

STATE OF NORTH DAKOTA
BOARD OF UNIVERSITY AND SCHOOL LANDS

The State of North Dakota acting through the Board of University and School Lands (GRANTOR), in consideration of **\$(**), which has been received, conveys to **(Name & Address)** (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 in **(quarter, section, township, range, county)**, North Dakota, hereafter referred to as the "easement 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 easement area contains **(acres)** acres, more or less. The easement area is further described and illustrated in **Exhibit "(exhibit letter)"** which is attached to and is a part of this easement.

1. GRANTEE may also temporarily use an additional **(#)** 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)**The top of the **(type of structure)** must be buried at least 36 inches below the ground's surface.
3. GRANTEE may install the following described equipment or appurtenances upon the surface or at a depth less than 36 inches: **(N/A or list equipment)**. For this additional equipment, GRANTEE has paid **(N/A or dollar amount of additional compensation)** as further consideration. GRANTEE shall, when necessary, protect all above ground equipment or 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.
4. If construction of the **(type of structure)** is not completed within one year after GRANTOR signs this easement, this easement automatically terminates.
5. 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.
6. 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.
7. This easement is subject to all of the GRANTOR's existing rights and privileges.
8. 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.

9. 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 "(exhibit letter)". 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.
10. 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.
11. GRANTEE 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 GRANTOR. The GRANTEE shall then restore the affected area as closely as possible to its original condition.
12. GRANTEE shall control all noxious weeds in the easement area.
13. GRANTEE may cut or trim trees and shrubs, but only to the extent they interfere with or endanger the operation or maintenance of **(type of structure)**.
14. GRANTEE shall maintain the natural water flow and drainage.
15. 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.
16. 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.
17. 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.
18. 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.**(STANDARD language to be removed if optional language is used)** 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.**(OPTIONAL to be used for large transmission lines)** 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

EASEMENT: (type of structure)

ROW # (Pg 3)

the damages suffered because of GRANTOR's inability to develop or benefit from the development of subsurface interests.

19. If GRANTOR determines at any time during the existence of the easement, that the easement 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**, GRANTOR may take any one of the following 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.
20. GRANTEE accepts liability and indemnifies GRANTOR for any loss that may be suffered by any person or property of GRANTEE or GRANTOR, GRANTEE's or GRANTOR's employees and agents, and anyone else, including members of the public, when such loss is in any way related to GRANTEE's use of the easement area and to GRANTEE's construction, operation, maintenance, and removal of **(type of structure)**. 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 the easement is abandoned or in any other way terminated.
21. 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.
22. 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.
23. This easement shall be a covenant running with the land and shall be binding on the heirs, successors, and assigns of the parties hereto.
24. This easement is subject to all existing easements and nothing in this easement supercedes any rights previously granted.
25. GRANTOR neither warrants nor agrees to defend title to the easement area.
26. This easement is also subject to the conditions in **(list exhibits)** which are attached and made a part of this easement.

EASEMENT: (type of structure)

ROW # (Pg 4)

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

GRANTOR:

STATE OF NORTH DAKOTA
BOARD OF UNIVERSITY & SCHOOL LANDS

Gary D. Preszler, Commissioner
of University and School Lands

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

On this _____ day of _____, 20_____, before me personally appeared Gary D. Preszler, 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

GRANTEE:

(NAME OF GRANTEE (All in Caps))

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

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally appeared _____ known to me to be the same person(s) described in and who executed this instrument, and acknowledged to me that _____ executed the same.

(S E A L)

Notary Public

**NORTH DAKOTA
BOARD OF UNIVERSITY & SCHOOL LANDS
State Land Department**

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.