

UTILITY EASEMENT

This Easement Agreement (this "Agreement") is made effective _____, 20 _____
by and between:

Grantor: **City of Minot**, a political subdivision of the state of North Dakota
P.O. Box 5006, Minot, North Dakota 58702-5006

and

Grantee: **Midcontinent Communications**, a South Dakota partnership
3901 North Louise Avenue, Sioux Falls, South Dakota 58707

WHEREAS, Grantor is the fee owner of real property located in Ward County, North Dakota more particularly described in Exhibit A attached hereto and incorporated by reference (the "**Property**"); and

WHEREAS, Grantor desires to grant to Grantee a utility easement over, under, upon and through a portion of the Property more particularly described in Exhibit B, attached hereto and incorporated by reference (the "**Easement Area**") for a period of ninety-nine (99) years to install and maintain **Communication Facilities** as defined and according to the terms and conditions contained in this Agreement; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged by Grantor:

1. Grantor grants and conveys to Grantee, its successors and assigns, an easement over, upon, under and through the Easement Area to construct, place, operate, inspect, maintain, repair, replace and remove Communication Facilities and related equipment, including but not limited to fiber and coaxial cables, conduits, strands, wires, hardware, pads, markers, pedestals, and junction boxes with wires, cables, and any necessary fixtures and appurtenances thereto (collectively, the "Communication Facilities"), as Grantee may require from time to time for transporting, distributing and receiving video, voice and data signals related to cable television, telephone, security, information, business, entertainment, interactive and high speed data services, and any other communications services available now or in the future.
2. The easement granted by this instrument includes the privilege to do all things necessary to facilitate the construction, operation, maintenance, repair, and replacement of Communication Facilities including (but not limited to):

- a. rights of ingress and egress across Grantor's adjacent property in order to access the Easement for the aforesaid purposes;
 - b. to survey;
 - c. to store, and stockpile equipment, dirt, pipe, and other miscellaneous supplies and materials for a reasonable time as determined by the Minot Airport Director that may be necessary for construction, operation, maintenance, repair, and replacement of Communication Facilities;
 - d. to remove any object, including (but not limited to) trees, shrubs, timber, and wood, which in the opinion of the Grantee, will interfere with the Communication Facilities; and
 - e. to use, relocate and/or remove the Communication Facilities within the Easement Area, and to make changes, including additions and substitutions to its Communication Facilities as it deems necessary.
3. Grantee, its contractors, successors or assigns shall restore any land disturbed during the initial installation or construction of the Communication Facilities, or during any subsequent maintenance, repair or reconstruction of the Communication Facilities, to a condition similar to that existing prior to the Grantee's actions. Grantee agrees to also restore any adjacent property damaged by Grantee's exercise of the rights conveyed to it under this instrument. For purposes of this paragraph, "restore" shall mean removing all debris, surplus material and construction equipment from the easement area and returning any disturbed land to smooth surface contours and neat condition, including, but not limited to replacing stripped topsoil, seeding previously grassed areas, and repairing and replacing surfaces on roadways with like materials.
4. Grantee shall have the right from time to time to clear the easement of all tress, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges granted by this easement. Grantee, its contractors, successors, or assigns, prior to entering upon lands of the Grantor for the purpose of maintaining, repairing, cleaning out, widening, deepening or extending the Communication Facilities owned by Grantee shall obtain the prior approval from the Airport Director, whose approval shall not be unreasonably withheld.
5. All of the materials, equipment, and facilities constructed on the Easement by the Grantee shall remain Grantee's property.
6. Grantee shall not permit any maintenance or construction equipment to encroach into restricted airspace or clear zones, approach slopes, runway and taxi, or safety areas, nor allow any such activities or equipment to enter upon the Property or Easement Area without prior approval from the Airport Director. Such prior approval shall not be necessary when an emergency condition exists and immediate action by Grantee is necessary to protect the public health, safety, and welfare. When an emergency situation exists, Grantee shall coordinate ingress and egress with Airport management.
7. Grantee shall not construct nor permit to stand above ground level on said easement any building, structure, poles or other objects, manmade or natural, to a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces, based upon current runways or future runways which may be constructed.
8. Grantee shall file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any maintenance or improvement within said easement.
9. At such time in the future as deemed necessary by Grantor, Grantor may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.) provided Grantor gives adequate notice to Grantee. Should such protection or relocation of the Communication Facilities become necessary due to changes to federal, state, or local laws or to facilitate airport improvements or

other airport activities, Grantee agrees to pay all costs associated with protecting or relocating the Communication Facilities.

10. This Agreement shall be binding on all other parties, both public and private, which presently, or at a future time, are allowed by the contracting parties to occupy or utilize the easement conveyed by this Agreement.
11. Grantee agrees to maintain and protect at its own expense any electric or water lines, drains, sanitary sewers, or other appurtenances and equipment it places within the Easement Area. Should a change in airport operations or standards, or a change in federal, state, or local law require the upgrade or additional protections for Grantee's Communication Facilities or equipment or appurtenances thereto, the cost shall be paid by Grantee.
12. Grantee agrees to pay for any increased cost to maintain and operate their Communication Facilities resulting from the relocation of such lines and shall perform all necessary maintenance at its own expense in accordance with specifications approved by the Grantor and Grantee.
13. Grantee agrees to save and keep Grantor harmless from and indemnify it against any penalty, damage or charges imposed for Grantee's violation of federal, state or local laws. Grantee agrees to at all times protect, indemnify and save Grantor harmless of and from any loss, cost, damage, or expense, including attorney's fees, arising out of or from any accident or other occurrence on or about the Property and Easement Area that causes injury to any person or property, that arises by reason of Grantee's construction, operation, maintenance, and use of this easement.
14. Grantor reserves the right of full use of the Property and Easement Area, subject to the easement granted by this Agreement.
15. This easement shall be subordinate to the provisions of and requirements of any existing or future agreement between the Grantor and the United States, relative to the development, operation, or maintenance of the Airport.
16. Grantee agrees to subordinate its easement rights under this Agreement to airport use and development and will not, in the maintenance, repair, removal, relocation, or replacement of its said Communication Facilities, to upon the Property or Easement Area or in any manner interfere or interrupt the use or operation of the airport or its attendant facilities, without prior coordination with, and the approval and/or issuance of permit by the Grantor, whose permission and approval shall not be unreasonably withheld, except in the event of an emergency. In an emergency event, the Grantee shall notify by telephone the office designated by Grantor as soon as possible. Initial notification shall be made to the Minot International Airport, and secondary notification made to the City of Minot.

NOW THEREFORE, the Grantor has executed this Easement Agreement on the day and year first set forth above, and does hereby represent that at the time.

CITY OF MINOT

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

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

The foregoing Easement was acknowledged before me on _____, 2023, by

_____.

Notary Public

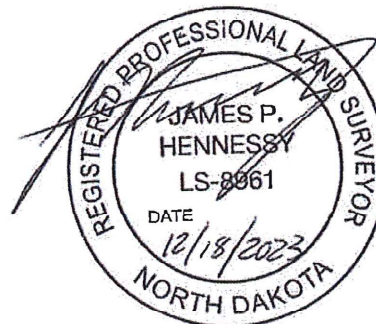
December 18, 2023

Midco
717 20th Avenue SE
Minot, ND 58701
701.339.7619

Exhibit A:

Unplatted portion of the SE1/4 of the SW1/4, of Section 12, SW1/4 of the SW1/4 of Section 12 & The North 1/2 of the NW1/4 of Section 13, Less Minot International Airport, First Addition.

James Patrick Hennessy, PLS
North Dakota PLS #8961
For and on behalf of Houston Engineering, Inc.



EASEMENT EXHIBIT

EXHIBIT B

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP
155 NORTH RANGE 83 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA,

Legal Description:

Utility Easement located in the Southwest quarter of Section 12, Township 155 North, Range 83 West of the Fifth Principal Meridian, City of Minot, North Dakota.

Point of Beginning at the South quarter corner of said Section 12; Thence N89°01'20"W, along the South quarter line of said Section 12, a distance of 160.68 feet to a point on said quarter line; Thence N00°58'40"E, a distance of 44.53 feet to the True Point of Beginning Thence S50°35'22"W, a distance of 10.37 feet; Thence N89°41'55"W, a distance of 102.06 feet; Thence N83°33'00"W, a distance of 59.62 feet; Thence N73°05'27"W, a distance of 85.21 feet; Thence N44°04'39"W, a distance of 150.41 feet; Thence N32°00'19"W, a distance of 65.06 feet; Thence N57°59'41"E, a distance of 10.00 feet; Thence S32°00'19"E, a distance of 64.01 feet; Thence S44°04'39"E, a distance of 146.76 feet; Thence S73°05'27"E, a distance of 81.71 feet; Thence S83°33'00"E, a distance of 58.17 feet; Thence S89°41'55"E, a distance of 97.91 feet; Thence N50°35'22"E, a distance of 6.76 feet; Thence S39°24'38"E, a distance of 10.00 feet to the True Point of Beginning

Utility Easement contains 4,640.227 sqft. or 0.107 ac., More or Less.

All located in the Southwest quarter of Section 12, Township 155 North Range 83 East of the Fifth Principal Meridian, City of Minot, County of Ward, State of North Dakota.

Bearings are based on the South Section line of Section 12 being N89°01'20"W, a distance of 2,645.10 feet, between the South quarter corner of Section 12 and Southwest section corner of Section 12.

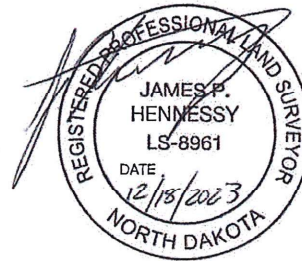
In witness whereof I have set my hand and seal.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.

JAMES P. HENNESSY
James P. Hennessy

12/18/2023
Date

Registration No. 8961



PROJECT NO.
11792-0002

MIDCO
717 20TH AVENUE SE, MINOT, NORTH DAKOTA 58701

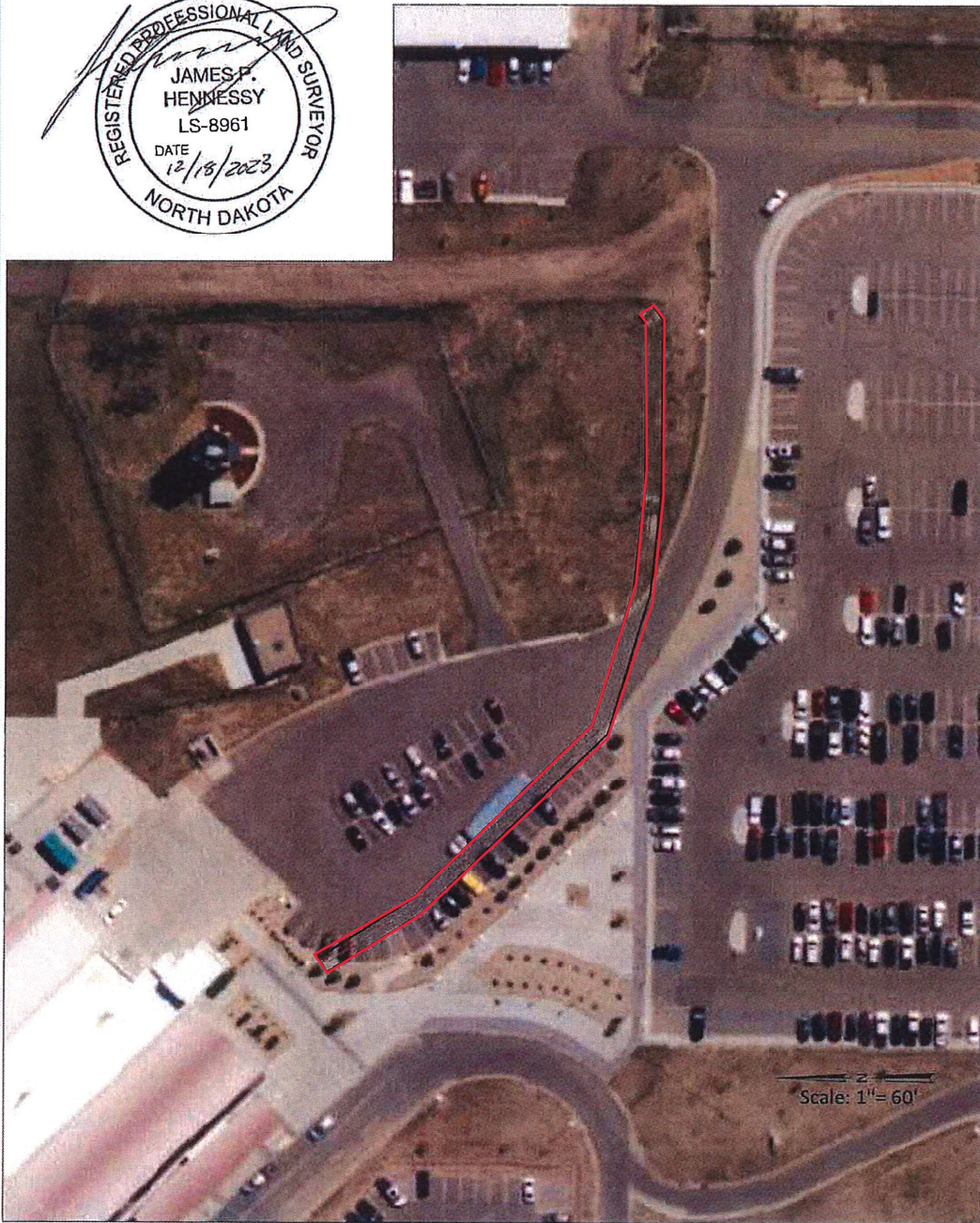
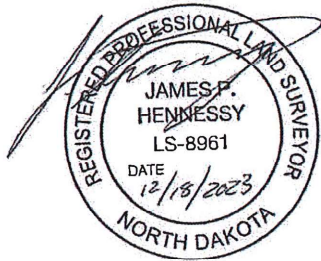
SHEET
1 OF 2

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EASEMENT EXHIBIT

EXHIBIT B

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP
155 NORTH RANGE 83 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA,



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PROPOSED CENTERLINE
EXISTING ELECTRIC LINE
EXISTING OVERHEAD LINE

S59°27'46"E
105.00'

FO
UGS
OHP

NOTE: ALL BEARINGS AND
DISTANCES GIVEN ARE BASED ON
U.S. STATE PLANE COORDINATE
SYSTEM, NORTH DAKOTA NORTH
ZONE U.S. SURVEY FEET, GRID.



PROJECT NO.
11792-0002

MIDCO
717 20TH AVENUE SE, MINOT, NORTH DAKOTA 58701

SHEET
2 OF 2

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SUBORDINATION AGREEMENT

Midcontinent Communications ("Midco")

THIS AGREEMENT made and entered into the 4th day of March, 2024, by and between Midcontinent Communications, a South Dakota general partnership, hereinafter referred to as "Company", and the City of Minot, a municipal corporation, hereinafter referred to as "City."

WITNESSETH:

WHEREAS the City is the owner of that certain Municipal Airport located in Ward County, State of North Dakota, and

WHEREAS, Company is the owner of underground communications facilities and an easement containing 4,640.277 sq. ft. Or 0.107 acre, more or less, for underground communications facilities across a tract of land 460' feet in width lying in that part of Section 12, Township 155 North, Range 86 West of the Fifth Principal Meridian, City of Minot, Ward County, State of North Dakota, which is described as follows: Point of Beginning at the South quarter corner of said Section 12; Thence N89°01'20"W, along the South quarter line of said Section 12, a distance of 160.68 feet to a point on said quarter line; Thence N00°58'40"E, a distance of 44.53 feet to the True Point of Beginning Thence S50°35'22"W, a distance of 10.37 feet; Thence N89°41'55"W, a distance of 102.06 feet; Thence N83°33'00"W, a distance of 59.62 feet; Thence N73°05'27"W, a distance of 85.21 feet; Thence N44°04'39"W, a distance of 150.41 feet; Thence N32°00'19"W, a distance of 65.06 feet; Thence N57°59'41"E, a distance of 10.00 feet; Thence S32°00'19"E, a distance of 64.01 feet; Thence S44°04'39"E, a distance of 146.76 feet; Thence S73°05'27"W, a distance of 81.71 feet; Thence S83°33'00"E, a distance of 58.17 feet; Thence S89°41'55"E, a distance of 97.91 feet; Thence N50°35'22"W, a distance of 6.76 feet; Thence S39°24'38"E, a distance of 10.00 feet to the True Point of Beginning, which said line and easement are located in under, upon and across a part of said Municipal Airport real estate, and,

WHEREAS, Company will subordinate its rights under said easement to airport use and development and will not, in the maintenance, repair, removal, relocation, or replacement of its said underground communications facilities and all necessary and usual appurtenance equipment thereto, all for the purpose of transmitting communications, go upon the City's said airport property or in any manner interfere with or interrupt the use or operation of said airport or its attendant facilities, without prior coordination with, and the approval and/or issuance of permit by the City, except in the event of an emergency. In such event Company shall notify by telephone to the office

designated by City as soon as possible. Initial notification shall be made to Minot International Airport and *secondary notification shall be made to the City of Minot*

NOW THEREFORE, the parties hereto agree, each with the other, that Company will not, in the maintenance, repair, removal, relocation, or replacement of its above described facility, or in the exercise of any other easement right, go upon the City's said airport property or in any manner interfere with or interrupt the use or operation of said airport or its attendant facilities, without the prior approval of the City; and the City must not unreasonably withhold such approval.

This agreement is and must be binding upon and inure to the benefit of the parties and their successors and assigns. IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year below our signatures indicated.

ATTEST: 
Midcontinent Communications

BY: Derek Weigel

ITS: GM Regional Construction

DATE: 2/28/24

ATTEST: _____
CITY OF MINOT, NORTH DAKOTA
A MUNICIPAL CORPORATION

BY: _____

ITS: _____

DATE: _____

---NOTARIZED--- City Clerk