**TEMPORARY TRESPASS AGREEMENT**

This **Temporary Trespass Agreement** (hereafter **“Agreement”**) is made and entered into as of this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_ by and between

      (hereafter **“Grantor”**) and the State of Delaware by and through the Department of Transportation (hereafter **“Grantee”**) P.O. Box 778, Dover, Delaware 19903.

 **WHEREAS**, the Grantor attests to being the owner of certain land located at      ; and

 **WHEREAS**, the Grantee is requesting permission to enter onto the Grantor’s land described above (hereinafter **“Property”**).

 **NOW THEREFORE**, for good and valuable consideration, the Grantor does hereby grant unto the Grantee permission to enter onto the Property to the extent only as necessary to perform the improvements as described below:

|  |
| --- |
|       |
|       |
|       |
|       |
|       |
|       |

 Grantee shall perform all work at its expense in a workmanlike and professional manner. Grantee, its employees or agents shall not damage or harm the remainder of the Property.

Grantee is protected from liability pursuant to 18 Del. C 65 and other statutory and constitutional provisions; this protection is referred to as “sovereign immunity.” As a result of this sovereign immunity, Grantee is not permitted to indemnify, defend or hold harmless any parties including property owners. However, the Grantee’s Contractor is required to preserve the Property from damages caused by the execution or non-execution of the work done on the Property, and to restore the Property at the Contractor’s expense, as provided in the Contract. In addition, the Contractor is required to indemnify and save harmless the Grantee and its officers and employees from any and all claims, demands and causes of actions every kind and character on account of the negligence or intentional misconduct of that Contractor’s employees or agents; including but not limited to responsibility of the Contractor to provide for the protection and safety of all persons and property.

 This Agreement does not imply conveyance of any Property and shall terminate upon completion and acceptance of the project.

**IN WITNESS HEREOF**, the parties hereto have set his/her/their/its hands and seals the day, month and year as written in the first paragraph of this Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Owner Signature Project Engineer/Supervisor

**FOR DEPARTMENT OF TRANSPORTATION USE ONLY**

**DO NOT WRITE BELOW THIS LINE**

Approved this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

 DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

|  |  |
| --- | --- |
| TITLE: |       |