

## INGRESS/EGRESS EASEMENT

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between DONALD L. GERBER, whose post office address is 3983 East Villard Street, Dickinson, ND 58601, hereinafter referred to as "GRANTOR", and DAWSON MOORE, whose post office address is 4053 East Villard Street, Dickinson, ND 58601, hereinafter referred to as "GRANTEE".

WITNESSETH, That for valuable consideration received, GRANTOR does hereby grant unto GRANTEE in perpetuity, its and their respective successors and assigns, a non-exclusive fifty foot wide (50') easement and right-of-way to the existing roadway, to construct, reconstruct, maintain, repair, replace such roadway as the Grantee may from time to time require, consisting of but not limited to, grading, leveling, filling, draining, paving, building, maintaining, repairing, and rebuilding, in addition to spreading gravel and removing snow, upon, over, under, and across the following-described land:

*See legal description on enclosed of Ingress/Egress Easement Exhibit for the benefit of Lot 1, Block 1, Moore 1<sup>st</sup> Subdivision, City of Dickinson, Stark County, North Dakota.*

GRANTOR, its successors and assigns, hereby grants to Grantee, jointly and severally, its and their successors and assigns, the right of ingress and egress at all reasonable times over and across the lands of Grantor, to and from said strip of land for the purpose of exercising the rights herein granted and to place surface markers within said strip.

GRANTOR, 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 strip of land herein described or that would interfere with the herein stated uses, or Grantee's rights hereunder. GRANTOR agrees not to alter the existing grade within the easement without prior approval from GRANTEE.

GRANTEE agrees that the easement will be left in good repair so that there is no unreasonable damage and that any and all damages that may result to the crops, fences, and improvements on said premises caused by the construction and maintenance of said roadway will be paid for by GRANTEE if not able to be repaired to their existing condition. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by the responsible GRANTEE and one by GRANTOR; these two shall select a third person. The award determined by these three persons shall be final and conclusive.

ENCLOSURE: Ingress / Egress Easement Exhibit

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

**GRANTOR**

By: Donald L. Gerber

Signature: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Donald L. Gerber, who is the **GRANTOR** described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.

Signature: \_\_\_\_\_

\_\_\_\_\_, Notary Public

State of North Dakota

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

**GRANTEE**

By: Dawson Moore\_\_\_\_\_

Signature:\_\_\_\_\_

STATE OF \_\_\_\_\_)

) ss

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Dawson Moore\_\_\_\_\_, who is the **GRANTEE** described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.

Signature:\_\_\_\_\_

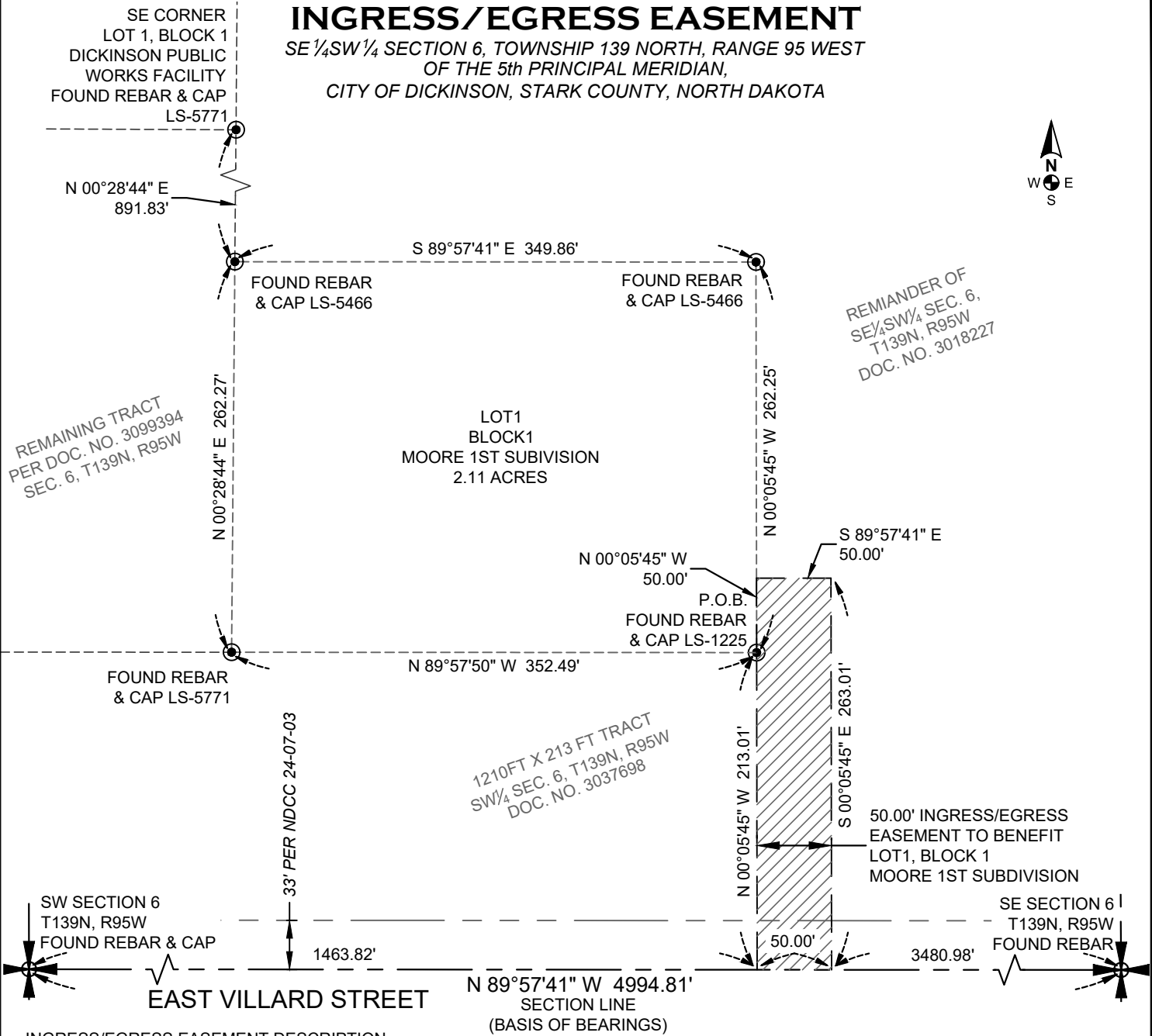
\_\_\_\_\_, Notary Public

State of North Dakota

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

# INGRESS/EGRESS EASEMENT

SE 1/4 SW 1/4 SECTION 6, TOWNSHIP 139 NORTH, RANGE 95 WEST  
OF THE 5th PRINCIPAL MERIDIAN,  
CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA



**INGRESS/EGRESS EASEMENT DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE 1/4 SW 1/4) OF SECTION SIX (6), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-FIVE WEST (R95W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF A TRACT OF LAND AS RECORDED AT THE STARK COUNTY RECORDER'S OFFICE PER DOCUMENT NUMBER 3037698 BEING A FOUND REBAR AND CAP LS-1225; THENCE N 00°05'45" W, A DISTANCE OF 50.00 FEET; THENCE S 89°57'41" E PARALLEL TO THE SOUTH LINE OF SAID SECTION SIX (6), A DISTANCE OF 50.00 FEET; THENCE S 00°05'45" E PARALLEL TO THE EAST LINE OF SAID TRACT, A DISTANCE OF 263.01 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION SIX (6); THENCE N 89°57'41" W ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N 00°05'45" W ALONG SAID EAST LINE OF SAID TRACT, A DISTANCE OF 213.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.30 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

**SURVEY NOTES**

- DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH LINE OF THE OF SECTION SIX (6) WITH THE BEARING BEING N 89°57'41" W, THAT WAS LOCATED BY A GPS OBSERVATION FROM LAT: N46°51'42.38124" / LONG: W102°47'24.24987", BEARINGS ARE BASED ON TRUE NORTH AT THIS LOCATION.

**LEGEND**

- EXISTING LOT LINE
- SECTION LINE
- EXISTING RIGHT-TO-TRAVEL LINE
- PROPOSED EASEMENT
- SECTION CORNER
- FOUND PROPERTY CORNER
- P.O.B. POINT OF BEGINNING

*I, KC Homiston, Registered Professional Land Surveyor, LS-5466, do hereby certify that the survey plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.*

SURVEY REQUESTED BY: DAWSON MOORE	
PROJECT NUMBER: 231254	SCALE.: 1"=100'
DRAWN BY: AJA	DATE: 04/03/24
SHEET NUMBER: 1 of 1	

**HIGHLANDS ENGINEERING**  
OFFICE: 701.483.2444  
WWW.HIGHLANDSENG.COM

