permittee's Design Submittal by the District and the Authority, Permittee will sign and seal the contents of the Design Submittal as required by applicable law and will provide copies of the signed Design Submittal to the District and the Authority. In addition, Permittee will include a cover letter that will include written confirmation or certification of Permittee's compliance with the following requirements:
 - i. that Permittee has obtained all other applicable permits and approvals;
 - ii. that neither the District nor the Authority have approved or accepted any Design Exceptions or deviations or, if they have, then describing each Design Exception in detail;
 - iii. that the Design Submittal complies with this Permit; and
 - iv. that Permittee has paid all fees and made all reimbursements required under this Permit.
- e. **Adjustments to the Scope of Work.** The District and the Authority must first approve any changes, revisions, or modifications to the signed Design Submittal proposed by Permittee during installation or construction of the Utilities.
- f. **Inspections.** Under Section 14 of the Permit, the District may require inspection of the Work. Permittee will reimburse the District for inspection costs incurred by the District and the Authority within 60 days of notice from the District, in accordance with the terms of Section 14.
- g. **Final Inspection.** Permittee will provide the District with written notice of any anticipated Substantial Completion at least 15 business days prior to the anticipated date for Substantial Completion; the District and the Authority may conduct an additional inspection. If the District and the Authority conclude any of the Work is not in conformance with Permittee's signed Design Submittal or any approved material changes or modifications, Permittee will correct any nonconformance or deficiency
- h. **As-Built Drawings.** As required under Section 14 of the Permit, upon Permittee's completion of installation and construction of the Utilities, or upon completion of any reconstruction, modification, relocation, or improvement of the Utilities, Permittee will promptly notify the District. Within 60 days of Permittee's completion, Permittee will provide the District and the Authority with

as-built drawings of the Utilities; the drawings will define horizontal location and depth of each new conduit at 50-foot intervals, using the North American Datum of 1983 (NAD83) (NSRS2007), North Dakota State Plane Coordinate System, South Zone and the North American Vertical Datum of 1988 (NAVD88) (GEOID09).

7. **Permit Fees.** Permit Fees are waived for this Permit.
8. **Other Conditions.** The following additional conditions apply to Permittee's Utilities:
 - a. Permittee will not commence or permit any installation, construction, reconstruction, modification, relocation, or improvement of the Utilities, or any component of the Utilities, until the District and the Authority review and approve Permittee's Design Submittal.

CASS COUNTY JOINT WATER RESOURCE DISTRICT UTILITY PERMIT

The Cass County Joint Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue, West Fargo, North Dakota 58078 (the “District”), issues this Permit to Cass County Electric Cooperative, a cooperative corporation, with a post office address of 3312 42nd St S, Ste 200, Fargo, ND 58104 (“Permittee”).

RECITALS

A. The District is a member of the Metro Flood Diversion Authority, a joint powers entity consisting of Clay County, Minnesota; City of Moorhead, Minnesota; Cass County, North Dakota; City of Fargo, North Dakota; and the District (the “Authority”).

B. The Diversion Authority is in the process of developing the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Project”), including a Storm Water Diversion Channel and Associated Infrastructure (“SWDCAI”).

C. As a member of the Diversion Authority, the District is responsible for acquiring the right of way necessary to accommodate the Project.

D. Permittee has requested this Permit to allow Permittee to install, construct, operate, and maintain Permittee’s Utilities, described and defined in Section 2 of this Permit, on, through, under, across, and over the Project right of way described in this Permit.

E. The District approves and grants to Permittee the right to install, construct, operate, and maintain the Utilities on, through, under, across, and over the Project right of way described in this Permit, subject to the terms and conditions contained in this Permit.

PERMIT TERMS AND CONDITIONS

1. **The License Property.** The District grants and conveys to Permittee a non-exclusive, revocable license for purposes of installing, constructing, operating, and maintaining the Utilities on, through, under, across, and over real property in Cass County, North Dakota, legally described as follows:

See attached **Exhibit A**.

The property described above is the “License Property.” The District does not warrant fee simple ownership of the License Property and only conveys those rights to Permittee permitted under North Dakota law that are consistent with the District’s rights in the License Property.

2. **The Utilities.** In accordance with this Permit, Permittee may install, construct, operate, and maintain Permittee's underground electric transmission system and associated components depicted and described in the map attached as **Exhibit B** (the "Utilities"). Permittee will comply with the special conditions attached as **Exhibit C**. Neither Permittee's entry upon or use of the License Property nor the Utilities will impede or obstruct the Project or the District's use of the License Property. If Permittee abandons or otherwise no longer utilizes the Utilities, or any component of the Utilities, Permittee will remove any and all unused portions or components of the Utilities, at Permittee's sole expense.

3. **Improvements.** Permittee will not commence or permit any installation, construction, reconstruction, modification, relocation, or improvement of the Utilities, or any component of the Utilities, until the District and the Authority review and approve Permittee's design and construction plans and specifications; neither the District nor the Authority will be liable to Permittee regarding or as a result of any approval of Permittee's design or construction plans and specifications, and will not serve as any representation or certification that Permittee's Utilities or Permittee's will be structurally sound or appropriate for Permittee's intended use, or that the Utilities will comply with applicable law; rather, any approval will simply indicate Permittee's design and construction plans and specifications meet the subjective standards of the District and the Authority. The District and the Authority may require inspection during any installation, construction, reconstruction, modification, relocation, or improvement of the Utilities. Permittee will not construct or install, or permit construction or installation, of any other improvements, utilities, fixtures, equipment, or other personal property in, upon, under, over, through, over, or across any portion of the License Property, and will not otherwise alter any portion of the License Property, without first receiving written approval from the District. Permittee will not commence or permit any excavation of the License Property without first receiving written approval from the District. Permittee will repair any damages to the Project or to the License Property as a result of or arising out of any installation, construction, reconstruction, modification, relocation, improvement, operation, maintenance, or repair of the Utilities, or otherwise as a result of any entry upon or use of the License Property by Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees. Within 30 days after any installation, construction, reconstruction, modification, relocation, improvement, or removal of the Utilities, Permittee will remove any right of way scars; restore any disturbed areas to original condition; and re-seed the vicinity disturbed by Permittee's activities. Permittee will maintain any disturbed areas for a period of one year from the date of completion. Permittee will install marker posts at all the Project crossings on the right of way line, or at any other point as designated by the District.

4. **Excavation.** Except in cases of emergency, Permittee will provide the District and the Authority with at least five days' written notice of any maintenance, repair, or replacement activities that will cause ground disturbance of the License Property. Notwithstanding the above notice requirement, in the event the Utilities, or any of Permittee's other property, malfunctions or causes damages to the License Property or the Project, Permittee will take immediate action to prevent ongoing damages, and will immediately notify the District and the Authority. Permittee will not commence any invasive, surface-disturbing, or subsurface-disturbing maintenance, repairs, replacement, reconstruction, or related activity within the License Property, including any activity that will entail or require any excavation of any portion of the License Property, or that will require the ground within the License Property to be disturbed, without first receiving written approval from the District.

5. **Duty to Repair.** Permittee will promptly repair any damages to the License Property or to the Project caused by the Utilities or as a result of any entry upon the License Property by Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees, at Permittee's sole cost. If Permittee fails to repair any damages to the License Property or to the Project promptly and properly, the District or the Authority may repair the damages or perform Permittee's obligations and the District may recover from Permittee any and all costs incurred. The District may recover costs by documenting the expenses and costs incurred in repairing the damages or performing Permittee's obligations and providing written notice to Permittee; if Permittee fails to reimburse the District within a reasonable amount of time, but no more than 60 calendar days from the date of mailing of the written notice, the District may assess all costs and expenses incurred against any real property owned by Permittee in North Dakota, or by other legal means of collecting, including all costs and expenses incurred by the District or the Authority in repairing the damages, and including consultant and attorneys' fees.

6. **Priority and Use.** The parties understand the Project will provide flood protection and other important public benefits to residents and public infrastructure in Cass and Clay Counties. The parties agree the District's and the Authority's use of the License Property take priority over any other use of the License Property. The parties understand the Project is subject to applicable laws, rules, regulations, requirements, and directives under the jurisdiction of the State of North Dakota, the United States Army Corps of Engineers ("USACE"), the Federal Emergency Management Agency ("FEMA"), and other federal and state agencies. The Permittee's use of the License Property is subject to applicable laws, rules, regulations, requirements or directions from the State of North Dakota, USACE, FEMA, and other federal and state agencies. The District does not make any representations or warranties regarding the State of North Dakota, USACE, FEMA, or any other federal or state agencies, or Permittee's use of or inability to use the License Property for purposes of the Utilities. The District will not unreasonably interfere with Permittee's rights under this Permit. The District has not made any representations, warranties, or promises that the License Property is suitable for the purposes

contemplated under this Permit, or regarding the condition of the License Property. Neither the District nor the Authority will be liable for any damages to the Utilities resulting from any construction, reconstruction, modification, relocation, or improvement of the Project; with the exception of emergency situations, the District or the Authority will provide Permittee with reasonable advance notice prior to commencement of any construction, reconstruction, modification, relocation, or improvement activities.

7. **Indemnity.** With the exception of damages caused by the intentional acts or misconduct of the District or the Authority, Permittee will release, hold harmless, defend, and indemnify the District, the Authority, and those parties' officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, and suppliers, including Red River Valley Alliance, LLC, from any and all liability, losses, damages, claims, demands, actions, judgments, and executions in any way arising out of or regarding Permittee's obligations under this Permit; the Utilities; any entry upon or use of the License Property by Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees; or any act or omission of Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees. Permittee's duties to release, hold harmless, defend, and indemnify include, but are not limited to, any and all claims, damages, actions, causes of action, claims for relief for damages (compensatory, exemplary, or otherwise), costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury directly to the District, the Authority, or any of those parties' officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, and suppliers, and to claims, demands, actions, causes of action, or claims for relief for contribution or indemnity for injury alleged to any person or party, whether natural or not. Further, Permittee will reimburse the District, the Authority, and those parties' officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, and suppliers for any costs or expenses, including reasonable attorneys' fees, expended or incurred in response to or in defense of any claim, demand, action, cause of action, or claim for relief made or asserted by any person or party, natural or not, for any alleged action or omission of Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees, or in any way arising out of or regarding this Permit; or any entry upon or use of the License Property by Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees. Permittee's obligations to release, hold harmless, defend, and indemnify include any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Permit.

8. **Relocation.** If construction, reconstruction, modification, relocation, or improvement of the Project, or any directive from the State of North Dakota, USACE, FEMA, or any other federal or state agency, necessitates the relocation of the Utilities, Permittee will

relocate the Utilities to a mutually agreeable alternative location determined in cooperation between the District, the Authority, and Permittee, at Permittee's expense.

9. **Subcontractors.** Permittee is solely responsible for the installation, construction, reconstruction, modification, relocation, improvement, operation, maintenance, and repair of the Utilities, and otherwise complying with this Permit. However, to the extent Permittee procures any third parties for the installation, construction, reconstruction, modification, relocation, improvement, operation, maintenance, removal, or repair of the Utilities, or otherwise retains any third party to perform any of Permittee's obligations under this Permit, Permittee is solely responsible for the work, performance, acts, or omissions of those third parties, including any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, or suppliers. Permittee must ensure all contractors, consultants, subcontractors, subconsultants, and suppliers are properly licensed and registered under North Dakota law. Permittee is fully responsible for scheduling and coordinating the work of any third parties, and Permittee is solely responsible for paying or compensating all third parties. Permittee will secure and provide executed lien waivers from any and all contractors, consultants, subcontractors, subconsultants, and suppliers regarding any installation, construction, reconstruction, modification, relocation, improvement, operation, maintenance, removal, or repair of the Utilities.

10. **Permit Costs.** Permittee will submit a fee at the rate required in **Exhibit C**; the District will not consider, review, or process this Permit until Permittee submits the requisite fee. In addition, Permittee will reimburse the District for all costs and expenses incurred by the District and the Authority associated with and regarding this Permit, the License Property, and any use of or entry upon the License Property by Permittee and any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, and invitees. Reimbursable expenses include engineering and consultant costs and fees, attorneys' costs and fees, and any costs associated with any design, design review, bidding, equipment, materials, geotechnical services, inspection, environmental services, right of way acquisition, permit acquisition, permit review or administration, surveying, construction, construction inspection, interim financing costs, repair, reconstruction, and any other costs incurred by the District or the Authority regarding the Utilities or Permittee's use of or entry upon the License Property. Permittee will provide full payment to the District of all costs and expenses within a reasonable amount of time following written notice from the District of costs incurred, not exceeding 60 days. If Permittee fails to provide payment within 60 days, interest will accrue in the amount of 1.5% per month on all outstanding principal until paid in full.

11. **Term.** The District may terminate this Permit if the District concludes termination of Permittee's rights under this Permit is necessary to protect the integrity of the Project; as necessary to comply with any laws, rules, regulations, requirements, or directives of the State of North Dakota, USACE, FEMA, or any other federal or state agencies with regulatory

jurisdiction over the Project; or in the event of any default by Permittee under this Permit and failure to cure within a reasonable amount of time. The District will notify Permittee in writing of any termination. In the event of any termination, Permittee will remove the Utilities and any other improvements, fixtures, equipment, or other property from the License Property at Permittee's sole cost. Any termination of this Permit will be without prejudice to any of Permittee's obligations or liabilities that arose or accrued prior to termination, and Permittee's indemnity obligations will survive any termination of this Permit.

12. **Remedies.** In addition to the District's right to terminate this Permit, if Permittee fails to perform any of Permittee's obligations under this Permit within a reasonable time following request or demand from the District, the District may perform Permittee's obligations and may request reimbursement from Permittee. Permittee will provide full reimbursement to the District of all costs and expenses within a reasonable amount of time following written notice from the District of costs incurred, not exceeding 60 days; if Permittee fails to reimburse the District within 60 days, interest will accrue in the amount of 1.5% per month on all outstanding principal until paid in full, and the District may recover its costs incurred, and interest, by assessing the costs against any property owned by Permittee in North Dakota, including any attorneys' fees incurred in attempting to collect the amounts due, or by other legal means of collection. The District's remedies provided in this Permit are cumulative and not exclusive and are in addition to any and all other remedies available to the District under North Dakota law. Permittee will reimburse the District for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing, collecting, or attempting to collect under this Permit, or incurred in litigating the terms or validity of this Permit.

13. **Assumption of Risk.** Permittee explicitly accepts any and all risk regarding any entry upon or use of the License Property by Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees. Neither the District nor the Authority will be liable or responsible for any damages or injuries caused to or by Permittee or any of Permittee's officers, employees, agents, representatives, contractors, consultants, subcontractors, subconsultants, suppliers, licensees, or invitees resulting from, or in any way arising out of, any of those parties' entry upon or use of the License Property.14. **As-Built Drawings.** Upon Permittee's completion of installation and construction of Permittee's Utilities, or upon completion of any reconstruction, modification, relocation, or improvement of the Utilities, Permittee will promptly notify the District. Within 60 days of Permittee's completion, Permittee will provide the District with as-built drawings of the Utilities that meet the terms provided in **Exhibit C**. The District and the Authority, in their discretion, may require an inspection of the Utilities during and following installation or construction to ensure compliance with this Permit. Permittee will be responsible for the District's and the Authority's costs associated with any inspection; following an inspection, the District will provide Permittee with notice of costs incurred by the District and the Authority and Permittee will reimburse the District within 60 days.

15. **Compliance with Laws.** Permittee, at Permittee's expense, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all other necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments, and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, including a Section 408 permit from USACE if necessary, regarding the Utilities, Permittee's entry upon or use of the License Property, or any of Permittee's other obligations under this Permit.

16. **Forbearance or Waiver.** The failure or delay of the District to insist on the timely performance of any of the terms of this Permit, or the waiver of any particular breach of any of the terms of this Permit, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

17. **Assignment.** Neither party will transfer or assign this Permit, nor any of the parties' rights or obligations under this Permit, without the express written consent of the other party. However, Permittee need not obtain prior consent of the District in the event another utility company obtains ownership of the Utilities; Permittee's successors in interest regarding the Utilities will be subject to the terms and obligations in this Permit.

18. **Governing Law.** This Permit will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Permit will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

19. **Severability.** If any court of competent jurisdiction finds any provision or part of this Permit is invalid, illegal, or unenforceable, that portion will be deemed severed from this Permit, and all remaining terms and provisions of this Permit will remain binding and enforceable.

20. **Entire Agreement.** This Permit constitutes the entire agreement between the parties regarding the matters described in this Permit, and this Permit supersedes all other previous oral or written agreements between the parties.

21. **Modifications.** Any modifications or amendments of this Permit must be in writing and signed by the District and Permittee.

(Signatures appear on the following pages.)

***Cass County Joint Water Resource District
Cass County Electric Cooperative
Utility Permit, FM Diversion***

Page 8

Permittee agrees to the terms and conditions in this Permit. This application will become effective as a Permit upon execution by both Permittee and the District.

PERMITTEE:

CASS COUNTY ELECTRIC COOPERATIVE

By: _____

Its: _____

Contact Information for Permittee:

Mailing Address:

Phone Number:

Email Address:

**CASS COUNTY JOINT WATER
RESOURCE DISTRICT**

By: _____
Rodger Olson, Chair

ATTEST:

Carol Harbeke Lewis
Secretary-Treasurer

Date Approved: _____, 2024

Contact Information for the District:

Carol Harbeke Lewis
Secretary-Treasurer
Cass County Joint Water Resource District
1201 Main Avenue West
West Fargo, ND 58078-1301
Phone: 701-298-2381
Lewisc@casscountynd.gov

EXHIBIT A

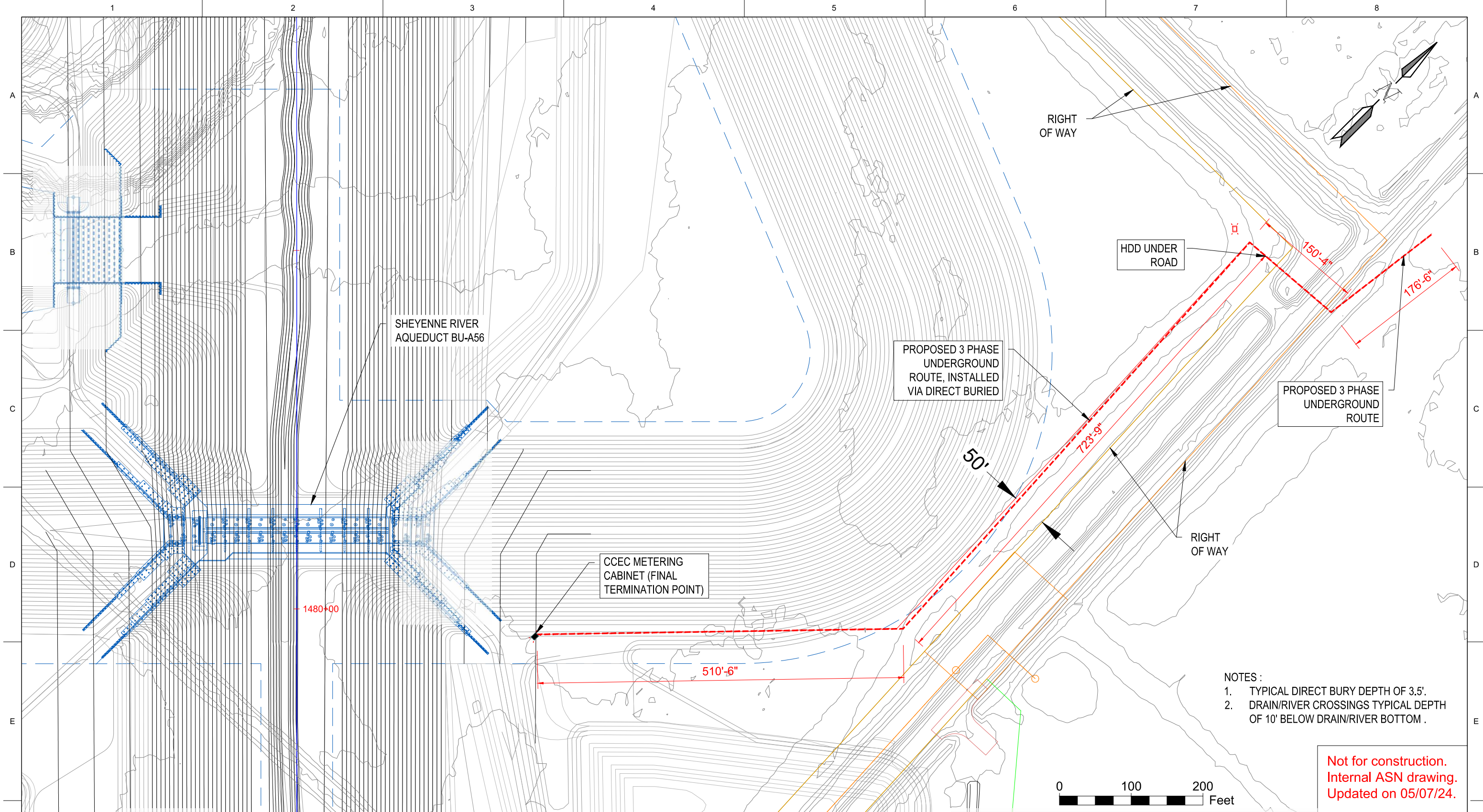
Legal Description of the License Property

Sheyenne River Aqueduct Electric Power Supply

For electric services to the Sheyenne River Aqueduct, Cass County Electric Cooperative will install by direct bury 3-phase electric conductors at a minimum depth of 42-inches in a northeasterly direction across the north $\frac{1}{2}$ of the SE $\frac{1}{4}$ in Section 25, Township 138N, Range R50W (OIN 1201) a distance of 510.5 feet; then in a northerly direction in the West 10 feet of the East 120 feet of the NE $\frac{1}{4}$ of Section 25, Township 138N, Range 50W (OIN 1187) a distance of approximately 724 feet, as more fully shown in Exhibit B on the following page. The conductors terminate at a metering cabinet east of the Sheyenne River Aqueduct, the exact location to be field verified.

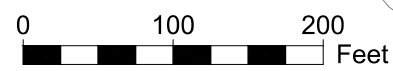
EXHIBIT B

Maps of the Utilities



- NOTES :
- 1. TYPICAL DIRECT BURY DEPTH OF 3.5'.
 - 2. DRAIN/RIVER CROSSINGS TYPICAL DEPTH OF 10' BELOW DRAIN/RIVER BOTTOM .

Not for construction.
Internal ASN drawing.
Updated on 05/07/24.



DOCUMENT PHASE:
NOT FOR CONSTRUCTION

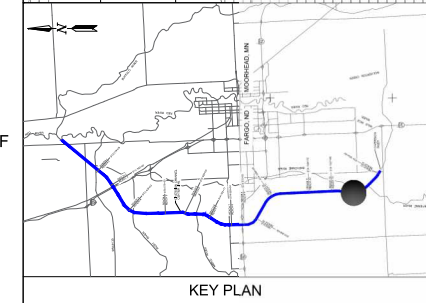


FARGO-MOORHEAD AREA DIVERSION PROJECT

DIVERSION CHANNEL COORDINATION DRAWING
SHEYENNE AQUEDUCT POWER ROUTING GENERAL ARRANGEMENT

DESIGNER	K. SANCHEZ		
CHECKER	O. GESTOSO		
APPROVER	-		
ENGINEER	-		
DESIGN MGR.			
LEAD FIRM P.M.			
ROLE	NAME	SIGNATURE	DATE
PROJECT No.: H366521	ISSUE DATE:		
CONSULTANT FILE No.:	CLIENTNO		

SCALE NTS OR AS NOTED	SHEET No. 3	REV
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DRAWING No.	DRAWING TITLE	No.	REVISIONS	BY	APVR	DATE
	REFERENCE DRAWINGS					

SUSERNAME\$
SDATES
SFILES

EXHIBIT C

Special Conditions

1. **Definitions.** The following definitions apply to the Special Conditions in this **Exhibit C**:
 - a. **“Controlled Low Strength Material (CLSM)”** means a self-consolidating, cementing material used primarily for backfill as an alternative to compacted soil backfill.
 - b. **“Design Exception”** means a deviation in design such that the design does not comply with the prevailing requirements.
 - c. **“Design Submittal”** means the design submittal described in this policy.
 - d. **“Diversion Channel Line of Protection”** means inflow design flood line of protection, and a levee constructed on the right EMB to provide protection from flooding.
 - e. **“Excavated Material Berm”** or **“EMB”** means a berm constructed from materials that have been excavated from within the License Property.
 - f. **“Low-Flow Channel or LFC”** means the low-flow channel constructed in the bottom section of the Diversion Channel from the diversion outlet to the diversion inlet structure with minimum low flow-rates of 720 cubic feet per second from the diversion outlet to the Rush River Inlet; 470 cubic feet per second from the Rush River inlet to the Maple River aqueduct; and flow rates determined by the P3 Developer from the Maple River aqueduct to the diversion inlet structure.
 - g. **“P3 Developer”** means Red River Valley Alliance, LLC, which entered into an agreement with the Metro Flood Diversion Authority to design, finance, build, operate, and maintain the SWDCAI.
 - h. **“Substantial Completion”** means the time at which the Work, or a specified portion of the Work, has progressed to the point where, in the opinion of Permittee, the Work is sufficiently complete, in accordance with the plans approved by the Cass County Joint Water Resource District and the Metro Flood Diversion Authority.
 - i. **“Storm Water Diversion Channel and Associated Infrastructure”** or **“SWDCAI”** means the diversion channel and associated infrastructure located on the North Dakota side of the Red River, which conveys flows of 20,000 cubic feet per second during a 100-Year Flood Event. The diversion channel is up to 300 feet wide, approximately 30 feet deep, 30 miles in length, with three railroad bridges, four two-lane interstate bridges, and up to 11 county highway bridges crossing the diversion channel and two aqueduct hydraulic structures to convey the normal flow of the Sheyenne and Maple Rivers over the diversion channel to preserve fish crossings, in addition to 10 local stormwater drain inlets.
 - j. **“Work”** means those elements of locating, installing, and constructing the Utilities within the License Property.

2. **Overhead Utility Technical Specifications.** Any overhead Utilities will comply with the following:
 - a. **Steel Infrastructure.** All of Permittee's transmission towers, poles, and other overhead utility support structures located on, through, under, across, and over the License Property must be constructed of steel.
 - b. **Diversion Channel Line of Protection.** None of Permittee's transmission towers, poles, or other overhead utility support structures will be located within 15 feet of the Diversion Channel Line of Protection.
 - c. **Guy Wire.** None of Permittee's guy wire may be placed within 15 feet of the Diversion Channel Line of Protection.
 - d. **Low-Flow Channel and SWDCAI.** None of Permittee's transmission towers, poles, or other overhead utility support structures will be installed, constructed, or located in the Low-Flow Channel or anywhere within the SWDCAI.
 - e. **NESC Requirements.** Permittee's Utilities will meet or exceed the minimum height requirements of the National Electric Safety Code ("NESC") for transmission line conductors above finished grade. Permittee will install, construct, locate, operate, and maintain the transmission lines in a manner that does not interfere with the Project, Project maintenance, or emergency operations.
3. **Underground Utility Technical Specifications.** Any underground Utilities will comply with the following:
 - a. **Diversion Channel, Levee, and Excavated Material Berm Crossings.**
 - i. **Depth.** Permittee will locate the top of the Utilities a minimum of 15 feet below the bottom of the Diversion Channel and the LFC and a minimum of 15 feet below the bottom of the lowest compacted fill layer for levees and the bottom of flood wall foundations.
 - ii. **Method of Construction.** Permittee will install the Utilities, including any component, by horizontal directional drilling under the Diversion Channel, levee, and embankments. For areas within the License Property outside the embankments, Permittee will use material excavated for Utilities placement as backfill above the pipe zone, and will compact backfill to a minimum of 95% of maximum dry density.
 - iii. **Horizontal Directional Drilling.** Permittee will comply with USACE Guidelines for installation of Utilities beneath USACE levees using horizontal directional drilling. Permittee will not install, construct, or locate any entry or exit locations (pits) within 50 feet of the Diversion Channel Line of Protection. Permittee will fill the annulus between the borehole and casing or pipe with drilling fluid or other acceptable material.
 - iv. **Geotechnical Calculations.** Permittee will prepare and submit calculations to the District and the Authority to demonstrate that each line

of the Utilities has adequate strength, flexibility, and slack to withstand the expected loading, rebound, and settlement beneath levees and other fills and that the selected depth accounts for rebound and settlement.

- b. Local Drainage Crossings.**
 - i. Method of Construction.** Permittee will install and construct the Utilities by directionally drilling or open cutting, unless otherwise directed by the District and the Authority. Permittee will not direct trench the Utilities using a plow-type installation process. Permittee will not install and construct the Utilities by jack and bore process. When utilizing an open cut, Permittee will backfill the bedding and pipe zone with Controlled Low Strength Material (“CLSM”) or Permittee’s standard bedding and pipe zone material. Permittee will first submit CLSM mix design and test batch results to the District and the Authority and will not proceed until those parties approve. Permittee will design, install, and construct CLSM for 50 to 150 psi, 28-day compressive strength. Permittee will use material excavated as backfill above the pipe zone. Permittee will compact backfill to a minimum 95% of maximum dry density. For directional drilling, Permittee will comply with the requirements for crossing the Diversion Channel.
 - ii. Depth.** Permittee will design, install, and construct the Utilities to the approved depth and will accommodate the following:
 - 1. stripping work areas of topsoil;
 - 2. heaving equipment loads;
 - 3. removal of Excavated Material Berms or EMBs in the future; and
 - 4. except as indicated otherwise, Permittee will construct the top of the Utilities a minimum of 3.5 feet below the stripped surface and drainage ditch inverts.
- 4. Jurisdictional Crossings.** Any Utilities crossing facilities or infrastructure owned by other jurisdictions will comply with the following:
 - a. Water Resource District Crossings.** Permittee will obtain a separate utility permit before the installation or construction of the Utilities or any components on, through, under, across, or over cross any facilities, infrastructure, or right of way owned by any other water resource district; Permittee must obtain approval from the applicable water resource district before Permittee commences any installation or construction of the Utilities or any component of the Utilities.
 - b. Cass County Highway Crossings.** Permittee will obtain a separate utility permit or other approval document from the Cass County Highway Department before the installation or construction of the Utilities or any components on, through,

under, across, or over cross any highway, road, facilities, infrastructure, or right of way owned by the Cass County Highway Department; Permittee must obtain approval from the Cass County Highway Department before Permittee commences any installation or construction of the Utilities or any component of the Utilities.

- c. **North Dakota Department of Transportation (“NDDOT”) Highway Crossings.** Permittee will obtain a separate utility permit or other approval document from NDDOT before the installation or construction of the Utilities or any components on, through, under, across, or over cross any highway, road, facilities, infrastructure, or right of way owned by NDDOT; Permittee must obtain approval from NDDOT before Permittee commences any installation or construction of the Utilities or any component of the Utilities.
 - d. **Burlington Northern Sante Fe Railroad (“BNSF”) Crossings.** Permittee will obtain a separate utility permit or other approval document from BNSF before the installation or construction of the Utilities or any components on, through, under, across, or over cross any tracks, facilities, infrastructure, or right of way owned by BNSF; Permittee must obtain approval from BNSF before Permittee commences any installation or construction of the Utilities or any component of the Utilities.
5. **Other Requirements.** The following requirements apply to all Utilities:
- a. **Grouting.** When Permittee utilizes horizontal directional drilling, Permittee will grout the annular space between the borehole and the casing with cementitious grout for 50 linear feet from the end of the casing or pipe at the entrance and exit pits. Permittee will inject grout into the annular space at multiple points around the circumference of the pipeline throughout this 50-foot length. Permittee will install baskets or other devices on the pipeline just beyond the 50-foot length to prevent the grout from flowing more deeply into the hole, but will completely fill the annular space between the basket and the ground surface. Permittee will limit grout pressure to the mud pressure used for the directional drill. Permittee will seal the annular space between the casing and conduits on each end, between the conduit and cable, with a non-porous expanding foam; rubber boots and expanding plugs are not acceptable. For spare conduits, Permittee will seal each end of the conduit.
 - b. **Non-Pressurized Dry Utilities.** Permittee will limit non-pressurized dry utilities buried under the Diversion Channel Line of Protection to those that can be installed inside a conduit or casing that is joined together continuously (welded, glued, or fused joints) and maintain sufficient strength to resist the tensile stresses imposed during pullback operations.
 - c. **Crossing Markers.** Permittee will install four color-coded fiberglass service line marker posts for underground Utilities at each crossing point, at the perimeter of the License Property and on the offset bench area (if any) between the Diversion Channel and the

EMB. In addition, Permittee will install one marker post immediately adjacent to each buried appurtenance within the License Property. Permittee's markers will be at least 72-inches long and 4-inches wide.

6. **Design Review and Approval Process.** Under Section 3 of the Permit, Permittee will not commence or permit any installation, construction, reconstruction, modification, relocation, or improvement of the Utilities, or any component of the Utilities, until the District and the Authority review and approve Permittee's design and construction plans and specifications. The design review and approval process will require the following:
 - a. **Proposals and Plans.** Permittee will submit a Design Submittal to the District, the Authority, and the P3 Developer for review.
 - i. **Design Submittal.** Permittee's Design Submittal will include a completed design for all Work, complete technical specifications, calculations verifying the design performance, geotechnical information, project test and survey data, and all other related design and engineering reports, studies, and analyses. In addition, the Design Submittal will include:
 1. plan and profile alignments;
 2. site plans for the location of the Utilities and all components, including proposed locations for line markers;
 3. submittals and testing referenced in the design guidelines for horizontal directional drilling; and
 4. a schedule with a detailed plan regarding construction commencement for each component, splicing, testing, and completion dates.
 - ii. **Submittal Review.** The District, the Authority, and the P3 Developer will review Permittee's Design Submittal; if Permittee's Design Submittal is insufficient or does not comply with the terms and specifications in this Permit, the District will notify Permittee and Permittee will submit an amended Design Submittal.
 - b. **Approval Required.** Permittee will not commence or permit any installation, construction, reconstruction, modification, relocation, or improvement of the Utilities, or any component of the Utilities, until the District and the Authority review and approve Permittee's Design Submittal. Neither the District nor the Authority will be liable to Permittee regarding or as a result of any approval of Permittee's Design Submittal, and will not serve as any representation or certification that Permittee's Utilities will be structurally sound or appropriate for Permittee's intended use, or that the Utilities will comply with applicable law; rather, any approval will simply indicate Permittee's Design Submittal meets the subjective standards of the District and the Authority.
 - c. **Other Approvals.** Under Section 15 of the Permit, Permittee, at Permittee's expense, is solely responsible for obtaining all other necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and

municipal governments, and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the Utilities, Permittee's entry upon or use of the License Property, or any of Permittee's other obligations under this Permit. Before commencing any Work, Permittee will demonstrate to the District and the Authority that Permittee has obtained all other applicable permits or approvals.

- d. **Final Signed Design Submittal.** Following approval of Permittee's Design Submittal by the District and the Authority, Permittee will sign and seal the contents of the Design Submittal as required by applicable law and will provide copies of the signed Design Submittal to the District and the Authority. In addition, Permittee will include a cover letter that will include written confirmation or certification of Permittee's compliance with the following requirements:
 - i. that Permittee has obtained all other applicable permits and approvals;
 - ii. that neither the District nor the Authority have approved or accepted any Design Exceptions or deviations or, if they have, then describing each Design Exception in detail;
 - iii. that the Design Submittal complies with this Permit; and
 - iv. that Permittee has paid all fees and made all reimbursements required under this Permit.
- e. **Adjustments to the Scope of Work.** The District and the Authority must first approve any changes, revisions, or modifications to the signed Design Submittal proposed by Permittee during installation or construction of the Utilities.
- f. **Inspections.** Under Section 14 of the Permit, the District may require inspection of the Work. Permittee will reimburse the District for inspection costs incurred by the District and the Authority within 60 days of notice from the District, in accordance with the terms of Section 14.
- g. **Final Inspection.** Permittee will provide the District with written notice of any anticipated Substantial Completion at least 15 business days prior to the anticipated date for Substantial Completion; the District and the Authority may conduct an additional inspection. If the District and the Authority conclude any of the Work is not in conformance with Permittee's signed Design Submittal or any approved material changes or modifications, Permittee will correct any nonconformance or deficiency
- h. **As-Built Drawings.** As required under Section 14 of the Permit, upon Permittee's completion of installation and construction of the Utilities, or upon completion of any reconstruction, modification, relocation, or improvement of the Utilities, Permittee will promptly notify the District. Within 60 days of Permittee's completion, Permittee will provide the District and the Authority with

as-built drawings of the Utilities; the drawings will define horizontal location and depth of each new conduit at 50-foot intervals, using the North American Datum of 1983 (NAD83) (NSRS2007), North Dakota State Plane Coordinate System, South Zone and the North American Vertical Datum of 1988 (NAVD88) (GEOID09).

7. **Permit Fees.** Permit Fees are waived for this Permit.
8. **Other Conditions.** The following additional conditions apply to Permittee's Utilities:
 - a. Permittee will not commence or permit any installation, construction, reconstruction, modification, relocation, or improvement of the Utilities, or any component of the Utilities, until the District and the Authority review and approve Permittee's Design Submittal.