

**TEMPORARY EASEMENT/PERMANENT MAINTENANCE**

North Dakota Department of Transportation, Design Division  
DOT 10046 (Rev. 05-2005)



Project Control Number					
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Project	Parcel(s)
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\_\_\_\_\_ EASEMENT

That \_\_\_\_\_,

hereinafter referred to as the Grantor(s), whose address is \_\_\_\_\_,

for and in consideration of the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ) and other good and

valuable consideration, ha \_\_\_ this day sold to the state of North Dakota, for the use and benefit of the

North Dakota Department of Transportation, hereinafter referred to as NDDOT, whose address is 608

East Boulevard Avenue, Bismarck, North Dakota 58505-0700, a temporary easement for construction,

removal of borrow, deposit of waste material, changing and reshaping the existing channel, and

modifying the drainage over land lying and being in \_\_\_\_\_ county, state of North

Dakota, and more specifically described as follows, to wit:

The purpose of this easement is to grant to the state of North Dakota, for the use and benefit of NDDOT, the right to remove material for construction purposes, deposit waste from said construction excavation, and perform such maintenance as may be necessary to construct and maintain drainage over and across the above-described lands.

Further, it is a specific condition of this easement that the Grantor(s) shall retain ownership and use of the above-described property after construction has been completed and grants to the state of North Dakota, for the use and benefit of NDDOT, the right of entry during the period of construction and in perpetuity thereafter for the necessary maintenance of the facility to be constructed.

The Grantor(s) further agrees to release the state of North Dakota, its successors and assigns from all claims for any and all damages resulting to the lands through and across which the parcel of land herein described is located by reason of such construction and maintenance and the removal of materials from the premises hereby covered and from uses incident thereto.

EXECUTED the date last below signed.

WITNESS(S):

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

GRANTOR(S):

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

