

**STATE OF NORTH DAKOTA  
BOARD OF UNIVERSITY AND SCHOOL LANDS**

The State of North Dakota acting by and through the Board of University and School Lands and its agent, the Commissioner of University and School Lands (GRANTOR), in consideration of **(consideration)**, which has been received, conveys to **(Name) (Last Name), (Address1) (Address2), (City), (State) (ZipCode)** (GRANTEE), an easement to construct, operate, maintain and remove **(number, type of structure, diameter, voltage, overhead, underground, etc.)** with the right of ingress and egress, over certain land hereafter referred to as the "easement area", which is a strip of land **(Width)** feet wide, **(Feet)** feet on each side of the following described centerline:

**(qtr) of Section (#), T(#)N, R(#)W, (County)County**

(Insert Narrative)

The centerline is **(CenterlineFeet)** feet or **(Rods)** rods long, and the easement area contains **(Acres)** acres, more or less. The easement area is further described and illustrated in Exhibit "**A**" which is attached to and is a part of this easement.

1. The **(Type of Structure)** shall be built only on the centerline(s) as described above. GRANTEE may also temporarily use an additional **(TemporaryFeet)** feet of temporary right of way on the working side of the **(Type of Structure)** as a construction right of way. This construction right of way shall be subject to the topsoil reservation and reclamation provisions of this easement and must be abandoned upon the completion of construction and reclamation.
2. **(OPTIONAL)**GRANTEE agrees that there will be no surface disturbance or surface occupancy of the **(number of segment(s))** segment(s) of the easement area that are designated for **(Type of Structure)** installation by horizontal boring as specifically shown on Exhibit "**(exhibit letter)**" without written permission from GRANTOR.
3. **(OPTIONAL)**The top of the **(Type of Structure)** must be buried at least 48 inches below the ground's surface.
4. GRANTEE may install the following described appurtenance(s) upon or below the surface: **(N/A or list equipment)**. For this/these additional appurtenance(s), GRANTEE has paid **(N/A or dollar amount of additional compensation)** as further consideration. GRANTEE shall, when necessary, protect all above ground appurtenances with a fence adequate to prevent livestock access and shall paint all above ground structures; except wire fences, anchors, guy wires, steel towers, and wood poles; with earth tone colors.
5. If construction of the **(Type of Structure)** is not completed within one year after GRANTOR signs this easement, this easement automatically terminates.
6. GRANTEE shall make a satisfactory settlement with the surface tenant for damage to seeded annual crops, fences or other improvements owned by the tenant, caused by construction, operation, maintenance or removal of the **(Type of Structure)** and shall notify the surface tenant of the construction schedule at least one week before construction.
7. GRANTEE, or its agent, shall have a legible copy of this easement with them on site for reference during construction, operation, maintenance or reclamation and shall present the copy upon GRANTOR's request.
8. This easement is subject to all of the GRANTOR's existing rights and privileges.

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9. If, prior to or during construction, archeological or paleontological items are discovered or such items are disturbed, GRANTEE shall cease construction activities immediately. GRANTEE shall then promptly notify GRANTOR and must not resume construction until written approval is given by GRANTOR.
10. GRANTEE shall, prior to construction, maintenance or removal, reserve the top 12 inches of soil from areas subject to topsoil and subsoil mixing. The reserved soil must be stockpiled to minimize wind and water erosion. Upon completion of construction, and maintenance or removal, GRANTEE shall promptly reclaim the disturbed area. It must be recontoured to conform to the adjacent natural topography, rocks exposed by excavation must be hauled off or reburied on the property, the reserved soil must be evenly respread over the disturbed area, and the entire disturbed area must be revegetated with a mixture of native perennial grasses as shown in Exhibit "B". Reclamation is not complete until rocks are removed from the surface, erosion is controlled and the surface is revegetated with a mixture of native perennial grasses.
11. GRANTEE shall implement reasonable measures to prevent accelerated erosion. If an erosion problem develops, GRANTEE shall promptly take the necessary actions to correct it and shall repair any erosion damage.
12. GRANTEE shall not discharge oil, gas liquids, salt water, or any other hazardous liquids or toxic substances onto the easement area or land adjacent to the easement area. All discharges of oil, gas liquids, salt water, or other hazardous liquids or toxic substances shall be stopped as soon as possible after discovery and acted upon immediately to halt movement of such discharges. Any such discharges shall be reported immediately to the GRANTOR. The GRANTEE shall then restore the affected area as closely as possible to its original condition.
13. **(OPTIONAL only use for saltwater pipelines)** GRANTEE shall secure and keep in force during the term of this agreement from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:
  - A. Commercial general liability, including operations, contractual, and products and completed operations coverages, with minimum liability limits of \$1,000,000 per occurrence. If the policy provides for separate limits on a per person basis, the policy must provide limits of not less than \$250,000 per person. The State of North Dakota and the Board of University and School Lands, and their officers and employees, shall be endorsed on the policy as additional insureds.
  - B. GRANTEE's Pollution Liability coverage for personal injury, property damage and cleanup cost arising from pollution conditions caused by the operations of the GRANTEE for limits of \$1,000,000. Coverage must be on an occurrence basis or include a 3 year extended reporting period. The insurance required under this section may be in policy or policies of insurance, primary and excess, including umbrella or catastrophe coverage. Coverage shall include contractual liability coverage for claims arising out of liability of subcontractors, loading and unloading, unlimited completed operations, and non-owned disposal site coverage. The State of North Dakota and the Board of University and School Lands, and their officers and employees, shall be endorsed on the policy as additional insureds.
  - C. The GRANTEE shall provide a certificate of insurance evidencing the insurance requirements contained in this easement are met prior to any activities being undertaken and annually thereafter, prior to January 1 of each year. The failure to secure and provide proof of insurance as required in this easement shall constitute a material breach of the easement entitling GRANTOR the right to terminate immediately.
14. GRANTEE shall control all noxious weeds in the easement area.
15. GRANTEE may cut or trim trees and shrubs, but only to the extent they interfere with or endanger the operation or maintenance of the **(Type of Structure)**.
16. GRANTEE shall maintain the natural water flow and drainage.

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17. GRANTEE shall take necessary precautions to prevent fires. In the event of a fire caused by the GRANTEE or its agent, GRANTEE shall compensate the GRANTOR's surface lessee(s) for their losses including forage, crop and any other losses; and shall compensate GRANTOR for any loss it suffers due to the fire.
18. GRANTEE shall conduct all activities associated with the **(Type of Structure)** in a manner that avoids the degradation of air, land, and water quality and that protects the area's visual resources.
19. GRANTOR reserves the right to use the easement area and to allow others to use the easement area for purposes compatible with GRANTEE's use. If someone other than GRANTOR uses the easement area in a manner inconsistent with GRANTEE's use, GRANTOR is not liable or responsible.
20. **(Option 1/ Section line - road - always include with option three)** Through this easement, GRANTEE is not acquiring any subsurface interest. Subsurface interests include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays.

**(Option 2/ Non section line - movable structures)** Through this easement, GRANTEE is not acquiring any subsurface interest. Subsurface interests include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays. If any subsurface interest is or will likely be excluded from mining or development because of the presence of this easement or the **(Type of Structure)** allowed by this easement, or if the location of the **(Type of Structure)** interferes or will likely interfere with the mining or development of subsurface interests outside of the easement area, this easement will terminate. GRANTOR will give GRANTEE at least sixty (60) days prior written notice of this easement's termination under this paragraph. If GRANTEE wishes to have the **(Type of Structure)** relocated within the tract and if GRANTOR determines that a suitable location exists within the tract, GRANTOR agrees to grant a new easement for such relocated **(Type of Structure)** without additional compensation, but GRANTEE shall bear all relocation costs.

**(Option 3/ Non section line, non-movable structures)** If any subsurface interest is or will likely be excluded from mining or development because of the presence of this easement or the **(Type of Structure)** allowed by this easement, or if the location of the **(Type of Structure)** interferes or will likely interfere with the mining or development of subsurface interests outside of the easement area, GRANTEE will compensate GRANTOR for the damages suffered because of GRANTOR's inability to develop or benefit from the development of subsurface interests.

**(Option 4/Wind Tower Option)** Through this easement GRANTEE is not acquiring any subsurface interest. Subsurface interests include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal clays or other clays. If any subsurface interest is or will likely be excluded from mining or development because of the presence of this easement or the **(Type of Structure)** allowed by this easement, or if the location of the easement and **(Type of Structure)** interferes or will likely interfere with the mining or development of subsurface interests outside of the easement area, GRANTOR will give GRANTEE at least sixty (60) days written notice of the conflict between this easement and GRANTOR's right to mine and develop subsurface interests. At the end of the sixty day period GRANTEE must either pay GRANTOR the amount of lost royalties as determined by GRANTOR for the damages suffered because of GRANTOR's inability to mine or develop subsurface interests, or to benefit from their mining or development, or GRANTEE must agree to relocate the easement and the **(Type of Structure)** to another location within the tract, provided GRANTOR determines that a suitable substitute location exists on the tract. If GRANTEE selects relocation and if GRANTOR agrees that a suitable substitute location exists, this easement will be revised to describe the easement's new location and GRANTEE will move all structures and other physical features of the easement to the new location. Relocation does not entitle GRANTOR to additional compensation but GRANTEE must bear all relocation costs. GRANTEE must promptly complete relocation.

21. If GRANTOR determines at any time during the existence of the easement, that the easement negatively interferes with or in any manner and to any extent affects the marketability, market value, development, or the value for development of the state-owned land specifically described below, GRANTOR may take any one of the following

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actions. One, terminate this easement. Two, require GRANTEE at GRANTEE’S expense to move the **(Type of Structure)** to another location within the affected tract, if it is determined by the GRANTOR that a suitable location exists within the tract. Three, require GRANTEE to compensate GRANTOR, at the amount set by the GRANTOR, for the loss GRANTOR incurs because of the easement’s presence. The rights given in this paragraph are personal to the GRANTOR and only the GRANTOR may exercise them.

Twp	Rng	Sec	Sub Division	County

- 22. GRANTEE agrees to defend, indemnify and hold harmless GRANTOR from any claims by any person that are in any way related to GRANTEE's use of the easement area, including all costs, expenses, and attorney fees that in any manner result from or arise out of this agreement. **It is GRANTEE's exclusive right and responsibility to construct, maintain, and remove the (Type of Structure).** GRANTEE further accepts liability and indemnifies GRANTOR, and its officers and employees, from all costs, expenses and attorneys fees incurred in establishing and litigating the indemnification coverage provided above. The legal defense provided by GRANTEE to the GRANTOR under this paragraph must be free of any conflicts of interest, even if this requires GRANTEE to retain separate legal counsel for GRANTOR. The obligations of this paragraph shall continue after this agreement terminates.
- 23. Any fixtures, structures, installations or facilities constructed or installed by GRANTEE, are the property of GRANTEE and may be removed by GRANTEE at any time.
- 24. GRANTEE shall remove all improvements, both above ground and underground, from the easement area when the easement is abandoned or in any other way terminated, unless authorized to do otherwise in writing by GRANTOR.
- 25. This easement shall be a covenant running with the land and shall be binding on the heirs, successors, and assigns of the parties hereto.
- 26. This easement is subject to all existing easements and nothing in this easement supersedes any rights previously granted.
- 27. GRANTOR neither warrants nor agrees to defend title to the easement area.
- 28. This easement is also subject to the conditions in Exhibits **"A" and "B"** which are attached and made a part of this easement.



EASEMENT:

ROW #  
Exhibit "B"

**NORTH DAKOTA  
BOARD OF UNIVERSITY & SCHOOL LANDS**  
(ND Department of Trust Lands)

**Native Grass Seeding Specifications**

<u>Species</u>	<u>lbs.</u> <u>PLS*/acre</u>
Western wheatgrass	8
Slender wheatgrass	5
Green needlegrass	4
Side-oats grama	<u>2</u>
	19

\*PLS - Pure Live Seed (based on 50 PLS/sq. feet)

1. The seed bed should be firmly packed (footprints left in the soil should be less than 1/2 inch deep).
2. An early spring seeding (before May 24th) is preferred. A dormant fall seeding (after October 20th) is acceptable.
3. A cover crop of oats at 10 lbs. PLS/acre must be seeded on the disturbed area.
4. A drill designed specifically for native grass seeding will give the best seeding results. The seed should be planted at a depth of 1/2 to 1 inch. Precaution must be taken not to plant the seed too deeply in the soil or poor germination will result.
5. On areas where equipment cannot be used, broadcast seed and rake or drag to cover seed. Where seed is broadcast, double the seeding rate.
6. Use only North Dakota certified seed.

**Caution:** Be sure to clean out the drill before seeding to avoid any contamination with smooth brome grass or crested wheatgrass that may remain in the drill from previous use on private land. These are invasive grasses in native prairie and are not allowed on school trust lands. Contamination with or use of crested wheatgrass or smooth brome will result in the applicant being required to spray out the grass and reseed with the above native grass seed mixture. Sweet clover and alfalfa are also not allowed – only the above native grass seed mixture may be used for revegetation on school trust land.