

RSOE DOTZENROD

Docket 480

**EASEMENT AGREEMENT**

THIS AGREEMENT is entered into this 11 day of September, 2014, by and between Verne Ulven and Rebecca Ulven, husband and wife, of 16567 64<sup>th</sup> St. SE, Walcott, ND 58077, (hereafter referred to as "Grantor"), and Rose Dotzenrod, of 7390 Highway 18, Wyndmere, ND 58081 (hereafter referred to as "Grantee").

**RECITALS**

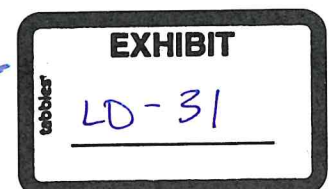
1. Grantor is the fee owner of the following described real property situated in Richland County, North Dakota (the "Grantor's Property"):

The North Half of the Northeast Quarter (N1/2NE1/4) of Section Twenty-six (26) in Township One Hundred Thirty-five (135), Range Fifty-one (51) West of the Fifth Principal Meridian, Richland County, North Dakota; EXCEPTING THEREFROM the north 33 feet thereof, and FURTHER EXCEPTING the east 100 feet thereof.

2. Grantee is the fee owner of the following described real property situated in Richland County, North Dakota (the "Grantee's Property"):

The Northwest Quarter (NW1/4) of Section Twenty-six (26) in Township One Hundred Thirty-five (135), Range Fifty-one (51) West of the Fifth Principal Meridian, Richland County, North Dakota.

3. As part of a tiling system located on the Grantee's Property, tiling lines are required so that water can flow from the Grantee's Property across the Grantor's property to a mainline pipe and outlets located on the north side of Grantor's Property, at a public ditch. Grantee desires to obtain from Grantor certain easement rights over and across Grantor's Property for purposes of placing, constructing, operating, repairing, maintaining and replacing the said tile lines and outlet pipes.
4. Grantor is willing to grant and convey certain easement rights to Grantee for the purposes contemplated in the preceding paragraph, on the terms and conditions set forth hereafter.



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NOW THEREFORE, in consideration of the Grantee constructing the tiling project and outlet pipes on Grantor's Property which Grantor acknowledges will also serve the Grantor's Property, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby conveys and grants to Grantee a permanent easement over and across Grantor's Property, in such locations as are shown on the attached Exhibit 1 for purposes of placing, constructing, operating, repairing, maintaining and replacing tile lines and outlet pipes benefitting Grantee's Property.
2. Effective Date/Duration: The easement granted herein shall become effective upon the date of execution of this Agreement by the parties and shall continue for a period of 99 years. The easement may be terminated only upon the mutual written agreement of the parties hereto or their successors and assigns in interest.
3. Costs and Expenses. All costs and expenses relating to the placement, construction, operation, repair, maintenance, and replacement of the tiling system and outlet pipe shall be paid by the Grantee.
4. Restriction on Use of the Easement Area. Grantor shall not construct or locate any permanent improvement within the Easement Area at any time which will interfere with the maintenance or repair of the tiling system or outlet pipes by the Grantee.
5. Representations and Warranties by Grantor. Grantor covenants and warrants unto Grantee that:
  - A. Grantor is the owner of Grantor's Property; and
  - B. Grantor has the right to convey the easement set forth herein.
6. Representations and Warranties by Grantee. Grantee covenants and warrants unto Grantor that:
  - A. Grantee shall promptly pay all costs associated with the construction, maintenance and repair of the tiling system and outlet pipe to prevent the filing of any mechanics liens against Grantor's Property as a result of such work.
  - B. Upon completion of any maintenance of the tiling system and outlet pipe through the term of this Permanent Easement, Grantee shall take all necessary steps to maintain the Grantor's Property in the condition it was in prior to any maintenance or repairs made



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thereon.

- C. All work shall be completed in accordance with plans and specifications approved by the appropriate offices and in conformance with all applicable state, and local laws, rules and regulations.
  - D. All piping in the easement area will be placed at an adequate depth so as not to interfere with Grantor's farming activities. Grantor shall not be held liable for any damages that may occur to the pipe due to farming of the easement area.
  - E. Grantee or his successors in interest shall reimburse Grantor, or his successor(s) in interest for any and all crop damage that may result from Grantee's maintenance or repair of the tiling system and outlet pipe.
7. Easement to Run With the Land. The easement granted herein shall run with and bind the Grantor's Property for the benefit of the Grantee's Property.
8. Insurance and Hold Harmless. Grantor and Grantee shall each maintain liability insurance with respect to the Easement area, as their interests appear, as deemed appropriate by their respective insurers. Further that the Grantee shall hold Grantor harmless, as a continuing obligation under which successive recoveries may be had, jointly or severally, from and against all loss, costs and damages including court costs and attorney's fees, to which it may be subject to or liable for in respect to the use of the Grantor's Property by the Grantee.
9. Enforceability. Enforcement of this Agreement may be by any proceeding at law or in equity against any person or persons attempting to violate the same, whether to restrain violation thereof, or to complete compliance therewith, or to recover damages, including reasonable attorneys' fees and costs of any such action. In the event that any part of this Agreement shall be determined to be unenforceable for any reason, such determination shall not affect or render unenforceable any other provision of this Agreement.
10. Governing Law. This Agreement shall be interpreted and construed under the laws of the State of North Dakota.

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IT WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

GRANTOR:

Verne Ulven  
Verne Ulven

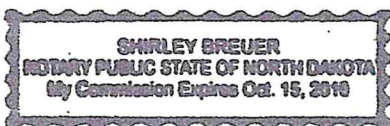
Rebecca Ulven  
Rebecca Ulven

GRANTEE:

Rose Dotzenrod  
Rose Dotzenrod

STATE OF NORTH DAKOTA     )  
  )SS  
COUNTY OF RICHLAND     )

On this 11 day of September, 2014, before me personally appeared Verne Ulven and Rebecca Ulven, husband and wife, known to me to be the persons who are described in and who executed the within and foregoing document, and acknowledged to me that they executed the same.

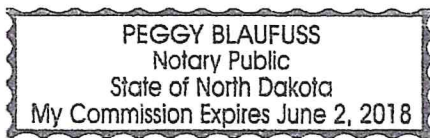


Shirley Breuer  
Notary Public  
My Commission Expires: October 15, 2016

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STATE OF NORTH DAKOTA     )  
  )SS  
COUNTY OF RICHLAND     )

On this 21<sup>st</sup> day of August, 2014, before me personally  
appeared Rose Dotzenrod, known to me to be the person who is described in and who  
executed the within and foregoing document, and acknowledged to me that she  
executed the same.



Peggy Blaufuss  
Notary Public  
My Commission Expires:

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8/14/14



**Document Number: 374287**

RECORDER'S OFFICE, RICHLAND COUNTY, ND 1/25/2022 2:10 PM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
JACKIE BABBITT, COUNTY RECORDER

by Jackie Babbitt

**Document #374287**

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