

**KILLDEER PUBLIC SCHOOL BOARD  
SPECIAL MEETING  
BOARD ROOM  
TUESDAY, MARCH 19, 2024, 5:00 PM**



**AGENDA**

1. Call to Order
2. Approval of Agenda
3. Consider Road Easement and Right-of-Way Agreement

**PAYMENT AGREEMENT  
FOR ROAD EASEMENT AND RIGHT-OF-WAY AGREEMENT**

On this date \_\_\_\_\_, 20\_\_\_\_, the undersigned ("OWNER"), whether one or more, hereby consents and agrees to the payment arrangement set forth below regarding that certain ROAD EASEMENT AND RIGHT-OF-WAY AGREEMENT (an exact copy of which is attached hereto) covering the following described lands located in Dunn County, North Dakota:

Township 144 North, Range 97 West of the 5<sup>th</sup> P.M.  
Section 11: A 2-acre tract in SE4SE4, also known as Fayette School District Number 22

Continental Resources, Inc. ("OPERATOR") shall pay a **one-time, single lump sum payment of Two Thousand ---- and 00/100 Dollars (\$2,000.00)**, (this dollar amount represents the total compensation for the construction and use of an access road, the calculation and distance of which has been determined by survey), and shall be paid in full before construction commences and shall constitute full and complete payment for OWNER's execution of the Road Easement And Right-Of-Way Agreement, the easement granted thereunder and all damages arising out of or relating to the construction of said road.

If said OWNER owns less interest in the above-described land than the entire and undivided fee simple estate therein, then the payments herein provided for shall be paid to said OWNER only in the proportion which OWNER's interest bears to the whole and undivided fee.

It is expressly understood and agreed that the Road Easement And Right-Of-Way Agreement shall only be recorded upon the construction of the road. This payment shall be made only upon commencement of construction of the road.

**OWNER(S):**  
Killdeer School District Number 16

\_\_\_\_\_  
Levi Bang, President

\_\_\_\_\_  
April Dutchuk, Vice President

**OPERATOR:**  
Continental Resources, Inc.

By: \_\_\_\_\_

Name: Mark List

Title: Attorney-in-Fact

115th Ave SW

proposed well pad  
144-97-11 S2SE  
(Jeanie Dukart)

Fayette School District 22  
a 2-acre tract in 144-97-11 SESE

proposed access route

Section Line 144-97-11 & 14

Little Knife River



## ROAD EASEMENT AND RIGHT-OF-WAY AGREEMENT

### KNOW ALL MEN BY THESE PRESENT:

THIS ROAD EASEMENT AND RIGHT-OF-WAY AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Continental Resources, Inc., whose address is P.O. Box 269000, Oklahoma City, OK 73126, hereinafter referred to as “OPERATOR”, and Killdeer School District Number 16, whose address is P.O. Box 579, Killdeer, ND 58640, hereinafter referred to collectively as the “OWNERS.”

WHEREAS, OWNERS own the surface estate or otherwise controls the surface rights in and to the following described lands (the “Property”) located in Dunn County, State of North Dakota:

Township 144 North, Range 97 West of the 5<sup>th</sup> P.M.  
Section 11: A 2-acre tract in SE4SE4, also known as Fayette School District Number 22

WHEREAS, OPERATOR owns or operates mineral leases and rights, including oil and gas leases underlying or in the vicinity of the Property or lands pooled or unitized therewith and desires to use the surface of the Property in order to access and develop an oil and gas well site; and

WHEREAS, OWNERS and OPERATOR desire to stipulate and agree as to the rights and interests to be granted by OWNERS to OPERATOR and the compensation to be paid for such rights and interests for use of the surface and subsurface of the Property to access and develop an oil and gas well drill site.

NOW, THEREFORE, OWNER, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, and additional consideration paid pursuant to that certain Payment Agreement for Road Easement and Right-of Way Agreement executed concurrently with this Agreement, OWNER and OPERATOR agree as follows:

1. OWNERS do hereby grant to OPERATOR an easement and right-of-way for the use of the Property to access oil and gas well sites, to build a new road, utilize any existing road, or make improvements to any existing access road on the Property.
2. OWNERS do hereby, further, release OPERATOR, its agents, contractors, employees, successors and assigns, from any and all claims, demands and causes of action arising under the law or growing out of any damages of any kind that are sustained to the Property by use of any access roads on the Property as a result of the construction, utilization or improvement of said roads for access to well sites and operational activities conducted by OPERATOR across the Property.
3. The provisions of this Agreement are intended to cover the road easement and right-of-way granted hereunder and normal damages incidental to the operational activities, construction and usage of any access road on the Property and shall not be construed to include any extraordinary damages sustained thereon.
4. OWNERS shall be indemnified and held harmless against all claims and liabilities arising out of the operations of OPERATOR, its contractors, successors and assigns on the lands, except to the extent caused by the negligence or willful misconduct of OWNERS.
5. OWNERS represent and warrant that they have the full right and authority to enter into this Agreement, and the OWNERS have not assigned or transferred their ownership interest in the Property.
6. OWNERS hereby stipulate and acknowledge that all statutory notice requirements imposed upon OPERATOR pertaining to the use and construction of any access road on the Property, including those imposed by North Dakota Century Code 38-11.1-04.1, are hereby waived.

7. OPERATOR shall have the right to assign this Agreement without OWNER's consent. In the event of OPERATOR's assignment of its rights hereunder, OPERATOR shall have no further obligations under this Agreement. OWNER may assign, sell or transfer its rights in this Agreement and the Property subject to the terms and conditions of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
  
8. This Agreement may be executed in any number of counterparts and shall be binding upon all parties who have executed such a counterpart with the same force and effect as if all parties had signed the same document.

This Agreement may be subject to an unrecorded Addendum.

IN WITNESS WHEREOF, this Road Easement and Right-of-Way Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER(S):**  
Killdeer School District Number 16

**OPERATOR:**  
Continental Resources, Inc.

\_\_\_\_\_  
Levi Bang, President

By: \_\_\_\_\_

Name: Mark List

\_\_\_\_\_  
April Dutchuk, Vice-President

Title: Attorney-in-Fact

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said County and State, personally appeared Levi Bang and April Dutchuk, known to me to be the President and Vice-President, respectively, of the Killdeer School District Number 16, who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such a school district for the uses and purposes therein set forth, and in the capacity herein stated.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal, the day and year last above written.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

CORPORATE ACKNOWLEDGMENT

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Mark List, as Attorney-in-Fact for Continental Resources, Inc., an Oklahoma corporation, on behalf of the corporation.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

4. Adjourn