

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

The State of North Dakota acting through the Board of University and School Lands (PERMITTER), in consideration of **\$(\\$)**, which has been received, conveys to **(Name & Address)** (PERMITTEE), a permit 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 in **(quarter, section, township, range, county)**, North Dakota, hereafter referred to as the "permit area", which is a strip of land **(ft) feet** wide, **(ft) feet** on each side of the following described centerline:

(narrative)

The centerline is **(ft) feet** or **(rods) rods** long, and the permit area contains **(acres) acres**, more or less. The permit area is further described and illustrated in **Exhibit "(exhibit letter)"** which is attached to and is a part of this permit.

I. SOIL RESERVATION AND ROAD RECLAMATION

PERMITTEE agrees to the Soil Reservation and Road Reclamation Specifications listed in **Exhibit "B"**, which is attached and made a part of this permit. PERMITTEE shall provide a copy of this permit to its construction and reclamation contractor(s) and require said contractor(s) to contact the **State Land Department Surface Management Division at (701) 328-2800** two (2) weeks prior to road construction or reclamation.

II. SIGNING ROAD AS PRIVATE ROAD

PERMITTEE agrees to place and maintain permanent metal signs near the state property lines which are at least 24 inches high by 18 inches wide visible from the road which identifies this road as a private road.

III. PURPOSE

1. This permit is for the sole purpose of a road, and no other purpose is permitted. This permit shall remain in effect for so long as oil and gas drilling operations, oil and gas production, or the maintenance of the well site for use as an injection well are continued at the **(name of well(s))** well sites located in the **(qtr) of Section (#), T(#N, R(#)W, in (cty) County**, North Dakota. PERMITTEE shall not have use of said permit area for any other purpose except as may be authorized by PERMITTER.
2. PERMITTEE shall allow commercial use of the road permit area by the Board's permittees, grantees, and lessees. PERMITTEE may require such users to pay for any additional maintenance costs caused by their use except that payment shall not be required from the Board's agricultural lessees for use in connection with the operation of their farms and ranches. The maintenance obligation of the Board's permittees, grantees, and lessees shall be proportionate to their total use, and such users shall not be required to perform or bear the costs of maintenance other than that commensurate with their respective use. The PERMITTER may use the road without charge.
3. PERMITTEE agrees that upon PERMITTEE's abandonment of any part or all of the herein permitted road, PERMITTEE shall reclaim the road according to the terms and conditions of this permit. Furthermore, if it is determined, at the PERMITTER's sole discretion that all or part of the road is no longer needed for the purpose described above, then it shall be reclaimed by PERMITTEE according to the terms and conditions of this permit.

IV. LIABILITY

1. PERMITTEE agrees to defend, indemnify and hold harmless PERMITTER from any claims by any person that are in any way related to PERMITTEE's use of the permit area, including all costs, expenses, and attorney fees that in any manner result from or arise out of this agreement. **(Optional sentence in the event there is a structure involved: It is PERMITTEE's exclusive right and responsibility to construct, maintain, and remove the (type of structure).** PERMITTEE further accepts liability and indemnifies PERMITTER, 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 PERMITTEE to the PERMITTER under this paragraph must be free of any conflicts of interest, even if this requires PERMITTEE to retain separate legal counsel for PERMITTER. The obligations of this paragraph shall continue after this agreement terminates.

V. GENERAL PROVISIONS

1. This permit may be suspended or revoked, in whole or in part, upon the breach of any of the conditions set forth herein, at the discretion of the PERMITTER, provided that due notice of any violations has been given to the PERMITTEE and a reasonable length of time is allowed for compliance. If this permit is suspended, revoked, or terminated, the PERMITTEE agrees to reclaim said permit area in accordance with the herein listed reclamation and revegetation specifications, listed in **Exhibits "B" and "C"**.
2. PERMITTEE shall control all noxious weeds in the permit area.
3. PERMITTEE shall construct and maintain cattle guards or gates in any fence lines crossed.
4. PERMITTEE 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)**.
5. PERMITTEE shall not discharge oil, gas liquids, salt water, or any other hazardous liquids or toxic substances onto the right-of-way or land adjacent to the right-of-way. 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 PERMITTER. The PERMITTEE shall then restore the affected area as closely as possible to its original condition.
6. PERMITTEE shall take necessary precautions to prevent fires. In the event of a fire caused by the PERMITTEE or its agent, PERMITTEE shall compensate the PERMITTER's surface lessee(s) for their losses including forage, crop and any other losses; and shall compensate PERMITTER for any loss it suffers due to the fire.
7. PERMITTEE shall repair any damage caused by it or its agent during activities associated with the permit area.
8. PERMITTEE 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.
9. If, prior to or during construction, archeological or paleontological items are discovered or such items are disturbed, PERMITTEE shall cease construction activities immediately. PERMITTEE shall then promptly notify PERMITTER and must not resume construction until written approval is given by PERMITTER.
10. Through this permit, PERMITTEE 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.

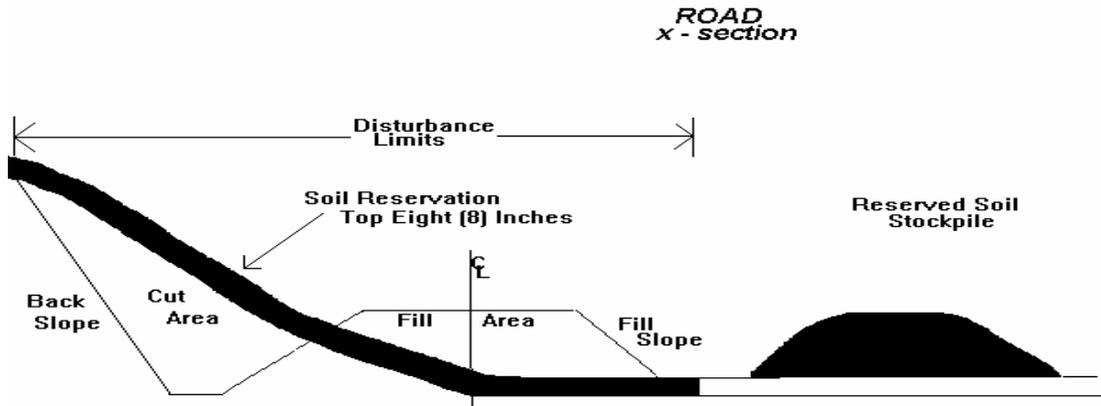
Option 2/ Non section line - movable structures: Through this permit, PERMITTEE is not acquiring any subsurface interest. Subsurface interests include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, 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 permit or the **(type of structure)** allowed by this permit, 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 permit area, this permit will terminate. PERMITTER will give PERMITTEE at least sixty (60) days prior written notice of this permit's termination under this paragraph. If PERMITTEE wishes to have the **(type of structure)** relocated within the tract and if PERMITTER determines that a suitable location exists within the tract, PERMITTER agrees to grant a new permit for such relocated **(type of structure)** without additional compensation, but PERMITTEE 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 permit or the **(type of structure)** allowed by this permit, 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 permit area, PERMITTEE will compensate PERMITTER for the damages suffered because of PERMITTER's inability to develop or benefit from the development of subsurface interests.

11. If construction of the **(type of structure)** is not completed within one year after PERMITTER signs this permit, this permit automatically terminates.
12. 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.
13. PERMITTER neither warrants nor agrees to defend title to the permit area.
14. PERMITTER reserves the right to use the permit area and to allow others to use the permit area for purposes compatible with PERMITTEE's use. If someone other than PERMITTER uses the permit area in a manner inconsistent with PERMITTEE's use, PERMITTER is not liable or responsible.
15. This permit may not be filed for record.
16. PERMITTEE shall not assign or in any way transfer, in whole or in part, this permit or rights under it unless PERMITTER gives written consent. Any assignment or other transfer without PERMITTER's written consent is void and, at PERMITTER's option, shall terminate this permit.
17. If PERMITTER determines at any time during the existence of the permit, that the permit negatively interferes with or affects in any manner and to any extent the marketability, market value, development, or the value for development of state-owned land in **Section (sec), T(township)N, R(range)W, (County) County**, PERMITTER may take any one of the following actions. One, terminate this permit. Two, require PERMITTEE at PERMITTEE'S expense to move the **(type of structure)** to another location within the affected tract, if it is determined by the PERMITTER that a suitable location exists within the tract. Three, require PERMITTEE to compensate PERMITTER, at the amount set by the PERMITTER, for the loss PERMITTER incurs because of the permit's presence. The rights given in this paragraph are personal to the PERMITTER and only the PERMITTER may exercise them.
18. This permit is subject to all existing permits and nothing in this permit supercedes any rights previously granted.
19. This permit is also subject to the conditions in Exhibits "**(list exhibits)**" which are attached and made a part of this permit.

NORTH DAKOTA STATE LAND DEPARTMENT
Soil Reservation and Reclamation Specifications

PERMITTEE Agrees to the Following:



1. **Contact:** Require their contractor(s) to contact the North Dakota State Land Department, Surface Management Division, 1707 N 9th Street, Bismarck, ND 58501, 701-328-2800, two (2) weeks prior to road construction or reclamation, or if they have any questions.
2. **Soil Reservation:** Prior to construction or maintenance of the herein authorized permit area, the top eight (8) inches of soil shall be reserved from all areas to be disturbed including road bed, fillslope and backslope areas, as shown above, and all other areas subject to topsoil and subsoil mixing; and the reserved soil shall be stockpiled and seeded to the native perennial grass seed mixture shown in **Exhibit "C"** such that wind and water erosion are minimized.
3. **Drainage:** The permit area shall be constructed, maintained, and removed in a manner which provides drainage adequate to maintain the existing water flow and drainage. Structures including but not limited to cross drains, culverts, and ditches, shall be installed where necessary to assure proper drainage and to stabilize erosion in ditches where long slopes occur. If an erosion problem develops, PERMITTEE shall take necessary actions to correct it and shall repair any erosional damage. Upon completion of construction all or a portion of the reserved soil shall be evenly spread as needed to stabilize the road ditches, and seeded with the **native** perennial grass seed mixture shown in **Exhibit "C"**.
4. **Reclamation:** Any permit area abandonment plans shall be subject to written approval of the PERMITTER, prior to implementation. Upon abandonment of the herein authorized permit area, the reserved soil shall be salvaged from the road ditches, gravel or scoria shall be removed, the roadbed shall be completely obliterated and recontoured to conform to the adjacent natural terrain, and the reserved soil shall be evenly respread on the disturbed areas.
5. **Revegetation:** All disturbed soil surfaces resulting from construction, maintenance, or reclamation of the herein authorized permit area, shall be revegetated with a mixture of **native** perennial grasses listed in **Exhibit "C"** sufficient to prevent accelerated erosion and restore, as closely as possible, the original long-term productivity. The use of any other seed mixtures shall be subject to the written approval of the PERMITTER. Reclamation shall not be deemed completed until erosion is controlled, the surface is revegetated with a mixture of native grasses, and written approval is issued by the State Land Department.

**NORTH DAKOTA
DEPARTMENT OF UNIVERSITY & SCHOOL LANDS**

Native Grass Seeding Specifications

<u>Species</u>	<u>lbs. PLS*/acre</u>	<u>% of Mixture</u>
Western wheatgrass	8	42%
Slender wheatgrass	5	26%
Green needlegrass	4	21%
Side-oats grama	<u>2</u>	<u>11%</u>
	19	100%

*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.