

**UTILITY EASEMENT**  
**WATER SYSTEM**

THIS UTILITY EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between CITY OF DICKINSON, a North Dakota municipal corporation, located at 38 1<sup>st</sup> Street West, Dickinson, ND 58601, hereinafter referred to as “GRANTEE”, and PERRY & ANNETTE BOESPFLUG, husband and wife, residing at 3530 Pinecrest Parkway, 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, increase the capacity of, operate, inspect, protect, maintain, repair, replace and remove such water systems as the GRANTEE may from time to time require, consisting of underground markers, valves, fittings, connections, pipelines, and other facilities used in the construction, operation, maintenance, increasing the capacity of, repair, replacement, and removal of said water systems, upon, over, under, and across the following-described land:

*See legal description on enclosed “Water Line 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 crops, trees, fences, and improvements on said premises caused by the construction and maintenance of said water systems will be paid for by GRANTEE if not able to be repaired to their existing condition. GRANTEE acknowledges that mature pine, juniper, and other coniferous trees are located near the easement. GRANTEE will take all reasonable precautions not to damage such trees or the roots of such trees. GRANTEE and their contractors shall not excavate or plow in pipe or cable within 10-feet of mature trees without specific consent of GRANTOR. 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.

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: Water Line Easement Exhibit

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this easement as of the day and year first above written.

**GRANTOR – CITY OF DICKINSON**

Signature: \_\_\_\_\_  
Scott Decker – President  
Board of City Commissioners

Attest: \_\_\_\_\_  
Dustin Dassinger – City Administrator

STATE OF NORTH DAKOTA )

:SS

COUNTY OF STARK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally appeared SCOTT DECKER and DUSTIN DASSINGER, known to me to be, respectively, the President of the Board of City Commissioners and the City Administrator of the City of Dickinson, the persons who are described herein and who executed the within and foregoing instrument and acknowledged to me that the City of Dickinson executed the same.

Signature: \_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of North Dakota

My Commission Expires: \_\_\_\_\_

**GRANTEE – PERRY & ANNETTE BOESPFLUG**

Signature: \_\_\_\_\_  
Perry Boespflug

Signature: \_\_\_\_\_  
Annette Boespflug

STATE OF NORTH DAKOTA )

:SS

COUNTY OF STARK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally appeared PERRY & ANNETTE BOESPFLUG, 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: \_\_\_\_\_

\_\_\_\_\_, Notary Public

State of North Dakota

My Commission Expires: \_\_\_\_\_