

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

In consideration of **\$(**), (**Dollars spelled out**), which has been received, the Board of University and School Lands and its agent, the Commissioner of University and School Lands (PERMITTER), authorize (**Name & Address**), (PERMITTEE), to conduct metes-and-bounds, centerline and cadastral land surveys, ocular reconnaissance cultural resource surveys, and wetland delineations, on land managed by the North Dakota Department of Trust Lands (Land) in the state of North Dakota under the following terms and conditions:

1. Unless otherwise terminated or canceled under the provisions of this permit, it shall expire on December 31, (**year**).
2. PERMITTEE shall have access to school trust land only after a third party applicant has filed an application for right-of-way access to the Land with the North Dakota Department of Trust Lands. PERMITTEE's access to the Land is limited to conducting surveys on behalf of the third party applicant and only applies to the land specifically identified in the application.
3. PERMITTEE shall notify PERMITTER's surface lessee(s) of the survey schedule at least one week before beginning the survey.
4. PERMITTEE is not acquiring any subsurface interest, or any rights in the surface other than those specifically allowed by this permit. 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, during the period of this permit, any subsurface interests shall be developed in accordance with a mining or development plan which includes the permit area, this permit will terminate. PERMITTEE will receive not less than sixty (60) days prior, written notice from the PERMITTER of the termination of permit in accordance with this paragraph.
5. PERMITTEE shall not build any roads, trails, or otherwise alter the surface of the Land for vehicular use. Travel must be limited to the existing roads, trails, and undisturbed sod and only when the Land is dry and will not be rutted by vehicles.
6. If PERMITTEE causes any damage or otherwise disturbs the surface of the Land by its activities, PERMITTEE agrees to repair the damage and reseed it with a mixture of native perennial grasses as shown in Exhibit "A". PERMITTEE shall also pay any inspection and administrative costs incurred by PERMITTER as a result of damage caused by PERMITTEE.
7. PERMITTEE shall repair any damage to fences, or other improvements owned by the PERMITTER's surface lessee(s), caused by PERMITTEE's activities.
8. 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.
9. PERMITTEE shall limit travel on the Land to the extent possible to minimize damage to the current season's grass.
10. This permit may not be filed for record.
11. This permit is subject to all existing rights and privileges held by PERMITTER.

PERMIT: Planning and Preconstruction Survey

ROW #(#) (Pg 2)

12. This permit may be suspended or cancelled at the sole discretion of the PERMITTER at any time for any reason by sending written notice to the PERMITTEE at the above address. If this permit is suspended or canceled PERMITTEE agrees to fully repair any damages it caused to the Land.
13. PERMITTEE shall defend, indemnify and hold harmless PERMITTER from any claims by any person that are in any way related to PERMITTEE's use of the Land, including all costs, expenses, and attorney fees that in any manner result from or arise out of this agreement. 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 permit terminates.
14. PERMITTEE shall provide PERMITTER with a copy of the survey information gathered on the Land, within 30 days following completion of the field work.
15. 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.

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

PERMITTER:

STATE OF NORTH DAKOTA
BOARD OF UNIVERSITY & SCHOOL LANDS

Lance D. Gaebe, Commissioner
of University and School Lands

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF BURLEIGH)

On this _____ day of _____, 20_____, before me personally appeared Lance D. Gaebe, Commissioner of University and School Lands, acting on behalf of the Board of University and School Lands of North Dakota, known to me to be the person who executed this instrument and acknowledged to me that he executed the same.

(S E A L)

Notary Public

PERMITTEE:

(NAME OF PERMITTEE (All in Caps))

(signature) On Behalf of **(name of PERMITTEE)**

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally appeared _____, _____ (title), acting on behalf of **(name of Permittee)**, known to me to be the person who executed this instrument and acknowledged to me that he executed the same.

(S E A L)

Notary Public

**NORTH DAKOTA
DEPARTMENT 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.