CRITICAL DATA HOUSE

WILLISTON, ND CAMPUS

FEBRUARY 2025

PRELIMINARY PLANNING AND ZONING SUBMISSION

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PROJECT OVERVIEW

PROJECT NARRATIVE

The Critical Data House Williston, ND Campus known as “Fighting Pike” is envisioned to be a hyperscale Data Center campus to serve the growing national demands of data storage and processing nationwide. Williston ND is uniquely situated in an energy-rich environment which coupled with a beneficial climate creates an ideal location to support large scale data processing with a professional, safe, and mutually benefical solution to meet the nation’s energy and technological future.

The facility is proposed to include (7) seven individual structures ranging between 500,000sf to 275,000sf footprints depending on specific end-user needs. Each structure would be capable of supporting 65 megawatts of power load each. The structures would be located on the northern boundary of Williston, ND’s limits along the Highway 2 and 85 corridor. The campus would make use of an abandoned mixed-use development to create an attractive campus to set the aesthetic tone of the commercial corridor.

The economic impact of the project will be two-fold including an initial construction phase will sustain over years of the phased project as well stable high-paying technology careers for the long term maintenance and operations of the facilities. It is anticipated each structure could average 40-50 full time employees plus the ancillary service industries to maintain the major equipment of the facilities. Local training and education programs in conjuntion with the surrounding High Schools and Higher Education institutions would provide pathways for the community to grow.

It has been proven in multiple examples how Data Centers can live successfully within the fabric of communities, including directly adjacent to residential zoning. However, the proposed project provides substantial buffering from potential zoning that may create undesired impacts. Additionally the Critical Data House team is implementing best practices in visual buffering with landscaping and distancing, audible buffering and screening of on-site mechanical equipment, and site placement that will create an attractive campus for the large structures to live cohesively with the surrounding districts.

Critical Data House is excited for the opportunity that lays in front of Williston, ND to become a diference making hub for a new industry. Fighting Pike will set the new standard for projects like this in ND and beyond. Thank you for the cooperation so far, and we look forward to further developments.

STAKEHOLDERS

OWNERSHIP:
CHRIS HARDIN - CDH CEO
DALE HAUGEN - CDH

DESIGN/CONSTRUCTION:
JONATHAN OLSON - 4TH DIMENSION SURVEYING & CONSULTING
KYGER HILL - 3 FORKS SERVICES
NICK LIPPERT - JLG ARCHITECTS

CITY OF WILLISTON:
SHAWN WENKO - CITY OF WILLISTON ADMINISTRATOR
TORI SIEMIENIEWSKI - CITY OF WILLISTON COMMISSIONER
TATE CYMBALUK - CITY OF WILLISTON COMMISSIONER
ANNA NELSON - PROJECT MANAGER CITY OF WILLISTON ECONOMIC DEVELOPMENT
BILL GLEN - CITY OF WILLISTON PLANNING & ZONING COMMISSIONER
MARK SCHNEIDER - CITY OF WILLISTON DEVELOPMENT SERVICES
DAVID JUMA - CITY OF WILLISTON ENGINEER
KENT JARCIK - CITY OF WILLISTON PLANNER
JORDON EVERT - CITY OF WILLISTON ATTORNEY
SCOTT HARMSTEAD - PROJECT MANAGER CITY OF WILLISTON CONSULTANT, SRF

CITY OF WILLISTON MOU

CITY OF WILLISTON ECONOMIC DEVELOPMENT

MEMORANDUM OF UNDERSTANDING

CRITICAL DATA HOUSE, LLC

AND

THE CITY OF WILLISTON, THE CITY OF WILLISTON ECONOMIC DEVELOPMENT DEPARTMENT, AND THE STAKEHOLDER COMMITTEE

DATE: NOVEMBER 6, 2024

CITY OF WILLISTON ECONOMIC DEVELOPMENT

Under this memorandum of understanding (MOU), the City of Williston ("the City") and Critical Data House, LLC ("Critical Data House") agree to partner on the development of a data center campus, Project Fighting Pike Development ("Fighting Pike"), should the following terms and conditions be satisfactorily met by Critical Data House and the City of Williston.

Background & Stakeholders

After conducting independent research, Critical Data House approached the City, with the support of the North Dakota Department of Commerce, with interest in investing within the community by way of developing a data center. A series of meetings led to the establishment of stakeholders by the City to determine parameters, best practices, community stewardship, and action plans to define terms and conditions to guide the project forward with all interests and priorities in mind.

The City committee consists of the following stakeholders, active as of November 6, 2024.

NAME	ROLE
Shawn Wenko	City of Williston Administrator
Tori Siemieniewski	City of Williston Commissioner
Tate Cymbaluk	City of Williston Commissioner
Anna Nelson, Project Manager	City of Williston Economic Development
Bill Glen	City of Williston Planning & Zoning Commissioner
Mark Schneider	City of Williston Development Services
David Juma	City of Williston Engineer
Kent Jarcik	City of Williston Planner
Jordon Evert	City of Williston Attorney
Scott Harmstead, Project Manager	City of Williston Consultant, SRF

Critical Data House has an active purchase agreement (PA) in place for all lots and blocks within the Northstar Center subdivision which has yet to be fully executed by both parties.

Discussions among this committee resulted in the determination that the City has great interest in pursuing this endeavor but requires additional information from Critical Data House, as outlined below.

Terms and Conditions

The City shall begin the entitlement process of the Northstar subdivision land so long as the following terms and conditions are met by Critical Data House.

Prior to any expenditure of its resources, the City requests that Critical Data House submit the following documents for consideration of the required zone change:

a. Confirmation of a clean title to the entire property outlined in the PA
b. Copy of the "intent to service" letter from the electrical utility provider
c. Critical timeline schedule
d. Preliminary Site Plan and Plat
e. Environmental Assessment

After the aforementioned documents have been submitted to the City and the entitlement process has been initiated, Critical Data House should anticipate the following requests from the City:

a. To submit proper applications and pay corresponding fees
b. To provide a detailed project description, including but not limited to:
    i. Information/analysis on water and sewer usage requirements
    ii. Analysis of power consumption and availability by phase and build out
    iii. Design drawings assuring the City that this project is similar in style and quality to the facilities that were toured in Utah
    iv. Highway aesthetics/buffer proposal
    v. Traffic study meeting the DOT requirements
    vi. Subdivision plat to rearrange existing subdivision
    vii. Project narrative, including but not limited to:
        1. Status of governmental review and approval, such as those from the:
            A. North Dakota Public Service Commission (PSC)
            B. North Dakota Department of Environmental Quality (NDDEQ)
            C. Any other governmental agencies whose review/approval is necessitated to complete Fighting Pike
    viii. Grading and drainage plan
    ix. Title opinion
    x. Water/sewer plan
    xi. Street plan
    xii. Utilities plan
    xiii. Scaled site plan showing location of existing easements, well pad and gravel pit, etc.
    xiv. Generator specifications, operations plan for testing, and noise mitigation plan
c. To enlist a third-party consultant to conduct a noise study
d. To supply escrow funding to the City prior to contracting with one or more consultants, pursuant to City Ordinance 1132, section 10. The contactor(s) will work with the City to:
    i. Conduct a noise study analysis
    ii. Assist with amending and/or writing of relevant city ordinances and regulations
    iii. Assist with amending the City's existing comprehensive and transportation plans
        1. This will include but will not be limited to:
            A. Transportation plan impact evaluation
            B. Land use plan evaluation
                I. Compatibility with current and future land usage and designations
                II. Infrastructure, both existing and anticipated
                III. Alignment with other existing plans, goals, and objectives defined for the City and its future growth
            C. Standard subdivision Development Agreement (DA) regarding required public improvements
    iv. Assist with other items as requested by the City in direct support of Fighting Pike, to be discussed prior to contracting
    v. Assist with design and construction reviews
e. To participate in regular meetings and scheduled workshops with the City and its consultant(s) to ensure ongoing transparency and efficiency as both parties evaluate deliverables and timelines
f. To comply with all items required by city ordinances, both those that exist and those that may be added or amended due to consultant recommendations, including but not limited to funding for public improvements

g. To produce a signed waiver of non-protest

To ensure that the project is moving forward in a mutually beneficial manner, Critical Data House and the City should work together and produce a reciprocally agreeable Community Benefit Agreement (CBA).

Unless otherwise directed, all documents should be submitted to the City and SRF project managers by the dates listed in the master project schedule.

The City should anticipate requests from Critical Data House for the following:

a. The creation of a Planning and Zoning schedule that sets target dates for the following approvals for the Northstar Property:
    i. Zone change
    ii. Comprehensive Plan amendment and Transportation Plan amendment
    iii. Development Agreement amendment
        1. DA will include a Performance Bond and a Reclamation Bond
    iv. Community Benefit Analysis discussion
b. Reasonable redrafting or amendment to the Northstar Development Agreement
c. City support during discussions with the North Dakota Department of Transportation for ingress/egress access to/from Hwy 2/85
d. City support with public engagement during the design and construction phases of the project

Conclusion

The City committee is grateful for the effort Critical Data House has put into the Fighting Pike project to date. This type of development and investment in the Williston region is indicative of the tremendous opportunities that exist here for this emerging industry that is poised to help all parties thrive and grow. To ensure that opportunity is realized, The City wants to ensure it is in the best position possible to protect its residents and stakeholders while supporting the Fighting Pike development and its future tenants.

This MOU is sent with the understanding that further discussions will follow to delve into additional details, answer any questions, and determine next steps. This MOU, as well as the resolution of support from the Board of City Commissioners, shall serve as proof of the City's commitment to supporting the Fighting Pike development.

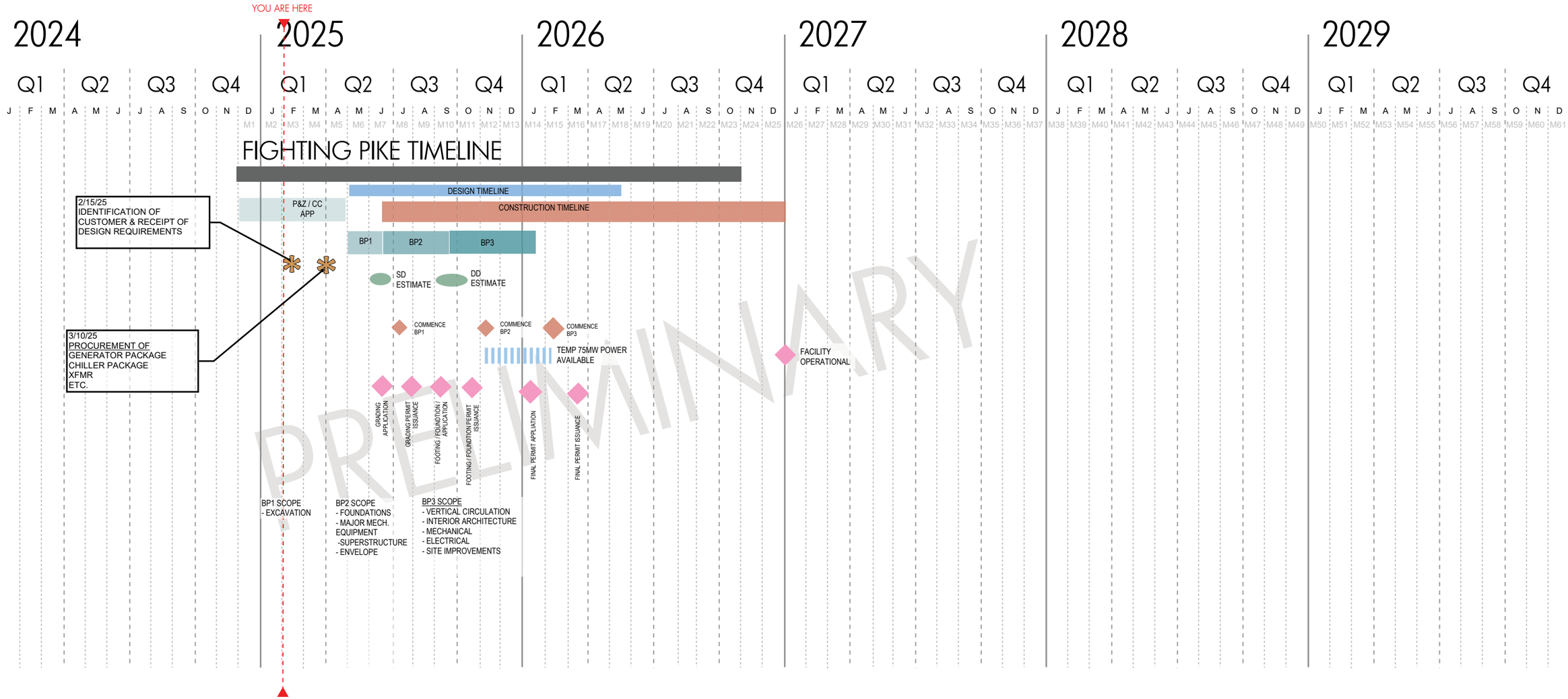
City of Williston Economic Development
Authorized Official: Shawn Wenko, City Administrator
Contact: Anna Nelson, Executive Director
113 4th Ave. E, Williston, ND 58801
(701) 577-8110

Signed_____ Date_____

Critical Data House, LLC
Authorized Official: Chris Hardin
3311 Whitefield Lane
McCall, ID 83638

Signed_____ Date_____

PROPOSED PROJECT SCHEDULE



CRITICAL DATA HOUSE PROJECT SCHEDULE

DATE: 12.3.24

TITLE COMMITMENT

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

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e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I-Requirements;
f. Schedule B, Part II-Exceptions; and
g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I-Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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TITLE COMMITMENT

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
e. The Company is not liable for the content of the Transaction Identification Data, if any.
f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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TITLE COMMITMENT

Old Republic National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	701 Title
Issuing Office:	5 4th St W, Williston, ND 58801
Issuing Office's ALTA® Registry ID:	
Loan ID No.:	
Commitment No.:	KP2440072
Issuing Office File No.:	KP2440072
Property Address:	Hwy 2 & 85, Williston, ND 58801

SCHEDULE A

1. Commitment Date: October 1, 2024 at 05:00 PM

2. Policy to be issued:

a. ALTA Owners Policy (09/01/2021)
Proposed Insured: Critical Data House, LLC, an Idaho limited liability co.
Proposed Amount of Insurance: $ 7,400,000.00
The estate or interest to be insured: Fee Simple

b. ALTA Loan Policy (09/01/2021)
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date, vested in: See Exhibits.

5. The Land is described as follows:

701 Title

By: _____
701 Title

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American Land Title Association **Commitment for Title Insurance (07-01-2021)**

Old Republic National Title Insurance Company

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. A Mortgage, Security Agreement, Assignment of Production and Proceeds, Financing Statement and Fixture Filing dated June 4, 2014, filed June 6, 2014, recorded as Document No. 787040, executed by Citation Northstar Center, LLC, to Fajibu Investments, LLC to secure a principal sum of $10,500,000.00. Thereafter modified by that Second Loan Modification Agreement dated May 25, 2017 and filed May 26, 2017, recorded as Document No. 835902. Thereafter modified by that Mortgage Spreader and Third Modification Agreement dated May 25, 2017 and recorded May 26, 2017 recorded as Document No. 835903.
6. A Mortgage and Security Agreement dated September 16, 2019, filed September 20, 2019, recorded as Document No. 865965, executed by Citation Northstar Center, LLC, to Leasecore Canada Corporation to secure a principal sum of $15,000,000.00 CAN.
7. A Construction/Mechanic's Lien dated August 8, 2021, recorded August 19, 2021 at 8:16 A.M. filed by Henry Hill Oil Services, LLC in the amount of $81,216.25, plus interest, recorded as Document No. 888079.
8. A Mortgage dated August 13, 2018, filed August 14, 2018, recorded as Document No. 851000, executed by Citation Northstar Center, LLC, to Michael R. Smith to secure a principal sum of $26,700.00.
9. A Mortgage dated March 1, 2017, filed April 27, 2017, recorded as Document No. 834709, executed by Citation Northstar Center, LLC, to Miller Equities, LLC to secure a principal sum of $481,250.00.
10. State Tax Lien filed January 12, 2021 against Citation Northstar Center, LLC, Filing # 21-000834066-8, in the amount of $339.65.
11. Recordable Conveyance of all undivided interest owners to Citation Northstar Center, LLC.
12. A Quit Claim Deed should be obtained from the individual owner's to YAM Capital, LLC. Several of the lots went through a foreclosure proceeding in Williams County, North Dakota, Case No. 53-2018-CV-00429. The foreclosure proceeding in that case named the Citation Northstar Center LLC (the Power of Attorney for all the individuals) and "And Any Persons In Possession" as Defendants. It was ultimately sold to the YAM Capital, LLC by means of the Order Confirming Sale, a Sheriff's Cert and Sheriff's Deed. As it relates to YAM Capital, LLC's ownership, it is not insurable as the individual owners of the lots in foreclosure were not named as a defendant, just their attorney in fact.

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TITLE COMMITMENT

SCHEDULE B
(Continued)

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements not recorded in the Public Records
5. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
6. Right of Way Plat filed by the North Dakota Department of Transportation on February 27, 2014, at 2:30 p.m., as Document No. 780723, indicating additional highway right of way located in the South Half of the Southeast Quarter of Section 14, as shown on the Plat.
7. Conveyance of a strip of land 40 feet wide along the East line of the Southeast Quarter of the Southeast Quarter of Section 14, to Williams County, North Dakota for highway purposes, dated December 2, 1929, and recorded December 3, 1929 at 11:01 a.m., in Book 76 Deeds, page 108, as Document No. 190501.
8. Conveyance of a strip of land 40 feet wide along the East line of the Northeast Quarter of Section 23, to Williams County, North Dakota for highway purposes, dated December 2, 1929, and recorded December 3, 1929 at 11:03 a.m., in Book 76 Deeds, page 110, as Document No. 190503.
9. Easement to Fidelity Gas Co., dated December 4, 1947, and recorded November 17, 1947 at 9:02 a.m., in Book 3 Misc., page 373, as Document No. 232559.
10. Receipt in the matter of the Condemnation of the East 150 feet of the South Half of the Northeast Quarter of Section 23, by the State of North Dakota for highway purposes filed May 5, 1955, at 2:42 p.m., as Document No. 273608.
11. Quit Claim Deed to the State of North Dakota for benefit of the State Highway Department relinquishing the right of ingress and egress from the South Half of the Northeast Quarter of Section 23 onto U.S. Highway No. 2, over and across a line 30 feet long centered at Station 393+14 on the westerly right of way as shown on the Plat, dated September 6, 1955 and recorded September 14, 1955 at 4:00 p.m., in Book 63 Misc., page 71, as Document No. 275174.

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SCHEDULE B
(Continued)

12. Quit Claim Deed to the State of North Dakota for benefit of the State Highway Department relinquishing the right of ingress and egress from the South Half of the Northeast Quarter of Section 23 onto U.S. Highway No. 2, over and across a line 30 feet long centered at Station 386+40 on the westerly right of way as shown on the Plat, dated September 6, 1955 and recorded September 14, 1955 at 4:03 p.m., in Book 63 Misc., page 77 as Document No. 275177.
13. Easement access purposes from the State of North Dakota for benefit of the State Highway Department, dated September 2, 1955, and record September 14, 1955 at 4:05 p.m., in Book 63 Misc., page 80, as Document No. 275179. This Easements grants an easement for ingress and egress from the South Half of the Northeast Quarter of Section 23 onto U.S. Highway No. 2, over and across a line 30 feet long centered at Station 389+00 on the westerly right of way as shown on the Plat.
14. Easement for access purposes State of North Dakota for benefit of the State Highway Department, dated September 2, 1955, recorded September 14, 1955 at 4:06 p.m., in Book 63, Misc., page 81, as Document No. 275180. This Easements grants an easement for ingress and egress from the South Half of the Northeast Quarter of Section 23 onto U.S. Highway No. 2, over and across a line 30 feet long centered at Station 392+14 on the westerly right of way as shown on the Plat.
15. Conveyance of a strip of land 40 feet wide along the East line of the Southeast Quarter of Section 23 to Williams County, North Dakota for highway purposes, dated October 5, 1929, and recorded November 8, 1929 at 1:39 p.m., in Book 76 Deeds, page 19, as Document No. 190246.
16. Electric Line Easement to Fidelity Gas Co., dated November 17, 1947, and recorded December 19, 1947 at 9:01 a.m., in Book 3 Misc., page 394, as Document No. 232720. This Easement was assigned to Montana Dakota Utilities Co., by a Deed and Assignment, dated December 18, 1948, and recorded March 2, 1949, at 3:40 p.m., as Document No. 235724.
17. Receipt in the matter of the Condemnation of the East 150 feet of the South Half of the Southeast Quarter of Section 14 for highway purposes, dated May 3, 1955 and recorded May 5, 1955 at 2:40 p.m. in Book 119 Deeds, page 245 as Document No. 273606.
18. Receipt in the matter of the Condemnation of the East 150 feet of the Northeast Quarter of the Northeast Quarter of Section 23 for highway purposes, dated May 3, 1955 and recorded May 5, 1955 at 2:40 p.m. in Book 119 Deeds, page 246 as Document No. 273607.
19. Receipt in the matter of the Condemnation of the East 150 feet of the Southeast Quarter of Section 23 for highway purposes dated May 3, 1955 and recorded May 5, 1955 at 2:40 p.m. in Book 119 Deeds, page 248 as Document No. 273609.
20. Receipt in the matter of Condemnation of parcels 9-1, 9-6 and 9-7, located in the Southeast Quarter of Section 14, as defined therein, for highway purposes, recorded May 6, 2014, at 9:51 a.m., as Document No. 785036.
21. Receipt in the matter of Condemnation of parcels 9-2 and 9-3, located in the Southeast Quarter of Section 14, as defined therein, for highway purposes, recorded May 6, 2014, at 9:51 a.m., as Document No. 785038.
22. Easement to Northwestern Bell Telephone Company, dated April 17, 1969 and recorded September 30, 1969 at 8:45 a.m., in Book 157 Misc., page 223 as Document No. 343387.
23. Right of Way Easement to Williams Rural Water Association dated July 1, 1977 and recorded July 11, 1977 at 4:21 p.m., in Book 208 Misc., page 604 as Document No. 380765.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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TITLE COMMITMENT

SCHEDULE B
(Continued)

24. Right of Way Easement to Williams Rural Water Association dated July 1, 1977 and recorded July 11, 1977 at 4:21 p.m., in Book 208 Misc., page 605 as Document No. 380766.
25. Right of Way Easement to Williams Rural Water Association dated July 1, 1977 and recorded July 11, 1977 at 4:21 p.m., in Book 208 Misc., page 606 as Document No. 380767.
26. Pipeline Easement to Montana-Dakota Utilities Co. dated September 7, 1978 and recorded October 20, 1978 at 1:36 p.m., in Book 233 Misc., page 295 as Document No. 395365.
27. Easement to Northwestern Bell Telephone Company dated October 10, 1979 and recorded August 19, 1980 at 3:38 p.m. in Book 269 Misc. page 301 as Document No. 417408.
28. Easement to Williams Electric Cooperative, Inc. dated March 27, 1980 and recorded February 17, 1981 at 11:35 a.m., in Book 278 Misc., page 228 as Document No. 422675.
29. All of the mineral estate underlying the premises has been reserved unto prior Grantor in Deed dated February 8, 1990 and recorded May 24, 1990 at 4:16 p.m., as Document No. 531473.
30. Easement to Williams County Highway Department dated June 12, 1967 and recorded September 27, 2000 at 10:08 a.m., as Document No. 593053. This roadway easement is located 60 feet south of and adjacent to the centerline of the road as existed along the north property line of the South Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 14.
31. Special Warranty Deed by Qwest Corporation (successor in interest to Northwestern Bell Telephone Company and US West Communications, Inc.) to Citizens Telecommunications Company of North Dakota dated October 31, 2000 and recorded November 28, 2000 at 9:40 a.m., as Document No. 593897. This Deed conveys a tract of land lying in the Southeast Quarter of the Northeast Quarter of Section 23, being described as the South 25 feet of the West 25 feet of the Southeast Quarter of the Northeast Quarter of Section 23, together with an easement over and across the North 15 feet of the entire Northeast Quarter of the Southeast Quarter of Section 23 for ingress and egress. Also please note that there is an Assignment and Assumption of Recorded easements from Citizens Telecommunications Company of North Dakota to Missouri Valley Communications, Inc. recorded August 19, 2003 at 9:39 a.m., as Document No. 607761, and an Assignment and Assumption of Recorded easements from Citizens Telecommunications Company of North Dakota to Missouri Valley Communications, Inc. recorded August 19, 2003 at 9:43 a.m., as Document No. 607762. There is also a Guarantor's Mortgage and Security Agreement executed by Missouri Valley Communications, Inc. to Rural Telephone Finance Cooperative dated February 27, 2013 and given to secure the payment of $8,333,333.00. This Guarantor's Mortgage and Security Agreement was recorded March 12, 2013 at 8:11 a.m., as Document No. 756155 and covers this 25 foot by 25 foot parcel. Please note we cannot find any evidence in the file where Northwestern Bell Telephone Company obtained title to this parcel, but notice should be made of this interest.
32. Right of Way Easement to Williams Rural Water Association dated October 29, 2003 and recorded March 17, 2005 at 10:43 a.m., as Document No. 622101.
33. Affidavit of Kenneth I. Heen dated July 13, 2010 and recorded July 23, 1010 at 10:24 a.m., as Document No. 692842, for the purpose to allow a Reserve Pit to be built and used for drilling the Smith Farm 23-14 #1-H by Brigham Oil and Gas, L.P., located in the Southwest Quarter of the Southeast Quarter of Section 23.
34. Pipeline Right of Way to Hiland Operating, LLC dated February 11, 2011 and recorded February 18, 2011 at 10:48 a.m., as Document No. 705976.

SCHEDULE B
(Continued)

35. Pipeline Right of Way to Hiland Operating, LLC dated February 11, 2011 and recorded February 25, 2011 at 11:01 a.m., as Document No. 706307.
36. Easement to Mountrail-Williams Electric Cooperative dated February 11, 2011 and recorded June 3, 2011 at 9:47 a.m., as Document No. 712395.
37. Memorandum of Right of Way Agreement between Bear Paw Energy, LLC and Kenneth I. Heen and Dianne M. Heen, husband and wife, dated June 16, 2011 and recorded July 28, 2011 at 1:46 p.m., as Document No. 715875.
38. Memorandum of Right of Way Agreement between Bear Paw Energy, LLC and Kenneth I. Heen and Dianne M. Heen, husband and wife, dated April 20, 2011 and recorded July 28, 2011 at 2:02 p.m., as Document No. 715892.
39. Conveyance to the State of North Dakota for the benefit of North Dakota Department of Transportation dated March 27, 2012 and recorded April 12, 2012 at 3:22 p.m., as Document No. 731915. This Deed conveys a 0.09 acre parcel as described therein for highway purposes.
40. Easement to Mountrail-Williams Electric Cooperative dated April 4, 2012 and recorded April 23, 2012 at 9:44 a.m., as Document No. 732694.
41. Easement to Mountrail-Williams Electric Cooperative dated April 4, 2012 and recorded April 23, 2012 at 9:44 a.m., as Document No. 732695
42. The terms conditions, and provisions of the Hazardous Substances Remediation and Indemnification Agreement dated June 4, 2014 and recorded June 6, 2014 at 12:29 p.m., as Document No. 787041.
43. Dedications, Public Spaces, and Easements as set forth in the Plat of Northstar Center Subdivision, as recorded May 1, 2015 as Document No. 805628, situated in the County of Williams and the State North Dakota.
44. Declaration of Covenants and Restrictions for Northstar Center, Williston, North Dakota, recorded November 13, 2015 as Document Nos. 815340-815358.
45. Declaration of Covenants, Conditions, Restrictions and Easements for Northstar Community dated February 20, 2015 and recorded May 1, 2015 at 2:25 p.m., as Document No. 805632 and Corrective Declaration of Covenants and Restrictions recorded December 30, 2015 as Document No. 817349 and Document No. 817350 which were recorded to clarify the legal descriptions.
46. Notice of Abandoned Reserve Pit giving notice an oil and gas well was drilled on the SW1/4SE1/4 of Section 23, Township 155 North, Range 101 West, recorded May 1, 2015 as Document No. 805627.
47. Water Pipeline Easement and Right of Way Agreement to RWS Holdings, LLC dated July 19, 2017 and recorded August 20, 2018 at 3:36 p.m. as Document No. 851248
48. The terms, conditions and provisions of the Developer's Agreement with the City of Williston, North Dakota dated April 20, 2015 and recorded May 1, 2015 at 2:25 p.m., as Document No. 805629.
49. The terms, conditions and provisions of the General Performance Lien dated April 20, 2015 and recorded May 1, 2015 at 2:25 p.m., as Document No. 805630.
50. The terms, conditions and provisions of the Non-protest Agreement concerning future improvements to be assessed to the property dated February 6, 2015 and recorded May 1, 2015 at 2:25 p.m., as Document No. 805631.

TITLE COMMITMENT

SCHEDULE B
(Continued)

51. Montana-Dakota Utilities Co. Pipeline and Regulator Station Easements by Owner, Northstar Center Subdivision, dated July 22, 2015 and recorded November 17, 2015 at 9:28 A.M. as Document No. 815509.
52. Montana-Dakota Utilities Co. Pipeline Easement by Owner, Northstar Center Subdivision, dated July 20, 2015 and recorded November 17, 2015 at 9:28 A.M. as Document No. 815508.
53. On the Northstar Center Subdivision Plat recorded as Document 805628, the following lots are dedicated as Parks: Lot 3-Block 1 (Park)- 32.918 Gross 31.503 Net Acres, Lot 4-Block 1 (Park Detention)- 3.442 Acres, Lot 5-Block 1 (Park Detention)- 8.0881 Acres, Lot 6-Block 1 (Park)- 3.948 Acres, Lot 10-Block 2 (Park)- 14.950 Acres, Lot 2-Block 6 (Park)- 14.067 Acres, Lot 1-Block 13 (Park)- 7.654 Acres, Lot 12-Block 13 (Park)- 9.509 Acres, Lot 2-Block 16 (Park)- 2.004 Acres, Lot 18-Block 16 (Park Detention)- 1.546 Acres, Lot 21-Block 16 (Park)- 2.231 Acres, Lot 1-Block 17 (Park)- 1.203 Acres, Lot 1-Block 18 (Park)- 12546 SF, and Lot 1-Block 19 (Park)- 1.206 Acre. The above-described lots are to be excluded from the record title owners' conveyance, or in the alternative, the plat should be vacated.

TITLE COMMITMENT

SCHEDULE A
COMMITMENT

1. Commitment Date: October 1, 2024 at 05:00 PM

2. Policy to be issued:

a. ALTA Owners Policy (09/01/2021)
Proposed Insured: Critical Data House, LLC, an Idaho limited liability co.
Proposed Amount of Insurance: $ 7,400,000.00
The estate or interest to be insured: Fee Simple

b. ALTA Loan Policy (09/01/2021)
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date, vested in: See Exhibits.

5. The Land is described as follows:

701 TITLE

701 Title

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By C Monroe President

Attest David Wold Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ORT Form 4757 A
Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021

Template File ND.FM.HUD.OR.CASH.PFT

ELECTRICAL NARRATIVE

ELECTRICAL NARRATIVE - CDH ELECTRICAL SUPPLY

Critical Data House, LLC

Bringing Commercial Utility Power to Fighting Pike.

In the heart of the oil fields in Western North Dakota, located within the City of Williston, on the northern edge, a new data center is rising, poised to become a critical hub for digital information and services. To ensure its seamless operation, the data center requires a robust and reliable power supply. This narrative outlines the journey of bringing commercial utility power to this state-of-the-art facility.

Powering and Design

The first step in this ambitious project was meticulous planning as to the understanding of the exact final goals of Fighting Pike so that the power engineers could collaborate to create a blueprint that would accommodate Fighting Pikes immense power needs. The design needs required large amounts of generation capacity to serve Fighting Pike with the existing resources available. The design includes redundant power systems, ensuring that Fighting Pike can maintain operations even in the event of extreme weather events, this is what power terminology refers to as N+1. **N** represents the number of components required to handle the full load under normal operating conditions. **+1** indicates that there is an additional, identical component available as a backup. This redundancy is crucial for maintaining the uptime and reliability that Fighting Pike expects for a modern data center.

Securing Approvals

With generation capacity in place from multiple fuel sources, the focus turned to securing the necessary approvals for the power to be deliver via existing high voltage transmission lines in the vicinity of Fighting Pikes project location. High Voltage Transmission service is regulated by a Regional Transmission Authority (RTO) which is responsible for the balancing of generation and load, plus the moving of power over a regional grid system. Multiple studies were performed by the Southwest Power Pool and the project team worked closely with their engineers to ensure that the power infrastructure could support Fighting Pikes demands without compromising the grids stability. The data center's location was strategically chosen to minimize the distance from existing power infrastructure, reducing transmission losses and enhancing efficiency.

Because of the Homeland Security Act, the High Voltage Bulk Electrical Grid is considered Critical Infrastructure, therefore I can only disclose that Fighting Pike will be served from a 345 KV Transmission line that will be split and routed to the Fighting Pike site, approximately 3 miles in length.

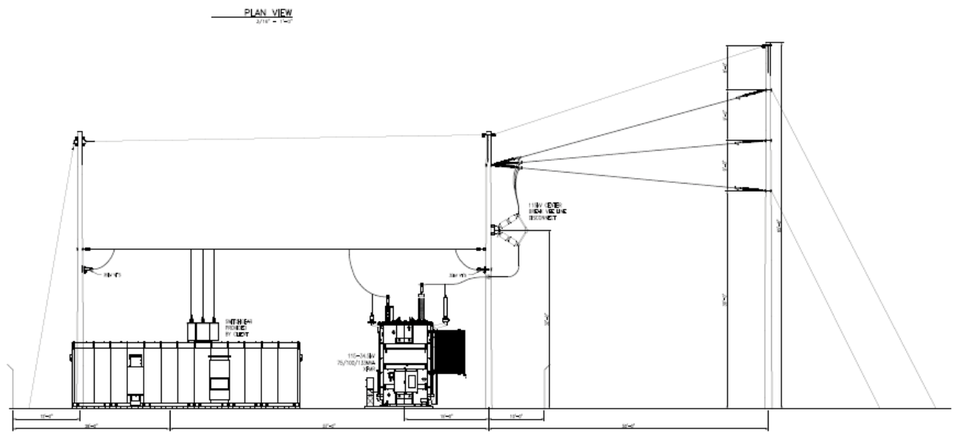
The transmission supply lines are greater than 115 KV, ND Public Service Commission has siting authority on the route to Fighting Pikes service location. Proposed corridors will be presented, along with all the environmental studies. This could take up to a year or longer to secure approvals.

Infrastructure Development

With Generation and power transmission interconnect rights approved, focus can now shift to infrastructure development. This phase involves the physical design for the project and for the construction of the power substation, installation of transformers and the entrance and exits of the 345 KV supply lines as well as the laying of the data centers feeder lines (34.5 KV) to each building.

Due to long lead times on equipment for permanent power as well as necessary approvals from regulatory bodies, it was decided by the Fighting Pike team to move forward on construction and serve the project temporarily from an alternate transmission system, 115 KV.

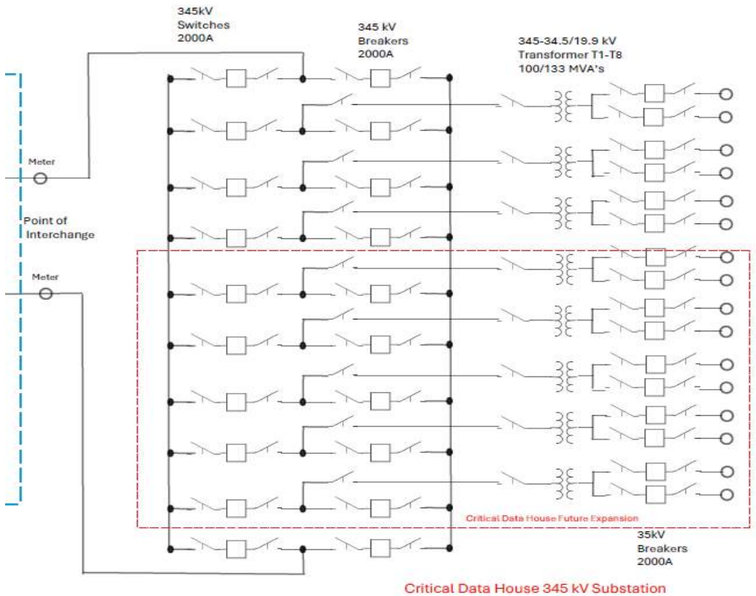
Service will be provided at the Point of Interconnection (POI) location to be on the south side of the projects site. MWEC will construct the temporary electrical facilities deemed necessary by MWEC on the Fighting Pikes property and will provide a temporary substation with 115-34.5kV 75/100/125MVA station power capacity to serve Fighting Pike (the "**Facilities**"). The Facilities will primarily include an electrical substation and transformer. The transmission line connecting MWEC's 115 kV transmission system with Fighting Pike will come from the MWEC facilities located adjacent and to the south of Fighting Pikes location. Construction of the permanent 345kV electrical facilities will be deemed necessary to serve future buildings beyond two.



Site to be 150 X 100 feet for temporary 115 KV to 34.5 KV substation.

ELECTRICAL NARRATIVE - CDH ELECTRICAL SUPPLY

For the 345KV permanent design substation solution to serve 8 buildings below is a basic one-line



Discussion will continue as to the design requirements for Fighting Pike and may change as costs are presented. In electrical terms the main 345 KV bus could change from a full dual breaker to a breaker and a half, or even a single breaker main bus protection scheme for their buildings. Each option has risk of loss of service to the Fighting Pike project due to equipment failure. If a lessor option is selected, then the land requirements would be lessened.

A typical two transformer 345 KV substation takes 11 acres.

For Fighting Pikes project with 34.5 KV secondary protection within substation boundaries it would not be unreasonable to require up to 75 acres of land for an eight-transformer build.

We have been conducting an initial assessment of Fighting Pikes property which involves evaluating the terrain and potential obstacles. Factors such as safety, accessibility and aesthetics are critical for this location as it is the entrance to our community of Williston. Additionally, consideration must be given for the incoming transmission lines that access can be obtained to the site.

Noise is also a concern because power transformers do produce a “transformer hum” which is a 60 Hz low-frequency hum. Transformer hum is not harmful, but we want to be mindful in minimize this noise through design improvements and soundproofing techniques such that it would not contribute to the data centers overall noise goal.

We will be working with Fighting Pikes engineers and architects to identify the most suitable locations for power lines, transformers, and other necessary equipment to minimize disruption to the property while ensuring optimal power delivery

Conclusion

Bringing commercial utility power to a large data center is a complex and multifaceted process. It requires careful planning, collaboration, and execution to ensure that the facility can meet its power demands while maintaining reliability and efficiency. This project at Fighting Pike stands as a testament to the power of innovation and teamwork in powering the future of digital infrastructure.

ELECTRICAL NARRATIVE - POWER USAGE

Critical Data House, LLC
Demand Purchases (kW)
600 MW Plan

Fighting Pike

12/11/2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2025								25	25	25	50	50	175
2026	100	250	1,000	20,000	30,000	40,000	50,000	55,000	60,000	60,000	62,000	62,000	440,350
2027	62,000	62,000	62,000	62,000	80,000	80,000	90,000	90,000	90,000	95,000	95,000	100,000	968,000
2028	130,000	130,000	140,000	150,000	160,000	160,000	175,000	175,000	185,000	185,000	190,000	190,000	1,970,000
2029	190,000	200,000	210,000	220,000	230,000	250,000	250,000	250,000	275,000	285,000	300,000	300,000	2,960,000
2030	300,000	325,000	335,000	345,000	355,000	365,000	375,000	385,000	400,000	425,000	425,000	425,000	4,460,000
2031	440,000	450,000	460,000	470,000	480,000	490,000	500,000	510,000	510,000	510,000	510,000	510,000	5,840,000
2032	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	6,120,000
2033	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	6,120,000
2034	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	6,120,000
2035	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	510,000	6,120,000

Building 1
Plus Building 2
Plus Building 3
Plus Building 4-5
Plus Building 6
Plus Building 7

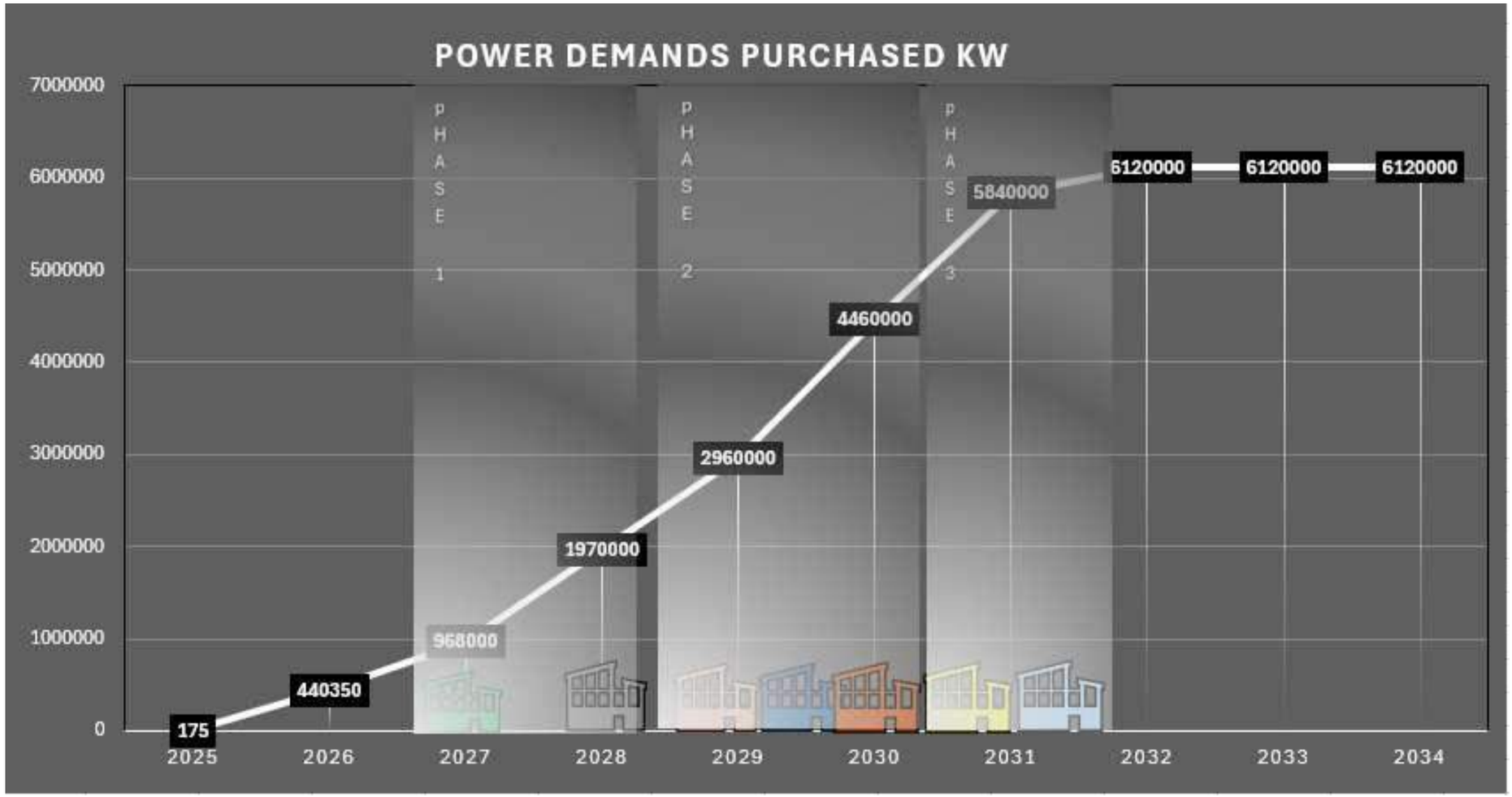
ELECTRICAL NARRATIVE - POWER USAGE

Critical Data House, LLC
Energy Purchases (Mwh)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2025	0	0	0	0	0	0	0	5	5	5	9	8	31
2026	19	42	186	3,600	16,740	21,600	27,900	30,690	32,400	33,480	33,480	34,596	234,733
2027	41,515	37,498	41,515	40,176	53,568	51,840	60,264	60,264	58,320	63,612	61,560	66,960	637,092
2028	87,048	78,624	93,744	97,200	107,136	103,680	117,180	117,180	119,880	123,876	123,120	127,224	1,295,892
2029	127,224	120,960	140,616	142,560	154,008	162,000	167,400	167,400	178,200	190,836	194,400	200,880	1,946,484
2030	200,880	196,560	224,316	223,560	237,708	236,520	251,100	257,796	259,200	284,580	275,400	284,580	2,932,200
2031	294,624	301,320	308,016	314,712	321,408	328,104	334,800	341,496	341,496	341,496	341,496	341,496	3,910,464
2032	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	4,097,952
2033	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	4,097,952
2034	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	4,097,952
2035	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	341,496	4,097,952

Building 1
Plus Building 2
Plus Building 3
Plus Building 4-5
Plus Building 6
Plus Building 7

ELECTRICAL NARRATIVE - POWER DEMANDS PURCHASED



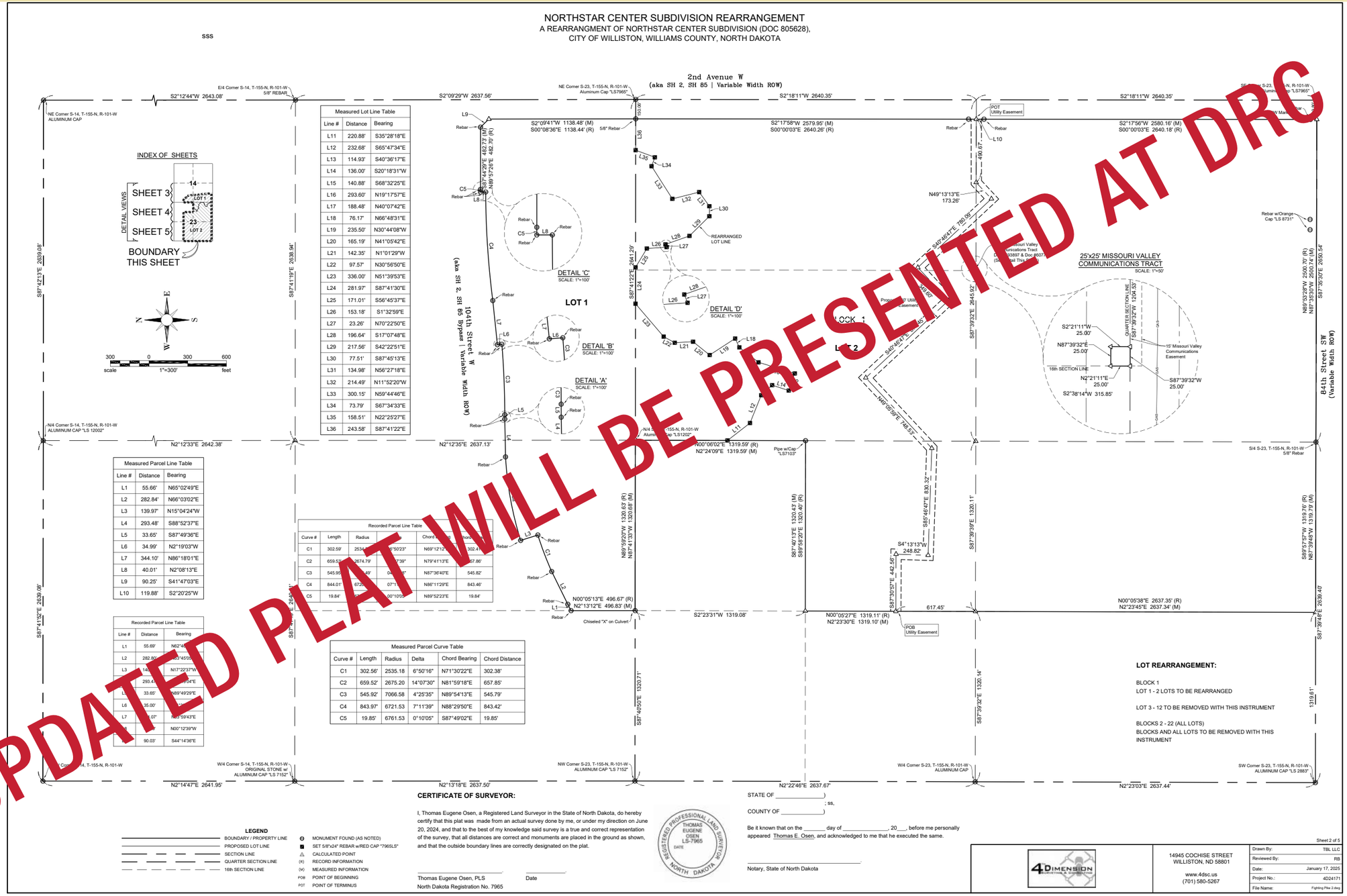
CRITICAL DATA HOUSE

PRELIMINARY PLAT

Refer to updated plat:
https://www.cityofwilliston.com/departments/planning_and_zoning/current_projects.php

PRELIMINARY PLAT

SEE APPENDIX FOR FULL DOCUMENTATION



PRELIMINARY UTILITIES

UTILITY NARRATIVE

4th Dimension Surveying & Consulting
www.4dsc.us (701)770-7293

DESIGN MEMO

To: City of Williston
Date: 12/19/2024
RE: Fighting Pike Proposed Utilities

This narrative will describe the preliminary utility design intended to serve the Fighting Pike development. The final design and routing may differ from the attached exhibits and narrative, as the internal layout of the site is still subject to some change. However, the general principals and connections to the City of Williston's infrastructure will remain the same.

Existing Utilities

Storm, sanitary, and water lines were partially installed as part of the Northstar Subdivision around 2014. These utilities were intended to serve a mixed-use development, including commercial and residential parcels. The majority of the installed infrastructure will not align with the proposed Fighting Pike site and will be removed. Water removals will include over 5,800 LF of watermain (8" and 12"), 15 hydrants, and over 40 gate valves. Hydrants and gate valves will be salvaged and reused if their condition is acceptable. Storm sewer removals will include over 6,700 LF of RCP (various sizes), 29 manholes, and 12 catch basins. The concrete pipe and catch basins will be salvage and reused if their condition is acceptable. Manholes will be reused if possible, however custom cast barrel sections will likely be unusable. Sanitary sewer removals will include close to 4,700 LF of pipe (8" and 12") and 23 manholes. Sections of manholes will be salvaged and reused if their condition is acceptable. Approximately 2,700 LF of curb and gutter will also be removed.

Connections to the City's infrastructure made as part of the Northstar subdivision will be used, including watermain and sanitary sewer connections at Energy Street and 56th St NW.

Proposed Water Utilities

The proposed water utilities for the site will consist of 8" lines interior to the site, and a 12" City owned/operated line crossing generally east to west across the property to serve future development west of the site. An additional 12" City owned/operated watermain will be extended under 56th St NW to the development's most western driveway. All other water utilities are intended to be owned and operated by the developer. Watermains will typically be located 12' from the road's centerline, and will follow 10 State Standards regarding separation from proposed sewer systems. Approximately 8,100 LF of water main will be installed as part of Phase 1, and a total 20,400 LF installed at full build out.

PRV's will be designed and installed with coordination from the City as needed.

4th Dimension Surveying & Consulting
www.4dsc.us (701)770-7293

Proposed Sanitary Sewer Utilities

The proposed sanitary sewer utilities for the site will consist of 8" lines interior to the site, and a 12" City owned/operated line crossing generally east to west across the property to serve future development west of the site. This 12" line will be designed in coordination with the City such that it will be at a depth capable of serving the City's long-term development and vision. An additional City owned/operated 12" sewer will be extended under 56th St NW to the development's most western driveway. All other sanitary utilities are intended to be owned and operated by the developer. Sanitary sewers will generally be located under the road's centerline, and will follow 10-State Standards regarding separation from waterlines, minimal acceptable grades, and maximum manhole spacing. Approximately 3,200 LF of sanitary sewer will be installed as part of Phase 1, and a total 11,700 LF installed at full build out.

Proposed Storm Sewer Utilities

The full site stormwater management plan (SWMP) is being developed for the site in coordination with the site grading plan. The proposed sizes and final locations of storm sewers may differ from what is currently shown. Full in-detail calculations and sizing will be available in the site SWMP. All storm sewer mains and stormwater ponds are intended to be owned and operated by the developer.

Please contact me with any questions or comments regarding utility design for the site.

Sincerely,

Jonathan D. Olson, PE
701-770-7293

4th Dimension Surveying & Consulting, Inc.
Professionally Licensed in ND & MT

EXISTING UTILITIES

LEGEND

- Proposed Property Boundary
- Proposed Road ROW (Private)
- Proposed Utility Easement (Private)
- Proposed Road Centerline
- Existing Water (To Remain)
- Existing Sanitary (To Remain)
- Existing Storm (To Remain)

0 100 200 400
(1" = 400')

CRITICAL DATA HOUSE

3 FORKS SERVICES
www.3forksservices.com
701-609-0138

4TH DIMENSION SURVEYING & CONSULTING
www.4dsc.us 701-580-5267

LOCATION
SECTION 23
TOWNSHIP 155N, RANGE 101W
WILLIAMS COUNTY, NORTH DAKOTA

REVISIONS

NO:	DESCRIPTION	DATE:

DRAFTED BY: JDO 10/13/2024

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

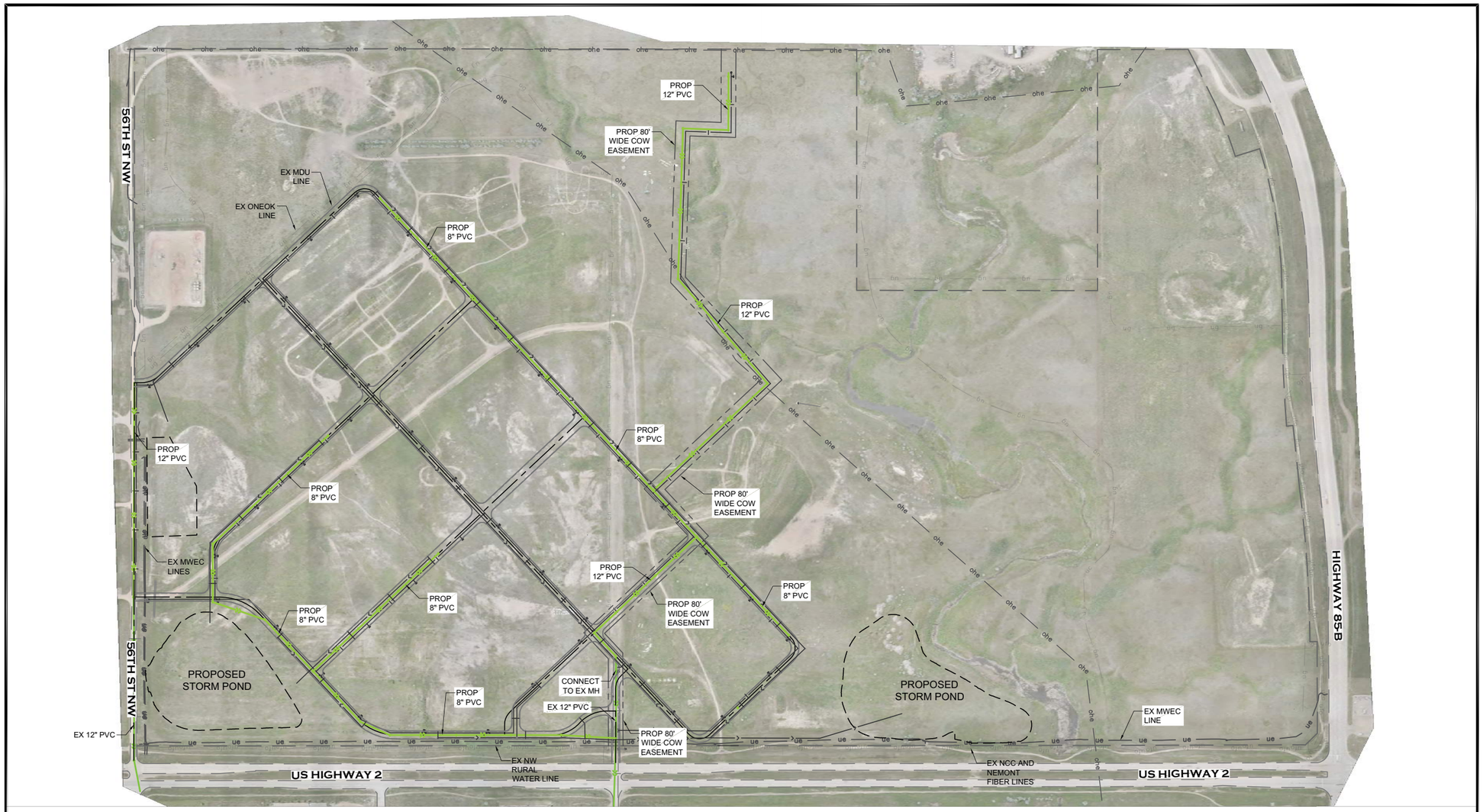
FIGHTING PIKE

EXISTING AS BUILT

SHEET 1

Plotted By: Jonathan Olson Date: 12/19/2024 12:24 PM DWG Name: C:\Users\jo\3F\Fighting Pike\CAD\Fighting Pike - As Built Topo.dwg

SANITARY OVERVIEW



LEGEND

- Proposed Property Boundary
- Proposed City of Williston Easement
- Proposed Road Centerline
- Existing Water (To Remain)
- Existing Sanitary (To Remain)
- Existing Storm (To Remain)
- Proposed Water
- Proposed Sanitary
- Proposed Storm

0 125 250 500
(1" = 500')

CRITICAL DATA HOUSE

3 FORKS SERVICES
www.3forksservices.com
701-609-0138

4TH DIMENSION SURVEYING & CONSULTING
www.4dsc.us 701-580-5267

LOCATION
SECTION 23
TOWNSHIP 155N, RANGE 101W
WILLIAMS COUNTY, NORTH DAKOTA

REVISIONS

NO:	DESCRIPTION	DATE:

DRAFTED BY: JDO 1/16/2025

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

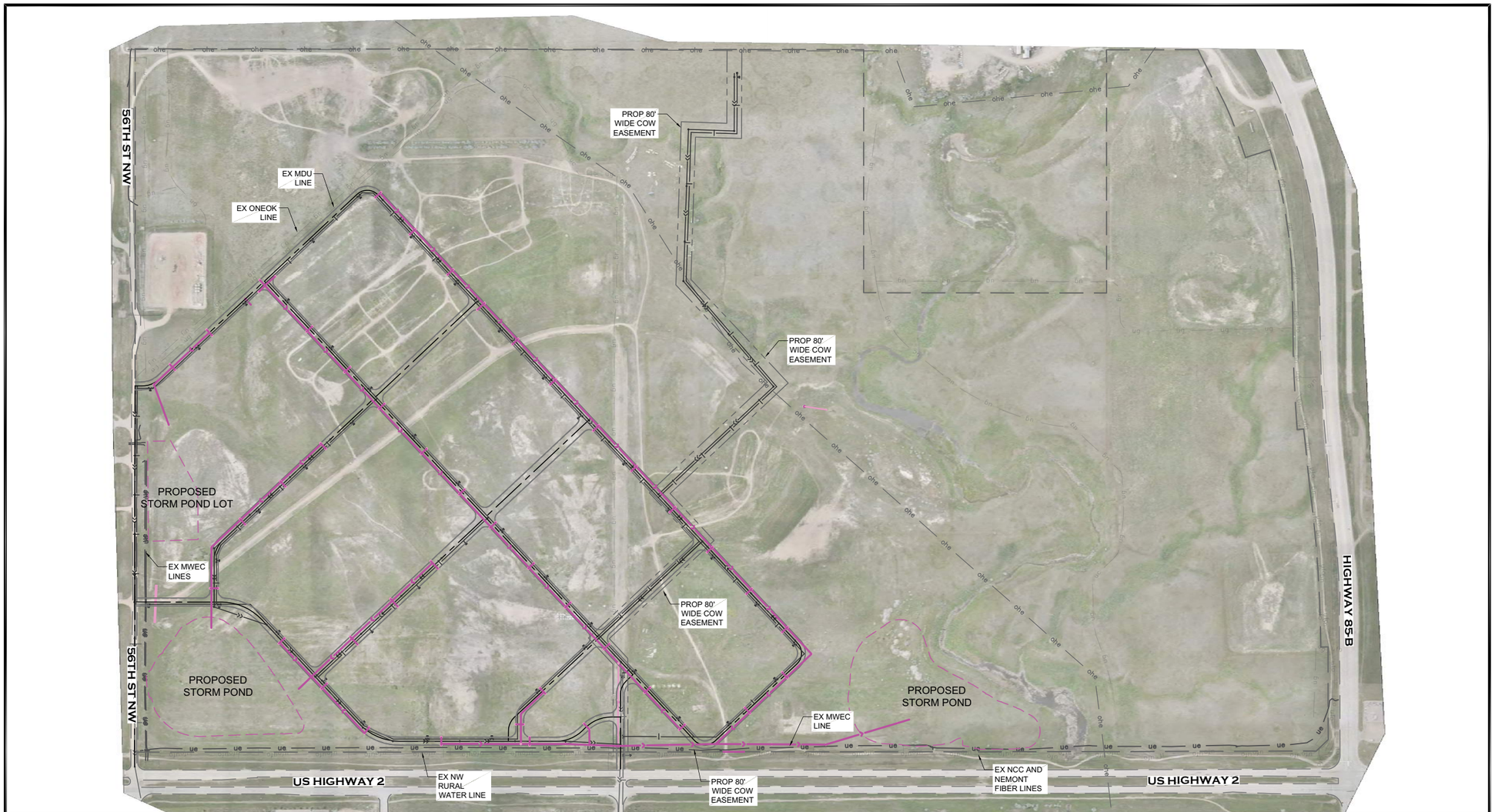
FIGHTING PIKE

SANITARY SEWER OVERVIEW

SHEET O1

Plotted By: Jonathan Olson Date: 1/16/2025 5:18 PM DWG Name: C:\Users\jo\3F\Fighting Pike\CAD\Fighting Pike - PROPOSED UTILITIES - 1.14.25.dwg

STORM OVERVIEW



LEGEND

- Proposed Property Boundary
- Proposed City of Williston Easement
- Proposed Road Centerline
- Existing Water (To Remain)
- Existing Sanitary (To Remain)
- Existing Storm (To Remain)
- Proposed Water
- Proposed Sanitary
- Proposed Storm

0 125 250 500
(1" = 500')

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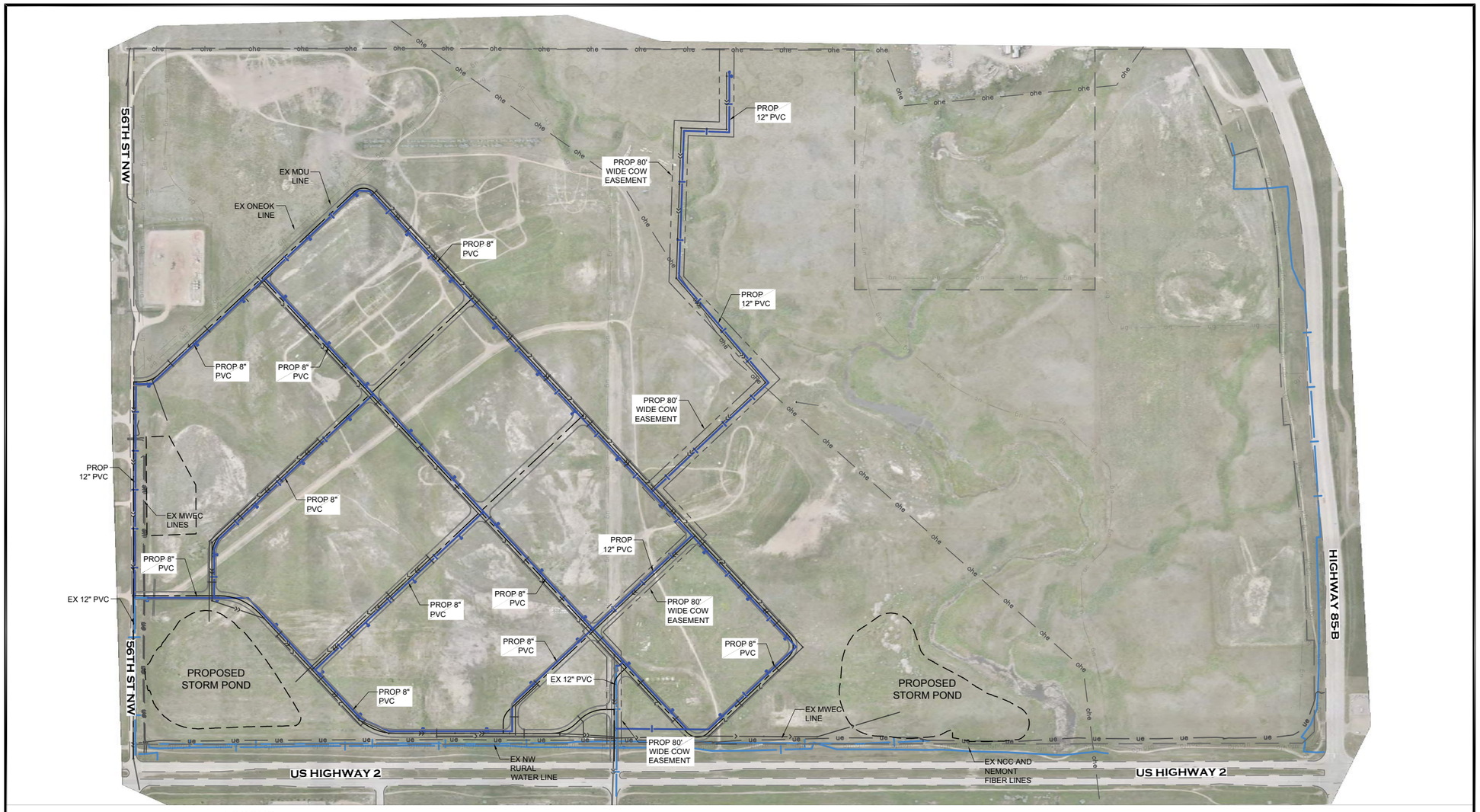
FIGHTING PIKE

STORM SEWER OVERVIEW

SHEET O3

Plotted By: Jonathan Olson Date: 1/16/2025 5:18 PM DWG Name: C:\Users\jo\3F\Fighting Pike\CAD\Fighting Pike - PROPOSED UTILITIES - 1.14.25.dwg

WATER OVERVIEW



LEGEND

- Proposed Property Boundary
- Proposed City of Williston Easement
- Proposed Road Centerline
- Existing Water (To Remain)
- Existing Sanitary (To Remain)
- Existing Storm (To Remain)
- Proposed Water
- Proposed Sanitary
- Proposed Storm

0 125 250 500

(1" = 500')

CRITICAL DATA HOUSE

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4TH DIMENSION SURVEYING & CONSULTING
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LOCATION
SECTION 23 TOWNSHIP 155N, RANGE 101W WILLIAMS COUNTY, NORTH DAKOTA

REVISIONS		
NO:	DESCRIPTION	DATE:

DRAFTED BY:	JDO	1/16/2025

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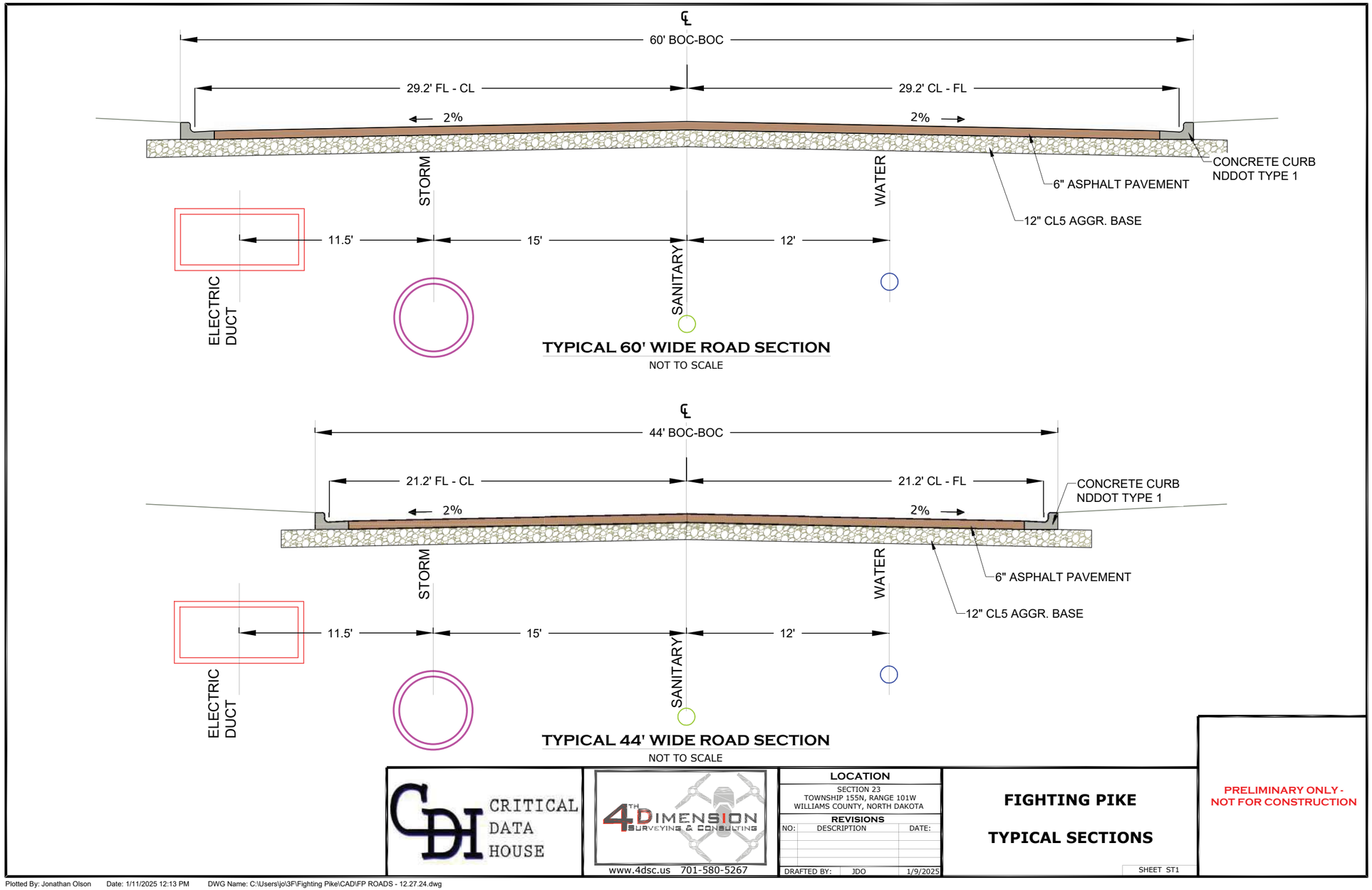
FIGHTING PIKE

WATER OVERVIEW

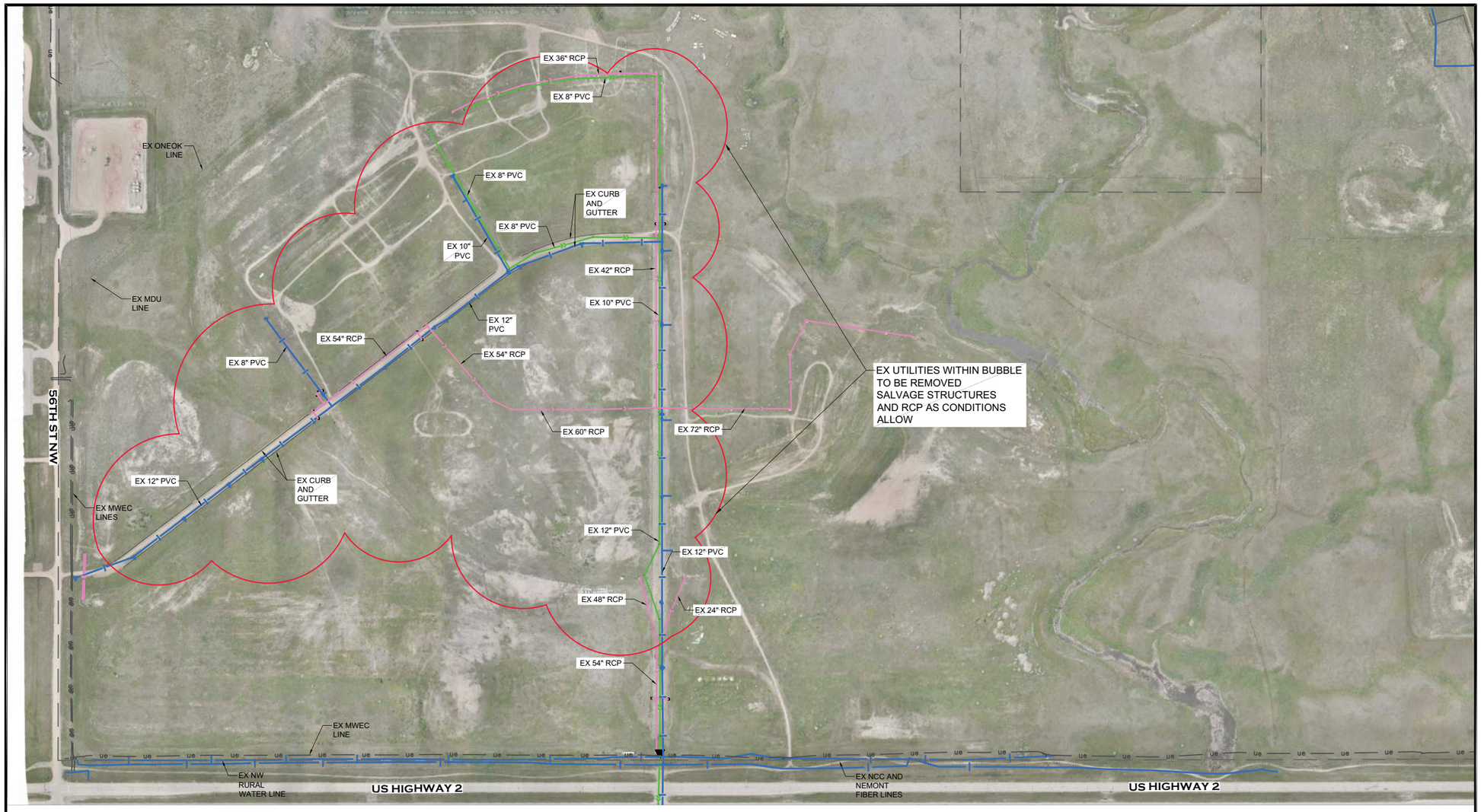
SHEET O2

Plotted By: Jonathan Olson Date: 1/16/2025 5:18 PM DWG Name: C:\Users\jo\3F\Fighting Pike\CAD\Fighting Pike - PROPOSED UTILITIES - 1.14.25.dwg

TYPICAL ROAD SECTION



REMOVAL OVERVIEW



LEGEND

- Proposed Property Boundary
- Existing Water
- Existing Sanitary
- Existing Storm

0 100 200 400

(1" = 400')

CRITICAL DATA HOUSE

3 FORKS SERVICES

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701-609-0138

4TH DIMENSION SURVEYING & CONSULTING

www.4dsc.us 701-580-5267

LOCATION

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WILLIAMS COUNTY, NORTH DAKOTA

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FIGHTING PIKE

REMOVAL OVERVIEW

SHEET 1

Plotted By: Jonathan Olson Date: 1/16/2025 5:52 PM DWG Name: C:\Users\jo\3F\Fighting Pike\CAD\Fighting Pike - As Built Topo.dwg

EXISTING TOPOGRAPHY

LEGEND

- Proposed Property Boundary
- Proposed Road Edge
- Existing 2' Contour
- Existing 10' Contour

0 100 200 400
(1" = 400')

CRITICAL DATA HOUSE

3 FORKS SERVICES
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701-609-0138

4TH DIMENSION SURVEYING & CONSULTING
www.4dsc.us 701-580-5267

LOCATION
SECTION 23
TOWNSHIP 155N, RANGE 101W
WILLIAMS COUNTY, NORTH DAKOTA

REVISIONS

NO:	DESCRIPTION	DATE:

DRAFTED BY: JDO 1/9/2025

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

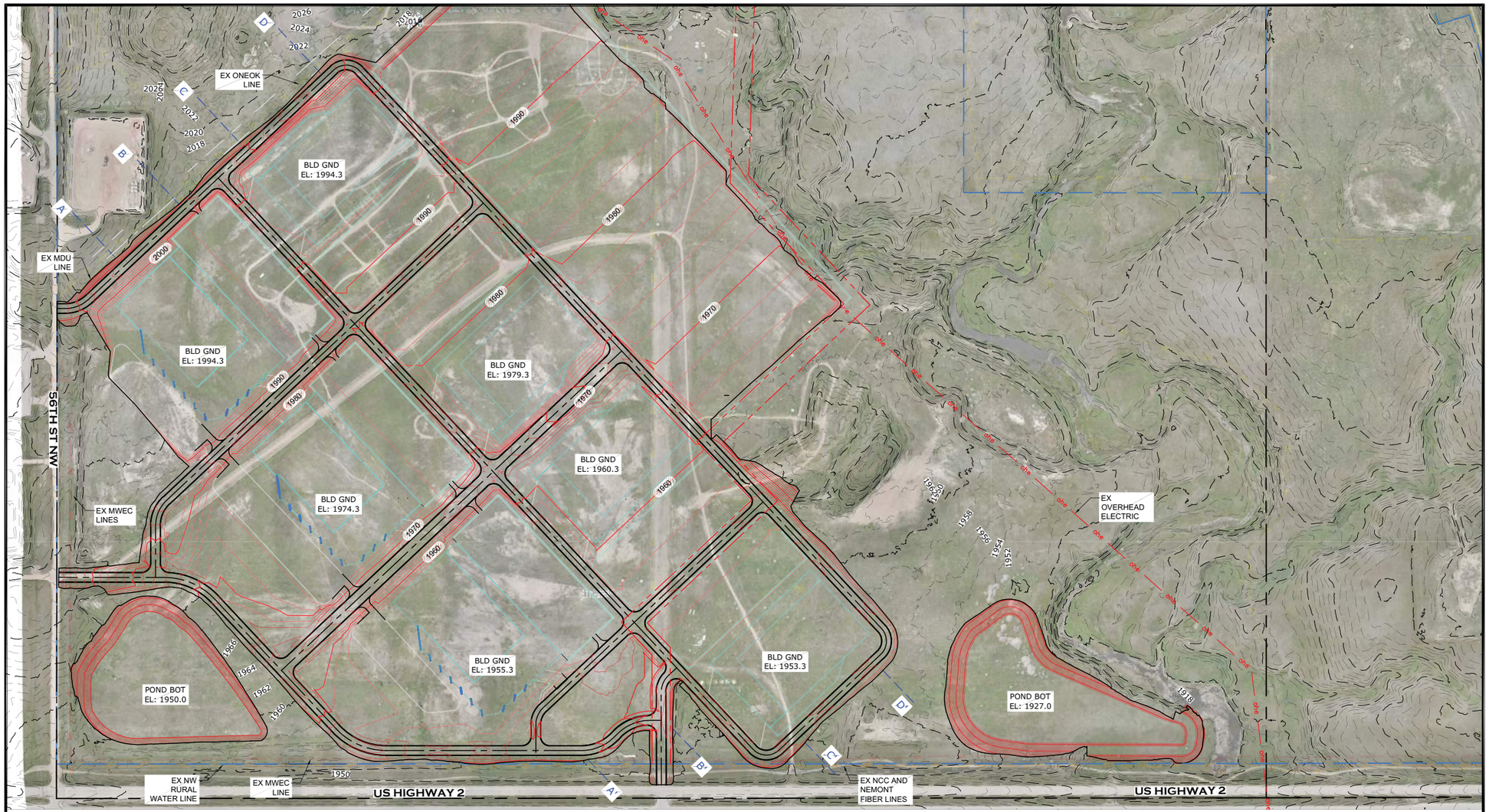
FIGHTING PIKE

EXISTING TOPOGRAPHY

SHEET 1

Plotted By: Jonathan Olson Date: 1/15/2025 9:17 PM DWG Name: C:\Users\jo\3F\Fighting Pike\CAD\Fighting Pike - PROPOSED UTILITIES - 1.14.25.dwg

PROPOSED GRADING



LEGEND

- Property Boundary
- Proposed COW Easement
- Proposed Road Edge
- Existing 2' Contour
- Existing 10' Contour
- Proposed 2' Contour
- Proposed 10' Contour
- 2100.0 Finish Grade

0 100 200 400
(1" = 400')

CRITICAL DATA HOUSE

3 FORKS SERVICES
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701-609-0138

4TH DIMENSION SURVEYING & CONSULTING
www.4dsc.us 701-580-5267

LOCATION
SECTION 23
TOWNSHIP 155N, RANGE 101W
WILLIAMS COUNTY, NORTH DAKOTA

REVISIONS

NO:	DESCRIPTION	DATE:

DRAFTED BY: JDO 1/15/2025

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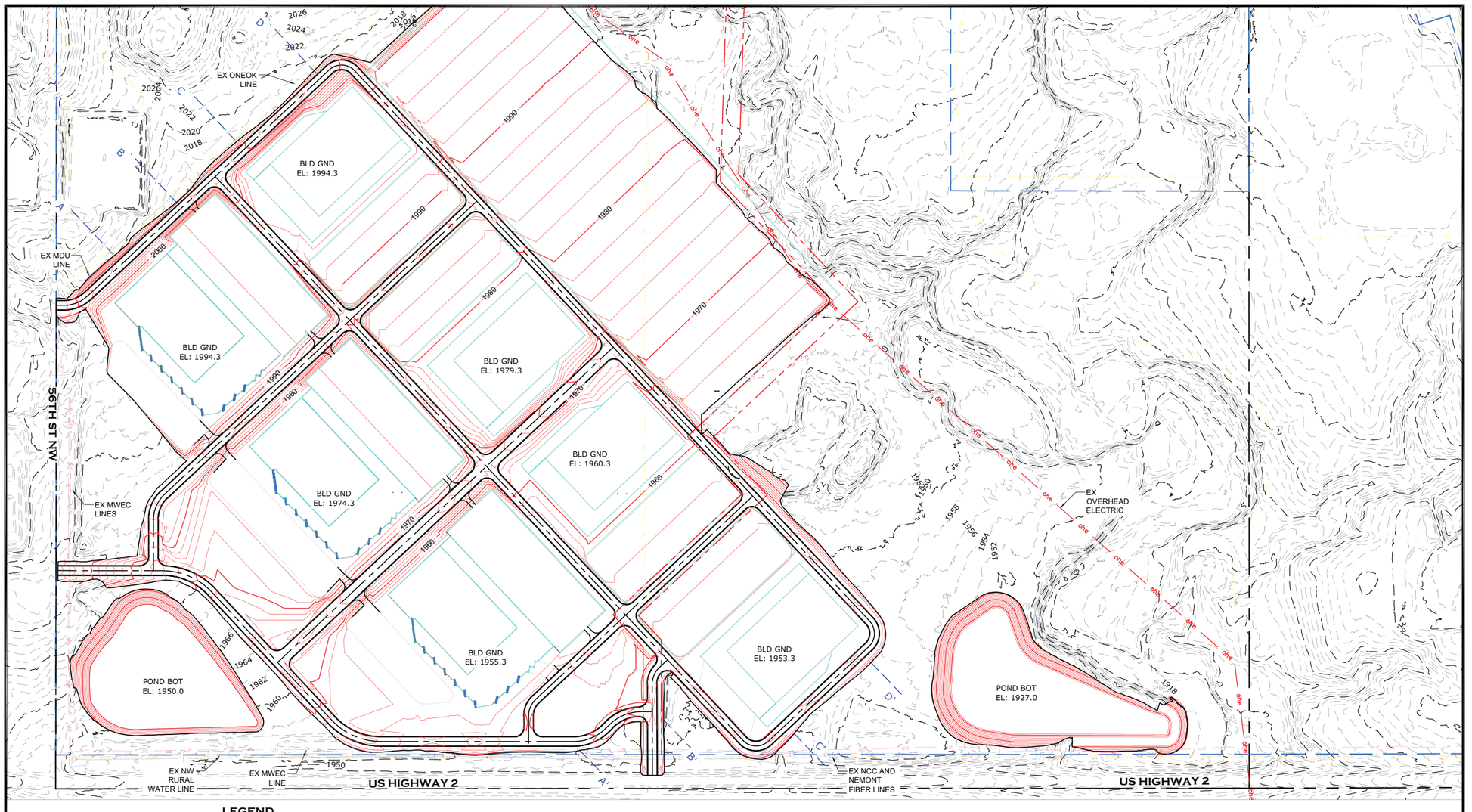
FIGHTING PIKE

PROPOSED GRADING

SHEET 2

Plotted By: Jonathan Olson Date: 1/15/2025 9:13 PM DWG Name: C:\Users\jo\3F\Fighting Pike\CAD\FP GRADING - 1.14.25.dwg

PROPOSED GRADING



LEGEND

- Property Boundary
- Proposed COW Easement
- Proposed Road Edge
- Existing 2' Contour
- Existing 10' Contour
- Proposed 2' Contour
- Proposed 10' Contour
- 2100.0 Finish Grade

0 100 200 400
(1" = 400')

CRITICAL DATA HOUSE

3 FORKS SERVICES
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701-609-0138

4TH DIMENSION SURVEYING & CONSULTING
www.4dsc.us 701-580-5267

LOCATION
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WILLIAMS COUNTY, NORTH DAKOTA

REVISIONS

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DRAFTED BY: JDO 1/15/2025

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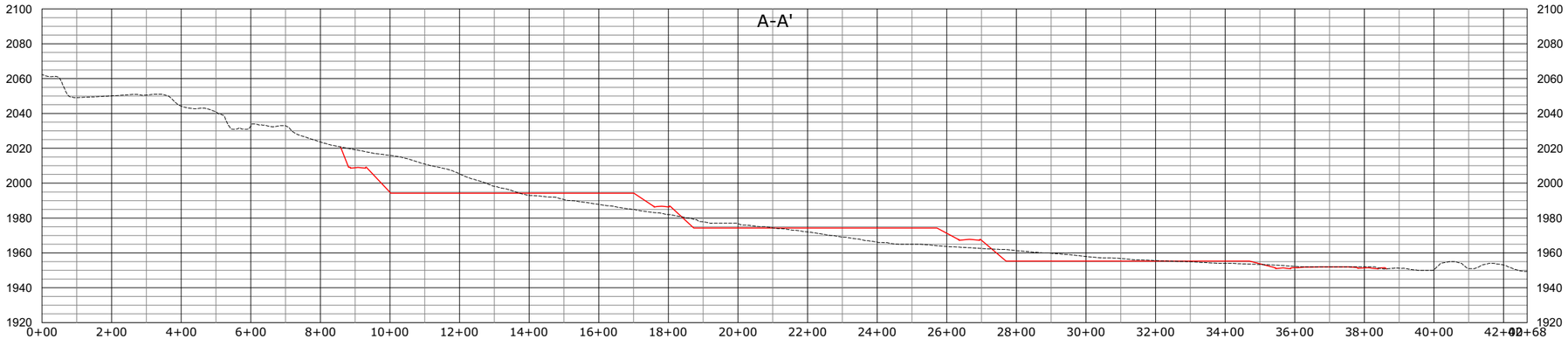
FIGHTING PIKE

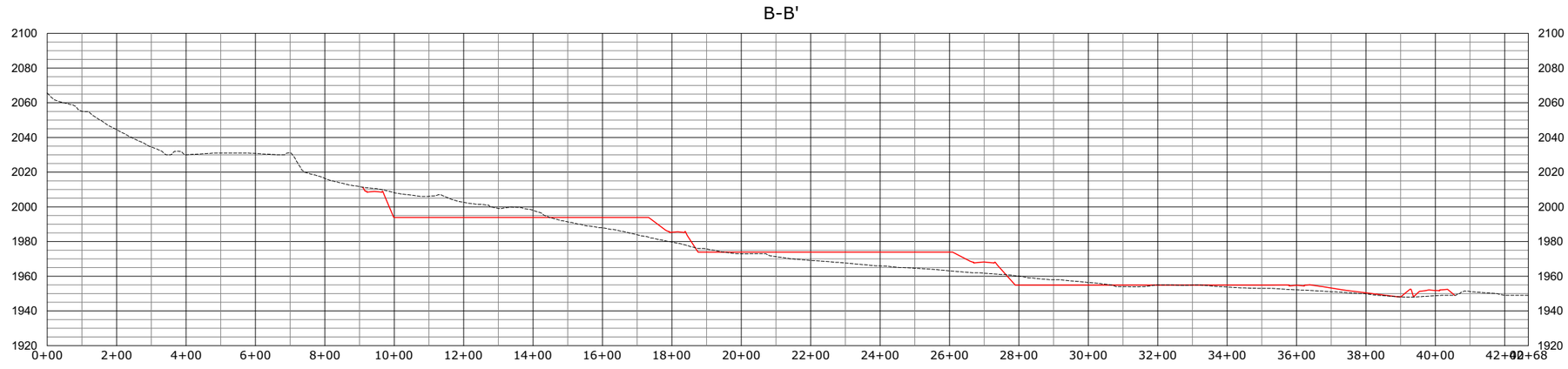
PROPOSED GRADING

SHEET 3

Plotted By: Jonathan Olson Date: 1/15/2025 7:46 PM DWG Name: C:\Users\jo\3F\Fighting Pike\CAD\FP GRADING - 1.14.25.dwg

GRADING: SITE CROSS SECTION





0 75 150 300
(1" = 300') HORIZ.

0
15
30
60
(1" = 60') VERT.

CRITICAL DATA HOUSE

3 FORKS SERVICES
www.3forksservices.com
701-609-0138

4TH DIMENSION SURVEYING & CONSULTING
www.4dsc.us 701-580-5267

LOCATION
SECTION 23
TOWNSHIP 155N, RANGE 101W
WILLIAMS COUNTY, NORTH DAKOTA

REVISIONS

NO:	DESCRIPTION	DATE:

DRAFTED BY: JDO 1/15/2025

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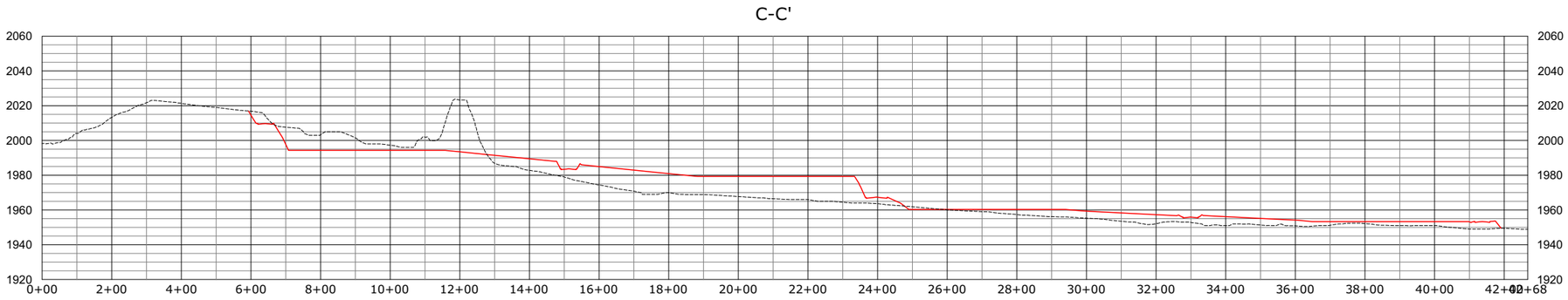
FIGHTING PIKE

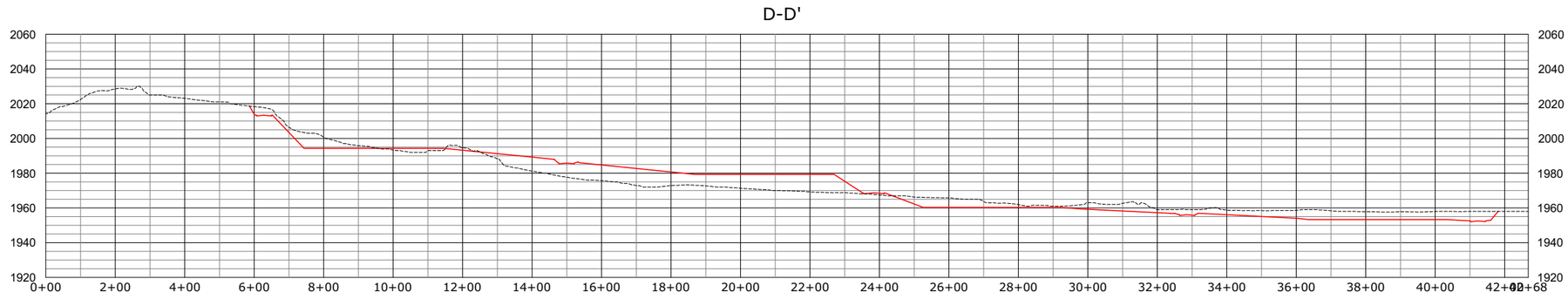
SITE CROSS SECTION

SHEET 4

Plotted By: Jonathan Olson Date: 1/15/2025 7:46 PM DWG Name: C:\Users\jo\3F\Fighting Pike\CAD\FP GRADING - 1.14.25.dwg

GRADING: SITE CROSS SECTION





0 75 150 300
(1" = 300') HORIZ.

0 15 30 60
(1" = 60') VERT.

CRITICAL DATA HOUSE

3 FORKS SERVICES
www.3forksservices.com
701-609-0138

4TH DIMENSION SURVEYING & CONSULTING
www.4dsc.us 701-580-5267

LOCATION
SECTION 23
TOWNSHIP 155N, RANGE 101W
WILLIAMS COUNTY, NORTH DAKOTA

REVISIONS

NO:	DESCRIPTION	DATE:

DRAFTED BY: JDO 1/15/2025

PRELIMINARY ONLY - NOT FOR CONSTRUCTION

FIGHTING PIKE

SITE CROSS SECTION

SHEET 5

Plotted By: Jonathan Olson Date: 1/15/2025 7:46 PM DWG Name: C:\Users\jo\3F\Fighting Pike\CAD\FP GRADING - 1.14.25.dwg

GENERATOR NARRATIVE

GENERATOR ENCLOSURE WITH SOUNDS MITIGATION

Each structure is anticipated to have an equipment yard. Each yard contains chillers, generators, UPS units, and appropriate supporting equipment. Each yard is anticipated to house 20-25 “packaged unit” generators to support each structure. In each enclosure, each generator will have 3 to 4 feet of clear space on all sides and above to ensure adequate ventilation and optimal safety with compliance to OSHA regulations. The enclosure will be constructed of acoustically rated insulated panels along with louvers for proper ventilation. Generators shall be placed no less than 5 feet apart in compliance with NFPA 37.

Fuel Tank:

A specialized sub-based fuel tank will provide secure and compliant fuel storage for the Cat® 3516E Diesel Generator Sets. Approximate sizing 240W x 398L x 50H. Double-walled construction provides an extra layer of protection negating spills and leaks ensuring environmental safety. Built to withstand the weight of the equipment they support, and the tanks meet flammability and combustibility standards. Future NDDEQ review and approval will be obtained.

Generator Operations plan for testing:

The end user’s testing strategy will ultimately be determined by the constomer’s requirements to satisfy redundancy requirements. Industry standard testing of each unit to ensure proper operations may take place every two weeks, 30 min to 60 min, one unit at a time. Testing to take place between the hours of 7am - 7pm. Other testing schedules could consist of test running each unit once a month, roughly running one per day on rotation. Testing operation will be determined by end the end user.

Enclosed is an example generator model commonly used for mission critical facilities. The Cat® 3516E units are 3000eKW, 2-Tier rated, accoustically muffled, and are readily servicable by local service centers. The final selection will be determined by the end user.

Cat® 3516E

High Power Density (HPD)
Diesel Generator Sets

Image shown may not reflect actual configuration

Bore – mm (in)	170 (6.69)
Stroke – mm (in)	215 (8.46)
Displacement – L (in³)	78.1 (4766)
Compression Ratio	13.9:1
Aspiration	TA
Fuel System	MEUI
Governor Type	ADEM™ A5

Standby 60 Hz ekW (kVA)	Mission Critical 60 Hz ekW (kVA)	Prime 60 Hz ekW (kVA)	Emissions Performance
3000 (3750)	3000 (3750)	2725 (3406)	U.S. EPA Certified for Emergency Stationary Applications (Tier 2)

Features

Cat® Diesel Engine
- Meets U.S. EPA Stationary Emergency Use Only (Tier 2) emissions standards
- Reliable performance proven in thousands of applications worldwide
- Certified alternative fuels including Hydrotreated Vegetable Oil (HVO), Renewable Diesel (RD) and Hydrotreated Renewable Diesel (HRD) which meet EN 15940 or ASTM D975 can be used or blended with EN 590 diesel

Generator Set Package
- Accepts 100% block load in one step
- Meets NFPA 110 loading requirements
- Conforms to ISO 8528-5 G3 load acceptance requirements
- Reliability verified through torsional vibration, fuel consumption, oil consumption, transient performance, and endurance testing

Alternators
- Superior motor starting capability minimizes need for oversizing generator
- Designed to match performance and output characteristics of Cat diesel engines

Cooling System
- Cooling systems available to operate in ambient temperatures up to 50°C (122°F)
- Tested to ensure proper generator set cooling

Cat Energy Control System (ECS)
- User-friendly interface and navigation
- Scalable system to meet a wide range of installation requirements
- Expansion modules and site specific programming for specific customer requirements
- Graphical touchscreen display
- Easily upgradeable

Warranty
- 24 months/1000-hour warranty for standby and mission critical ratings
- Extended service protection is available to provide extended coverage options

Worldwide Product Support
- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
- Your local Cat dealer provides extensive post-sale support, including maintenance and repair agreements

Financing
- Caterpillar offers an array of financial products to help you succeed through financial service excellence
- Options include loans, finance lease, operating lease, working capital, and revolving line of credit
- Contact your local Cat dealer for availability in your region

GENERATOR ENCLOSURE WITH SOUNDS MITIGATION

3516E Diesel Generator Sets
High Power Density (HPD)
Electric Power

CAT®

Standard and Optional Equipment

Engine

Air Cleaner
❑ Dual Element
❑ Service Indicator

Muffler
❑ Industrial grade (15 dB)
❑ Critical grade (25 dB)
❑ Hospital grade (35 dB)

Starting
❑ Standard batteries
❑ Oversized batteries
❑ Dual electric starting motors
❑ Air starter(s)
❑ Jacket water heater

Alternator

Output voltage
❑ 480V ❑ 12470V
❑ 600V ❑ 13200V
❑ 4160V ❑ 13800V

Temperature Rise (over 40°C ambient)
❑ 150°C
❑ 125°C/130°C

Winding type
❑ Random wound
❑ Form wound

Excitation
❑ Internal excitation (IE)
❑ Permanent magnet (PM)

Attachments
❑ Anti-condensation heater
❑ Stator and bearing temperature monitoring and protection

Power Termination

Type
❑ Bus bar
❑ Circuit breaker
❑ 5000A ❑ UL
❑ 3-pole ❑ 4-pole
❑ Manually operated
❑ Electrically operated

Trip Unit
❑ LSI ❑ LSI-G
❑ LSIG-P

Control System

Controller
❑ Cat ECS 100
❑ Cat ECS 200
❑ EMCP 4.4

Attachments
❑ Local annunciator module
❑ Remote annunciator module
❑ Expansion I/O module
❑ Remote monitoring software

Charging

❑ Battery charger – 10A
❑ Battery charger – 20A
❑ Battery charger – 35A

Vibration Isolators

❑ Spring
❑ Seismic rated

Cat Connect

Connectivity
❑ Ethernet
❑ Cellular

Extended Service Options

Terms
❑ 2 year (prime)
❑ 3 year
❑ 5 year
❑ 10 year

Coverage
❑ Silver
❑ Gold
❑ Platinum
❑ Platinum Plus

Ancillary Equipment

❑ Automatic transfer switch (ATS)
❑ Paralleling switchgear
❑ Paralleling controls

Certifications

❑ ULC 2200 Listed
❑ IBC seismic certification

Note: *Some options may not be available on all models. Certifications may not be available with all model configurations. Consult factory for availability.*

3516E Diesel Generator Sets
High Power Density (HPD)
Electric Power

CAT®

Package Performance

Performance	Standby		Mission Critical		Prime	
Engine Speed	1800 rpm		1800 rpm		1800 rpm	
Frequency	60 Hz		60 Hz		60 Hz	
Gen set power rating with fan	3000 ekW		3000 ekW		2725 ekW	
Gen set power rating with fan @ 0.8 power factor	3750 kVA		3750 kVA		3406 kVA	
Emissions	Tier 2 (EPA ESE)		Tier 2 (EPA ESE)		Tier 2 (EPA ESE)	
Performance number	EM4716-02		EM4718-02		EM4720-02	
Fuel Consumption						
100% load with fan – L/hr (gal/hr)	773.2	(204.3)	773.2	(204.3)	711.2	(187.9)
75% load with fan – L/hr (gal/hr)	624.2	(164.9)	624.2	(164.9)	581.6	(153.7)
50% load with fan – L/hr (gal/hr)	467.5	(123.5)	467.5	(123.5)	438.1	(115.7)
25% load with fan – L/hr (gal/hr)	246.4	(65.1)	246.4	(65.1)	229.2	(60.6)
Cooling System						
Radiator air flow restriction (system) – kPa (in. water)	0.12	(0.48)	0.12	(0.48)	0.12	(0.48)
Radiator air flow – m^3/min (cfm)	3476	(122753)	3476	(122753)	3476	(122753)
Engine coolant capacity – L (gal)	179.0	(47.3)	179.0	(47.3)	179.0	(47.3)
Radiator coolant capacity – L (gal)	255.0	(67.4)	255.0	(67.4)	255.0	(67.4)
Total coolant capacity – L (gal)	434.0	(114.7)	434.0	(114.7)	434.0	(114.7)
Inlet Air						
Combustion air inlet flow rate – m^3/min (cfm)	246.1	(8690.9)	246.1	(8690.9)	230.3	(8133.7)
Exhaust System						
Exhaust stack gas temperature – °C (°F)	483.3	(902.0)	483.3	(902.0)	484.5	(904.1)
Exhaust gas flow rate – m^3/min (cfm)	645.8	(22806.2)	645.8	(22806.2)	600.2	(21192.9)
Exhaust system backpressure (maximum allowable) – kPa (in. water)	7.0	(28.1)	7.0	(28.1)	7.0	(28.1)
Heat Rejection						
Heat rejection to jacket water – kW (Btu/min)	917	(52144)	917	(52144)	854	(48592)
Heat rejection to exhaust (total) – kW (Btu/min)	3091	(175769)	3091	(175769)	2875	(163492)
Heat rejection to aftercooler – kW (Btu/min)	944	(53683)	944	(53683)	827	(47047)
Heat rejection to atmosphere from engine – kW (Btu/min)	158	(8993)	158	(8993)	154	(8766)
Heat rejection from alternator – kW (Btu/min)	119	(6739)	119	(6739)	108	(6119)
Emissions* (Nominal) - Full Load						
NOx mg/Nm^3 (g/hp-h)	2610.4	(5.63)	2610.4	(5.63)	2311.6	(5.02)
CO mg/Nm^3 (g/hp-h)	305.9	(0.66)	305.9	(0.66)	404.8	(0.89)
HC mg/Nm^3 (g/hp-h)	17.4	(0.04)	17.4	(0.04)	15.0	(0.04)
PM mg/Nm^3 (g/hp-h)	17.6	(0.05)	17.6	(0.05)	22.6	(0.06)
Emissions* (Potential Site Variation) - Full Load						
NOx mg/Nm^3 (g/hp-h)	3132.5	(6.76)	3132.5	(6.76)	2773.9	(6.02)
CO mg/Nm^3 (g/hp-h)	550.6	(1.20)	550.6	(1.20)	728.7	(1.60)
HC mg/Nm^3 (g/hp-h)	23.1	(0.06)	23.1	(0.06)	19.9	(0.05)
PM mg/Nm^3 (g/hp-h)	24.6	(0.06)	24.6	(0.06)	31.6	(0.08)

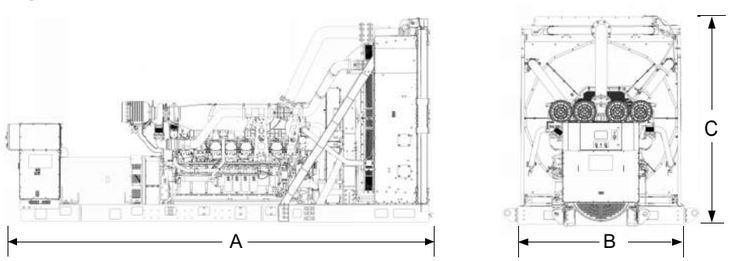
**mg/Nm^3 levels are corrected to 5% O_2. Contact your local Cat dealer for further information*

GENERATOR ENCLOSURE WITH SOUNDS MITIGATION

3516E Diesel Generator Sets
High Power Density (HPD)
Electric Power

CAT®

Weights and Dimensions



Rating ekW (kVA)	Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Dry Weight kg (lb)
3000 (3750)	7678 (302.3)	2874 (113.2)	3639 (143.3)	20 380 (44,930)

Note: *For reference only. Do not use for installation design.*
Contact your local Cat dealer for precise weights and dimensions.

Ratings Definitions

Standby
Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby rated ekW. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Mission Critical
Output available with varying load for the duration of the interruption of the normal source power. Average power output is 85% of the mission critical rated ekW. Typical peak demand up to 100% of rated ekW for up to 5% of the operating time. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Prime
Output available with varying load for an unlimited time. Average power output is 70% of the prime rated ekW. Typical peak demand is 100% of prime rated ekW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year.

Applicable Codes and Standards
AS 1359, ULC 2200 3rd edition, UL 489, UL 869A, IBC, IEC 60034-1, ISO 3046, ISO 8528, NEMA MG1-22, NEMA MG1-33, 2014/35/EU, 2006/42/EC, 2014/30/EU and facilitates compliance to NFPA 37, NFPA 70, NFPA 99, NFPA 110.

Note: Codes may not be available in all model configurations. Please consult your local Cat dealer for availability.

Data Center Applications
- All ratings Tier III/Tier IV compliant per Uptime Institute requirements.
- All ratings ANSI/TIA-942 compliant for Rated-1 through Rated-4 data centers.

Fuel Rates
Fuel consumption reported in accordance with ISO 3046-1, based on fuel oil of 35º API [16°C (60ºF)] gravity having an LHV of 42,780 kJ/kg (18,390 Btu/lb) when used at 15ºC (59ºF) and weighing 850 g/liter (7.0936 lbs/U.S. gal.) All fuel consumption values refer to rated engine power.

www.cat.com/electricpower

3516 PGJL
LEHE2570-05 (05/23)

GENERATOR NARRATIVE

Bill of Materials:

Item 1: CAT Generator Sets

New Caterpillar Model 3516 Data Center Standby Diesel Engine Driven Generator Set with the following attachments for outdoor application:

Ratings:
- 3000kW @ 480V, 3 Phase, 4 Wire, 60 Hertz at 1800 RPM

Certifications / Listings:
- US EPA Tier 2 Stationary Emergency Certified
- IBC Seismic Certified
- UL2200 Listed

Engine:
- CAT 3516 – 16 Cylinder, 1800 RPM
- Engine Oil – Initial Fill

Cooling System
- Unit Mounted Radiator, 50°C (122°F) Ambient Capability
- CAT Extended Life Coolant
- Jacket water heater arrangement, with thermostatic controls – Wired to electrical panel in genset enclosure.

Starting System:
- Two (2) Electric Starting Motors, 24VDC
- Battery Charging Alternator
- Two (2) Battery Sets, each consisting of four (4) CAT High Output 12VDC Lead Acid Batteries with rack and cables.
- Two (2) 20-amp Battery Chargers, NFPA 110. Mounted and Wired. 120VAC input required.
- Best Battery System (BBS)

Instrumentation & Controls
- Electronic governor, with solid state speed control board, +/- 0.25% steady state regulation.
- CAT EMCP 4.3 Genset Controller – Left Hand mounted
- Instrumentation: LCD Display with adjustable contrast and backlight with auto power off.
- AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAr (total & per phase); Power Factor (overall & per phase); kW hours; kVAr hours
- DC metering: Battery Volts; Engine Hours run; Engine Jacket Water Temperature (in °C or °F); Lube Oil Pressure (in psi, kPa or bar); Engine Speed (rpm); Crank attempt counter; Start counter
- Protection: Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed / Overspeed, Loss of Engine Speed Detection, Low / High battery voltage, Battery charger failure (if fitted), Under volts, Over volts, Under frequency, Over frequency, Overcurrent, 4 spare fault channels
- 20 Event fault log (name of event, engine hours at first occurrence of event, time stamp at first, occurrence, engine hours at latest occurrence of event, time stamp at latest occurrence, number, of occurrences of event)
- Controls: 2 LED status indicators (1 red shutdown, 1 amber warning), Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator, Lamp test key, Alarm acknowledge key, Menu navigation keys, Engine and AC metering shortcut keys, All control module keys have tactile feedback, Lock down emergency stop push button
- Other features Real time clock, Service interval counter

Generator (Alternator)
- Caterpillar, 6-wire, Brushless Alternator rated for 3000kW/3500kVA @ 125 Deg C Temp Rise / 40C Ambient
- Permanent Magnet Excitation for 300% over-current capability.
- 2/3 Pitch Windings in Main Stator
- Alternator Strip Heater to prevent condensation in the windings
- Caterpillar Integrated Voltage Regulator (CIVR).

Output Docking Station:
- 4000A, 3 Pole, 100% Rated, LSI, Output Circuit Breaker
- Cam-Loc Connections for a temporary load bank on the load side of the main output circuit breaker
- Cam-Loc Connections for a roll-up generator on the load side of the main output circuit breaker

Vibration Isolators:
- Vibration Isolators: Restrained Elastomeric Type

Exhaust System
- Critical Grade Exhaust Silencer mounted EXTERNALLY to the enclosure. The external silencer system allows for easier future addition of emissions controls equipment should it ever be required.

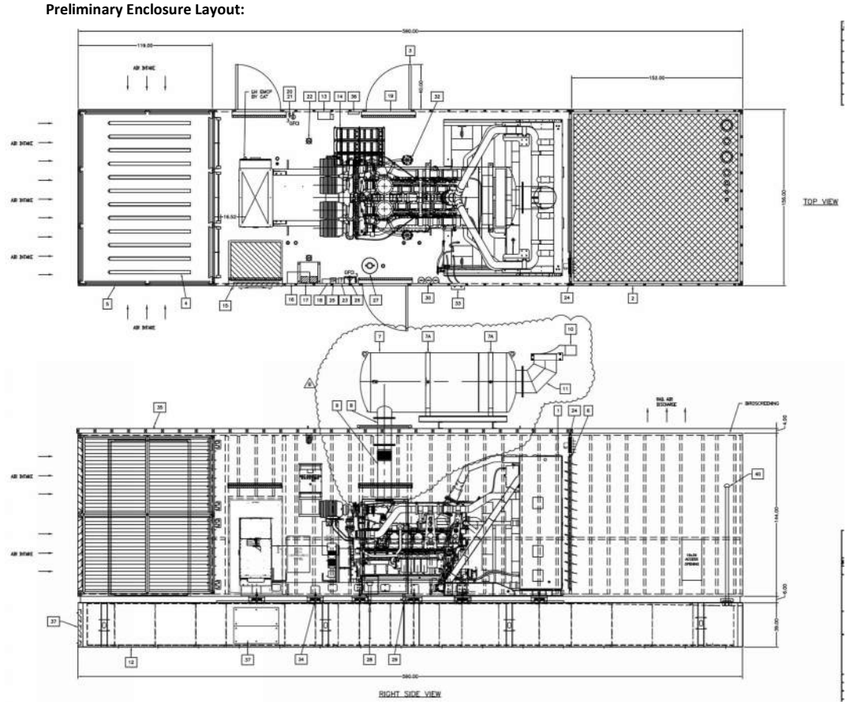
Engine Fuel System:
- Fuel Water Separator – Triple element type with water in fuel sensors.

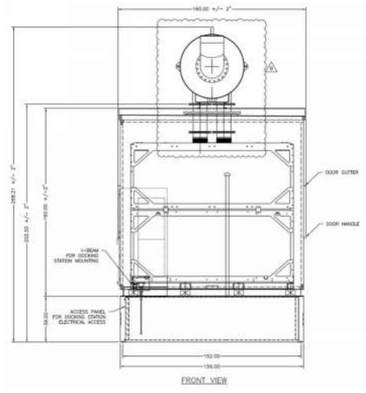
Fuel Tank:
- 5,000 gallon, 24 hour UL142 Listed tank base with standard factory controls.
- Fuel Cooler, integrated into engine mounted radiator
- Tank ports for Fuel Polishing. Automatic fuel polishing system NOT included.
- Mounting provisions for vibration isolators

Generator Set Enclosure
- Sound Attenuated (85dBA @ 23'), Weather Protective
- Aluminum construction with three (3) single access doors.
- Painted standard alkyd enamel finish, color is grey.
- 150 MPH wind load rating.
- Air Intake: Horizontal intake plenum with motorized dampers (spring open – power to close)
- Air Exhaust: Vertical discharge plenum with gravity dampers
- Enclosure exhaust fan with thermostatic control
- Coolant & oil drains extended through base channel with valves.
- Estimated Overall Dimensions: 590"L x 156"W x 269"H
- Electrical Package:
  - (1) 480V:208V (or 416V:208V) transformer with disconnect switch
  - (1) 208/120VAC 3-phase, 4-wire NEMA 1 panelboard
  - (4) LED Interior lights with (2) 3-way switches by entry doors
  - (2) duplex GFI receptacles
  - (2) 120VAC exterior light with photocell

GENERATOR NARRATIVE

Preliminary Enclosure Layout:





PRELIMINARY WATER USAGE

PRELIMINARY WATER USAGE NARRATIVE

As each building is constructed a onetime fill of approximately two million gallons of water is anticipated to load a closed loop system. An added 2.3 million gallons will be used per year for building systems such as sinks, kitchens, restrooms, and irrigation. The yearly preliminary number also factors in a humidification system for the data halls, this system would run roughly six months out of the year. Operator will contact the City Engineering Department at least 5 business days prior to the requested date to schedule a date to perform filling operations for their system. Volumes needed shall be relayed to the City Engineer with the scheduling request. Once the request is received, the City Engineer shall analyze the current and scheduled system and operational demands and establish a date and maximum flow rate for the filling operation. Customer will monitor flow rates with instrumentation and must provide a point of contact for the city. If system demand for domestic use dictates the industrial use to cease, the City Engineer, or his representative, will contact the customer's designee who shall immediately cease filling operations upon notice, and may not resume until directed by the City Engineer. There should not be a situation where the filling or maintenance of these systems will greatly deplete the city's infrastructure capacity.

PER BUILDING:

2M - Gallons Initial Fill of Closed Loop System

YEARLY WATER USAGE PER BUILDING:

HUMIDIFICATION SYSTEMS IN THE DATA HALLS:

6000 gal/kw x 75 kw = 450,000 gal /12 months = 37,500 gal x 6 months = 1,225,000 gal/year

BUILDING SYSTEMS:

3000 gal x 365 =1,095,000 gal/year

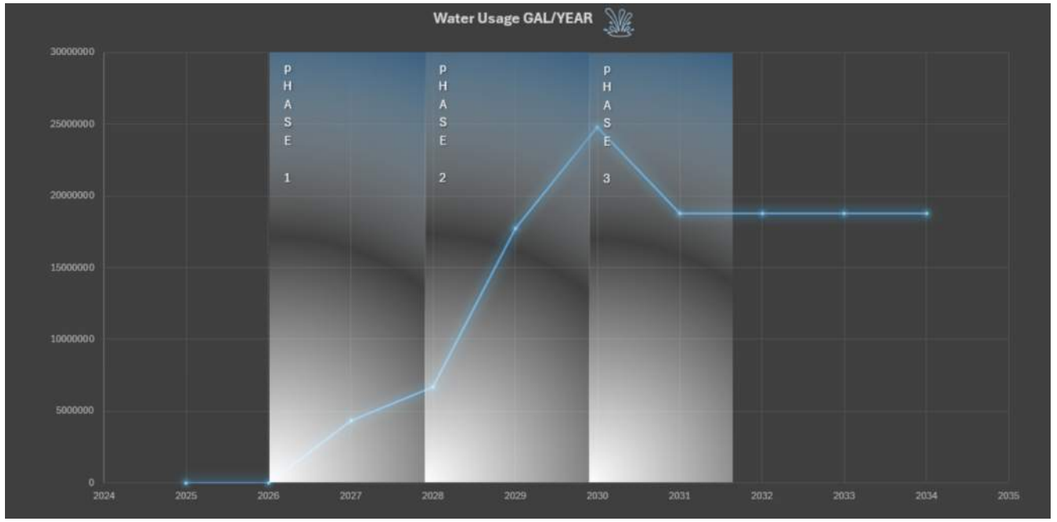
IRRIGATION:

150 gal x 183 (6 Months) = 27,450 gal/year

TOTAL GALLONS PER YEAR: 2,347,450 gal/year*

* Per operators' choice, the operator my chose to bring in tankers of Reverse Osmosis (RO) water to fill the system. A glycol filled cooling system will be filled with a combination of glycol and RO water. The RO water will arrive in either pre-mixed (glycol and water shipped together), or in individual tankers which are then 'mixed' during the initial fill of the system. This scenario will have minor impact on the city's infrastructure.

*These numbers are subject to change per operators' choice.



PRELIMINARY SITE

PRELIMARY SITE PLAN NARRATIVE

The proposed site is an important gateway to Williston ND that sets the tone and standard for development along the Highway 2 commercial corridor. The development of this site represents NW North Dakota by once again fearlessly reinvisioning how Williston can meet a growing national demand with our enginuity and natural resources. As the site is approached from the North on Highway 2, the prime visibility of the site requires a strategy that provides the city of Williston with a lasting solution that balances aesthetics and industry.

JLG has established the following parameters to react to the site:

APPROACH TO FACILITIES

The facilities will be constructed with concrete precast that combines the intent for future forward thinking and durability, while borrowing the beauty of the North Dakota landscape.

BUFFERING and LANDSCAPE

Two large detention ponds and buffering landscape are placed along the east edge of the devel opment of the landscape to provide serene elements that buffer the size of the structures. Distance from the site boundaries are also important to provide a setback to offset the size of the structures and help nestle the structures into the landscape.

AMBIENT NOISE

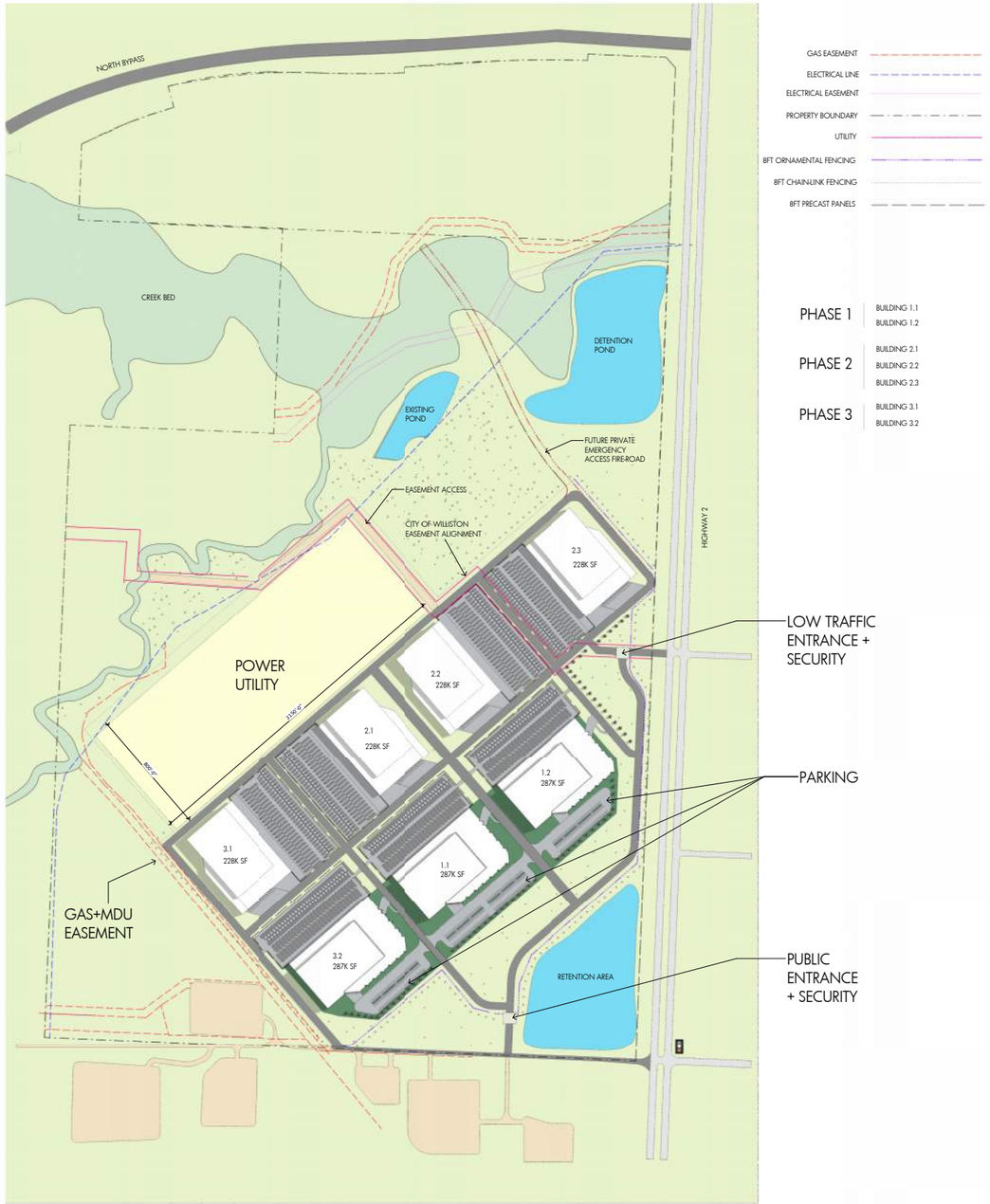
The strucutres will generate audible noise that will largely be inpercievable from the surrounding sites. Additionally, during a start-up event, the structures are planned in such a way to decresase impacts on the surrounding sites with sound walls, landscaping, and distance.

UTILITY SCREENING

The site is oriented so that large utility elements are buffered by the buildings while maintaining appropriate cooling needs. The primary views of the site from Highway 2 and main site entry are of the landscape and the buildings themselves not of the equipment yards or substations.

UTILITY ROUTING

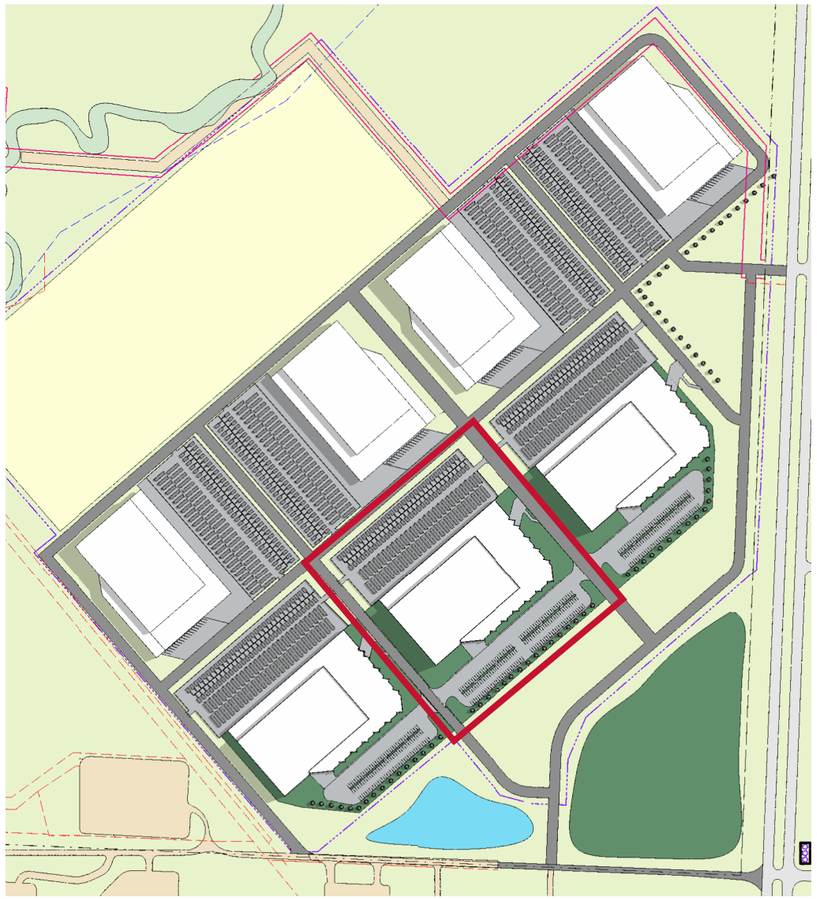
It is understood there is an infrastructure currently in place for the previous development. It is un derstood that the most efficient layout will allow for the same connections to public utilities, but a majority of the existing infrastructure will not be used. Additionally, the power utility is the most important due to its routing to the site and site requirements on site. The current plan balances the location with efficiency to provide safe and efficient routes to the structures.

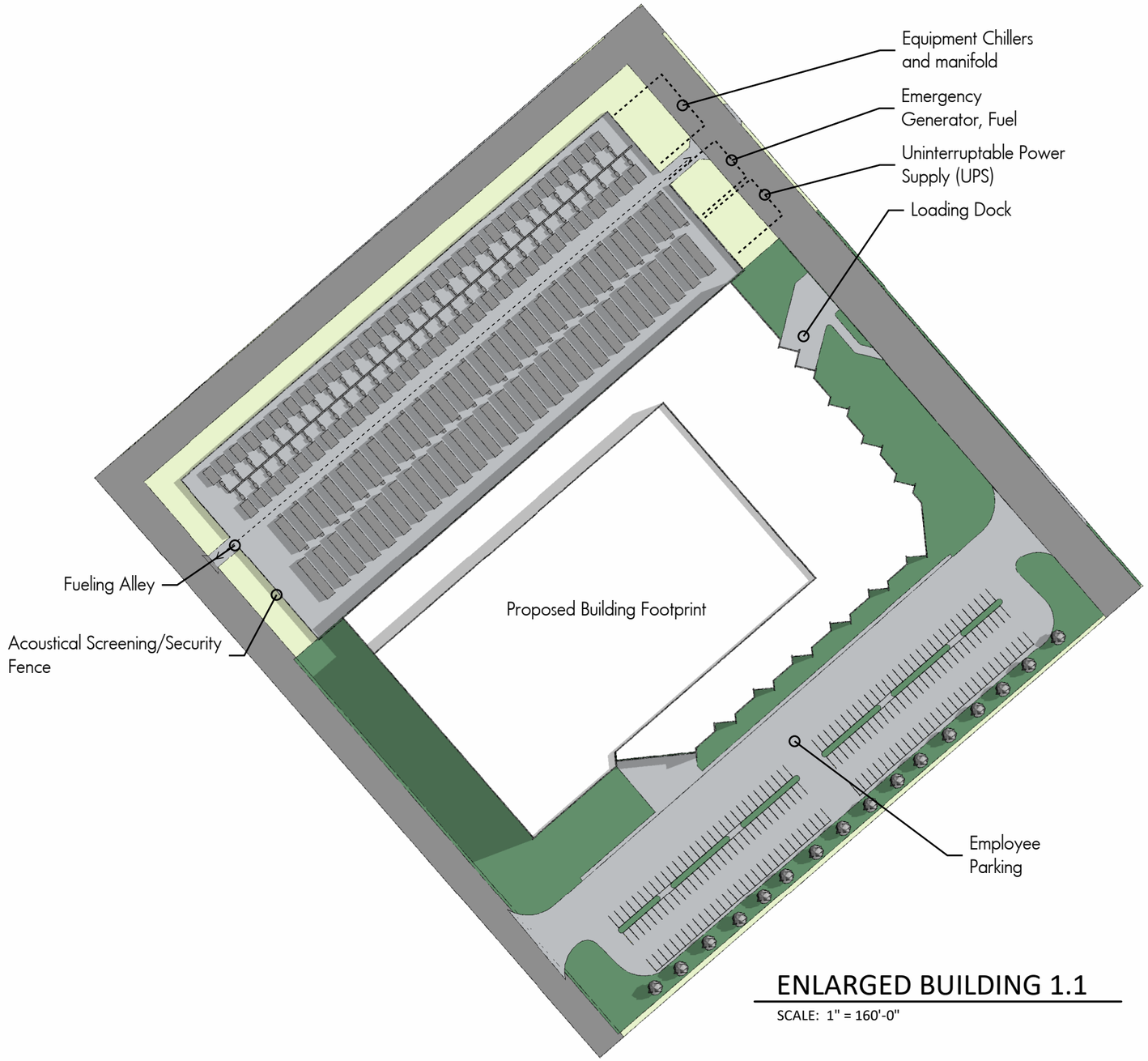


FIGHTING PIKE
PRELIMINARY SITE PLAN
01/29/2025 | JLG 24198 | © 2025 JLG ARCHITECTS

1,300
0 300 600 1200

ENLARGED BUILDING PLAN 1.1

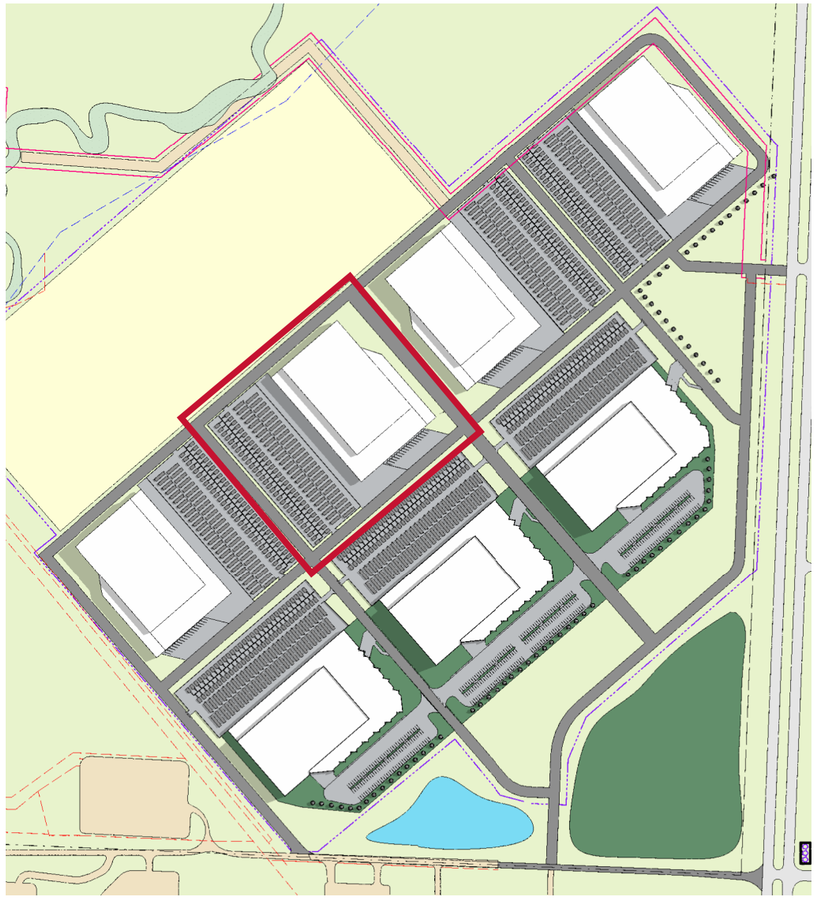


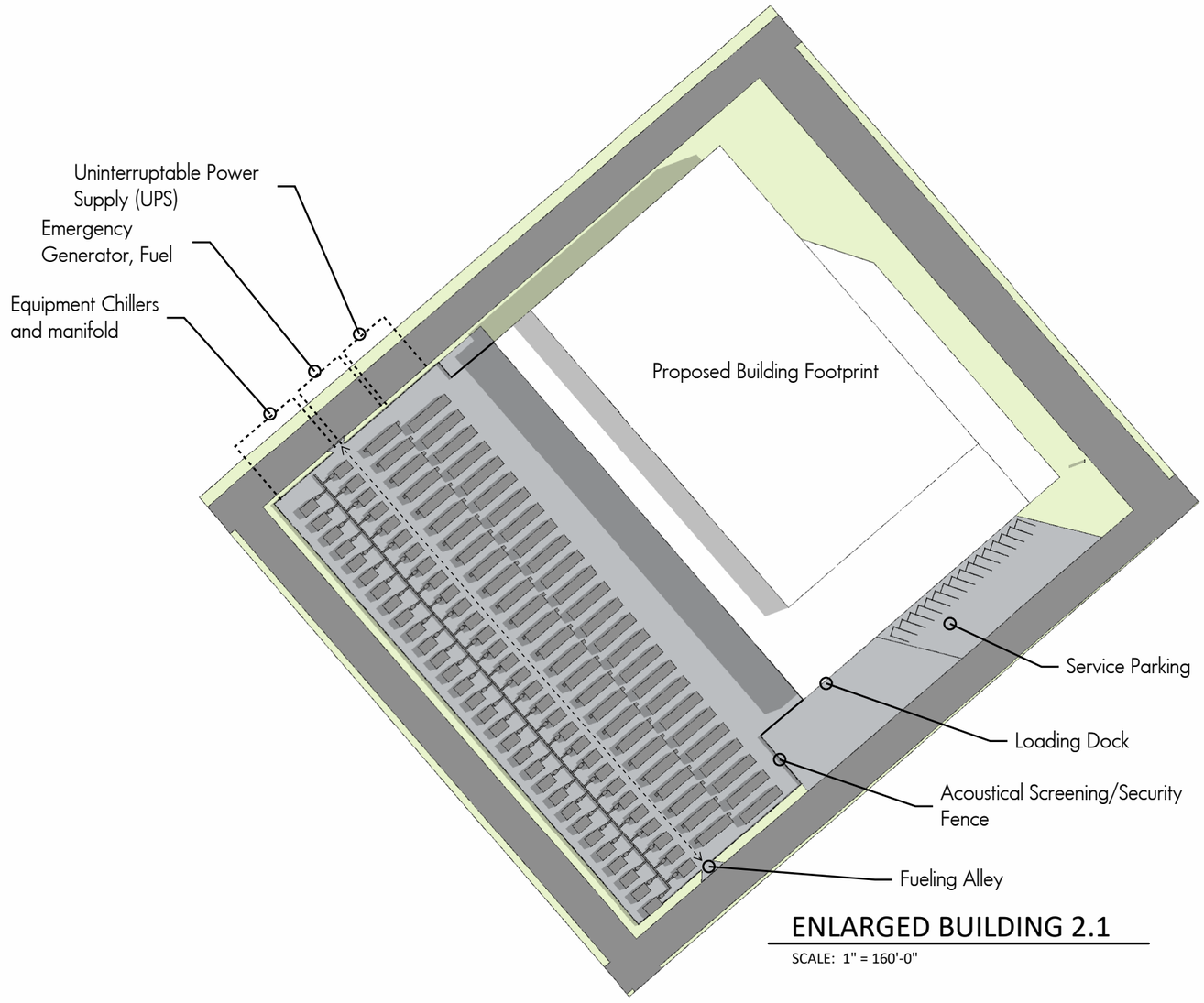


ENLARGED BUILDING 1.1

SCALE: 1" = 160'-0"

ENLARGED BUILDING PLAN 2.1





ENLARGED BUILDING 2.1

SCALE: 1" = 160'-0"

PRELIMARY LANDSCAPE + PARKING NARRATIVE

LANDSCAPE:

This landscaping narrative gives a preliminary look at the zones and zoning details. Each zone will be comprised of approved and authorized vegetation that meets the sites planting zone of 3b. The number of plantings and varieties will be in accordance with the City of Williston Zoning Ordinance's Landscaping Section. Installation of zoning phases; Zone 1, Zone 6 facing Hwy 2 frontage, and Zone 4 along Hwy 2 frontage will be installed as part of the first phase of building. As building phases continue landscaping phases shall follow. The landscape zones and zone installation will be finalized and approved in the design phase.

Zone 1: Approximately nine conifer tress such as spruce and pine, will be planted per acre to help with noise mitigation and prevailing winds from the northwest. This will also provide screening for the substation.

Zone 2: Deciduous large boulevard trees such as aspen, maple and alder will be planted. The intent is to soften the visuals around the parking lots and southwest side of the buildings this will also add contrasting height variation to help dilute the overall size of the buildings on campus.

Zone 3: Manicured grass, landscaping beds with small shrubs; along with ornamental grasses, and hardy perennials will be placed around the foundation of the buildings. This will add color and dimension also giving the building a well-kept look.

Zone 4: Native prairie grasses and tress will be planted to incorporate the natural ground cover surrounding the site. The current gravel pit on the southwest corner will be reclaimed throughout the building duration then covered and seeded.

Zone 5: Manicured grass will be planted and kept adding color and reduce soil erosion.

Zone 6: Evergreens, small trees and larger shrubs will be planted along the ornamental fence line parallel to HWY 2. Preliminary spacing of one tree every 50ft.

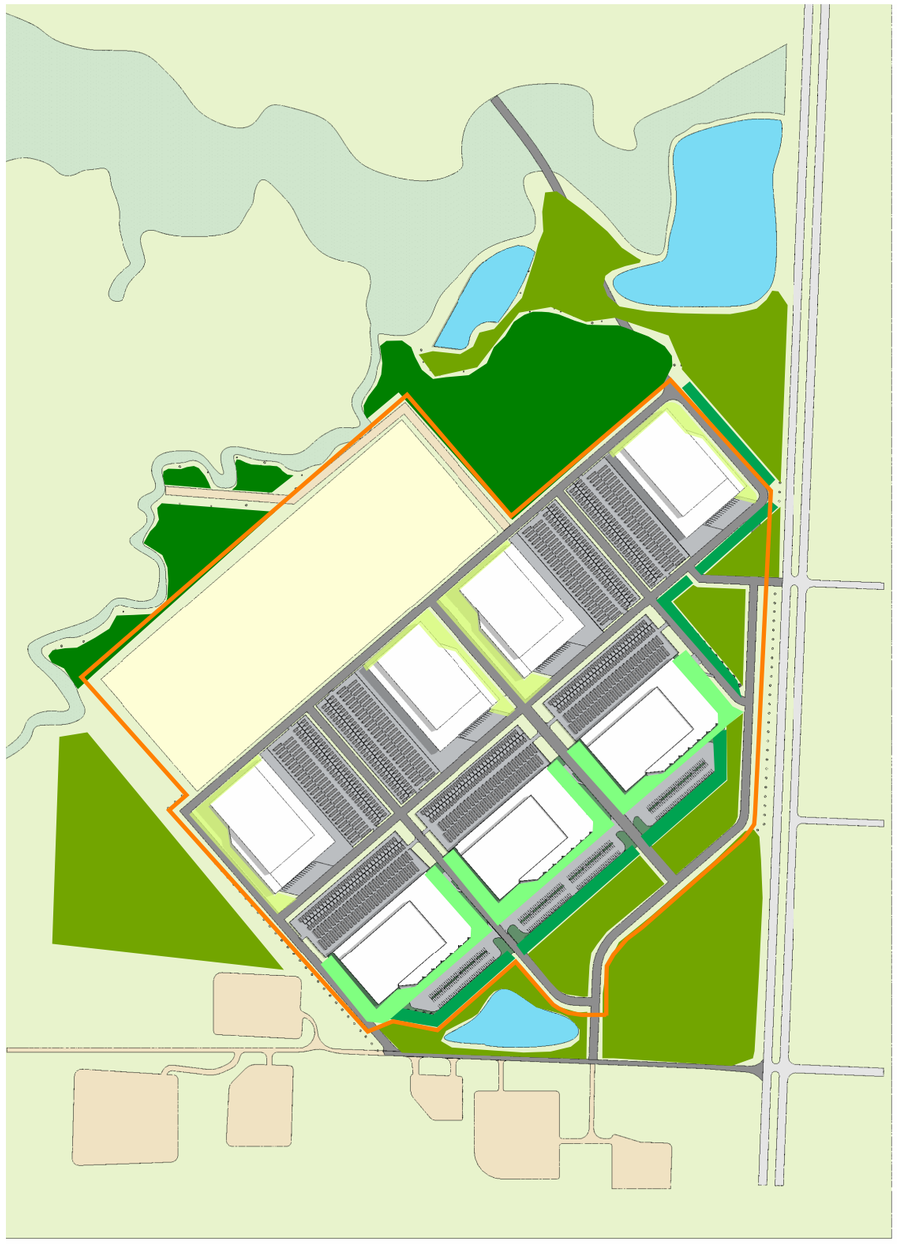
Ponds: The pond layouts on preliminary site plan are proposed solutions and subject to change. The pond berms will be constructed with erosion control materials such and rip-rap rocks and maintained landscaping. Retainage ponds will be aeriated for pest and algae control.

Watering: Irrigation of trees and manicured turf areas is the responsibility of the owner to abide by City Irrigation Ordinances to ensure the establishment of the landscaping.

PARKING:

To provide a scope of parking needs for each building the square footage of administration and operation spaces is equated and divided by number of occupants serving the buildings. In congruence with the provided traffic study a total of three hundred spaces are needed at complete build out. Approximately one hundred 10'x20' parking spaces for each building with administrative and operations. Approximately twenty 10'x20' parking spaces for non-administrative building were calculated for service vehicles, service staff and delivery drivers.

PRELIMARY LANDSCAPE + PARKING



ZONE 1

CONIFERS: VARIETY OF SPRUCE AND PINE.

ZONE 2

DECIDUOUS: APPROVED BOULEVARD TREES

ZONE 3

MAIN BUILDING FOUNDATION LANDSCAPING: SHRUBS AND PERENIALS

ZONE 4

PRAIRIE GRASSES

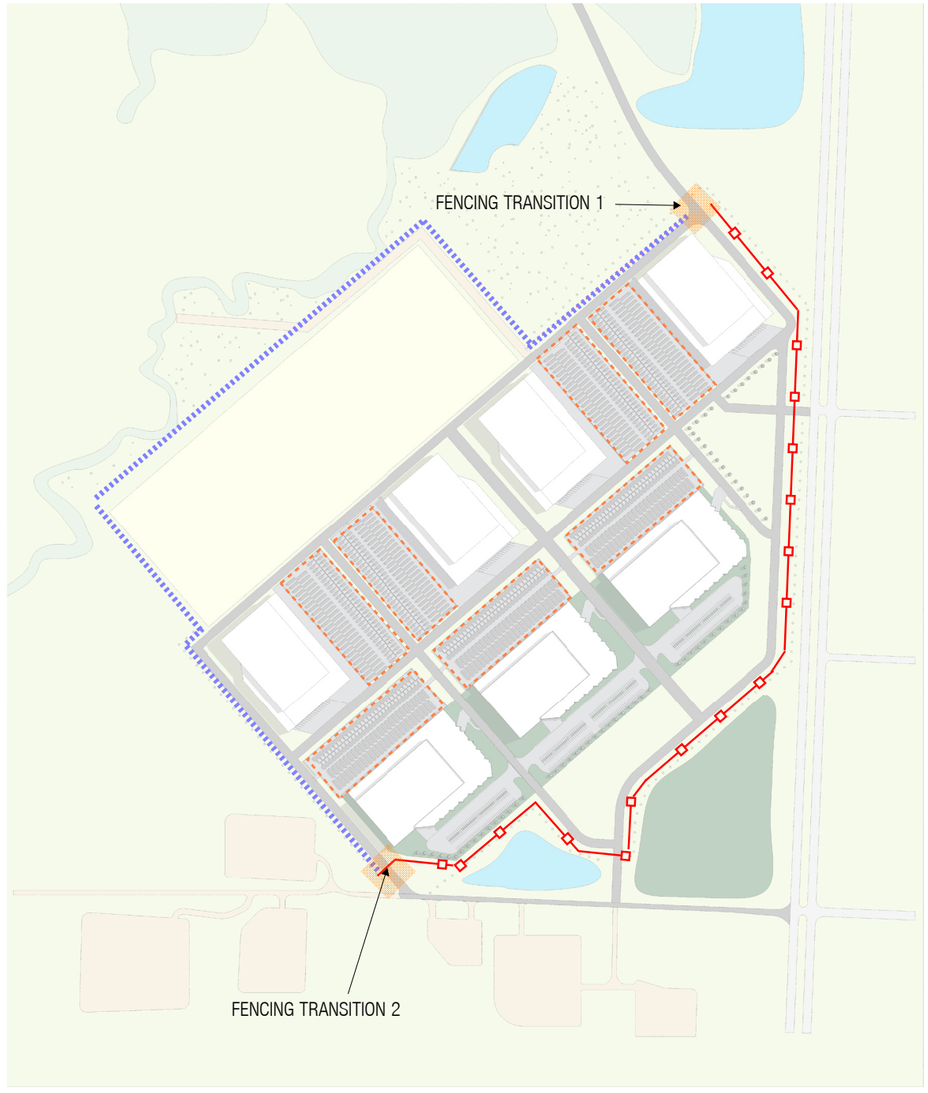
ZONE 5

MANICURED GRASSES

ZONE 6

FENCING BUFFER: APPROVED SMALLER BOULEVARD TREES

PRELIMARY FENCING PLAN



8 FOOT ORNAMENTAL FENCE

8 FOOT CHAIN LINK FENCE

8 FOOT PRECAST CONCRETE PANELS

FENCING TRANSITION

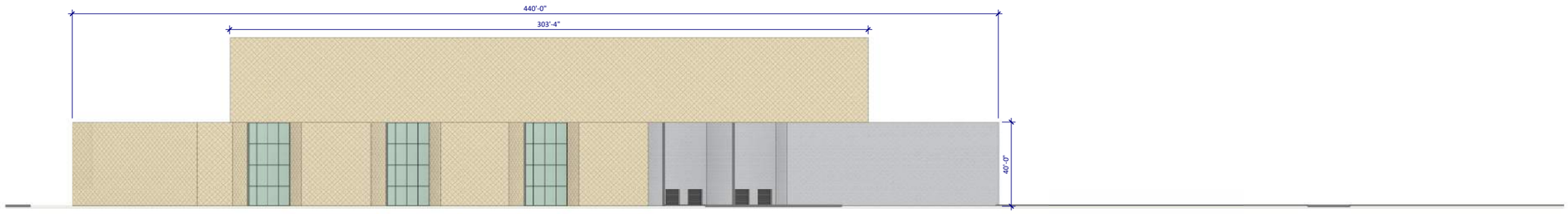
PRELIMINARY FACILITY CONCEPTS

EXTERIOR MATERIALS:

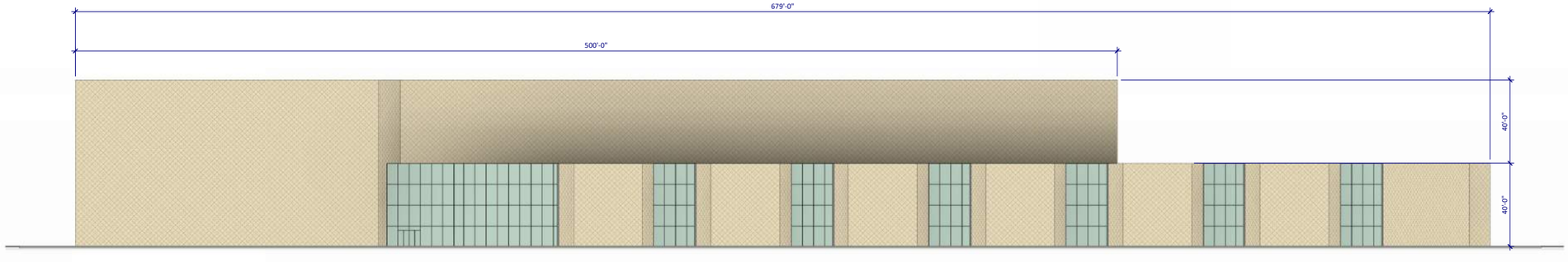
The preliminary structure's scale and materiality balance function with the natural landscape of Western ND. Simple, honest materials that are durable and efficient to maximize thermal and accoustic performance. Utilizing as much locally sourced materials as possible, the building largely consists of structural precast panels with integral coloring and formliner texture gradient, transitioning to flat form towards the top of the panels.
The Data Hall volume (shown below in a three-story arrangement) is broken up by the secondary support spaces around the perimeter.

The operations and administration arm has expanses of glazing angled out to grab daylight into the people spaces forming light gills. The glazing is covered in a frit gradient to reduce harsh lighting and glare while showing a diverse bubble texture and pattern. The back-of-house power and loading side are clad with a metal panel for longevity and diversity of destination for the building.

Main structural systems are anticipated to be structural bearing preast with interior steel framing. Varying heights and reliefs of the building forms will react to the final interior program. Facility branding will be in line with final user's specifications.



NORTH - LOADING



SOUTH EAST - OPERATIONS

FIGHTING PIKE

ELEVATIONS

01/09/25 | JLG 24198 |

1" = 30'-0"

0 30 60 120

JLG architects

PRELIMINARY RENDERING: BIRDSEYE VIEW

ARTISTIC VISUAL REPRESENTATION

PRELIMINARY RENDERING: GROUND VIEW

ARTISTIC VISUAL REPRESENTATION

PRELIMINARY RENDERING: HIGHWAY 2 VIEW

ARTISTIC VISUAL REPRESENTATION

PRELIMINARY PROGRAM

INTERIOR NARRATIVE

INTERIOR PROGRAM:

Each building footprint is anticipated to be modeled similarly with variances in administration and operations spaces. Overall square footages can vary between 300,000sf to 400,000sf given individual needs of the structures. However, the basic components are similar:

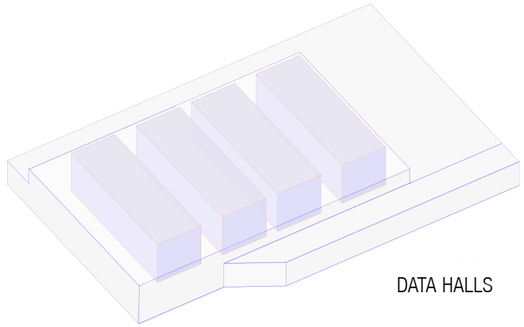
1) Data Halls
2) Data Hall Electrical
3) Data Hall Mechanical
4) Fiber and communications infrastructure
5) Shipping/Receiving
6) Operations and building control
7) Administration
8) Security
9) Circulation

Each structure's adjacencies are driven by the data hall infrastructure. Redundant power and cooling equipment located in the equipment yard then feeds through interior distribution rooms and ultimately into the data halls with an n+1 redundancy. The end user will determine final equipment per their data rack requirements. The cooling system is anticipated to be a water-to-chip heat rejection with outdoor chillers creating a closed loop with minimal evaporation or water loss. This also greatly decreases the amount of airflow equipment required on the data floors themselves. Central to the floorplate with the greatest security levels are the data halls. The proposed layout encompasses (4) data halls each with it's own infrastructure and allow up to 50' clear height or alternatively, 70' interior clear height for vertical stacking.

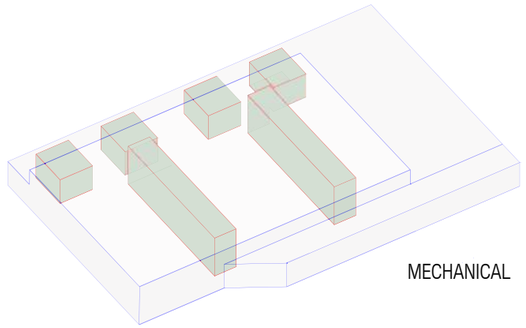
Outside of the data floors, operations spaces to house main monitoring, troubleshooting, and dispatch will be a 24 hour maintained watch that oversees power usage, cooling levels, initial security, and equipment operations. Administration, office, meeting, and break space for both end user staff and building operator staff is located closest to the entry behind a building security checkpoint.

Preliminarily, the interior finish of the structure shall be industrial by nature letting the building's components drive the design. End user branding along with open, professional office spaces allow for a flexible and adaptable front administration and operations suite. Security is a top priority by developing layers of checkpoints for staff and limited public visitors to the sites. Starting with the vehicular checkpoint at the perimeter of the campus, one would be screened and allowed to enter into the front doors of a building whereby engaging with main security. A background check is performed and upon clearance, the staff or visitor is allowed into the administration spaces. Additional clearance is needed into the operations or data hall circulation space with the last security check being into each data hall itself.

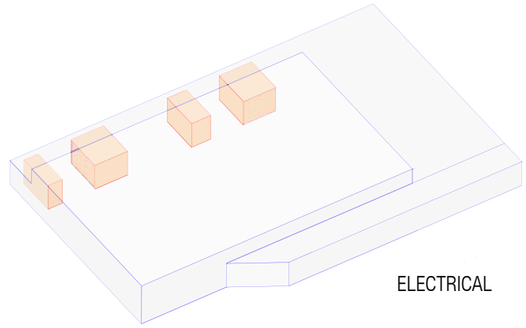
PRELIMINARY BUILDING PROGRAM DIAGRAM



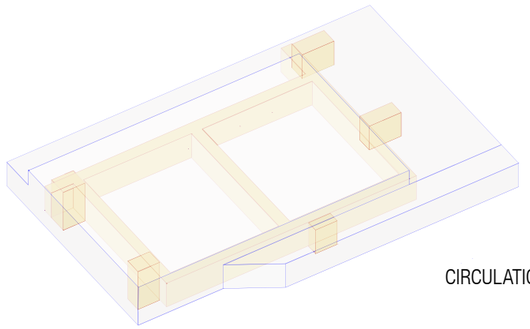
DATA HALLS



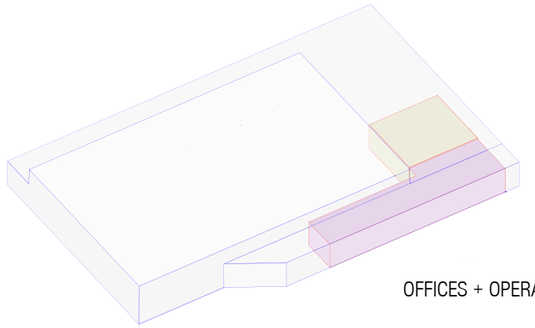
MECHANICAL



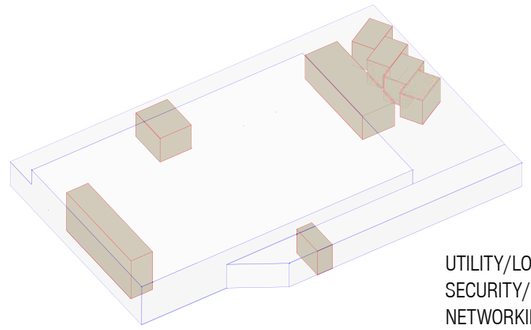
ELECTRICAL



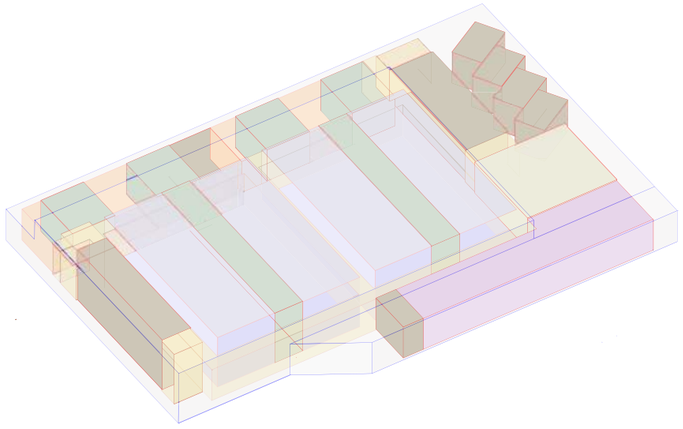
CIRCULATION



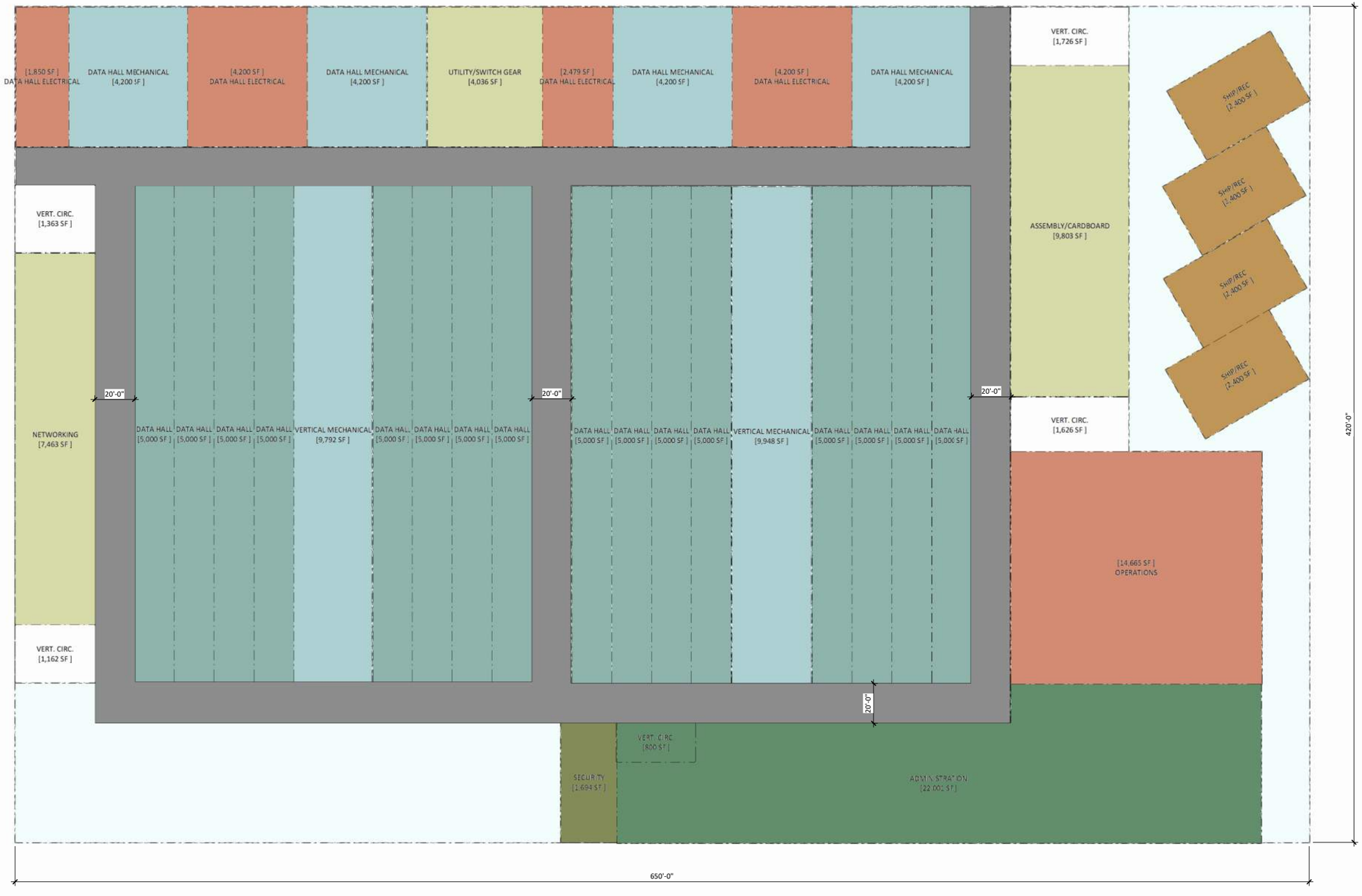
OFFICES + OPERATIONS



UTILITY/LOADING/
SECURITY/
NETWORKING



PRELIMINARY BUILDING PROGRAM PLAN



INFRASTRUCTURE

Fighting Pike

Traffic Impact Study
Williston, North Dakota
Final-Issued January, 2025

4TH DIMENSION SURVEYING & CONSULTING

Traffic Impact Study
for
Fighting Pike Data Center
Williston, ND
Draft Issued November 2024
Final Issued January 2025

Table of Contents

Table of Figures

TRAFFIC STUDY

Introduction

The contents of this report present the potential traffic impacts relating to the proposed Fighting Pike data center development to be located in Section 23 of Township 155N, Range 101, within the City of Williston. The purpose of this initial study is to compare the currently planned development with the Northstar Planned Unit Development as described in the recorded development agreement dated April 2015. This report shall also compare impacts to the City of Williston's current Traffic Plan and Future Trails Plan.

Critical Data House is seeking to construct seven data centers within the development area. The total buildable site area covers approximately 300 acres. The entire site will be secured to restrict public access within and through the site. The roads and other utilities serving the site are intended to be private and will be maintained and operated by the owner. The construction will be phased with two buildings planned for Phase 1. Construction on Phase 1 is expected to start in 2025. Full build-out of the site is anticipated to be complete in two additional phases, with completion of all buildings within 10 years.

Anticipated Staffing and Access

The following staffing information for each building was provided by the project team.

Anticipated Staffing – Phase 1

- Operations Group – 80 people
- Vendors (maintenance/service) – 30 people
- Construction staffing (temporary) – 350 people

An additional 10 security staff would be on site for the entirety of the site. If scheduling allowed, 2 buildings may be constructed simultaneously, potentially increasing on-site construction personnel to 650 people at one time.

Anticipated Staffing – Per Additional Data Center Building

- Operations Group – 15 people
- Vendors (maintenance/service) – 15 people
- Construction staffing (temporary) – 350 people

Anticipated Staffing – Full Build

- Operations Group – 155 people
- Vendors (maintenance/service) – 105 people
- Security Staff – 10 people

After the construction phase of the project is complete, no major truck traffic is anticipated for the site. Occasional deliveries to the site will be required, but site traffic will primarily consist of staffing listed above.

Access to the site is proposed via the following:

- One full movement main driveway along 84th St W
  - Access to interior of site through secure checkpoint
  - Utilized for the majority of staff for all buildings
  - Access to 84th St W off of US 2 is by signalized intersection
- One full movement staff/vendor driveway along US Highway 2
  - Utilized for less frequent traffic, including vendors and some staff

In addition to the data centers, it is anticipated that Mountrail Williams Electric Cooperative will have an on-site substation and associated facilities. Traffic generated by their operation is anticipated to be negligible following completion of construction of the facilities.

For purposes of this study, it was assumed traffic generated by the site will be encouraged to use the main driveway off 84th St W to access the site. The project team has indicated the US 2 driveway will only have minimal use. The driveway will be constructed primarily as an emergency exit and for as needed contractor access.

Figure A shows a preliminary layout for the site with anticipated buildings, parking, and internal roads.

JLG
architects