

STATE OF NORTH DAKOTA
BOARD OF UNIVERSITY AND SCHOOL LANDS

Upon the terms and conditions set in this permit, the Board of University and School Lands and its agent, the Commissioner of University and School Lands (PERMITTER), authorizes **(name and address of Permittee)** (PERMITTEE), to conduct geophysical operations on certain land in **(County)** County, North Dakota, described as follows: **(need to distinguish if legal description is surface or mineral ownership or both)**

Township **(T)** North, Range **(R)** West
Section **(Section)**: **(Subdivision)**

In consideration of «**Fee**» paid to Permitter, Permittee is authorized to conduct geophysical operations on the land subject to the following conditions:

1. Geophysical operations are defined as the collection of data by waves of elastic energy, such as that transmitted by P-waves and S-waves. Geophysical data is used to interpret the composition, fluid content, extent and geometry of rocks in the subsurface.
2. Travel is limited to times when the ground is dry or frozen and will not be damaged by vehicles. Roads or trails may not be constructed on the land and the land may not be improved, modified, or otherwise disturbed in any way without written permission from Permitter.
3. Permittee is not authorized to use the surface estate as a staging area to conduct geophysical operations, or to store equipment, park or refuel vehicles.
4. Permittee is authorized to conduct geophysical operations by **(choose one - vibroseis or shot hole)**.
5. **(Optional – Use when state surface is involved and seismic is by shot holes)** Prior to shot hole construction, maintenance, or removal, Permittee shall 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. Permittee shall not leave any shot hole open and unattended for any period of time and shall reclaim all shot holes each day before leaving the permit area. No shot hole can remain open for more than one day without written permission from Permitter. Upon the completion of testing, Permittee shall recheck all shot holes and promptly reclaim any disturbed area.
6. If prior to or during geophysical operations, archeological or paleontological items are discovered or such items are disturbed, Permittee shall immediately cease activities and notify Permitter, and Permittee shall not resume geophysical operations activities until written approval is given by Permitter.
7. Trees and brush may not be cut without written permission from Permitter.
8. Permittee shall take all necessary precautions to prevent fires. In the event of a fire caused by Permittee or its agents, Permittee shall compensate the Permitter or Permitter's surface lessee(s) for losses including forage, crop, or any other losses; and shall compensate Permitter for any loss it suffers due to the fire.
9. Permittee shall follow the guidelines of the North Dakota Rural Fire Danger Guide (attached) and any county-issued burn ban, whichever is more restrictive.
10. Permittee shall limit travel to minimize damage to the current season's grass.

PERMIT: GEOPHYSICAL OPERATIONS (Surface and Mineral Estate)

ROW #(#)

11. Permittee, or its agent, shall have a legible copy of this permit with them on site for reference during construction, operation, maintenance, or reclamation and shall present the copy upon Permitter's request.
12. This Geophysical Operations Permit expires on «**ExpirationDate**».
13. Permittee shall take the necessary precautions to prevent littering and shall clean up and dispose of all litter.
14. This Permit may be cancelled at the sole discretion of the Commissioner of University and School Lands at any time by sending a notice of cancellation to the above address.
15. Permittee is responsible for obtaining all necessary permits or approval for this project as may be required by any state, federal, or local governmental entity.
16. This permit is nontransferable and shall not be filed for record.
17. Permittee shall maintain a log of the GPS coordinates and corresponding map datum of each geophysical testing location and shall forward the testing location log of GPS data to Permitter immediately upon the completion of testing.
18. Permittee shall notify Permitter **and Permitter's surface tenant(s)** of the testing schedule at least ten (10) days before geophysical operations activities are scheduled to begin.
19. This Permit does not, in any way supersede any mineral rights to the land, and it is subject to the rights held by the owner of the minerals of the land and the rights held by any owner of a mineral lease for the land. Determining whether any activities under this Permit are compatible or incompatible with rights held by mineral owners and mineral lessees is the Permittee's responsibility.
20. Fences shall not be damaged or permanently removed. Any fence that is disturbed to permit passage must be replaced and restored to its pre-existing or better condition. All gates must remain closed when not in use.
21. If Permittee causes a surface disturbance, Permittee shall reseed the disturbed area with the attached seed mixture if requested by the Permitter. Otherwise, Permittee shall not reseed any disturbance but shall allow it to recover naturally. (**Note:** crested wheatgrass and smooth brome grass are not allowed to be seeded on trust lands).
22. In accepting this Permit, Permittee agrees to defend, indemnify and hold harmless the State of North Dakota, the Board of University and School Lands, and their officers and employees from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Permittee under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Permittee also agrees to defend, indemnify, and hold the State harmless for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Permittee in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Permit.
23. Permitter makes no representation concerning the condition, safety, or usability of the land and any improvements. It is Permittee's exclusive right and responsibility to inspect the property to ensure that it is fit for the purposes for which Permittee intends to use it.

PERMIT: GEOPHYSICAL OPERATIONS (Surface and Mineral Estate)

ROW #(#)

Approved this _____ day of _____, 20_____, at Bismarck, North Dakota.

PERMITTER:

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

Lance D. Gaebe, Commissioner of the Board of
University and School Lands

PERMITTEE:

(COMPANY NAME IN CAPS)

(signature)

(individual signing)
(name/address of company)