

RIGHT-OF-WAY-EASEMENT

THIS INDENTURE, made as of this ____ day of _____, 20 ____, between the STATE OF NORTH DAKOTA and the NORTH DAKOTA STATE BOARD OF HIGHER EDUCATION, for the use and benefit of the North Dakota State University Dickinson Research Extension Center, Grantors, and the CITY OF DICKINSON a municipal corporation, whose address is 38 1st Street West, Dickinson, ND 58601, Grantee;

WITNESSETH:

1. For good and valuable consideration the receipt whereof is hereby acknowledged, Grantors have granted and by these presents do grant to Grantee, its successors and assigns, a right-of-way easement to construct, install, operate, and maintain a water system, together with the further right of reasonable access to said easement for the purpose of exercising the rights herein granted upon, over and under the following described land situated in the County of Stark and the State of North Dakota:

A TWENTY FOOT (20') STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP ONE HUNDRED FORTY NORTH (T140N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA LYING TEN FEET (10') ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION THIRTY-TWO (32) BEING A FOUND "X" IN A MANHOLE; THENCE N 00°10'37" E ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE1/4), A DISTANCE OF 681.87 FEET TO THE POINT OF BEGINNING; THENCE N 89°54'51" W LEAVING SAID EAST LINE, A DISTANCE OF 62.36 FEET; THENCE N 04°15'08" E, A DISTANCE OF 43.75 FEET; THENCE N 41°41'35" W, A DISTANCE OF 63.09 FEET; THENCE N 87°12'48" W, A DISTANCE OF 143.95 FEET; THENCE N 33°20'03" W, A DISTANCE OF 25.40 FEET TO THE POINT OF TERMINUS..

SAID STRIP OF LAND CONTAINS 0.155 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

Said described parcel is depicted by the enclosed Watermain Easement Exhibit.

3. Grantee shall, after the exercise of any rights granted herein, restore the lands subject to this easement to as near their original condition as reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with the installation or access to said lands. Grantee agrees to pay for damage, including but not limited, to fences and growing crops arising from the construction and maintenance of the aforesaid.

4. Grantors agree that no structure or obstruction other than fences or driveways will be erected or permitted on or within said easement; provided, however, that Grantor reserves the right to place, construct or operate necessary utilities for Grantor's operations, when such utilities shall not unduly interfere with Grantee's easement rights granted herein, and which shall be at no charge by Grantee to Grantor, except that Grantor must restore said lands subject to Grantee's easement to their original condition.

5. Grantee assumes all liability in connection with proper maintenance thereof and shall defend, indemnify and hold Grantors harmless from any claims of any nature whatsoever arising out of the construction, use, condition and/or maintenance of said water system, and Grantors are hereby relieved from all liability concerning the same.

6. The duration of this easement shall be for a period of 99 years from the date and year first above written. Should Grantee, its successors and assigns, cease to use said parcel or tract of land for a water system during this period, the same shall revert to Grantors, their successors and assigns.

7. Grantor hereby reserves title to and any interest in any and all archeological and paleontological materials, whether located on or below the surface of said land.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first above written.

GRANTOR:

THE STATE OF NORTH DAKOTA

Kelly Armstrong, Governor

ATTEST:

State of North Dakota)

County of Burleigh)

The foregoing instrument was acknowledged before me, this _____ day of _____, 20____ by Kelly Armstrong, Governor of the State of North Dakota. (See N.D.C.C. § 47-19-14.5 et seq.)

Michael Howe, Secretary of State.

**NORTH DAKOTA STATE UNIVERSITY
OF AGRICULTURE AND APPLIED SCIENCE**

David Cook, President

ATTEST:

Bruce A. Bollinger, Vice President for Finance & Administration

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF CASS)

On this ____ day of _____, 20____, before me, a notary public in and for said county and state, personally appeared David Cook and Bruce A. Bollinger to me known to be the President and Vice President for Finance and Administration, respectively, of NORTH DAKOTA STATE UNIVERSITY OF AGRICULTURE AND APPLIED SCIENCE, and that they executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

GRANTEE:

Title

ATTEST:

Title

STATE OF)
COUNTY OF)ss.
)

On this _____ day of _____, 20____, before me a notary public in and for said county and state, personally appeared _____, known to me to be the _____ of _____, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

