

Montana Department of Transportation  
Right-of-Way Bureau  
PO Box 201001  
Helena, MT 59620-1001

ROW\Forms\PI\1520

Revised 11/06/09

**State of Montana  
Department of Transportation**

Right-of-Way Bureau  
2701 Prospect Avenue  
PO Box 201001  
Helena, MT 59620-1001

RW ID.: NH 53-1(38)0 Parcel No.: 25 County: Yellowstone  
Designation: 27TH ST - 1ST AVE S TO AIRPORT  
Project No.: 7910-038-000

**Bargain and Sale Deed**

**This Deed**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid, the receipt of which is acknowledged, **witnesses that**,

The City of Billings  
P.O. Box 1178  
Billings, MT 59103-1178

does hereby **grant, bargain, sell and convey** to the **Montana Department of Transportation** the following-described real property:

Parcel No. 25 on Montana Department of Transportation Project NH 53-1(38)0, as shown on the Right-of-Way plan for said project recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana. Said parcel is also described as a tract of land in the Westerly one-half of Lot 13 and in Lot 24, Block 184, of the Original Town (Now City) of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 16312, as shown by the shaded areas on the plat, consisting of 1 sheet, attached hereto and made a part hereof, containing a total area of 198 sq. ft., more or less.

D5:7910000:P25

Bargain and Sale Deed  
R/W ID: NH 53-1(38)0  
Designation: 27TH ST - 1ST AVE S TO AIRPORT

Parcel No.: 25

**Excepting and reserving to Grantor(s)**, however, all gas, oil and minerals beneath the surface of the above-described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right, the surface thereof shall not be disturbed, interfered with or damaged. This exception and reservation does not include sand, gravel and other road building materials, which are conveyed by this Deed.

**Further excepting and reserving** unto the Grantor(s), its successors and assigns, all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia of water, water right and ditch ownership, or any interest therein appurtenant to the land described therein, save and except groundwater for the use, benefit and purposes of the Grantee(s).

**To have and to hold** the above-described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the Montana Department of Transportation, and to its successors and assigns forever.

This Deed was executed on the date of its last acknowledgment.

(Signature) \_\_\_\_\_ as \_\_\_\_\_ of The City of Billings  
(Type of Authority) (Name of Entity)  
(Signature) \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
(Type of Authority) (Name of Entity)  
(Signature) \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
(Type of Authority) (Name of Entity)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_  
(date)

by \_\_\_\_\_  
(name of person(s))

as \_\_\_\_\_  
(type of authority, e.g., president, trustee, member, partner, etc.)  
of The City of Billings  
(name of entity on behalf of whom instrument was executed)

(Seal) \_\_\_\_\_  
Notary Signature Line  
Notary Printed Name \_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_  
(date)

by \_\_\_\_\_  
(name of person(s))

as \_\_\_\_\_  
(type of authority, e.g., president, trustee, member, partner, etc.)  
of \_\_\_\_\_  
(name of entity on behalf of whom instrument was executed)

(Seal) \_\_\_\_\_  
Notary Signature Line  
Notary Printed Name \_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_

Substitute **W-9**

State of Montana  
Department of Transportation



**DO NOT send to IRS**

MT Dept of Transportation  
PO Box 201001  
2701 Prospect Avenue  
Helena, MT 59620-1001  
Phone: 406-444-7637  
Fax: 406-444-5411

**Taxpayer Identification Number (TIN) Verification**

**Print or Type**

Please see attachment or reverse for complete instructions.

**Legal Name**  
(as entered with IRS) If Sole Proprietorship, enter your First, MI, Last  
City of Billings

**Trade Name**  
If doing business as (DBA) or enter business name of Sole Proprietorship

**Primary Address** (for 1099 form)  
PO Box or Number and Street, City, State, ZIP + 4  
P.O. Box 1178  
Billings, MT 59103-1178

**Remit Address** (where payment should be mailed, if different from Primary Address) PO Box or Number and Street, City, State, ZIP + 4

**Entity Designation** (check only one type)

Corporation  
 S-Corp  C-Corp  
 Do you provide medical or legal services?  
 Yes  No

Individual  
 Sole Proprietorship  
 Partnership  
 General  Limited  
 LLC (for federal tax purposes taxed as)  
 Individual  Partnership  
 Corporation  
 Estate/Trust  
 Organization Exempt from Tax (under Section 501 (a)(b)(c)(d)(e))  
 Government Entity  
 Other \_\_\_\_\_

**Taxpayer Identification Number (TIN)** (Provide Only One) (If sole proprietorship provide FEIN, if applicable)  
 Social Security Number \_\_\_\_\_ Federal Employer Identification No \_\_\_\_\_

**Certification**  
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number, AND
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- I am a U.S. person (including a US resident alien).

Printed Name \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 Printed Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

**Optional Direct Deposit Information (used at agency discretion) (all fields required to receive electronic payments)**

Your Bank Account Number  Checking  Savings Name on Bank Account Bank Routing No. (ABA)

THIS IS A:  
 New Direct Deposit  Change of Existing  Additional Direct Deposit  Email Change Only

Email Address (Please make this LEGIBLE) \_\_\_\_\_

If you provide bank information and an email address, we will send a message notifying you when an electronic payment is issued. We will **NOT** share your email address with anyone or use it for any other purpose than communicating information about your electronic payments to you. **If you have questions about completing this form, please call the Lyn at (406) 444-7637.**

# REALTY TRANSFER CERTIFICATE

Confidential Tax Document

The information contained in this certificate is confidential by Montana law. Unauthorized disclosure of this information is a criminal offense.

GEOCODE(S) \_\_\_\_\_  
ASSESSMENT CODE: \_\_\_\_\_

The Department of Revenue will change the name on ownership records used for the assessment and taxation of real property when this form is fully and accurately completed and signed. (Please read the attached instructions on page 1 for assistance in completing and filing this form).

Montana law requires this form be completed and may impose up to a \$500 penalty for failure to file a Realty Transfer Certificate (15-7-304, 305 and 310, MCA)

### PART 1 - DATE OF TRANSFER (SALE)

\_\_\_\_\_(MM/DD/YYYY)

### PART 2 - PARTIES Please complete this section in full; if additional space is required, please attach a separate page

#### Seller (Grantor)

Name \_\_\_\_\_ City of Billings \_\_\_\_\_  
Mailing Address P.O. Box 1178 \_\_\_\_\_  
(Permanent) \_\_\_\_\_  
City Billings \_\_\_\_\_ ST MT \_\_\_\_\_ Zip 59103-1178  
Seller Principal Residence \_\_\_ Yes \_\_\_ No  No

#### Buyer (Grantee)

Name \_\_\_\_\_ Montana Department of Transportation  
Mailing Address 2701 Prospect Ave. \_\_\_\_\_  
(Permanent) \_\_\_\_\_  
City Helena \_\_\_\_\_ ST MT \_\_\_\_\_ Zip 59620  
Buyer Principal Residence \_\_\_ Yes \_\_\_ No  No  
Mailing Address \_\_\_\_\_  
For Tax Notice \_\_\_\_\_  
(If different) City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

#### List the last 4 digits of the SSN or FEIN

SSN 000 - 00 - \_\_\_\_\_  
SSN 000 - 00 - \_\_\_\_\_  
FEIN 00 - 000 - \_\_\_\_\_  
Daytime Phone (406) 657-8236

SSN 000 - 00 - \_\_\_\_\_  
SSN 000 - 00 - \_\_\_\_\_  
FEIN 00 - 000 2402 \_\_\_\_\_  
Daytime Phone (406) 444-6056

Transfer to Trustee, Custodian, or other Representative: \_\_\_\_\_  
Trust FEIN 00 - 000 - \_\_\_\_\_  
Minor SSN 000 - 00 - \_\_\_\_\_

Main Geocode / / / / /  
Assessor Code or Parcel # \_\_\_\_\_

### PART 3 - PROPERTY DESCRIPTION Please complete fully; if additional space is required, please attach a separate page

Legal Description A tract of land in the Westerly one-half of Lot 13 and in Lot 24, Block 184, of the Original Town (Now City) of Billings, containing a total area of 198 sq. ft.

Add/Sub Original Town (Now City) of Billings \_\_\_\_\_ Block 184 \_\_\_\_\_ Lot 13 and 24 \_\_\_\_\_  
County Yellowstone \_\_\_\_\_ City/Town Billings \_\_\_\_\_ Section 3 \_\_\_\_\_ Township 1S \_\_\_\_\_ Range 26E \_\_\_\_\_

### PART 4 - DESCRIPTION OF TRANSFER Please complete fully, more than one may apply.

- Sale  Gift  Barter  Nominal or No Consideration  Part of 1031 or 1033 exchange
- Transfer is subject to a reserved life estate  Beneficiary deed
- Distressed sales:  Sheriff's deed  Trustee's deed  Deed in lieu of foreclosure  Short sale  Other

#### Transfer by Operation of Law

- Termination of joint tenancy by death
- Termination of life estate by death
- Court order or decree (except sheriff's sale)
- Merger, consolidation, or other business entity reorganization

### PART 5 - EXCEPTIONS FROM PROVIDING SALES PRICE INFORMATION Please complete fully, more than one may apply

- Gift
- Transfer in contemplation of death without consideration
- Transfer between husband/wife or parent/child for nominal consideration
- Transfer by property of the estate of a decedent
- Correction, modification, or supplement of previously recorded instrument, no additional consideration
- Termination of joint tenancy by death
- Termination of life estate by death
- Transfer pursuant to court decree (except sheriff's sale)
- Tax deed
- Merger, consolidation or reorganization of business entity
- Land eligible for timberland/forestland classification (15-44-103, MCA)
- Land eligible for agricultural classification (15-7-201, MCA)
- Transfer to a revocable living trust
- Other (Specify Type) \_\_\_\_\_

### PART 6 - SALE PRICE INFORMATION Please complete fully, more than one may apply

Actual Sale Price \$ \_\_\_\_\_  
Financing: \_\_\_Cash \_\_\_FHA \_\_\_VA \_\_\_Contract \_\_\_Other  
Terms: \_\_\_New loan OR \_\_\_Assumption of existing loan  
Value of personal property included in sale \$ \_\_\_\_\_  
Value of inventory included in sale \$ \_\_\_\_\_  
Value of licenses included in sale \$ \_\_\_\_\_  
Value of good will included in sale \$ \_\_\_\_\_  
Was an SID payoff included in the sale price? \_\_\_ Yes \_\_\_ No  
Did the buyer assume an SID? \_\_\_ Yes \_\_\_ No  
Amount of SID paid or assumed: \$ \_\_\_\_\_  
Was a mobile home included in the sale? \_\_\_ Yes \_\_\_ No

### PART 7 - WATER RIGHT DISCLOSURE - This Disclosure is only applicable to the property identified in PART 3 above

- A. Property is served by a public water supply, i.e., city, irrigation district, or water district provides water.
- B. Seller has no water rights on record with DNRC to transfer.
- C. Seller is transferring ALL water rights on record with DNRC to the Buyer.
- D. Seller is dividing or exempting (reserving) water rights. Seller must file Water Right Update form.

Seller (Grantor) Signature \_\_\_\_\_ Date \_\_\_\_\_

### PART 8 - PREPARER INFORMATION Preparer's signature is required

Name/Title Jill T. Wilson \_\_\_\_\_ (please print) Signature \_\_\_\_\_  
Mailing Address HDR Engineering 970 S. 29th St.W \_\_\_\_\_ Daytime Phone (406) 869-4909  
City Billings \_\_\_\_\_ ST MT \_\_\_\_\_ Zip 59102 \_\_\_\_\_

### Clerk and Recorder Use Only

Recording Information: Document # \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_

**STATE OF MONTANA DEPARTMENT OF TRANSPORTATION**  
(hereinafter referred to as State, Department, Grantee, and/or MDT)

**RIGHT-OF-WAY AGREEMENT**

ROW\FORMS\ACQ\200 (Revised 2-8-2013)

PE PROJECT ID:

27th St - 1st Ave S to Airport  
DESIGNATION

R/W PROJECT ID: NH 53-1(38)0

Yellowstone  
COUNTY

UNIFORM PROJECT No.: 7910-038-000

Parcel	From Station	To Station	Subdivision	Section	Township	Range
25	~144+30 RT ~146+50 RT	~145+00 RT ~147+62 RT	A tract of land in the Westerly one- half of Lot 13 and in Lot 24, Block 184, of the Original Town (Now City) of Billings	3	1S	26E

List Names & Addresses of the Grantors  
(Contract Purchaser, Contract Seller, Lessee, etc.)

City of Billings  
P.O. Box 1178  
Billings, MT 59103-1178

Vern Heisler (406) 657-8236

- In consideration of the payments herein set forth and the specific agreements to be performed by the parties hereto and written in this agreement, the parties bind themselves to the terms and conditions stated herein. No verbal representations or agreements shall be binding upon either party. ~~Grantor certifies that any encumbrances on the property are shown on this agreement.~~ This agreement is effective upon execution by the Acquisition Manager or a designated representative, and possession of the property is granted to the Department when it sends the payment(s) agreed to below. Grantor contracts that it will, on Department's request, execute a deed and/or easement required by Department for all real property agreed to be conveyed by this agreement.
- COMPENSATION FOR LAND AND IMPROVEMENTS (List acreage and improvements to be acquired.)  
198 square feet commercial land @ \$7.00/sf by Bargain and Sale Deed \$1,386.00
- OTHER COMPENSATION:  
298 square feet commercial land by Temporary Construction Permit @ \$7.00/sf X .10 X 2 \$417.00  
Rounding \$47.00
- TOTAL COMPENSATION (includes all damages to the remainder): \$1,850.00.
- IT IS UNDERSTOOD AND AGREED THE STATE SHALL MAKE PAYMENT AS FOLLOWS:  
A warrant in the amount of \$1,850.00 to be made payable to City of Billings Treasurer and mailed to City of Billings Treasurer at P.O. Box 1178, Billings, MT 59103-1178.
- It's understood and agreed that if Grantor sells its remaining property prior to the highway project being constructed, Grantor agrees to provide Purchaser(s) with a copy of this entire Right-of-Way Agreement. Grantor further agrees to make the sale of its remaining property subject to all the terms and conditions contained in this Right-of-Way Agreement.
- At no expense to the Grantor and at the time of highway construction, permission is hereby granted the State and/or its contractors to enter upon the Grantor's land at the locations and for the purposes described as follows:  
A. Station 144+48 to Station 144+69 temporary construction permit for contractor access if necessary RT SOP  
B. Station 147+34 to Station 147+49 temporary construction permit for contractor access if necessary RT SOP

(Continued from Previous Page)

It is understood and agreed that temporary construction permits will commence on the date the State gives its contractor notice to proceed with construction of this project and will remain in effect for a period of two years from that date.

It is further understood and agreed that upon the completion of the construction of improvements within the temporary construction permit, said improvements will be considered the sole property of the Grantor and the maintenance and repair of said improvements will be the responsibility of the Grantor.

8. Permission is hereby granted the State to enter upon the Grantor's land, where necessary and for the purpose described as follows:

- A. Station 144+34.7 Build curb ramp
- B. Station 144+49.2 Build curb ramp
- C. Station 147+61.7 Build curb ramp

RT SOP  
RT SOP  
RT SOP

9. This agreement, upon execution by an agent of the Department of Transportation and presentation to the owners so designated, constitutes a written offer of compensation in the full amount of the determined value, a summary of the property and property rights being acquired and agreement that possession of the property is granted to the Department when it sends the payment(s).

10. The Grantor agrees to be fully responsible for notifying its lessees and/or tenants of this parcel and how it impacts the leased areas.

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN:**

**Grantor's Statement:** We understand that we are required by law to provide our correct taxpayer identification number(s) to the Montana Department of Transportation and that failing to comply may subject us to civil and criminal penalties. We agree to provide our **correct** taxpayer identification number(s) by submitting a completed and signed W-9 or W-8 form. We further agree and authorize MDT to process the payments outlined in this agreement by withholding a percentage of the payments as required by the IRS if we fail to submit the W-9 or W-8 forms within 30 days of signing this agreement.

**City of Billings**

Signature \_\_\_\_\_ (Date) \_\_\_\_\_  
Title: \_\_\_\_\_

Signature \_\_\_\_\_ (Date) \_\_\_\_\_  
Title: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

APPROVED FOR AND ON BEHALF OF DEPARTMENT:

Michael P. Johnson, Right-of-Way Agent \_\_\_\_\_ (Date) \_\_\_\_\_

NSOP items approved, if applicable \_\_\_\_\_ (Date) \_\_\_\_\_

Peggy Moon, Consultant Project Manager \_\_\_\_\_ (Date) \_\_\_\_\_

RW Supervisor \_\_\_\_\_ (Date) \_\_\_\_\_

Acquisition Manager \_\_\_\_\_ (Date) \_\_\_\_\_