

**WARRANTY DEED. (By Corporation)**

PROJECT:

PARCEL(S):

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_ 2014, between \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and having its principal place of business at \_\_\_\_\_, in the County of \_\_\_\_\_ and State of \_\_\_\_\_ party of the first part, and \_\_\_\_\_ whose address is \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, part \_\_\_\_ of the second part: WITNESSETH, that the said party of the first part, for and in consideration of the sum of \_\_\_\_\_ Dollars, to it in hand paid by said part \_\_\_\_ of the second part, the receipt whereof is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said part \_\_\_\_ of the second part \_\_\_\_\_ successors and assigns, Forever, all \_\_\_\_\_ tract \_\_\_\_ or parcel \_\_\_\_ of land lying and being in the County of \_\_\_\_\_, and State of North Dakota, and described as follows, to wit:

**NDDOT is acquiring the right of way described in this deed for use as a public highway.**

Excepting and reserving to the Grantor(s) herein, their successors and assigns, all oil, oil rights, natural gas, natural gas rights, and other fluid that maybe within or under the property of land herein described without, however, the right ever to drill, dig, or mine through the surface of said land therefore or otherwise in such manner as to endanger or interfere in any way with the safety or use of any highway that may be constructed on or near the lands hereby conveyed.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said part \_\_\_\_ of the second part, \_\_\_\_\_ heirs and assigns, Forever. And the said \_\_\_\_\_

\_\_\_\_\_, a corporation, party of the first part, for itself, its successors and assigns does covenant with the part \_\_\_\_ of the second part, \_\_\_\_\_ heirs and assigns; that it is well seized in fee of the land and premises aforesaid; and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances and the above bargained and granted land and premises in the quiet and peaceable possession of said part \_\_\_\_ of the second part, \_\_\_\_\_ successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part will warrant and defend.

IN TESTIMONY WHEREOF, The said corporation has caused these presents to be executed in its corporate name by its \_\_\_\_\_ and \_\_\_\_\_ and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signed and delivered in presence of )  
\_\_\_\_\_)  
\_\_\_\_\_)

By: \_\_\_\_\_  
Attest: \_\_\_\_\_

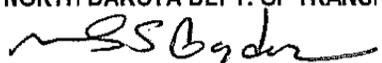
STATE OF NORTH DAKOTA, )  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the \_\_\_\_\_ and \_\_\_\_\_ respectively of the corporation that is described in and that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Print, Type, or Stamp Name of Notary

(Seal/Stamp)

My commission expires: \_\_\_\_\_

NDDOT Use Only  
  
I certify that the requirements for a report or statement of full consideration paid does not apply because this deed is for one of the transactions exempted by subdivision e of subsection 7 of NDCCSS 11-18-02.2(7).  
  
NORTH DAKOTA DEPT. OF TRANSPORTATION  
  
MARK S. GAYDOS  
Director of Environmental & Transportation Services Grantee or Agent  
Date \_\_\_\_\_

