

STORMWATER EASEMENT

Date: _____, 2026

For good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained herein, **PARK DISTRICT OF THE CITY OF DICKINSON** (hereinafter, "Grantor") whose address is 2004 Fairway Street, Dickinson, ND 58601 do hereby grant and convey to **CITY OF DICKINSON**, a North Dakota municipal corporation (hereinafter, "Grantee"), whose post office address is 38 1st Street West, Dickinson, North Dakota, 58601, its successors and assigns, an easement, over and across the real property, in Stark County, North Dakota, as described in Exhibit A. The term of this easement shall be for a period of ninety-nine (99) years from the effective date, or until such time as the Grantee is no longer using the Easement Area for the purposes set out in this easement, whichever is earlier.

WITNESSETH:

The purpose of the easement is for constructing, installing, operating, maintaining, repairing, replacing, and removing such stormwater infrastructure as the Grantee may require together with such surface appurtenances and rights of reasonable access required for the Grantee to access, power, control, distribute, regenerate, test, mark, locate, and maintain the municipal stormwater system in that certain real estate located in the City of Dickinson, Stark County, North Dakota, more particularly described as follows:

See Exhibit A

This easement is not exclusive. Grantor shall have the right to use and develop the property. Grantor agrees that no structure or obstruction will be erected or permitted on or within the Easement Area and that Grantor will not change the ground elevation thereof without the written consent of Grantee or perform any act which will interfere with Grantee's rights under this easement. Grantee shall use, or allow the use of, the Easement Area only for the purposes set out in this easement, and for no other purpose. Grantee shall exercise its rights under this easement so as to minimize, and avoid if reasonably possible, interference with Grantor's use of the Easement Area. Grantee shall maintain and repair the Easement Area (and any improvements thereon) as necessary to keep the same in a neat, clean, and safe condition. Grantee shall, upon completion of any work within the Easement Area or on adjacent property, restore the surface of the Easement Area and any private improvements disturbed or destroyed and any other property disturbed during execution of the work as nearly as practicable to the condition it was in immediately before commencement of the work or entry by Grantee and remove therefrom all debris, spoils, and equipment resulting from or used in connection with the construction, installation, or access to the Easement Area.

IN TESTIMONY WHEREOF, The Grantor has caused these presents to be executed effective as of the 12th day of Sept., 2026.

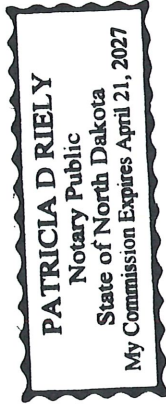
PARK DISTRICT OF THE CITY OF DICKINSON

By: Tim Daniel

Its: President, Board of Park Commissioners

STATE OF North Dakota)
: ss.)
COUNTY OF Stark)

On this th14 day of September, 2026, before me, a Notary Public in and for said County and State personally appeared Tim Daniel, known to me to be the authorized representative of the entity **PARK DISTRICT OF THE CITY OF DICKINSON** described in and who executed the within and foregoing instrument and acknowledged to me that such entity executed the same.



Patricia D Riely

Notary Public
Stark County, North Dakota

CITY OF DICKINSON

By: Scott Decker
Its: President, Board of City Commissioners

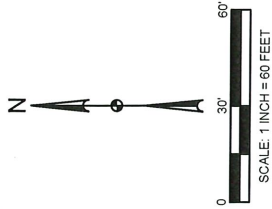
ATTEST

Dustin Dassinger, City Administrator

STATE OF NORTH DAKOTA)
 : ss.
COUNTY OF STARK)

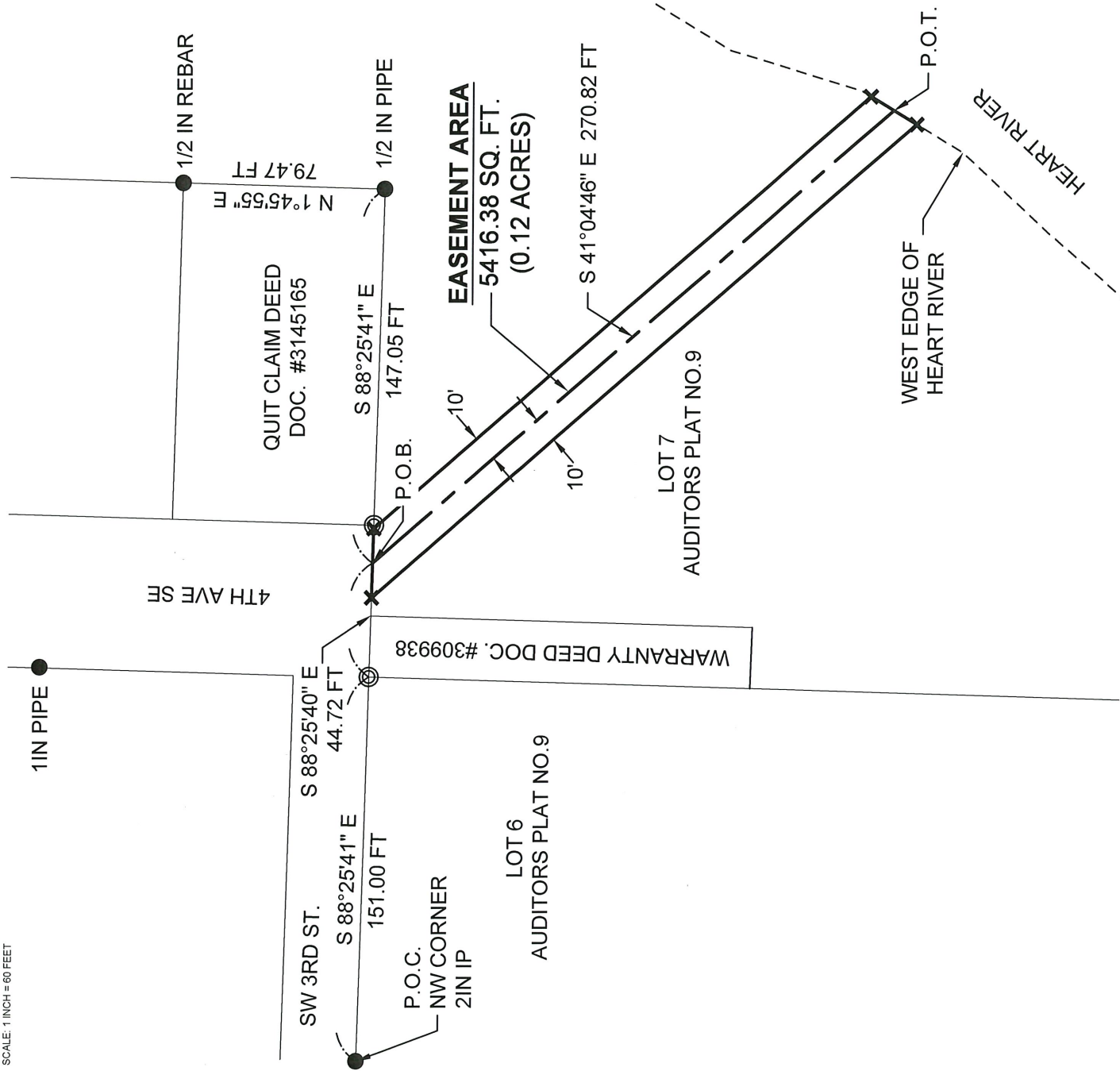
On this _____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared Scott Decker and Dustin Dassinger, to me known to be the President of the Board of City Commissioners and the City Administrator, for the City of Dickinson, and that executed the within and foregoing instrument, and acknowledged to me that they had full authority to act on behalf of the City of Dickinson and they executed the same.

Notary Public



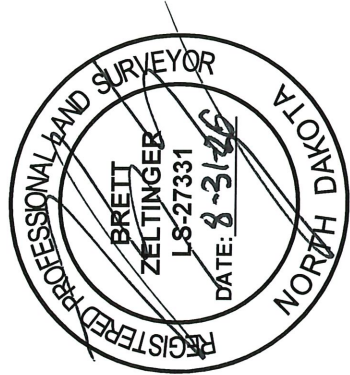
EASEMENT EXHIBIT A

LOT 7, AUDITORS PLAT NO.9
CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA



LEGEND

- ✕ CALCULATED EASEMENT CORNER
- EXISTING MONUMENT
- ⊙ SET 18" #5 REBAR WITH ORANGE PLASTIC CAP, STAMPED LS-27331



NOTES:

SURVEY IS BASED ON NAD83(86), NORTH DAKOTA SOUTH ZONE 3302, GEOID12 A, US FEET.

PLAT IS SUBJECT TO ANY PRIOR EASEMENTS OR CONVEYANCES OF RECORD.

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENT.

EASEMENT DESCRIPTION

A TRACT OF LAND BEING 10 FEET LEFT AND RIGHT OF A DESCRIBED CENTERLINE LOCATED IN LOT 7, AUDITORS PLAT NO.9, CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, AUDITORS PLAT NO.9, SAID POINT BEING A FOUND 2 INCH IP; THENCE S88°25'41"E A DISTANCE OF 151.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, AUDITORS PLAT NO.9; THENCE S88°25'40"E A DISTANCE OF 44.72 FEET TO THE POINT OF BEGINNING; THENCE S41°04'46"E A DISTANCE OF 270.82 FEET TO A POINT ON THE WEST EDGE OF THE HEART RIVER, SAID POINT BEING THE POINT OF TERMINATION.

SAID SIDELINES ARE TO BE SHORTENED OR PROLONGED TO SAID WEST EDGE OF HEART RIVER AND LOT LINE.

SAID DESCRIBED TRACT CONTAINS 5416.38 FEET OR 0.12 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT ZELTINGER, ND PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I MADE THE WITHIN AND FOREGOING PLAT AND DESCRIPTION OF LAND AS HEREIN DESCRIBED, AND THAT THE LOTS, DISTANCES, AREA AND LOCATION, AS INDICATED ON SAID PLAT AND CONTAINED IN SAID DESCRIPTION, ARE TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF.



BRETT ZELTINGER LS-27331 N.D. PROFESSIONAL LAND SURVEYOR

SUBSCRIBED AND SWORN ON BEFORE ME THIS 31 DAY OF August, 2026.