

PERMANENT RIGHT-OF-WAY EASEMENT

Date: _____, 2025

For good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained herein, **DAKOTA SUITES HOTELS I, LLC**, (hereinafter, "Grantor") whose address is 102 S Chestnut Ave., Arlington HTS, IL, 60005-1818 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, a Permanent Right-of-Way Easement, over and across the real property, in Stark County, North Dakota, as described in Exhibit A.

WITNESSETH:

The purpose of the easement is for constructing, installing, operating, maintaining, repairing, replacing, and removing street and underground utilities together with such surface appurtenances and rights for the general public to access and use the area upon, over, under, across, and in that certain real estate located in the City of Dickinson, Stark County, North Dakota, more particularly described as follows:

Lot 1, Block 10 of Diamond Acres Subdivision

This easement is not exclusive. Grantor shall have the right to use and enjoy and develop the property, no structure or obstruction will be erected or permitted on or within the Permanent Pedestrian 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 easement on the portion of the property where the easement is intended to be permanent. Grantee shall use, or allow the use of, the Easement Area only for the purposes set out in this Agreement, and for no other purpose. Grantee shall exercise its rights under this Agreement 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.

No Structures or Obstructions. 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 or endanger the Permanent Right-of-Way Easement or Grantee's use of the Easement Area for municipal purposes.

IN TESTIMONY WHEREOF, The Grantor has caused these presents to be executed effective as of the ____ day of _____, 2025.

DAKOTA SUITES HOTELS I, LLC

_____, its _____

STATE OF _____)
: ss.
COUNTY OF _____)

On this ____ day of _____, 2025, before me, a Notary Public in and for said County and State personally appeared _____, known to me to be the authorized representative of the entity **DAKOTA SUITES HOTELS I, LLC** described in and who executed the within and foregoing instrument and acknowledged to me that such entity executed the same.

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 _____, 2025, 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