



Items to Consider When Negotiating Pipeline Right-of-Way Agreements

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- 1) Work with an Attorney familiar with Oil & Gas Easements and an Accountant/Tax Advisor***
- 2) Rights and restrictions of the Landowner to use the easement area for Agricultural crops, grazing etc.***
- 3) Permanent vs. Temporary easement width and compensation***
- 4) Timeline for starting and finishing the construction***
- 5) Provisions for returning the surface of the right-of-way back to its original state, including what seed varieties, amount of seed sown, fertilizer and lime amounts etc.***
- 6) Extent to which the Pipeline Company will maintain the right-of-way such as mowing, spraying, erosion control, earth settling, fencing & gates (with material specifications), locks & keys etc.***
- 7) Address a compressor station, pipes or other surface equipment for the pipeline***
- 8) Request the company provide a stamped copy of the official survey and/or an “as constructed” survey within a stated period of time after construction***
- 9) Will there be pipeline markers along right-of-way***
- 10) Does the easement end under certain conditions such as: Non-use for a period of time, abandonment by the pipeline... be specific and define terms... is pipeline removal necessary***
- 11) Indemnify the landowner of acts and/or omissions of all contractors and the pipeline company***
- 12) Is the ground currently under any contract that might require repayment penalties***
- 13) Payment for trees, crops, or other items lost due to pipeline installation, also if maintenance must be performed in later years and a crop is damaged, will compensation be made***

Items to Think About When Negotiating Pipeline Right-of-Way Agreements Cont'd.

- 14) Require topsoil separation (known as double cut) and replacement on surface (not bottom of the ditch) during site restoration**
- 15) Identify stream crossings and methods to be used in crossing streams**
- 16) Define and/or limit access points to temporary and permanent easements**
- 17) Minimum depth of pipeline burial requirement to be maintained at all times**
- 18) What materials/substance(s) are allowed to flow through the pipeline**
- 19) Alternative dispute resolution method to resolve conflicts**
- 20) Restrict workers to easement area**
- 21) Landowner should not warrant title for the pipeline company**
- 22) Will there be an established maintenance schedule**
- 23) Who pays for attorney costs, filing and recording fees**
- 24) Is there a tenant currently using/farming the intended right-of-way**
- 25) Crop yields may be reduced after disturbing the soil for 3-5 years**
- 26) Gate closure policy: Leave open if open on arrival and close if closed on arrival. (Randomly closing all gates may restrict livestock from water/feed)**
- 27) Have all terms agreed to in writing before signing an easement agreement**
- 28) State when payment is due, to where and in what form**
- 29) Company should itemize/state the amount "compensated for damages" and amount "compensated for use of the land"**
- 30) Work with an Attorney familiar with Oil & Gas Easements and an Accountant/Tax Advisor**

This list is to provide basic information and items to consider when entering into an easement agreement. It cannot substitute for competent legal assistance. Persons negotiating an easement may also want to consider consulting a qualified land appraiser.