

Prepared by:  
Address: 400 North 4<sup>th</sup> Street  
Bismarck, ND 58501

## **GREAT PLAINS NATURAL GAS CO PIPELINE EASEMENT BY OWNER**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020, between GREAT PLAINS NATURAL GAS CO., a Delaware corporation, 705 West Fir, Fergus Falls, Minnesota 56537, hereinafter called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely: \_\_

\_\_\_\_\_  
City of Marshall  
whose address is \_\_\_\_\_ 344 West Main Street \_\_\_\_\_

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement 13' feet in width, being -- feet left, and -- feet right of the center line as laid out and/or surveyed, or as finally installed through, over, under and across the tract of land hereinafter described, for the purpose of installing and constructing thereon, and thereafter to operate, inspect, protect, maintain, repair, increase the capacity of, remove, replace and abandon in place, a gas pipeline or lines, including without limitation necessary pipes, equipment, and fixtures, said tract of land being situated in the County of Lyon, State of Minnesota, and more particularly described as follows:

### **An easement in part of Outlot A of Eastros Place Addition to the City of Marshall, Lyon County, Minnesota more fully described in attached Exhibit A**

Should additional pipelines be laid under this grant, at any time, an additional consideration equal to the consideration paid for this grant, calculated on a lineal rod basis, shall be paid for each additional line.

OWNER, 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 above described tract of land or that would interfere with said pipeline or lines or COMPANY'S rights hereunder. Company shall have the right, but not the obligation, to cut and clear trees and shrubbery from the above described tract of land.

The OWNER, its successors and assigns, hereby grants to COMPANY, its successors and assigns, the right at all reasonable times of ingress and egress to the above describe premises across adjacent lands of the Owner, it successors and assigns, at convenient points for the enjoyment of the aforesaid uses, rights, and privileges.

COMPANY hereby agrees that it will pay any and all damages that may result to the crops, fences, buildings and improvements on said premises caused by constructing, reconstructing, inspecting, protecting, maintaining, repairing, increasing the capacity of, operating or removing said pipeline or lines. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; these two shall select the third person. The award of these three persons shall be final and conclusive.

If the herein described lands are in the State of North Dakota, this easement is limited to a term of 99 years.  
If the herein described lands are in the State of Wyoming, OWNER does hereby release and waive all rights under and by virtue of the homestead exemption laws of that state.

IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written.

CITY OF MARSHALL

\_\_\_\_\_  
By: Robert J. Byrnes  
Its: Mayor

\_\_\_\_\_  
By: Kyle Box  
Its: City Clerk

STATE OF MINNESOTA        )  
  )ss.  
COUNTY OF LYON            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Robert J. Byrnes and Kyle Box, the Mayor and City Clerk of the City of Marshall, a Municipal Corporation under the laws of the State of Minnesota, on behalf of the City of Marshall.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

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

W.O. 2077742 L.R.R NO \_\_\_\_\_

FILE NO. \_\_\_\_\_ TRACT NO. \_\_\_\_\_