

BORROW



Overview

- Background - Ray Barchenger
- Design - Leon Eckroth
- Scouting Borrow - Roxinne A. McPhail
- Negotiator & Landowner Discussion - Brad Faiman
- NEW Borrow Option Form - Mike Knox

Overview Continued

- Contractor Payments - Justin Ramsey
- Cultural Resources - Greg Wermers
- Materials & Research - Matt Kurle
- Bismarck District - Loren Lee

Design - Leon Eckroth



Borrow Determination Process

- Create a Profile
 - May be Major Changes to Existing Profile
 - Or Not

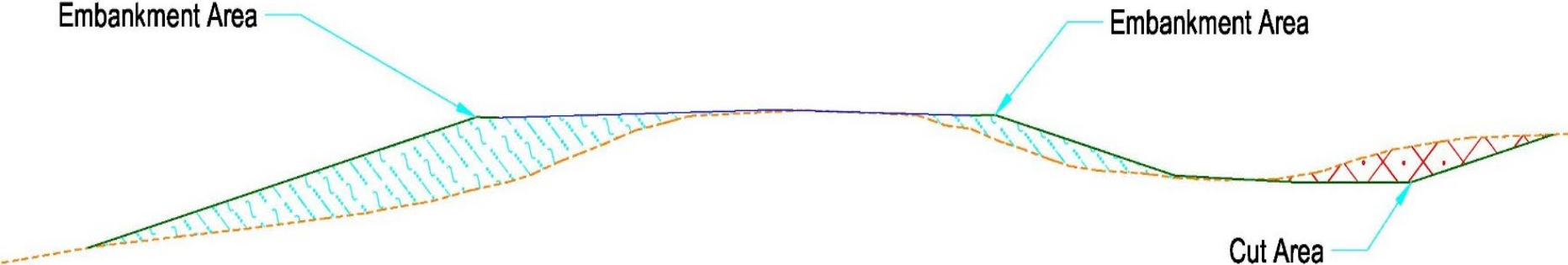
- Create a Typical(s) if needed for modeling
 - Simple Typical Section
 - Very Complex Typical Section

Simple Typical Section

Embankment Area

Embankment Area

Cut Area



What Determines Borrow?

Earthwork

- Just the difference between the embankment areas and the cut areas
- Don't forget about shrinkage in the embankment areas
- Designer should include shrinkage in the amount of borrow needed when given to ROW

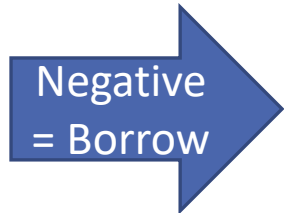
Is Calculating Borrow Black Magic?

- No Black Magic involved!
- We Simply use MicroStation!
 - MicroStation uses the provided typical and profile to build the roadway as desired by the user
 - MicroStation then provides Design with an Earth Summary and Mass Diagram if desired



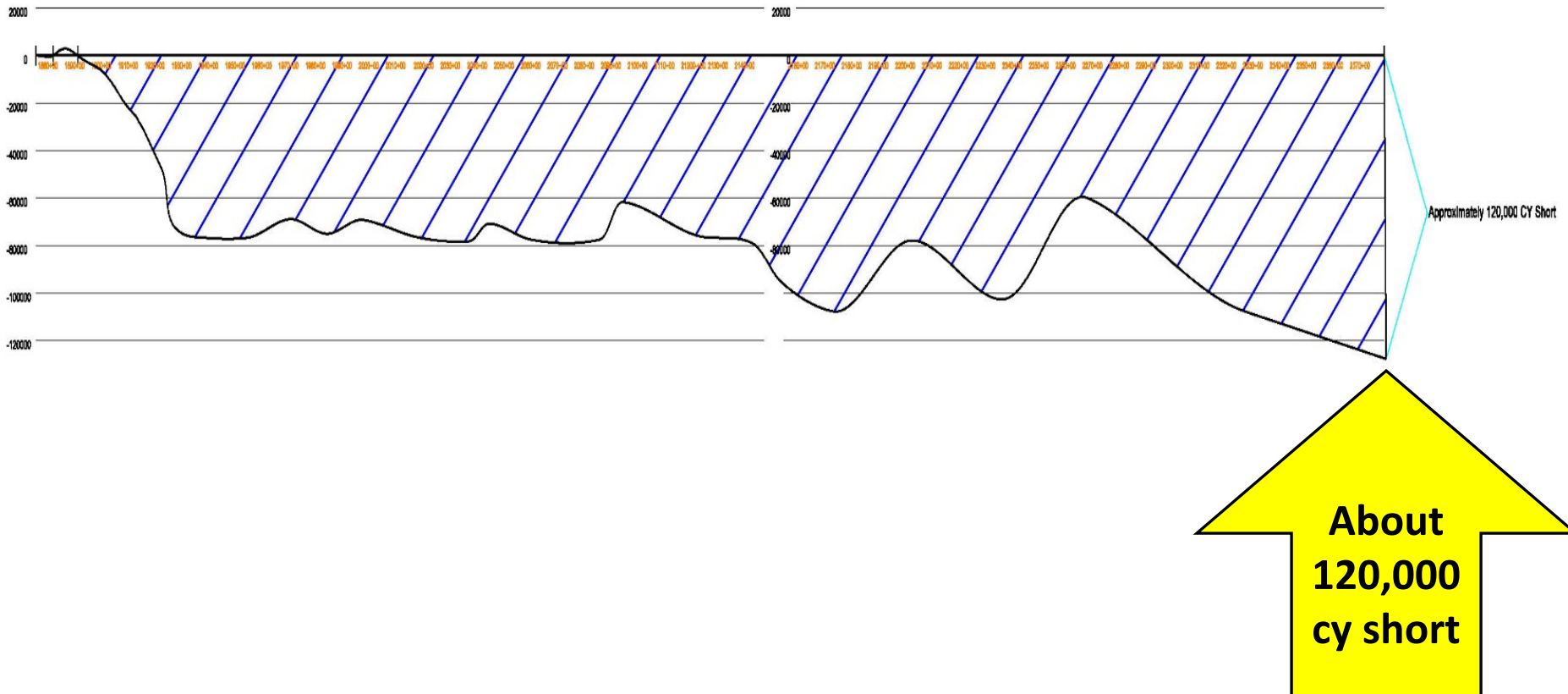
Earth Summary

| Station | Shrinkage Factor | Cut Areas | | | Shrinkage Factor | Fill Areas | | | Mass Ordinate |
|---------------|------------------|-----------|--------|----------|------------------|------------|--------|----------|---------------|
| | | Area | Volume | Adjusted | | Area | Volume | Adjusted | |
| 5259+68.00 R1 | | | | | | | | | 0 |
| 5259+72.00 R1 | 1 | 49 | 3.7 | 3.7 | | | | | 3.7 |
| 5259+90.93 R1 | 1 | 28 | 27.3 | 27.3 | | | | | 31 |
| 5260+00.00 R1 | 1 | 24 | 8.8 | 8.8 | | | | | 39.8 |
| 5260+29.99 R1 | 1 | 9 | 18.4 | 18.4 | 1.25 | 9 | 4.8 | 6 | 52.2 |
| 5260+68.01 R1 | 1 | 5 | 10.3 | 10.3 | 1.25 | 8 | 12 | 15 | 47.6 |
| 5260+72.01 R1 | 1 | 5 | 0.8 | 0.8 | 1.25 | 8 | 1.2 | 1.6 | 46.8 |
| 5261+00.00 R1 | 1 | 2 | 3.9 | 3.9 | 1.25 | 12 | 10.5 | 13.1 | 37.6 |
| 5261+10.00 R1 | 1 | 2 | 0.8 | 0.8 | 1.25 | 15 | 4.9 | 6.1 | 32.3 |
| 5261+19.00 R1 | 1 | 2 | | | | | | | |
| 5363+00.00 R1 | 1 | 2 | 5.4 | 5.4 | 1.25 | 13 | 62 | 77.5 | -8135.7 |
| 5364+00.00 R1 | 1 | 1 | 6.1 | 6.1 | 1.25 | 15 | 51.9 | 64.8 | -8194.3 |
| 5364+35.00 R1 | 1 | 2 | 2.1 | 2.1 | 1.25 | 5 | 12.9 | 16.2 | -8208.5 |
| 5364+49.96 R1 | 1 | 1 | 0.7 | 0.7 | 1.25 | 0 | 1.3 | 1.6 | -8209.3 |
| 5365+00.00 R1 | 1 | 0 | 0.7 | 0.7 | 1.25 | 0 | 0.1 | 0.1 | -8208.7 |
| 5365+15.00 R1 | 1 | 1 | 0.2 | 0.2 | 1.25 | 0 | 0.1 | 0.2 | -8208.7 |
| 5365+98.00 R1 | 1 | 1 | 3 | 3 | 1.25 | 14 | 22.3 | 27.9 | -8233.6 |
| Grand Total: | | | 347.4 | 347.4 | | | 6864.9 | 8581.1 | |



Quick Mass Diagram

as Visual Check



When does ROW get Involved?

Anytime the amount of borrow exceeds

50,000 CY's per project

(This is being updated in the Design Manual.)

If less <50,000 it is usually contractor furnished

There are always special considerations

ROW Involvement

- Design sends an e-mail or Memo to their respective ROW liaison (include Mike Knox, ROW Program Manager) **with the following:**
 - Project Number
 - PCN
 - Location of Project (Scope or Work, SOV map, etc.)
 - Amount of Borrow needed and desired locations (if needed in more than one location)

More Black Magic?

Maybe?

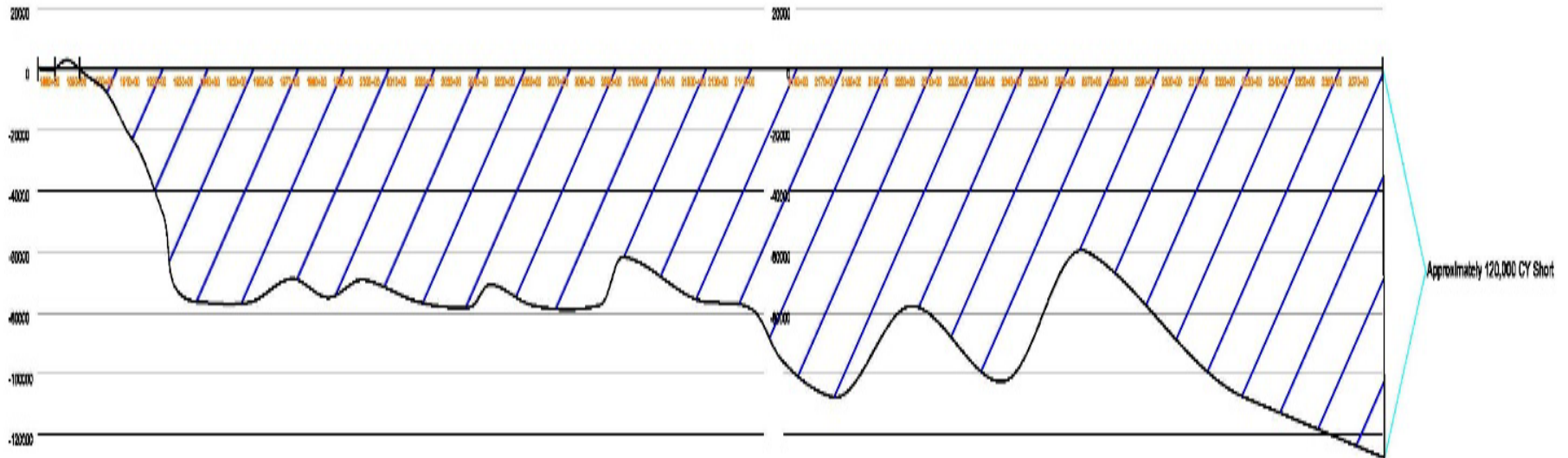


- After ROW receives borrow needs from Design, they work their magic and send the information to Design
- Design will then use the borrow information from ROW and include it in any new earthwork runs

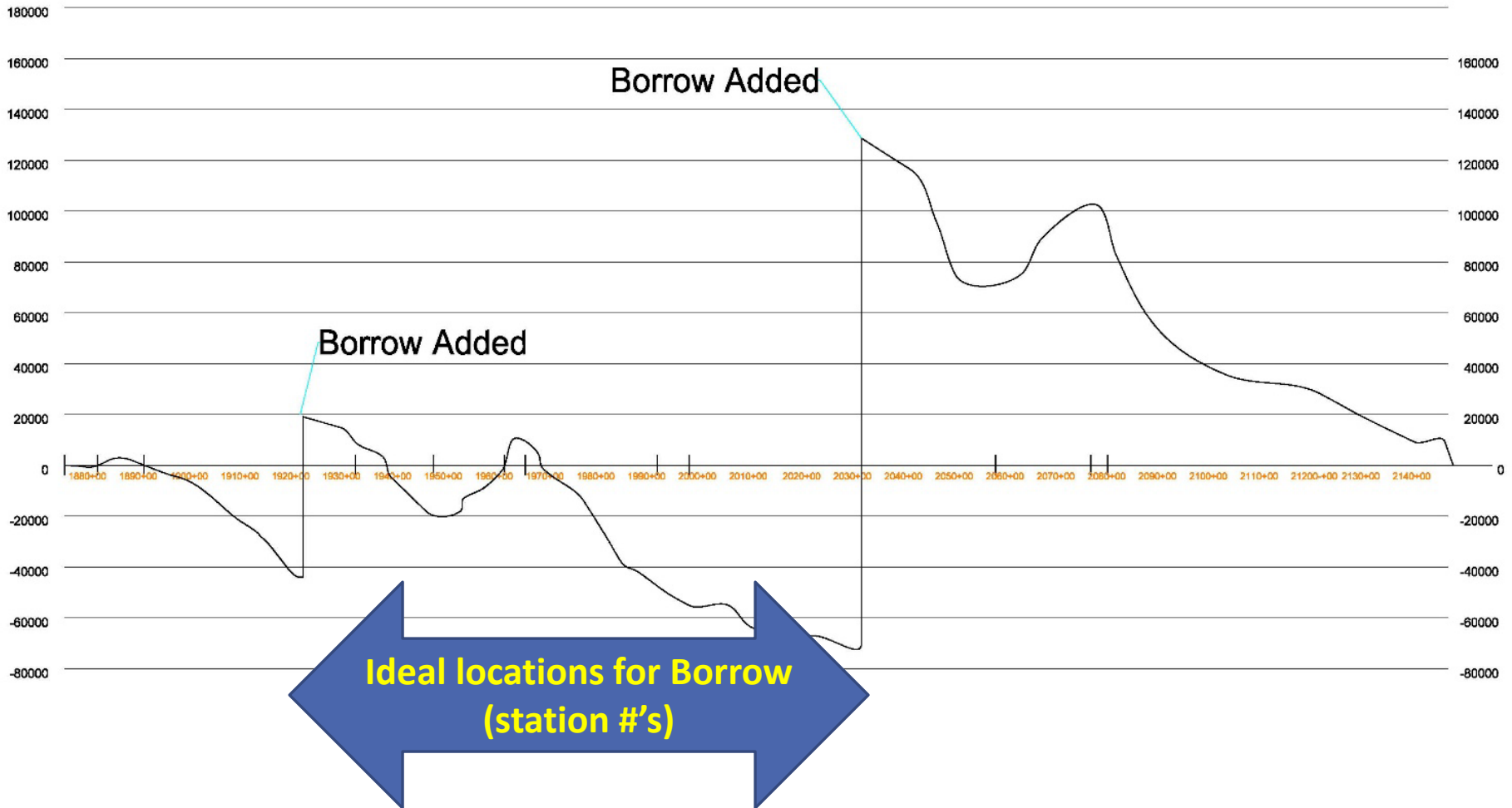
Design - Final Steps

- Make new earthwork runs
- Create new Mass Diagram for final Plans
- Add Borrow information to final Plan Sheets
 - Title Sheet
 - Scope of Work
 - Plan & Profile

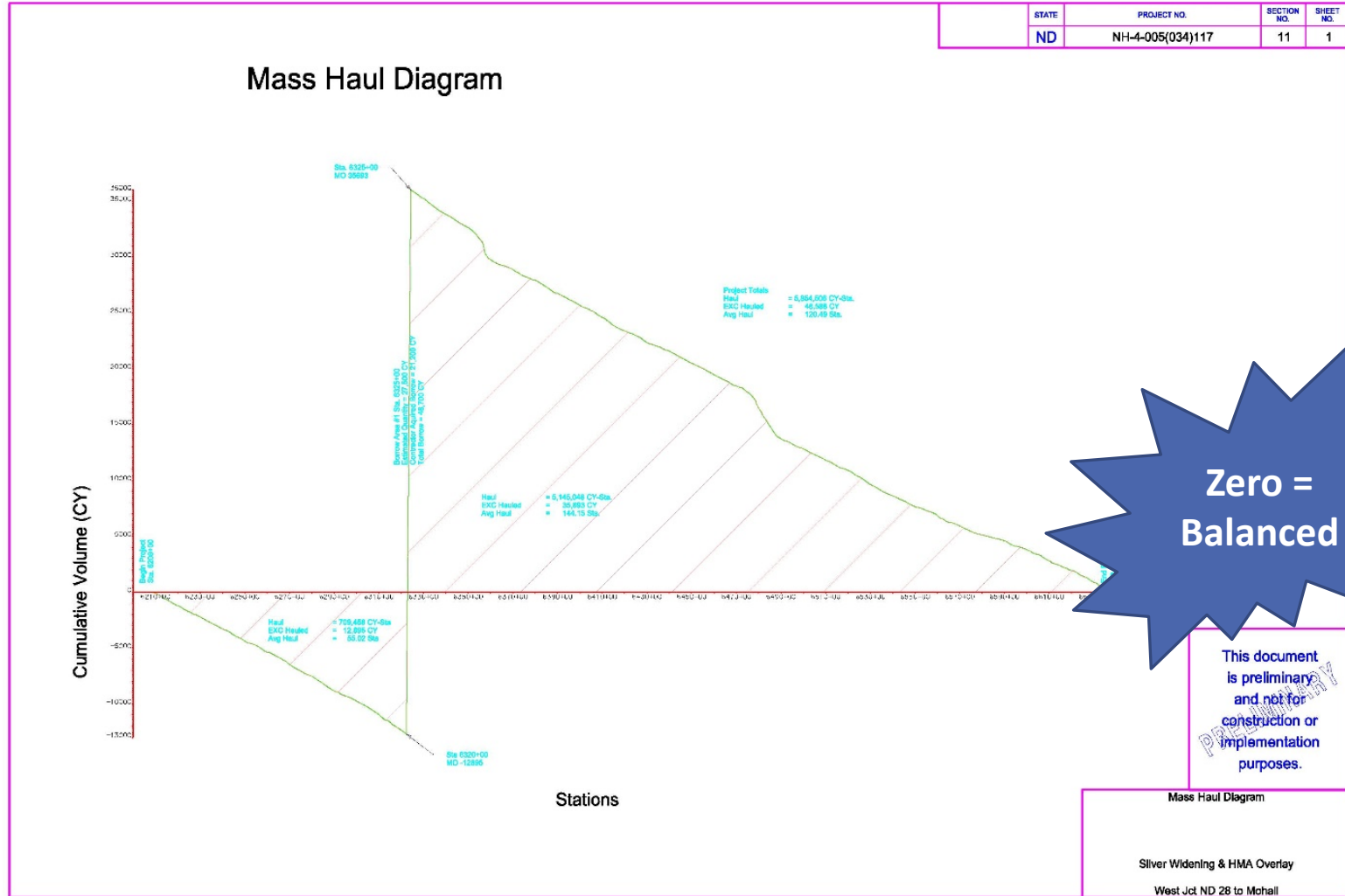
Old Mass Diagram



New Mass Diagram



Example



Title Sheet

| DESIGN DATA (RP 99.605 to RP 111.599) | | | |
|--|------------------|-------------|--------------|
| Traffic | Average Daily | | |
| Current 2017 | Pass: 360 | Trucks: 170 | Total: 530 |
| Forecast 2037 | Pass: 540 | Trucks: 255 | Total: 795 |
| DESIGN DATA (RP 111.599 to RP 117.592) | | | |
| Traffic | Average Daily | | |
| Current 2017 | Pass: 485 | Trucks: 185 | Total: 670 |
| Forecast 2037 | Pass: 725 | Trucks: 280 | Total: 1,005 |
| Clear Zone Distance: Existing | Design Speed: 65 | | |
| Minimum Sight Dist. for Stopping: Existing | Bridges: | | |
| Sight Dist. for No Passing Zone: Existing | | | |
| Pavement Design Life 20 (years): Existing | | | |
| Design Accumulated One-way | ESALS: N/A | | |

JOB # NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

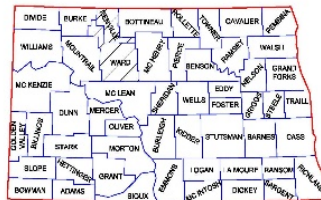
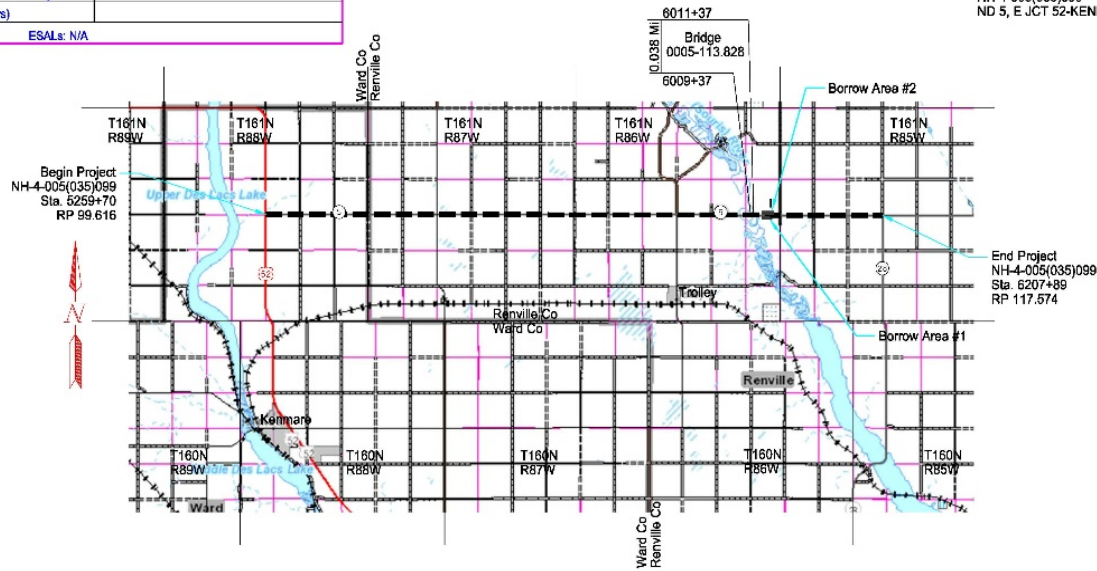
NH-4-005(035)099
Renville & Ward Counties
ND 5, E Jct 52 - Kenmare - W Jct 28
Sliver Widening & HMA Overlay

| STATE | PROJECT NO. | PCN | SECTION NO. | SHEET NO. |
|-------|------------------|-------|-------------|-----------|
| ND | NH-4-005(035)099 | 21666 | 1 | 1 |

GOVERNING SPECIFICATIONS:
2014 Standard Specifications adopted by the North Dakota Department of Transportation and the Supplemental Specifications effective on the date the project is advertised.

| PROJECT NUMBER \ DESCRIPTION | NET MILES | GROSS MILES |
|---|-----------|-------------|
| NH-4-005(035)099 ND 5, E JCT 52-KENMARE-W JCT 28 | 17.920 | 17.958 |

0.038 MI deducted for bridge



STATE COUNTY MAP

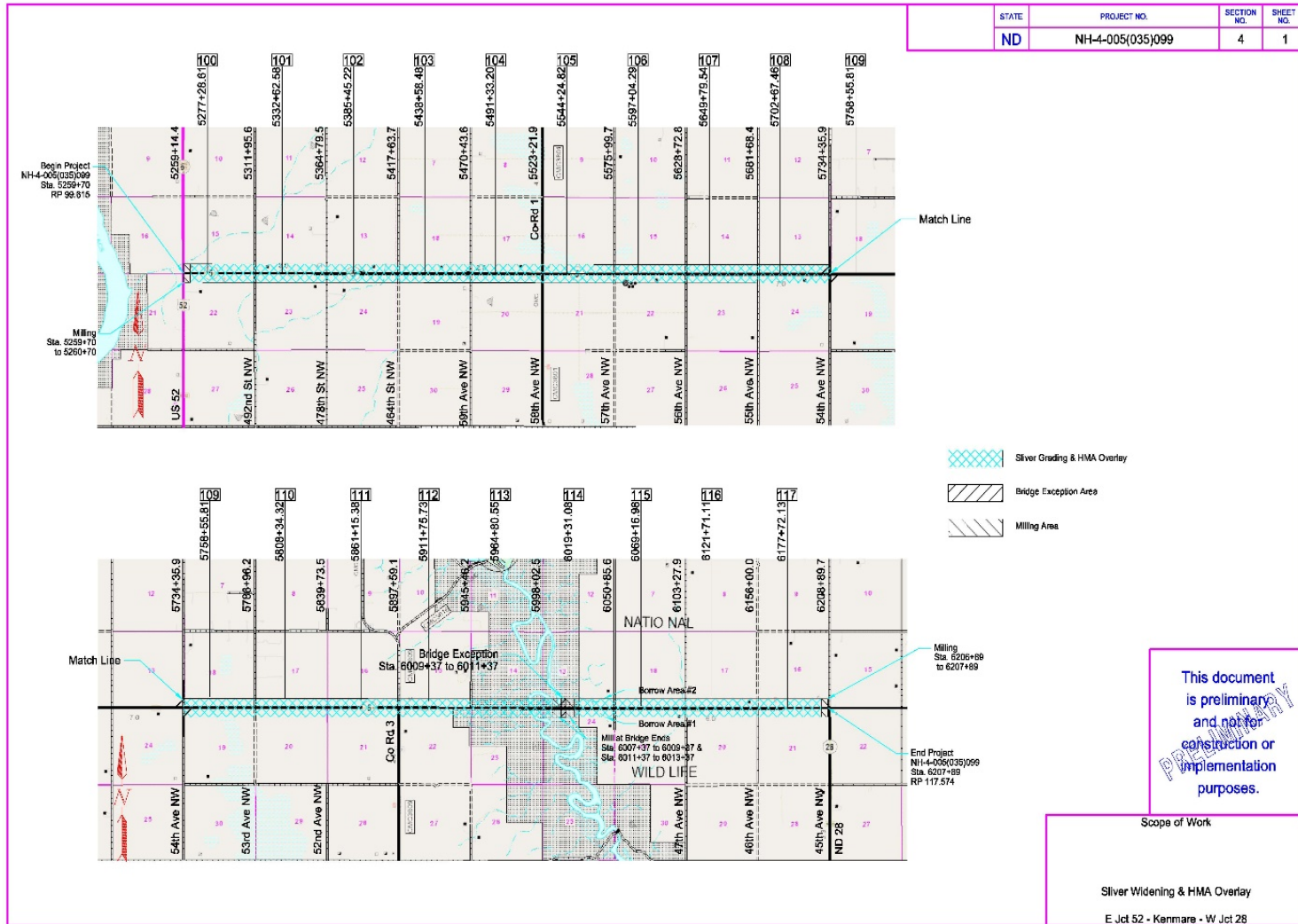
NDDOT DESIGN DIVISION

This document is preliminary and not for construction or implementation purposes.

| |
|-----------------------------------|
| DESIGNER Leon Eckroth |
| DESIGNER Edit - Type Name Only |
| DESIGNER Edit - Type Name Only |

ND DEPARTMENT OF TRANSPORTATION
OFFICE OF PROJECT DEVELOPMENT

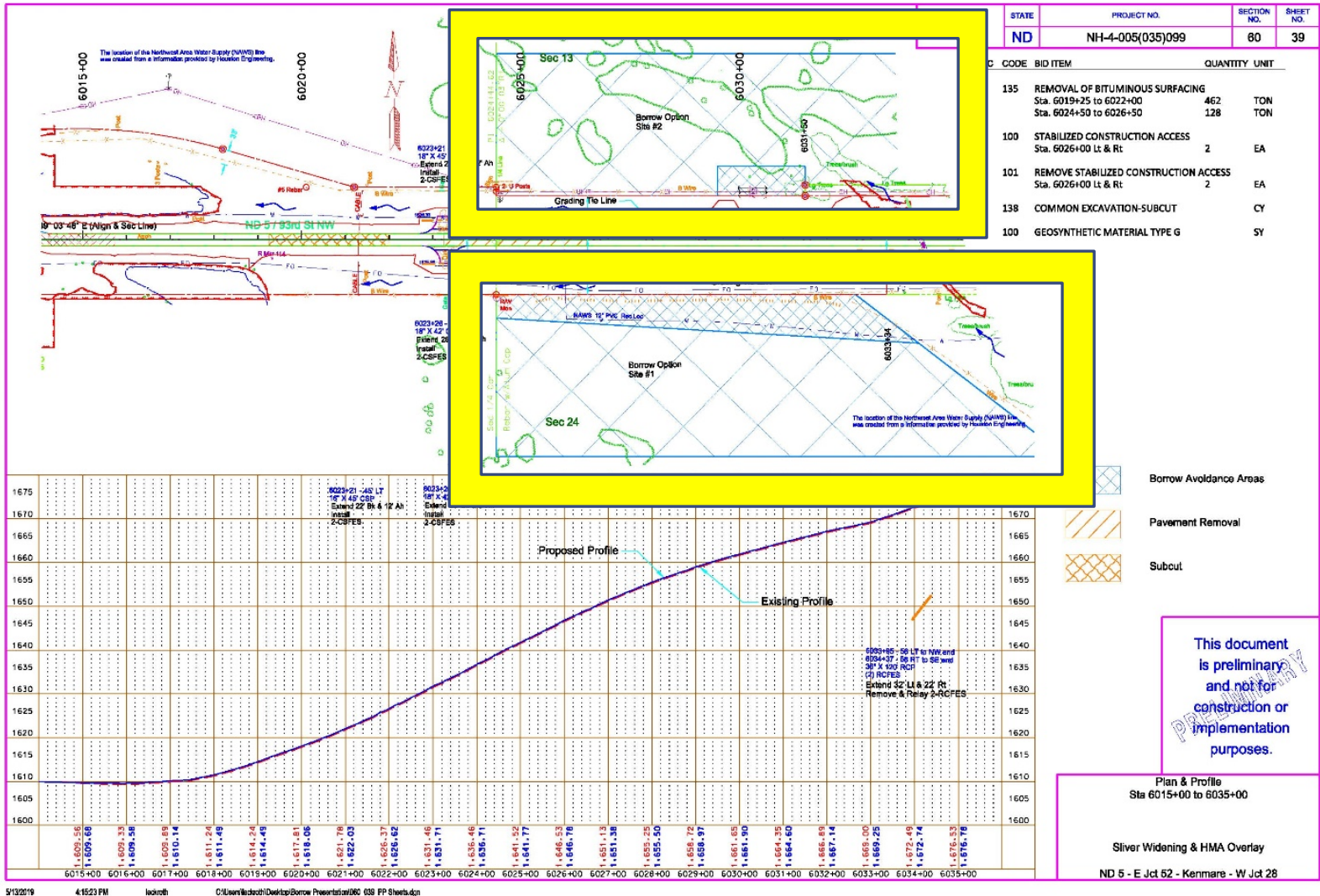
Scope Of Work



5/3/2019 4:32:27 PM lcketh R:\project\4005035\design\PLAN\WCSW_001_Scope of work.dgn

This document is preliminary and not for construction or implementation purposes.

Plan & Profile Sheet



5/13/2019 4:18:23 PM lockroth C:\Users\lockroth\Desktop\Borrow Presentation\03_038_PP Sheets.dgn

Scouting Borrow - Roxinne A. McPhail



NDDOT
North Dakota
Department of Transportation

How Much Dirt?

Preliminary #'s

Balancing

Scope changes

Curve balls



Ideal Site

Willing
Landowner???

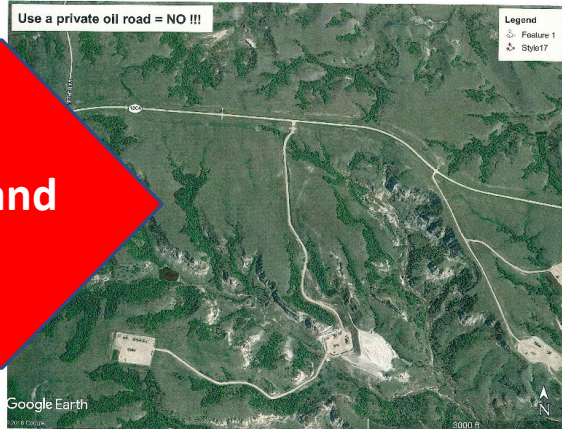
Woops,
no hill



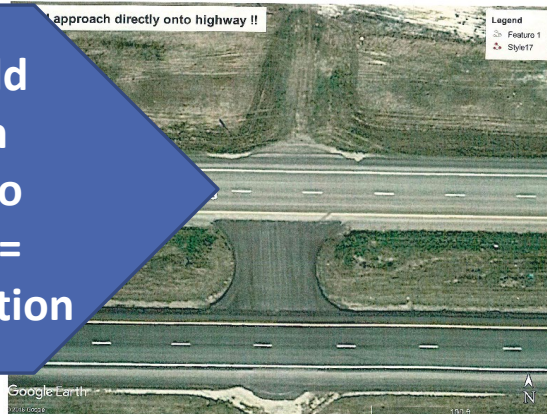
Check online
for elevation
changes

Access and Hauling

Avoid private roads and county roads



Good field approach directly to highway = Great option



Success story!! Site had direct access to the highway so it was used for both NDDOT and Dike work done by Minot. Used several years by multiple entities.



Some avoidance areas for wetlands

Access to Hwy here

Public Meeting Outreach

Talk About Borrow

- Quantity
- # of Sites
- Timing



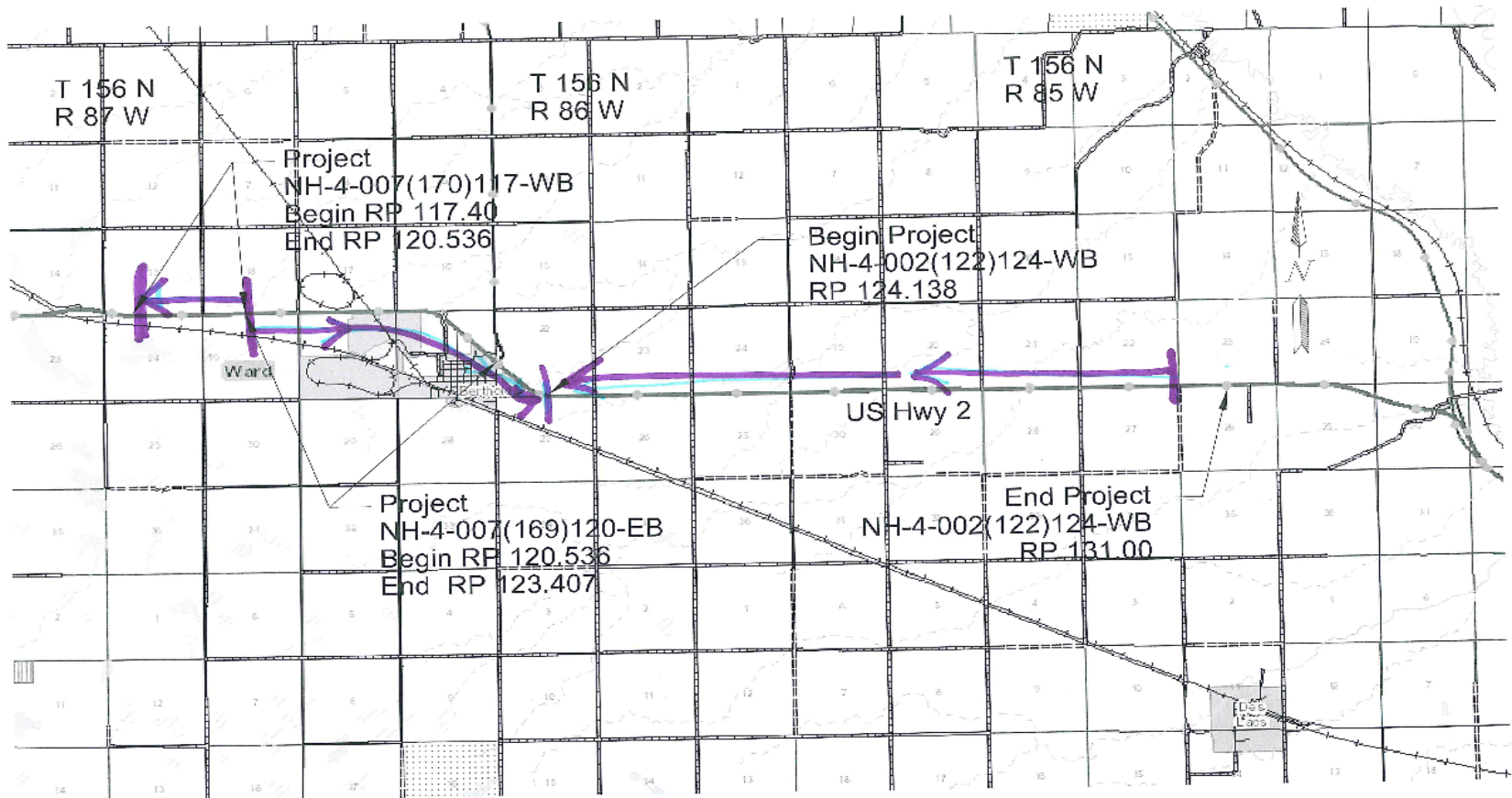
District Snow Problems



Utility Conflicts

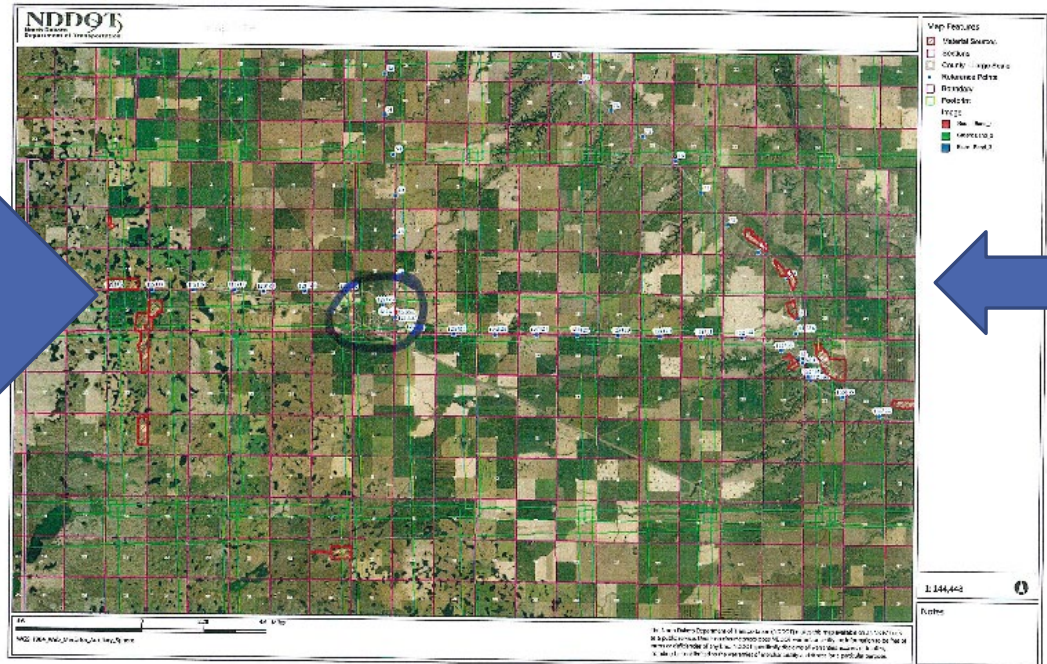


Project Scope



Previously Cleared sites (COA)

COA's may exist and still have borrow



Info Gathering Recap

- Work with Design to get quantity and Project Scope
- Cultivated field with direct access to highway or short haul
- Public Outreach results
- District Snow Problems
- Utilities Conflicts

Desktop Investigation

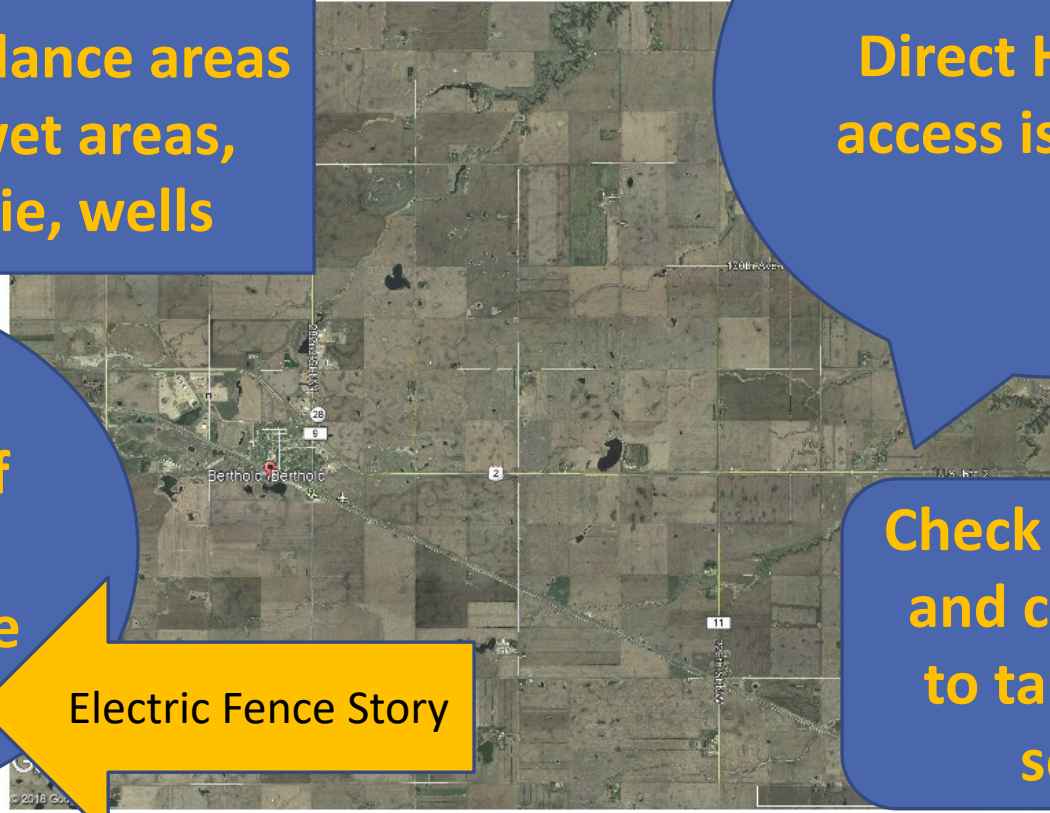
Look for avoidance areas
Buildings, wet areas,
virgin prairie, wells

Check for
animals and if
temporary
fencing will be
required

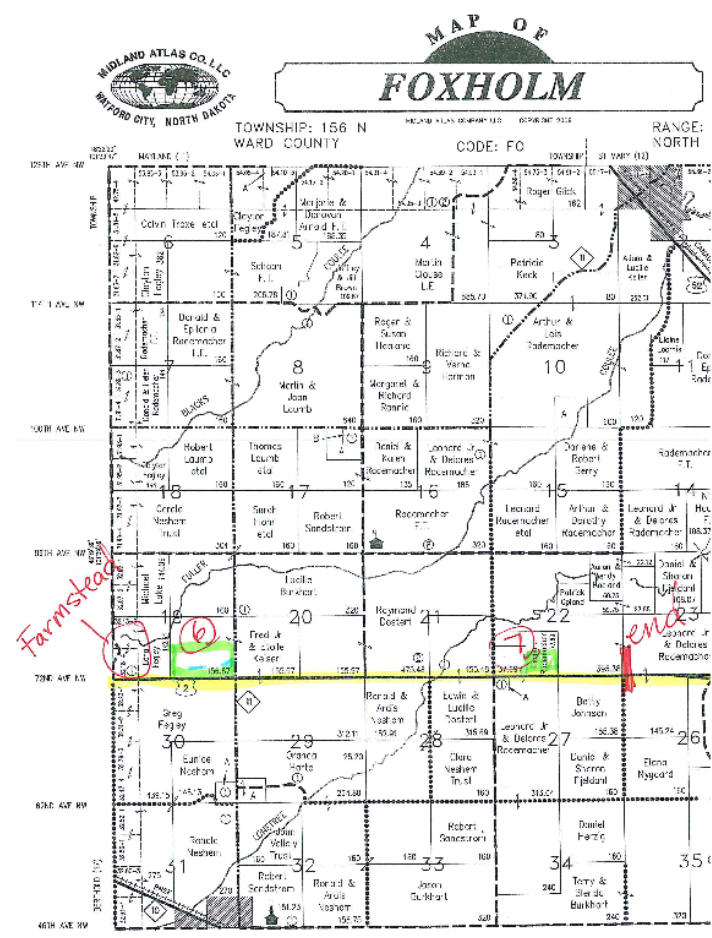
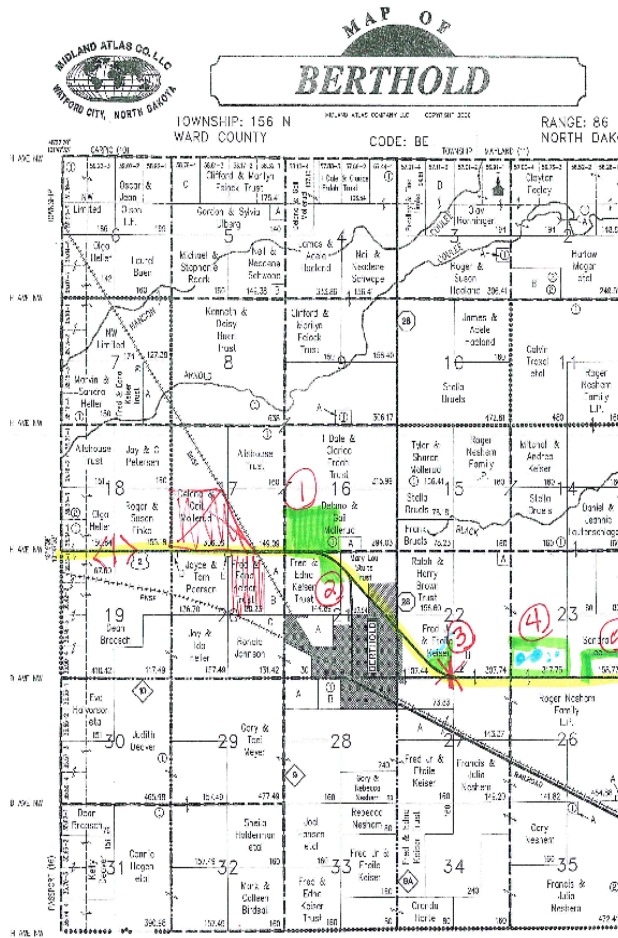
Electric Fence Story

Direct Highway
access is optimal

Check elevations
and cultivation
to target your
search



County Atlas Pages

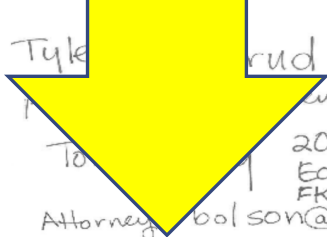


Confirming Ownership

Quick check of Title

Contact # and Address

Complications???

- 
- ① S $\frac{1}{2}$ 16-156-86 Tyle rud (Mollerud Family)
 - ② NE $\frac{1}{4}$ NW $\frac{1}{4}$ S $\frac{1}{2}$ Hwy 2 21-156-86 To 2018 PR
Edna Cairns
FKA Edna Keiser
Attorney: bolson@springlend.com
 - ③ SW $\frac{1}{4}$ N of Hwy 22-156-86 Mitchell Keiser
3105 Woodside Dr. Minot 58701
 - ④ S $\frac{1}{2}$ SW $\frac{1}{4}$ 23-156-86 Roger Nashem et al Rock Roll LP
+ Cheryl
24001 30th Ave NW Berthold 58718
 - ⑤ S $\frac{1}{2}$ SE $\frac{1}{4}$ 23-156-86 Sandra Lee easement
3498 Meadowgate Dr
Murraysville PA 15668
 - ⑦ SE $\frac{1}{4}$ SW $\frac{1}{4}$ 22-156-85
 - ⑥ S $\frac{1}{2}$ SE $\frac{1}{4}$ 19-156-85 Fred Jr + Etoile Keiser
Frederick W Keiser JR (2011)
Mitchell Keiser Fraud
2134 14th St NW 21 counts
Minot ND 58703
- Add COA's in area \leftarrow None

Borrow Intro Letter



Spring 2019

Landowner

.
. .
.

Dear Landowner Family,

The NDDOT needs about 185,000 cubic yards of dirt from 3 or 4 sites along our project...

Keep it to one page

Estimate Quantity

Number of sites

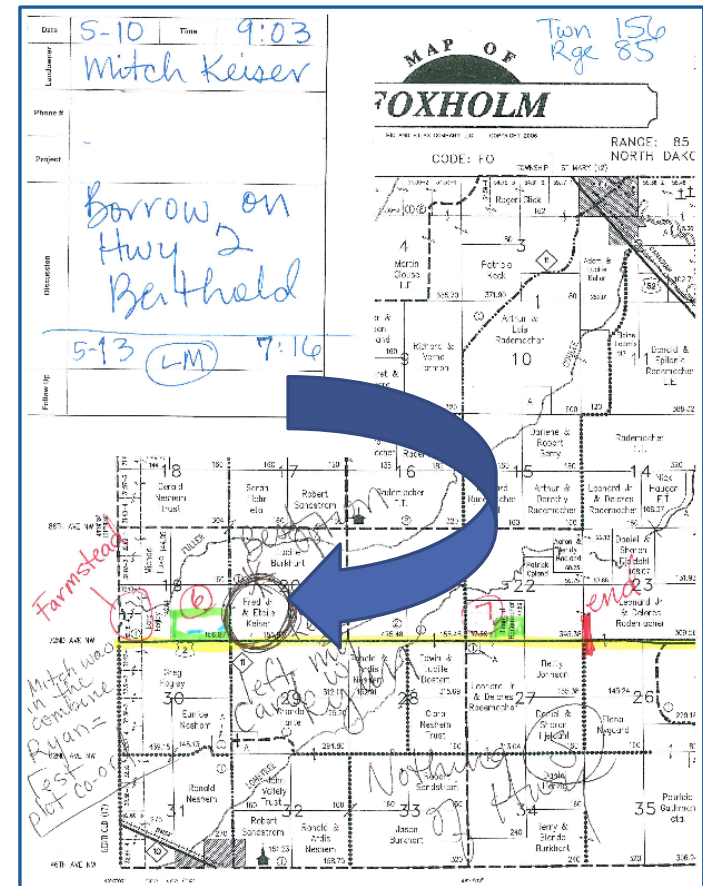
Hill in a cultivated field

Atlas with Investigation Notes

After driving the project and the surrounding areas I narrowed down the choices.

The distance to previously cleared sites bore witness to the lack of available borrow directly adjacent to the highway.

Only one site was viable...



Schedule Meeting with Landowner at Schatz in Minot



Negotiator & Landowner Discussion

- Brad Faiman



NDDOT
North Dakota
Department of Transportation

What is an Option

- Borrow Option is included in the plans
 - Contractor has the option to use optioned borrow sites
 - Contractor may select a different site to use



Kitchen Table Discussion with Landowner

- Be Proactive and Explain Benefits
 - Monetary benefit – ex. 100,000 cubic yards at \$0.50/C.Y. = \$50,000 (potential income)
 - Cutting hills / Leveling cropland / Snow traps



Explain How Site Will Be Used

- Top Soil will be stripped and stored on site until reclamation takes place after borrow is removed
- Explain to landowner that a certain amount of acreage will be needed in order to store top soil, rocks, and an area to be used in order for trucks to maneuver
- Not used for project staging area

Negotiating Prices

- Market Driven
- Differences across the State
 - Typically more in the Oil Field in Western North Dakota and in the Red River Valley
- NDDOT approval required if more than **\$0.50/C.Y.** is offered



Walk / Inspect the Site with Landowner

- Visit about where the landowner prefers to have borrow removed from on the site
- Do a visual inspection to confirm if there is enough borrow available
- Ask about additional site options



Discussion – Landowner Location Preference, etc.

- Discuss specific areas within optioned acreage where landowner **prefers** borrow to be taken from
 - Mark on an aerial map
 - Exhibit A in Borrow Option

Fencing and Access

- Specify within Borrow Option under additional conditions
 - Fencing, access, and approach locations shall be discussed with landowner prior to entering site

Tenants

- Add Tenant information under Additional Conditions
- Ask landowner to inform Tenant of Borrow Option
 - In typical situation, landowner notifies Tenant and the two of them work out cash rent payments or rent adjustments depending on disturbed acreage

Borrow Now vs. Borrow Then

- Topsoil is stockpiled and restored
- Contractors are taking more care to ensure reclamation is adequate
- NDDOT involvement
 - Better communication between landowners and contractors
 - Project Engineer involvement

NEW Borrow Option Form

- Mike Knox



PCN

| | | |
|--|--|--|
| | | |
|--|--|--|

| | |
|--------------------|------------|
| Project | |
| County | |
| Borrow Area Number | COA Number |

Borrow Option Agreement

Use of borrow option agreement is subject to an Environmental Review, Cultural Resource Survey, Soil Survey, and a Utility Review.

| | | | |
|-------------------------------------|------------|-------|----------|
| <input checked="" type="checkbox"/> | Grantor(s) | | |
| Grantor(s) Address | City | State | ZIP Code |

ADD GRANTOR

| | |
|---------------------|------------------|
| Contact(s) | |
| Telephone Number(s) | Email Address(s) |

| | | | |
|-------------------------------------|-----------|---------------------|----------|
| <input checked="" type="checkbox"/> | Mortgagee | Grantor(s) Initials | |
| Mortgagee(s) Address | City | State | ZIP Code |

ADD MORTGAGEE

| | | | |
|---------------|--------------------------------------|-------------------------------|-------|
| Location | Section | Township | Range |
| Consideration | Approximate Total Borrow Cubic Yards | Purchase Price Per Cubic Yard | |

For the sum of the dollar amount listed above and other valuable consideration, the undersigned, for themselves, their heirs, executors and assigns, hereinafter referred to as "Grantor(s)," agree to sell and convey unto the state of North Dakota, for and on behalf of the North Dakota Department of Transportation, hereinafter referred to as NDDOT, all of the fill material suitable for highway purposes, located in and upon the following-described tract or parcel of real estate situated in the above County, North Dakota, specifically:

Specific Legal Description

See Exhibit A for an approximate overlay of above described tract or parcel of land.

Grantor(s) covenant that they are well seized of the property described above, and have the right to grant this material option on behalf of themselves, their heirs, successors, and assigns, free of any encumbrances or other impairments preventing the removal of such material.

The Grantor(s) further agree(s) that NDDOT and its assigns shall have full and free right of entry upon and use of said land for the purpose of removing such material.

The Grantor(s) shall be compensated for the material removed at the purchase price per cubic yard listed above.

In addition, if any material is removed from the option site, NDDOT or its assigns (Contractor), will perform the following:

Contacts – Who is main contact for contractor to call?

Mortgage information with Grantor initial(s)

Location: Portion of SW1/4NE1/4

**NEW EXHIBIT A:
Overlay map showing preferred borrow area approved by landowner**

| NDDOT Responsibilities |
|--|
| 1. Pay cash rent on the disturbed acreage at the rate of \$ _____ per acre. If the optioned area is still being utilized for borrow after May 15th of the following year, an additional year's cash rent will be paid. |
| 2. Make an additional rehabilitation payment on the disturbed acreage in the sum of \$ _____ per acre. |
| 3. Make an additional payment of \$ _____ per acre if the area excavated was seeded when the work commenced. (Cropland input cost as determined by NDDOT.) |
| 4. Final Payment will be made AFTER Pit Release is turned in and complete. |

| Contractor Responsibilities |
|--|
| 1. The Contractor will contact the Grantor(s) to determine a removal plan and final leveling requirements. A copy of the final plan signed by the Grantor(s) and Contractor will be submitted to the NDDOT engineer before any borrow is removed. |
| 2. Within 30 days of opening the borrow pit, the Contractor shall make an initial payment to the Grantor(s) equal to 80% of the minimum payment. <u>Minimum payment amount is calculated as follows:</u> (_____ total cubic yardage optioned X rate per cubic yard \$ _____) X (_____ 50 % from below) = \$ _____ 0.00 Total Minimum Payment X 80% = \$ _____ 0.00 Initial Payment Due to Grantor(s) Percent of total cubic yards used for minimum payment calculation: (≤50,000 cubic yards = 50%) (50,001 ≤100,000 cubic yards = 40%) (>100,000 cubic yards = 30%) |
| 3. The remaining balance of the minimum payment (\$ _____ 0.00) plus the remaining balance of the royalty payment (based on the total amount of borrow quantity removed) shall be made by the contractor within 30 days after the Contractor has obtained a pit release from the Grantor(s). |
| 4. Prior to excavation of material, a minimum depth of 6" topsoil will be stripped. In those areas where topsoil depth is in excess of 6", a maximum of 12" will be stripped. When the excavation work is completed the topsoil will be redistributed over the disturbed area. Adequate drainage will be provided as part of the reclamation of the disturbed property. If the reclaimed area is not cropland, it will be seeded to grass unless otherwise requested by the Grantor(s) within this agreement. |

Additional Conditions:

It is mutually agreed between the parties hereto that the state, through NDDOT, may assign the right to exercise this option to other entities or persons to take fill material for highway improvement from the land herein described, and that said assignee shall pay to the parties to whom the state itself would pay for such material taken, at the same rate as the state itself would pay if the material were taken by the state under this borrow option agreement. Assignee shall notify the Grantor(s) in writing that assignee is exercising NDDOT's option and promptly present a detailed excavation plan to the Grantor(s).

This borrow option shall expire upon completion of the project, or at the end of five years, whichever occurs first. In the event that the project number changes, this option shall transfer and remain valid as long as the Certificate of Approval (COA) number remains the same. If the COA number changes, this borrow option agreement is void.

NDDOT will not record this borrow option agreement.

The Grantor(s) will be given written notification if this option is not approved by NDDOT.

Once the COA is obtained, the NDDOT will forward a copy to the Grantor(s).

This borrow option agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute on and the same instrument.

Borrow Option Agreement

NDDOT Payment made after signed Pit Release & Borrow Area Status Report turned into ROW

**Additional Conditions:
Fencing/Seeding/Tenant info/
Who gets paid and payment splits**

Written notification to Grantor(s) if option is not approved by NDDOT

Copy of COA mailed to Grantor(s)

BORROW OPTION AGREEMENT - CONTRACTOR

North Dakota Department of Transportation
Environmental & Transportation Services

| | | |
|-----------------------------|--|------------------------------------|
| PCN <input type="text"/> | Project <input type="text"/> | County <input type="text"/> |
| | Borrow Area Number <input type="text"/> | COA Number <input type="text"/> |

| | | | |
|--|---|-------------------------------|----------------------------------|
| Grantor(s) | | | |
| Grantor(s) Address <input type="text"/> | City <input type="text"/> | State <input type="text"/> | ZIP Code <input type="text"/> |
| Contact(s) <input type="text"/> | Telephone Number(s) <input type="text"/> | | |

| | | | |
|--|---|----------------------------------|-------------------------------|
| Location <input type="text"/> | Section <input type="text"/> | Township <input type="text"/> | Range <input type="text"/> |
| Approximate Total Borrow Cubic Yards <input type="text"/> | Purchase Price Per Cubic Yard <input type="text"/> | | |
| Legal Description of Optioned Area: <input type="text"/> | | | |

If any material is removed from the option site, NDDOT or its assigns (Contractor), will perform the following:

| |
|---|
| NDDOT Responsibilities |
| 1. Pay cash rent on the disturbed acreage at the rate of \$ <input type="text"/> per acre. If the optioned area is still being utilized for borrow after May 15th of the following year, an additional year's cash rent will be paid. |
| 2. Make an additional rehabilitation payment on the disturbed acreage in the sum of \$ <input type="text"/> per acre. |
| 3. Make an additional payment of \$ <input type="text"/> per acre if the area excavated was seeded when the work commenced. (Cropland input cost as determined by NDDOT.) |
| 4. Final Payment will be made AFTER Pit Release is turned in and complete. |

| |
|--|
| Contractor Responsibilities |
| 1. The Contractor will contact the Grantor(s) to determine a removal plan and final leveling requirements. A copy of the final plan signed by the Grantor(s) and Contractor will be submitted to the NDDOT engineer before any borrow is removed. |
| 2. \$ <input type="text"/> 0.00. Total agreed upon minimum payment shall be paid as follows: a. Within 30 days of opening the borrow pit, the Contractor shall make an initial payment of \$ <input type="text"/> 0.00 to the Grantor(s). b. The remaining balance of the minimum payment (\$ <input type="text"/> 0.00) plus the remaining balance of the royalty payment (based on the total amount of borrow quantity removed) shall be made by the contractor within 30 days after the Contractor has obtained a pit release from the Grantor(s). |
| 3. Prior to excavation of material, a minimum depth of 6" topsoil will be stripped. In those areas where topsoil depth is in excess of 6"; a maximum of 12" will be stripped. When the excavation work is completed the topsoil will be redistributed over the disturbed area. Adequate drainage will be provided as part of the reclamation of the disturbed property. If the reclaimed area is not cropland, it will be seeded to grass unless otherwise requested by the Grantor(s) within this agreement. |

| |
|--|
| Additional Conditions: <input type="text"/> |
|--|

Contractor shall notify the Grantor(s) in writing that they are exercising NDDOT's option and promptly present a detailed excavation plan to the Grantor(s).

| | |
|---|------------------------------|
| Grantor(s) Initials <input type="text"/> | Date <input type="text"/> |
|---|------------------------------|

Borrow Option Agreement

Contractor Auto Fill Page

Grantor(s) initial and keep a copy so they know what the contractor receives

BORROW / WASTE MATERIALS CHECK LIST

See Exhibit 2

PROJECT NO _____ PCN _____ OPTION # _____
 NEGOTIATOR _____ LANDOWNER(S) _____
 MATERIAL _____ DATE MATERIAL SOURCE APPROVAL REQUEST SUBMITTED _____

DOCUMENTS:

(Submit in Order Listed)

- | Yes | No | N/A | |
|-----------------------|-----------------------|-----------------------|--|
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 1. Borrow/Waste Option Report |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 2. Borrow Option Agreement & Exhibit |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 3. Waste Materials Option Agreement |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 4. Agreement for Entry and Construction Without Compensation |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 5. Site Map |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 6. Material Source Approval Request |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 7. Material Source Certificate of Approval |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 8. Additional Written Communications (Emails/Correspondence) |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 9. Surface Ownership Report (SOR) |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 10. Executed W-9 (Not Required on Donations) |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 11. NDDOT Title VI Public Participation Survey |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 12. Other: _____ |

\$ _____
Total Payment Due

Approved By

Date

TITLE CURATIVE REMINDERS:

- | Yes | No | N/A | |
|-----------------------|-----------------------|-----------------------|---|
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | Joint Tenancy – Copy of the Death Certificate for Any Deceased Joint Tenant, Passes to Surviving Joint Tenant(s) |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | Tenants in Common – Ask for a Copy of the Will for Deceased, and Obtain Heirs Signature. If Will Has Not Been Probated, Obtain Copy of Letters Testamentary Appointing Personal Representative, and Obtain Personal Representative's Signature. |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | Life Estate Interest/Life Tenant – Obtain Copy of Death Certificate & Agreement for Remainderman |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | Power of Attorney/Trust Agreement Identifying Trustee(s) |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | Landowner – Tenant Lease Agreement(s) |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | Ownership Information Matches on the Plats, Title Work, and Acquisition Documents |

REHABILITATION SUMMARY AND PAYMENT:

(Internal Use Only)

- | | | | |
|-----------------------|-----------------------|-----------------------|---|
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | Borrow Area Status Form |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | Original Borrow/Waste Option Status Report |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | Pit Release to NDDOT for final payment (Submitted by district office) |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | Current W-9 on file |

Borrow Check List

Completed after reclamation

Prior to Submission, Verify Current Ownership via NDRIN – Verification Date: _____ Initials: _____

Follow Up

- Stay on top of potential title changes
- Let Grantor(s) know about bid opening changes or project delays

Contractor Payments

- Justin Ramsey



Initial Royalty Payments

➤ OLD REQUIREMENT

- Make initial payment upon opening the borrow pit

➤ NEW REQUIREMENT

- Make initial payment within 30 days of opening the borrow pit
- Provide the Engineer with proof of payment within 30 days of issuing the payment
 - The format this takes could vary greatly, depending on how the contractor made the payment
 - Suggest the contractor simply get something signed by the landowner acknowledging having received the payment
- Failure to provide this proof of payment results in the Engineer no longer making progressive payments for borrow

Remaining Royalty Payments

➤ OLD REQUIREMENT

- Make final payment within 30 days after the Contractor obtained the pit release from the grantor

➤ NEW REQUIREMENT

- Make final payment within 30 days of obtaining the pit release
- Provide proof of payment to the Engineer within 30 days of making the final payment
- The Engineer will not make payment for the final quantity of borrow material until the proof of payment is received

Spec Changes

Section 203

SECTION 203 EXCAVATION AND EMBANKMENT

2. Department Optioned Borrow.

Identify the legal owners of the borrow area at the time the material is being removed. Use county records for the identification of land owners. Include the names of any other parties having a legal interest in the property. Provide this information to the Engineer.

Notify the landowner in writing if exercising the Department's option, including the removal plan and location of the access route.

Submit a copy of the written notification and any other agreements negotiated with the landowner 10 days before starting operations in borrow area.

The Department will be responsible for utility relocations and costs of relocations.

Remove, stockpile, and spread topsoil as specified in Section 203.04 B, "Topsoil". Use seed as specified in the Contract, if no seed is specified use Class II seed mixture as specified in Section 251.03, "Materials".

Submit a copy of the landowner's release and receipt of payment, after the borrow area has been restored to a satisfactory condition.

If the work is performed in more than one calendar year, pay the landowner for the material removed the first calendar year by December 31 of that year. If a payment arrangement different from the Department's option is negotiated with the landowner, submit a copy of the agreement.

If a material shortage or other problems occur in the Department optioned area and the Engineer directs that borrow be furnished from an alternate site, the Department will pay for:

- Topsoil and seeding on the basis shown for the Department optioned area;
- Costs in excess of what would be incurred in the Department optioned area; and
- Haul will be measured as specified in Section 203.05 H, "Haul".

Section 203

SECTION 203 EXCAVATION AND EMBANKMENT

203.04 CONSTRUCTION REQUIREMENTS

D. Borrow Excavation.

2. Department Optioned Borrow.

a. General.

Identify the legal owners of the borrow area at the time the material is being removed. Use county records for the identification of land owners. Include the names of any other parties having a legal interest in the property. Provide this information to the Engineer.

Notify the landowner in writing if exercising the Department's option, including the removal plan and location of the access route.

Submit a copy of the written notification and any other agreements negotiated with the landowner 10 days before starting operations in borrow area.

The Department will be responsible for utility relocations and costs of relocations.

b. Topsoil Removal.

Before excavation, strip a minimum of 6 inches of topsoil. In areas where topsoil depth exceeds 6 inches, strip a maximum of 12 inches of topsoil.

c. Payment of Borrow.

Provide proof of payment to the Engineer within 30 days of issuing the payment to the grantor. The Department will not make progressive payments for borrow material removed from a location until the proof of payment is received.

d. Multi Year Projects.

If the work is performed in more than one calendar year, pay the landowner for the material removed the first calendar year by December 31 of that year. If a payment arrangement different from the Department's option is negotiated with the landowner, submit a copy of the agreement.

e. Material Shortage.

If a material shortage or other problems occur in the Department optioned area and the Engineer directs that borrow be furnished from an alternate site, the Department will pay for:

- Topsoil and seeding on the basis shown for the Department optioned area;
- Costs in excess of what would be incurred in the Department optioned area; and
- Haul will be measured as specified in Section 203.05 H, "Haul".

f. Borrow Site Restoration.

Once the borrow source is no longer needed, restore the borrow source by doing the following:

Optional or Mandatory?

- Is it better to have the sites be mandatory or optional?

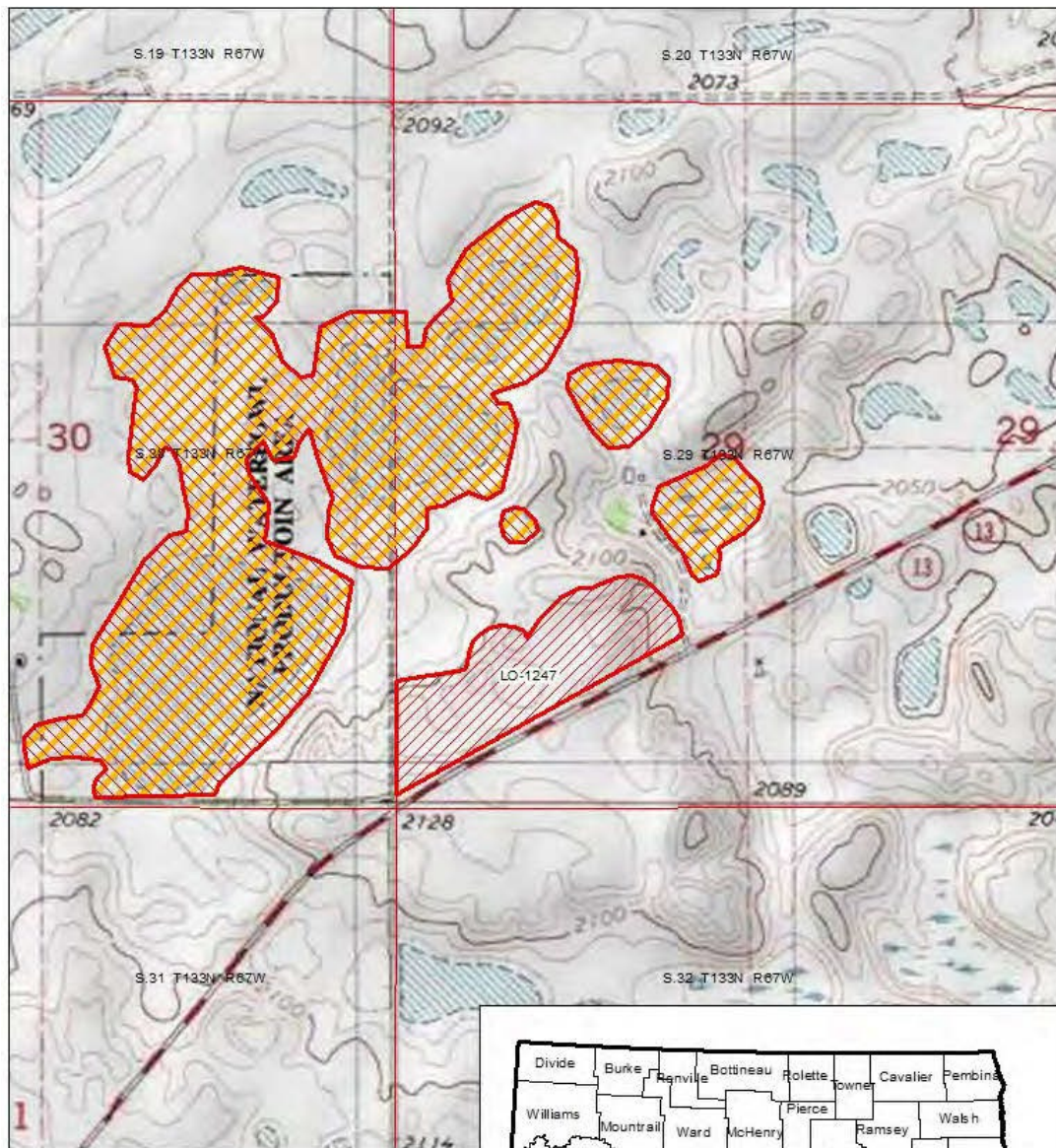


NDDOT
North Dakota
Department of Transportation

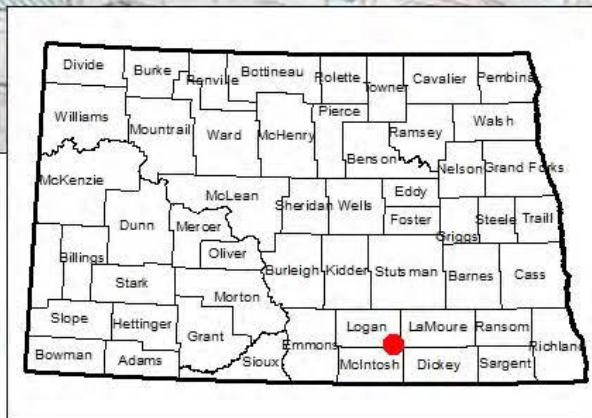
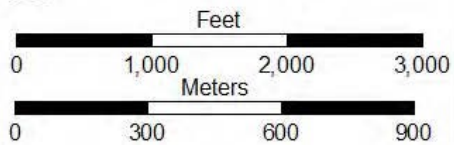
Cultural Resources

- Greg Wermers





1:12,000



Materials & Research

- Matt Kurle



Borrow Material Investigation

➤ Purpose

- Get a Representation of the Material that is in the Borrow Area
- Determine Suitability of the Material for Intended Use

Borrow Material Investigation

- What is Needed to Get Started
 - Borrow Option Agreement
 - NDDOT Material Source Certificate of Approval
 - Utility Locate (ND One Call)
 - Topographic Information (Topo Maps/Google Earth)

Borrow Agreement

➤ Determine Quantity and Size of Borrow Area to Determine Appropriate Soil Investigation

BORROW OPTION AGREEMENT
 North Dakota Department of Transportation
 Environmental & Transportation Services
 SFN 10132 (5-2017)

Page 1 of 3

PCN

| | | | | |
|---|---|---|---|---|
| 2 | 1 | 6 | 8 | 6 |
|---|---|---|---|---|

| | |
|-----------------------------|-----------------------|
| Project SS-5-022(117)016 | |
| County Hettinger | |
| Borrow Area Number 3 | COA Number HT-1018 |

| | | | |
|-------------------------------------|---------------------|-------------|-------------------|
| Grantor(s) Sheldon Bohnhoff | | | |
| Grantor(s) Address 6781 Hwy 22 S | City New England | State ND | ZIP Code 58647 |

| | |
|--|------------------|
| Contact(s) Sheldon Bohnhoff | |
| Telephone Number(s) 701-579-4522 (home) 701-590-0162 (cell) | Email Address(s) |


| | | | |
|---|-------------------|-------------|-------------------|
| Mortgagee Farm Credit Services | | | Grantor Initial |
| Mortgagee(s) Address 1300 Roughrider Boulevard | City Dickinson | State ND | ZIP Code 58601 |

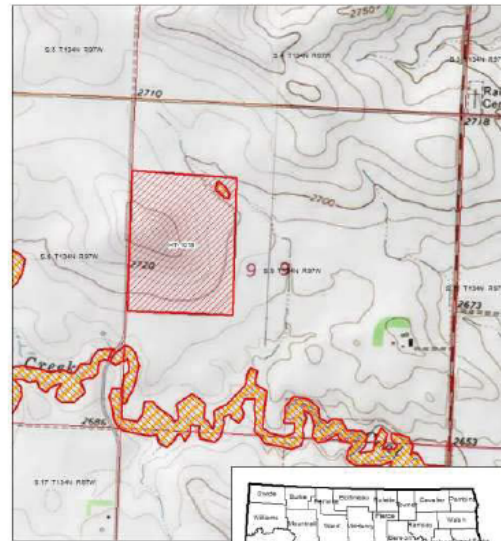
| | | | |
|------------------------------------|--|---|-------------|
| Location A portion of the W 1/2 | Section 9 | Township 134 | Range 97 |
| Consideration \$150.00 | Approximate Total Borrow Cubic Yards 50,000 | Purchase Price Per Cubic Yard \$0.50 | |


Certificate of Approval

➤ Areas to Avoid During Soils Investigation for Environmental/Cultural Reasons

| NDDOT Material Source Certificate of Approval | |
|---|--|
| Expires December 31st 2021 | |
| HT-1018 | |
| Pit Name: Bonhoff Pit | |
| W1/2 S. 9 T. 134 N, R 97 W | |
| County: | Hettinger |
| Conditions: | Also for staging area/plant site and stockpile area. |







This location is approved for use, provided all avoidance areas shown on the map are avoided and all Conditions listed above and below are complied with.

NDDOT advises that all applicants (contractors or their representatives) may be subject to meeting certain legal responsibilities pursuant to one or more of the following authorities administered by the USFWS: Migratory Bird Treaty Act (MBTA) (16 U.S.C. 703 et seq.); Endangered Species Act (ESA) (16 U.S.C. 1531 et seq.); and Bald and Golden Eagle Protection Act (BGEPA) (16 U.S.C. 668-668d, 54 Stat. 250). It is the responsibility of the applicants and/or any individual conducting activities at any approved site to fulfill the requirements of these Acts. The contractor will be responsible obtaining all applicable permits outlined in Section 107 of the Standard Specifications for Road and Bridge Construction (SSRBC). Additionally, contractor will be responsible for any impacts to wetlands, including permitting those impacts and mitigating the basis of the wetlands. As with all projects, if cultural artifacts and/or features (e.g., stone tools, fire hearths, stone circles, burials) are encountered, provisions outlined in Section 107.06 of SSRBC shall be followed.

This approval does not imply landowner permission to acquire material at this location. An agreement with the landowner is still necessary. If you have any questions regarding material sources please email materialsourcing@nd.gov

Utility Locate (ND One Call)

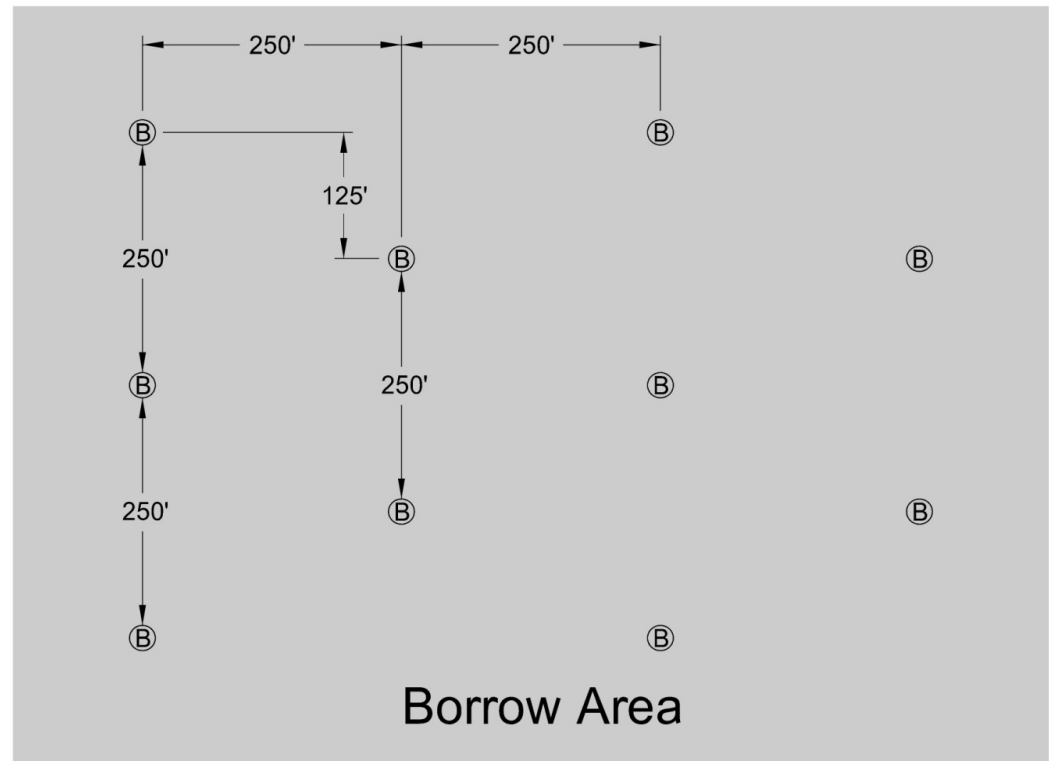
- Need to Avoid Existing Utilities During Soil Investigation



**Know what's below.
Call before you dig.**

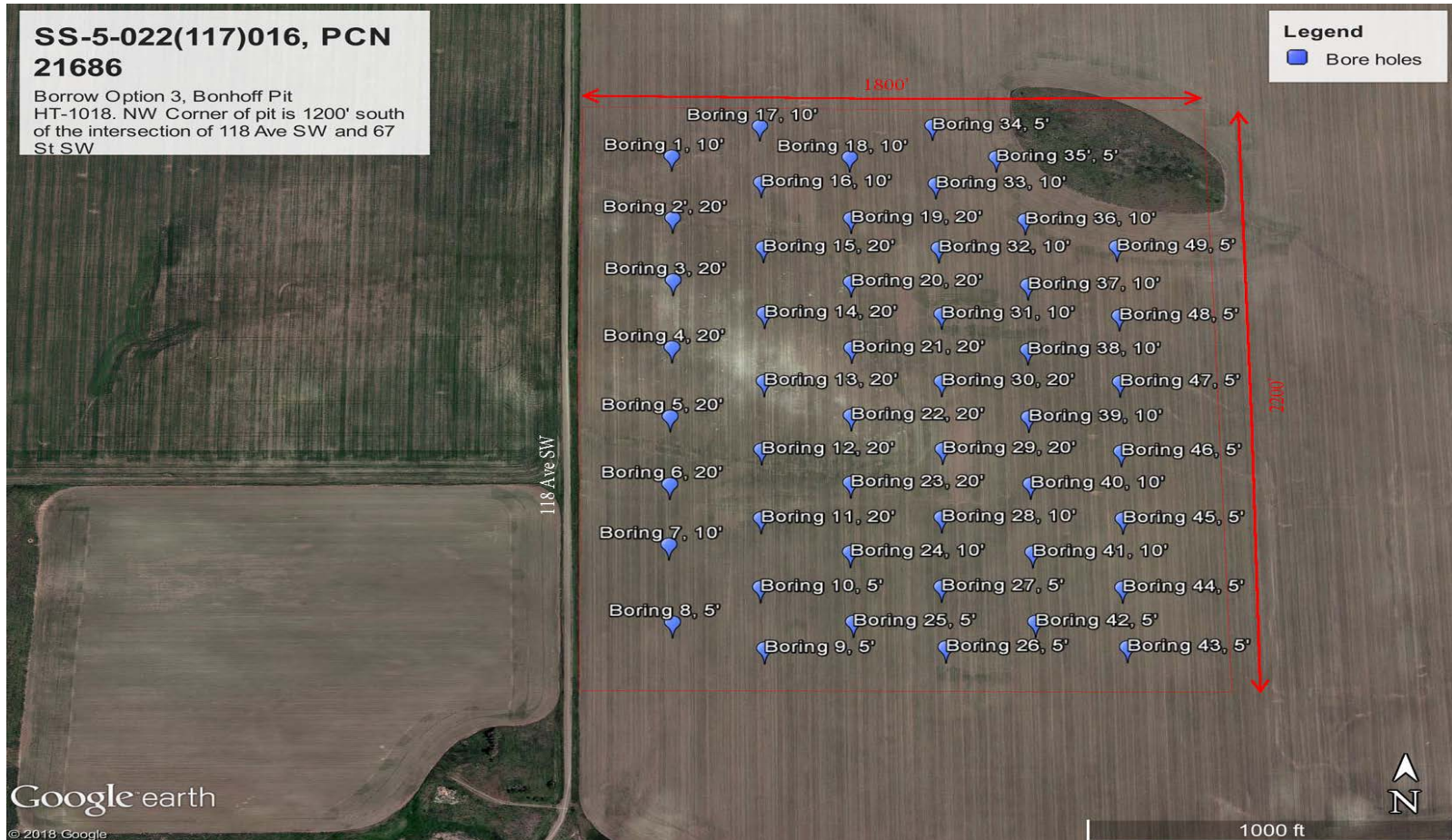
Drilling Plan

➤ Design
Manual
Chapter VII:
Geotechnical
Studies and
Design



Ⓟ = Boring Location

Proposed Drilling Plan



Access to Property

➤ Work with ROW Agent to Gain Access to property

➤ Potential Issues:

Fence/Access

Weather

Animals

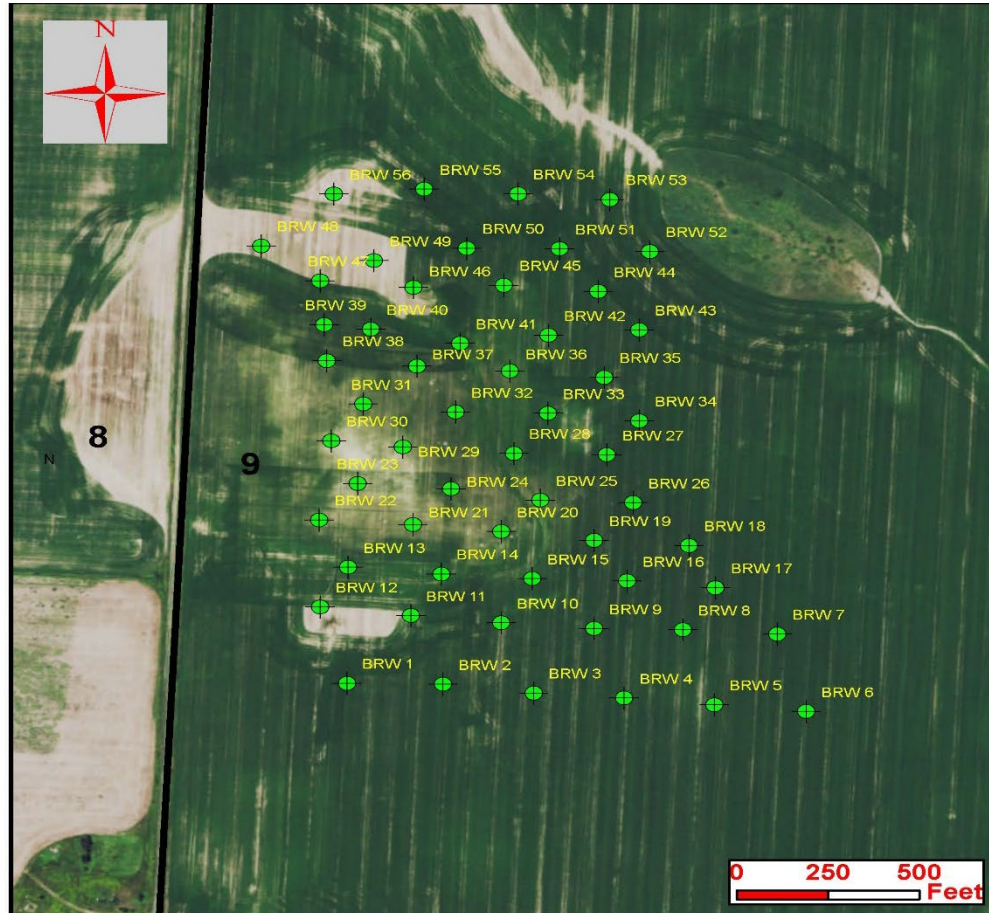
Crops

Drilling Operation

- 6" Auger
- Moisture Content every foot
- Bag Sample for Every Change in Soil Type



Drilling Operation



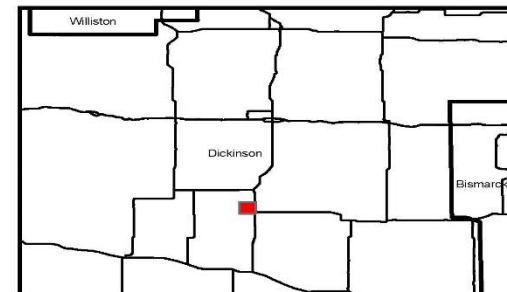
Bonhoff Borrow Site

Project: SS-5-022(117)016
PCN: 21686

Location: Bonhoff Pit, HT-1018
Hettinger County
W 1/2 of Sec9, T.134N, R.97W

Legend

 Boring Locations

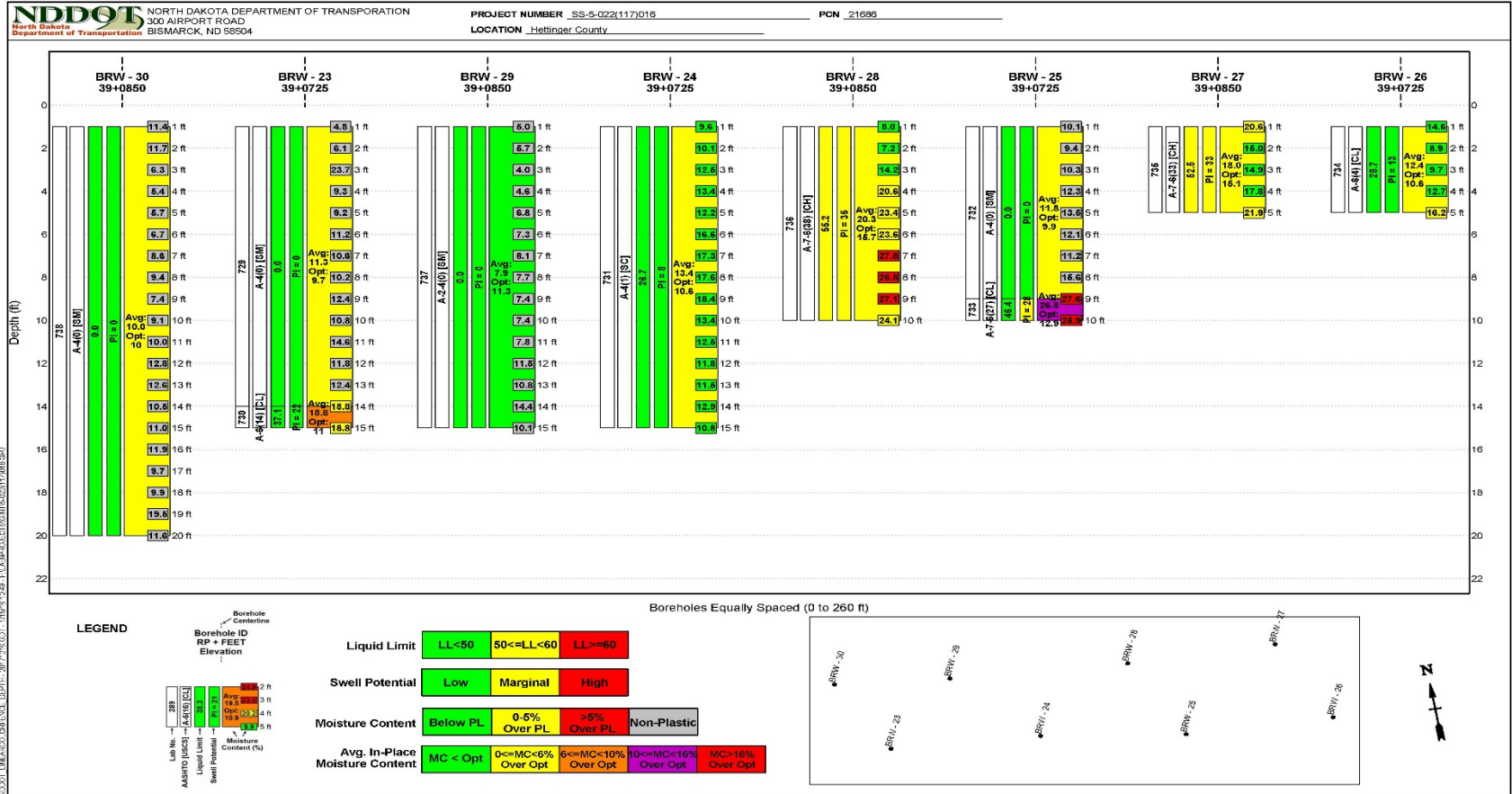


Laboratory Testing

- Moisture Content
- Proctor Test
- Atterberg Limits
- Particle Size Analysis



Laboratory Analysis



NDDOT LINE NO. ORDINANCE DEPT-1-2017-295 DOT - TRF 9-13-09 - FLAIR/KO/CE/SS/IN/02/11/08/524

Borrow Site Report

- Summarizes the Soil Properties of the Material found.
- Expectations of how the Material Will Perform for Intended Use

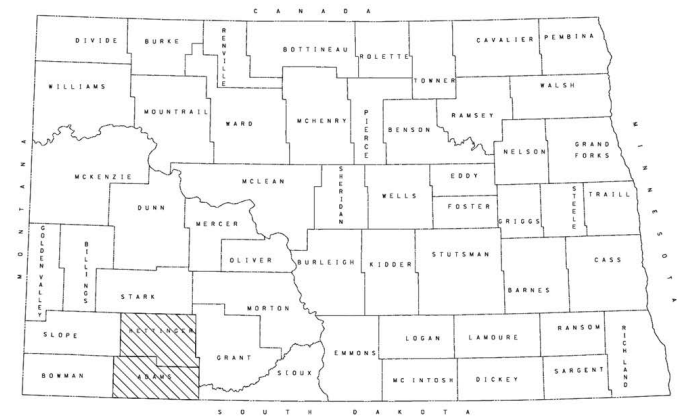
Borrow Site Report

PROJECT NO. SS-5-022(117)016

PCN 21686

COUNTY Adams/Hettinger

Highway 22 RP 16.186 to RP 47.572



PREPARED BY: Jared J. Loegering, P.E.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
MATERIALS AND RESEARCH DIVISION

January 2019

Bismarck District - Loren Lee



Before Excavation Starts

- Contractor inspects site
 - Discuss where the borrow is taken
 - How does land owner want the site finished
 - Scout out avoidance areas, current water levels
 - Good contractor would do this before committing to the pit
- Written notification to land owner, removal plan, location of access route and other agreements submitted to DOT 10 days prior
- Contractor stake out initial area for excavation
 - First survey
- Utility Locates
- Erosion control
 - Perimeter silt fence
- Staging Area
 - Separate agreement

Work Begins

- Topsoil is stripped
 - Survey again
 - Alternately, survey the piles, or have agreed depth
- Begin excavation
 - Backhoe and Side Dump Trucks
 - Scrapers
 - Communicate with contractor if more survey required
- After excavation
 - Survey area again to get finished land surface



Measuring Quantities

- District uses Trimble Business Center
- Compares first two survey passes to get topsoil quantity
 - If contractor agreed to a topsoil depth, survey twice and calculate topsoil from the disturbed area
- Compares second and third passes to get borrow quantity

Borrow #1 STATE OPTION

| | |
|---|--------------------------------------|
| 1/CF = | |
| NDDOT | |
| 608 East Boulevard Ave. Bismarck, ND 58505-0700 USA | Phone: (701)328-2149 rzahn@nd.gov |

| Project File Data | Coordinate System |
|---|---|
| Name: H:\WorkSpace\Survey\200 Mercer\200Mercer.vce | Name: United States/State Plane 1983 |
| Size: 74 MB | Datum: NAD 1983 (Conus) |
| Modified: 10/5/2018 9:50:43 AM (UTC:-5) | Zone: Default |
| Time zone: Central Standard Time | Geoid: GEOID12A (Conus) |
| Reference number: | Vertical datum: NAVD88 |
| Description: 1/CF = | |
| Comment 1: | |
| Comment 2: | |
| Comment 3: | |

Additional Coordinate System Details

| Local Site Settings | | | |
|---------------------|-------------------|------------------------|--------------|
| Project latitude: | N46°43'27.49037" | Ground scale factor: | 1.0001105122 |
| Project longitude: | W108°21'38.18669" | False northing offset: | 0.0000 ft |
| Project height: | 1900.0000 ft | False easting offset: | 0.0000 ft |

Earthwork Volume Report

Work-in-progress surface compared to Mass earthwork finished surface

| Surfaces | |
|----------------|---|
| Borrow1Prepped | Classification: Work-in-progress |
| Borrow1 Final | Classification: Mass earthwork finished |

| Volumes from Surface Geometry | |
|-------------------------------|--------------------------|
| Material excavated | 52,697.7 yd ³ |
| Material placed | 532.2 yd ³ |
| Difference: | 52,165.5 yd ³ |

Finishing Up

- Return the land as per any agreements
 - Contractor must do what it takes to get the land owner to sign the pit release
 - SFN 14486
- Remove anything that has been left behind
- Till the weeds around erosion control
- Seed and mulch per contract
- We won't finalize a project without pit releases

PIT RELEASE STATEMENT
 North Dakota Department of Transportation, Construction Services
 SFN 14486 (4-2019)

| | | | |
|--|--|---------------------------|--|
| Name of Legal Pit Owner Staci Langemo | | Name of Pit Langemo PR | |
| Address 5824 Apple Creek Drive | | City Bismarck | State ND |
| | | ZIP Code 58504 | PCN [] [] [] [] [] [] [] [] [] [] |

PIT LOCATION

| | | |
|--------------------|------------------|--------------|
| Section 8 | Township 146N | Range 78W |
| County Sheridan | State ND | |

Contractor

| | | | |
|-----------------------|--|-------------------|-------------|
| Knife River Materials | | | |
| Address P O Box 40 | | City Bemidji | State MN |
| | | ZIP Code 56619 | |

Project
NH-1-200(074)213 PCN 21510

Being the legal owner of the pit named above, I herewith release the contractor and/or the Department of Transportation from any further obligations for the particular project mentioned above.

| | | |
|--|---|-------------------------------------|
| Name of Legal Pit Owner Staci Langemo | Name of 2nd Legal Pit Owner (if applicable) | Witness Name Staci Langemo |
| *Signature Staci Langemo | *Signature (if applicable) | *Witness Signature Staci Langemo |
| Date 1-23-19 | Date (if applicable) | Date 1-23-19 |

MATERIALS REMOVED

| | | | |
|-------------------------------------|------------------------|---|----------------------|
| Tons (Cubic Yards) 41390.36 tons | Type Inert material | Price Per Ton (Cubic Yards) \$1.00 per ton | Total \$41,350.36 |
|-------------------------------------|------------------------|---|----------------------|

Being the legal materials owner named above, I herewith acknowledge receipt of payment in full from the named contractor for all the materials removed from the pit stated above.

| | | | |
|--|--|--|-------------|
| Name of Materials Owner Staci Langemo | | Date Payment Received & Accepted 1-7-19 | |
| Address 5824 Apple Creek Drive | | City Bismarck | State ND |
| | | ZIP Code 58504 | |

| | |
|--|-------------------------------------|
| Name of Materials Owner Staci Langemo | Witness Name Staci Langemo |
| *Signature Staci Langemo | *Witness Signature Staci Langemo |
| Date 1-23-19 | Date 1-23-19 |

Both sections must be signed, witnessed, and dated. This form to be secured by contractor and delivered to engineer.
 *Electronic signatures are acceptable

Issues In The Field - Unsuitable Materials

- Engineer can direct contractor to get material elsewhere
 - State Option Pits
 - Can reject – Extra topsoil, excess costs, haul. Change orders.
 - Contractor Pits
 - Can reject – No extra costs
- If the Contractor leaves a state option pit on their own, additional payment is not needed.



Issues In The Field - Overruns & Material Shortage

- Once again, Engineer can direct contractor to get material elsewhere
- State Option Pits
 - Can the pit be expanded?
 - Material source clearance?
 - Extra topsoil, excess costs, haul.
- Contractor Pits
 - Shortage - Go find more.
 - Overrun - Change order for time likely



Issues In The Field - Utilities

- Utilities can be missing from the plans or in the wrong location
 - Important to use One Call
- Land owners may require Contractor to excavate at utilities
 - Coordinate with utility companies
 - Long delays
 - Unexpected costs



State Optioned vs. Contractor Furnished

➤ Notification

- State – Written notification, removal plan, location of access route and other agreements 10 days before
- Contractor – No minimum notification time

➤ Topsoil

➤ Erosion Control

➤ Material Shortages

- Topsoil, seeding, excess costs, haul

➤ Utility Adjustments

Questions



Upcoming Meetings

➤ Thursday, June 27th

Ben Kubischta Presents:

FIRE TO WAR - ND State Highway Department & Turbulent 1930's

12:00-1:30 pm CST

RSVP: www.dot.nd.gov/LunchAndLearn.htm

➤ July 25th – Ben Kubischta Presents:

Safety has always been our first priority - The ND State Highway Department in the 1920s and 1930s - **12:00-1:30 pm CST**

➤ August 22nd – TBA

Contact Information

Michael Knox, ROW Program Manager

701-328-4228 / mrknox@nd.gov

Negotiators/ROW Liaison:

Ray Barchenger

701-328-4437 / rbarchen@nd.gov

Brad Faiman

701-328-3649 / bfaiman@nd.gov

Roxinne A. McPhail

701-328-2048 / rmcphail@nd.gov

Stacy Wilz

701-328-4430 / swilz@nd.gov

Leon Eckroth, Design

701-328-2588 / leckroth@nd.gov

Greg Wermers, Cultural Resources

701-328-2731 / gwerwers@nd.gov

Matt Kurle, Materials & Research

701-328-6908 / mkurle@nd.gov

Loren Lee, Bismarck District

701-328-6961 / lorlee@nd.gov

BORROW OPTION AGREEMENT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 10132 (1-2019)

PCN

| | | | | |
|---|---|---|---|---|
| 1 | 1 | 1 | 1 | 1 |
|---|---|---|---|---|

| | |
|--|------------|
| Project NH-X-XXX(XXX)XXX | |
| County County | |
| Borrow Area Number John Doe Borrow Site | COA Number |

Use of borrow option agreement is subject to an Environmental Review, Cultural Resource Survey, Soil Survey, and a Utility Review.

| | | | |
|--------------------------------------|------------------|-------------|-------------------|
| Grantor(s) John Doe | | | |
| Grantor(s) Address 123 1st Street | City Anywhere | State ND | ZIP Code 12345 |

| | | | |
|-------------------------------------|---|-------------------------------------|--|
| Contact(s) John Doe | | Main contact for contractor to call | |
| Telephone Number(s) 701-555-1234 | Email Address(s) johndoe@hotmail.com | | |

| | | | |
|---------------------------------------|------------------|---------------------|-------------------|
| Mortgagee ABC Lending | | Grantor(s) Initials | |
| Mortgagee(s) Address 6789 Broadway | City Anywhere | State ND | ZIP Code 12345 |

| | | | |
|------------------------------------|---|---|--------------|
| Location A portion of the N½NW¼ | Section 24 | Township 136 | Range 100 |
| Consideration \$150.00 | Approximate Total Borrow Cubic Yards 150,000 | Purchase Price Per Cubic Yard \$0.50 | |

For the sum of the dollar amount listed above and other valuable consideration, the undersigned, for themselves, their heirs, executors and assigns, hereinafter referred to as "Grantor(s)," agree to sell and convey unto the state of North Dakota, for and on behalf of the North Dakota Department of Transportation, hereinafter referred to as NDDOT, all of the fill material suitable for highway purposes, located in and upon the following-described tract or parcel of real estate situated in the above County, North Dakota, specifically:

A portion of the N½NW¼ 24-136-100 which is 20 acres more or less

Be specific

See Exhibit A for an approximate overlay of above described tract or parcel of land.

Grantor(s) covenant that they are well seized of the property described above, and have the right to grant this material option on behalf of themselves, their heirs, successors, and assigns, free of any encumbrances or other impairments preventing the removal of such material.

The Grantor(s) further agree(s) that NDDOT and its assigns shall have full and free right of entry upon and use of said land for the purpose of removing such material.

The Grantor(s) shall be compensated for the material removed at the purchase price per cubic yard listed above.

In addition, if any material is removed from the option site, NDDOT or its assigns (Contractor), will perform the following:

| NDDOT Responsibilities | |
|---|---|
| 1. Pay cash rent on the disturbed acreage at the rate of \$ <u>40.00</u> per acre. If the optioned area is still being utilized for borrow after May 15th of the following year, an additional year's cash rent will be paid. | |
| 2. Make an additional rehabilitation payment on the disturbed acreage in the sum of \$ <u>40.00</u> per acre. | |
| 3. Make an additional payment of \$ <u>300.00</u> per acre if the area excavated was seeded when the work commenced. (Cropland input cost as determined by NDDOT.) | |
| 4. Final Payment will be made AFTER Pit Release is turned in and complete. | NDDOT payment made after signed Pit Release & Borrow Area Status Report turned into ROW |

| Contractor Responsibilities | |
|---|--|
| 1. The Contractor will contact the Grantor(s) to determine a removal plan and final leveling requirements. A copy of the final plan signed by the Grantor(s) and Contractor will be submitted to the NDDOT engineer before any borrow is removed. | |
| 2. Within 30 days of opening the borrow pit, the Contractor shall make an initial payment to the Grantor(s) equal to 80% of the minimum payment. Minimum payment amount is calculated as follows: $(\text{ } \underline{150,000} \text{ total cubic yardage optioned} \times \text{rate per cubic yard } \$ \underline{0.50}) \times (\text{ } \underline{30} \text{ \% from below})$ $= \$ \underline{22,500.00} \text{ Total Minimum Payment} \times 80\% = \$ \underline{18,000.00} \text{ Initial Payment Due to Grantor(s)}$ Percent of total cubic yards used for minimum payment calculation: (<50,000 cubic yards = 50%) (50,001 ≤100,000 cubic yards = 40%) (>100,000 cubic yards = 30%) | |
| 3. The remaining balance of the minimum payment (\$ <u>4,500.00</u>) plus the remaining balance of the royalty payment (based on the total amount of borrow quantity removed) shall be made by the contractor within 30 days after the Contractor has obtained a pit release from the Grantor(s). | |
| 4. Prior to excavation of material, a minimum depth of 6" topsoil will be stripped. In those areas where topsoil depth is in excess of 6", a maximum of 12" will be stripped. When the excavation work is completed the topsoil will be redistributed over the disturbed area. Adequate drainage will be provided as part of the reclamation of the disturbed property. If the reclaimed area is not cropland, it will be seeded to grass unless otherwise requested by the Grantor(s) within this agreement. | |

Fencing/Seeding/Tenant info/Who gets paid/Payment splits

Additional Conditions:
Do not use existing approach to access borrow site, see Exhibit A for location to construct borrow site approach.

It is mutually agreed between the parties hereto that the state, through NDDOT, may assign the right to exercise this option to other entities or persons to take fill material for highway improvement from the land herein described, and that said assignee shall pay to the parties to whom the state itself would pay for such material taken, at the same rate as the state itself would pay if the material were taken by the state under this borrow option agreement. Assignee shall notify the Grantor(s) in writing that assignee is exercising NDDOT's option and promptly present a detailed excavation plan to the Grantor(s).

This borrow option shall expire upon completion of the project, or at the end of five years, whichever occurs first. In the event that the project number changes, this option shall transfer and remain valid as long as the Certificate of Approval (COA) number remains the same. If the COA number changes, this borrow option agreement is void.

NDDOT will not record this borrow option agreement.

The Grantor(s) will be given written notification if this option is not approved by NDDOT.

Once the COA is obtained, the NDDOT will forward a copy to the Grantor(s).

This borrow option agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute on and the same instrument.

EXECUTED the date last signed below.

GRANTOR(S):

| | |
|----------------------------------|------|
| Name (Type or Print) John Doe | |
| Signature | Date |

WITNESS

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

ROW AGENT

| | |
|----------------------|------|
| Name (Type or Print) | |
| Agency/Firm | |
| Signature | Date |

NDDOT APPROVAL

| | |
|----------------------|------|
| Name (Type or Print) | |
| Title | |
| Signature | Date |

BORROW OPTION AGREEMENT - CONTRACTOR

Auto Fill Page

North Dakota Department of Transportation
Environmental & Transportation Services

PCN

| | | | | |
|---|---|---|---|---|
| 1 | 1 | 1 | 1 | 1 |
|---|---|---|---|---|

| | |
|--|------------------|
| Project NH-X-XXX(XXX)XXX | County County |
| Borrow Area Number John Doe Borrow Site | COA Number |

| |
|------------------------|
| Grantor(s) John Doe |
|------------------------|

| | | | |
|--------------------------------------|------------------|-------------|-------------------|
| Grantor(s) Address 123 1st Street | City Anywhere | State ND | ZIP Code 12345 |
|--------------------------------------|------------------|-------------|-------------------|

| | |
|------------------------|-------------------------------------|
| Contact(s) John Doe | Telephone Number(s) 701-555-1234 |
|------------------------|-------------------------------------|

| | | | |
|------------------------------------|---------------|-----------------|--------------|
| Location A portion of the N½NW¼ | Section 24 | Township 136 | Range 100 |
|------------------------------------|---------------|-----------------|--------------|

| | |
|---|---|
| Approximate Total Borrow Cubic Yards 150,000 | Purchase Price Per Cubic Yard \$0.50 |
|---|---|

Legal Description of Optioned Area:
A portion of the N½NW¼ 24-136-100 which is 20 acres more or less

If any material is removed from the option site, NDDOT or its assigns (Contractor), will perform the following:

| |
|---|
| NDDOT Responsibilities |
| 1. Pay cash rent on the disturbed acreage at the rate of \$ <u>40.00</u> per acre. If the optioned area is still being utilized for borrow after May 15th of the following year, an additional year's cash rent will be paid. |
| 2. Make an additional rehabilitation payment on the disturbed acreage in the sum of \$ <u>40.00</u> per acre. |
| 3. Make an additional payment of \$ <u>300.00</u> per acre if the area excavated was seeded when the work commenced.(Cropland input cost as determined by NDDOT.) |
| 4. Final Payment will be made AFTER Pit Release is turned in and complete. |

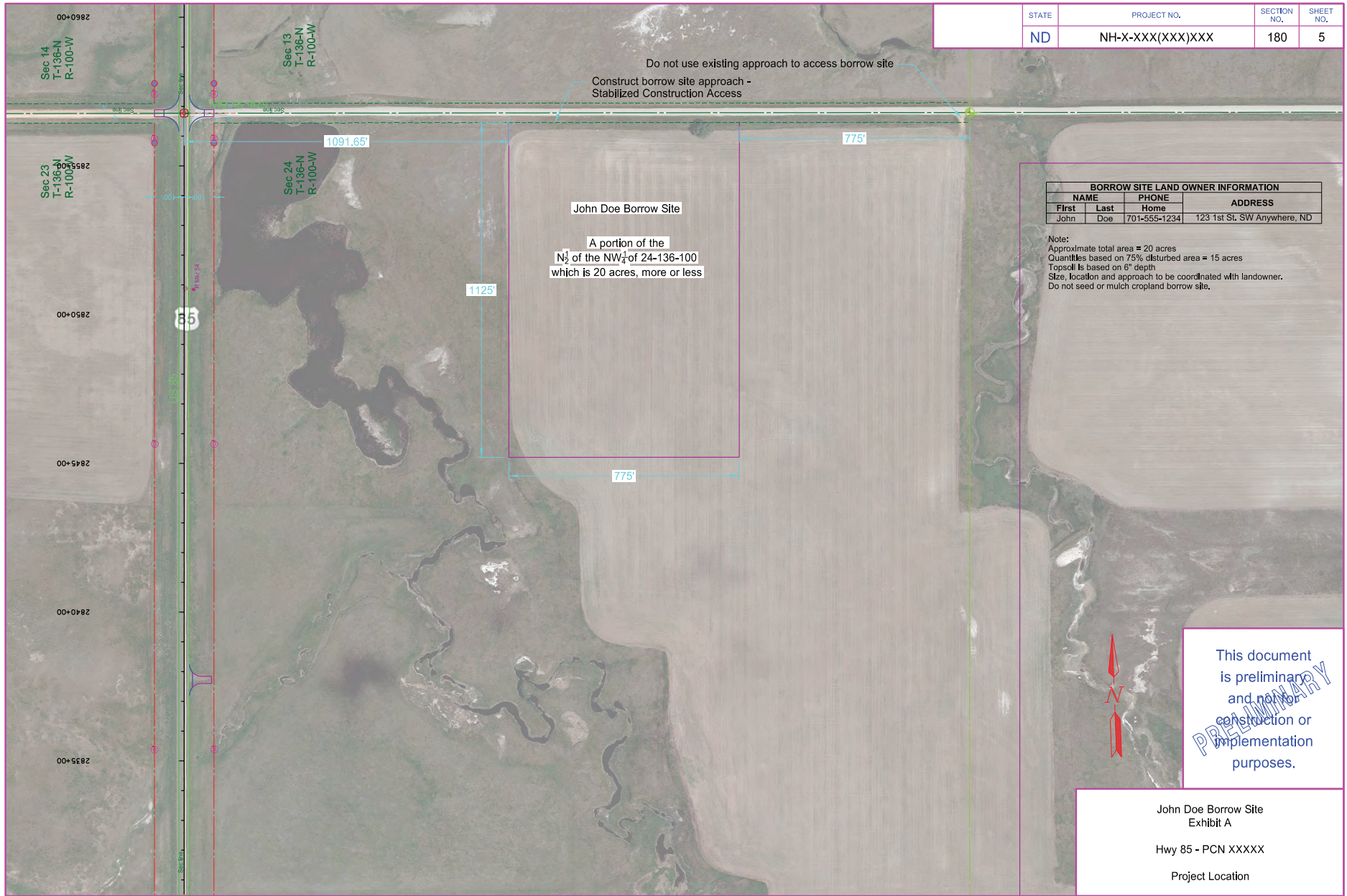
| |
|---|
| Contractor Responsibilities |
| 1. The Contractor will contact the Grantor(s) to determine a removal plan and final leveling requirements. A copy of the final plan signed by the Grantor(s) and Contractor will be submitted to the NDDOT engineer before any borrow is removed. |
| 2. \$ <u>22,500.00</u> Total agreed upon minimum payment shall be paid as follows: a. Within 30 days of opening the borrow pit, the Contractor shall make an initial payment of \$ <u>18,000.00</u> to the Grantor(s). b. The remaining balance of the minimum payment (\$ <u>4,500.00</u>) plus the remaining balance of the royalty payment (based on the total amount of borrow quantity removed) shall be made by the contractor within 30 days after the Contractor has obtained a pit release from the Grantor(s). |
| 3. Prior to excavation of material, a minimum depth of 6" topsoil will be stripped. In those areas where topsoil depth is in excess of 6", a maximum of 12" will be stripped. When the excavation work is completed the topsoil will be redistributed over the disturbed area. Adequate drainage will be provided as part of the reclamation of the disturbed property. If the reclaimed area is not cropland, it will be seeded to grass unless otherwise requested by the Grantor(s) within this agreement. |

Additional Conditions:
Do not use existing approach to access borrow site, see Exhibit A for location to construct borrow site approach.

Contractor shall notify the Grantor(s) in writing that they are exercising NDDOT's option and promptly present a detailed excavation plan to the Grantor(s).

| | |
|---------------------|------|
| Grantor(s) Initials | Date |
|---------------------|------|

Exhibit A



BORROW / WASTE MATERIALS CHECK LIST

PROJECT NO _____ PCN _____ OPTION # _____

NEGOTIATOR _____ LANDOWNER(S) _____

MATERIAL _____ DATE MATERIAL SOURCE APPROVAL REQUEST SUBMITTED _____

DOCUMENTS:

(Submit in Order Listed)

- | Yes | No | N/A | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Borrow/Waste Option Report |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Borrow Option Agreement & Exhibit |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. Waste Materials Option Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Agreement for Entry and Construction Without Compensation |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Site Map |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. Material Source Approval Request |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. Material Source Certificate of Approval |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. Additional Written Communications (Emails/Correspondence) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9. Surface Ownership Report (SOR) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10. Executed W-9 (Not Required on Donations) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 11. NDDOT Title VI Public Participation Survey |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 12. Other: _____ |

\$ _____
Total Payment Due

Approved By

Date

TITLE CURATIVE REMINDERS:

- | Yes | No | N/A | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Joint Tenancy – Copy of the Death Certificate for Any Deceased Joint Tenant, Passes to Surviving Joint Tenant(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Tenants in Common – Ask for a Copy of the Will for Deceased, and Obtain Heirs Signature. If Will Has Not Been Probated, Obtain Copy of Letters Testamentary Appointing Personal Representative, and Obtain Personal Representative’s Signature. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Life Estate Interest/Life Tenant – Obtain Copy of Death Certificate & Agreement for Remainderman |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Power of Attorney/Trust Agreement Identifying Trustee(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Landowner – Tenant Lease Agreement(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Ownership Information Matches on the Plats, Title Work, and Acquisition Documents |

REHABILITATION SUMMARY AND PAYMENT:

(Internal Use Only)

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Borrow Area Status Form |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Original Borrow/Waste Option Status Report |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Pit Release to NDDOT for final payment (Submitted by district office) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Current W-9 on file |

Prior to Submission, Verify Current Ownership via NDRIN – Verification Date: _____ **Initials:** _____