

CONSTRUCTION AND MAINTENANCE EASEMENT

THIS EASEMENT, made this 8th day of December, 2025, between CITY OF DICKINSON, a North Dakota municipal corporation, located at 38 1st Street West, Dickinson, ND 58601, hereinafter referred to as "GRANTEE", and DICKINSON PARK DISTRICT, a North Dakota parks deparment, located at 2004 Fairway Street, Dickinson, ND 58601, hereinafter referred to as "GRANTOR" being title holder of the property described herein.

WITNESSETH, that for valuable consideration received, GRANTOR does hereby grant unto GRANTEE in perpetuity, its and their respective successors and assigns, an easement to construct, reconstruct, operate, inspect, protect, maintain, improve, repair, replace, and remove such spillway system as the GRANTEE may from time to time require, upon, over, under, and across the following-described land:

See legal description on enclosed "Easement Exhibit".

GRANTOR, its successors and assigns, hereby grants to GRANTEE, its and their successors and assigns, the right of ingress and egress at all reasonable times over and across the lands of GRANTOR, to and from said strip of land for the purpose of exercising the rights herein granted and to place surface markers within said strip.

GRANTOR, its successors and assigns, agrees not to build, create or construct or permit to be built, created or constructed, any obstruction, building, engineering works or other structures upon, over or under the strip of land herein described or that would interfere with the herein stated uses, or GRANTEE's rights hereunder. GRANTOR agrees not to alter the existing grade within the easement without prior approval from GRANTEE.

GRANTEE agrees that the easement will be left in good repair so that there is no unreasonable damage and that any and all damages that may result to the improvements on said premises caused by siad construction and maintenance will be paid for by GRANTEE if not able to be repaired to their existing condition. The damages, if not mutually agreed upon, may be determined by three

disinterested persons, one to be selected by the responsible GRANTEE and one by GRANTOR; these two shall select a third person. The award determined by these three persons shall be final and conclusive.

To the extent allowed under North Dakota law, GRANTEE agrees to indemnify, defend, and hold harmless GRANTOR from and against any claim made against GRANTOR and/or GRANTOR's representatives, successors, or assigns for any loss or damage, including property damage and death or bodily injury, suffered by GRANTOR or any of its representatives which is a result of GRANTEE's use of the easement premises. GRANTEE will not indemnify for anything caused by GRANTOR's acts, omissions, misconduct, or negligence.

ENCLOSURES: Easement Exhibit

GRANTOR – DICKINSON PARK DISTRICT

By: Scott Karsky

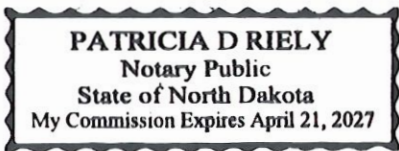
Signature: [Handwritten Signature]

STATE OF NORTH DAKOTA)

:SS

COUNTY OF STARK)

On this 8th day of December, 20 25, before me personally appeared Scott Karsky, known to me to be the persons who are described in and that executed the foregoing instrument, and acknowledged to me that they executed the same.



Signature: Patricia D Riely

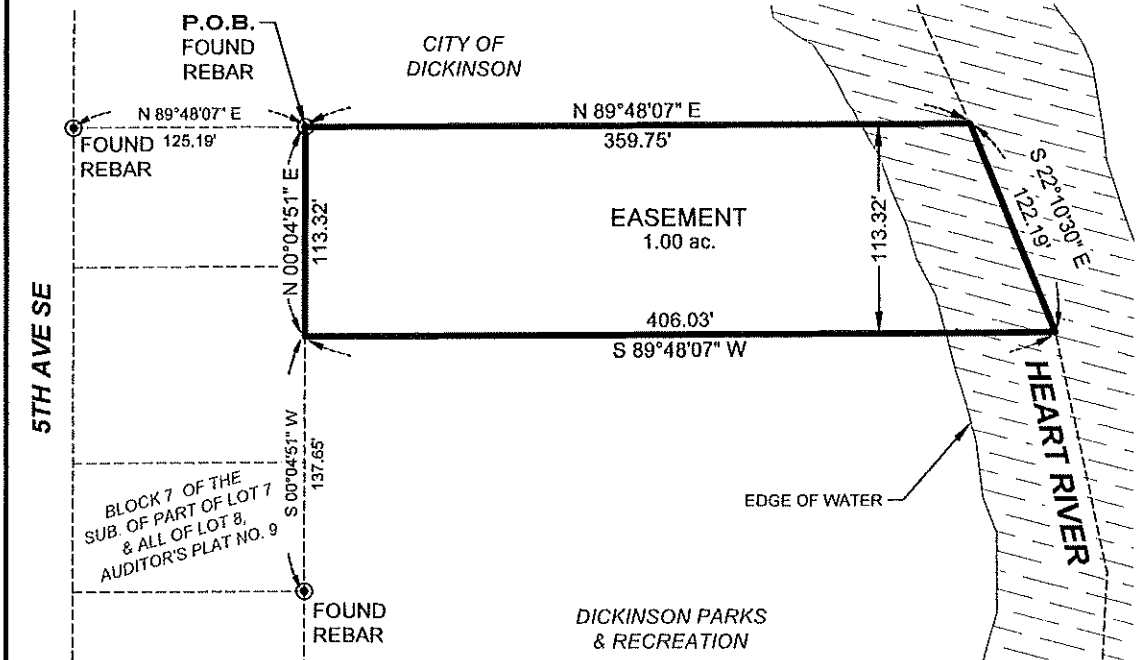
Stark Co, Dickinson, ND, Notary Public

State of North Dakota

My Commission Expires: April 21, 2027

EASEMENT EXHIBIT

A PORTION OF LOT 7 OF AUDITOR'S PLAT NO. 9 IN THE
NW¼ SECTION 10, T139N, R96W, 5th P.M., CITY OF DICKINSON, STARK COUNTY, ND



EASEMENT BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT SEVEN (7) OF AUDITOR'S PLAT NO. 9 IN THE NORTHWEST QUARTER (NW¼) OF SECTION TEN (10), TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK SEVEN (7) OF THE SUBDIVISION OF PART OF LOT 7 AND ALL OF LOT 8 AUDITOR'S PLAT NO. 9, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID LOT SEVEN (7) OF AUDITOR'S PLAT NO. 9; THENCE N 89°48'07" E ALONG SAID NORTH LINE, A DISTANCE OF 359.75 FEET TO THE CENTERLINE OF THE HEART RIVER; THENCE ALONG THE CENTERLINE OF THE HEART RIVER S 22°10'30" E, A DISTANCE OF 122.19 FEET; THENCE S 89°48'07" W LEAVING SAID CENTERLINE AND ALONG A LINE BEING PARALLEL TO AND 113.32 FEET SOUTH OF SAID NORTH LINE, A DISTANCE OF 406.03 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK SEVEN (7); THENCE N 00°04'51" E ALONG SAID EAST LINE, A DISTANCE OF 113.32 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.00 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

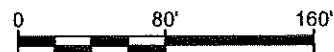
SURVEY NOTES

- DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM.
- SAID PROJECT HAS A CENTRAL MERIDIAN OF LATITUDE: 46°51'42.38098" / LONGITUDE: 102°47'24.24924". BEARINGS ARE BASED ON TRUE NORTH AT THIS LOCATION.

I, KC Homiston, Registered Professional Land Surveyor, LS-5466, do hereby certify that the survey plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

LEGEND

- EASEMENT BOUNDARY
- EXISTING LOT LINE
- FOUND PROPERTY CORNER
- P.O.C.** POINT OF COMMENCEMENT
- P.O.B.** POINT OF BEGINNING
- BOUNDARY OF WATER



SCALE: 1" = 80'

HIGHLANDS
ENGINEERING
OFFICE: 701.483.2444
WWW.HIGHLANDSENG.COM

SURVEY REQUESTED BY: CITY OF DICKINSON	
PROJECT NUMBER: 200122	SCALE: 1"=80'
DRAWN BY: AWS	DATE: 12/04/25
SHEET NUMBER: 1 of 1	