

**STATE OF MONTANA DEPARTMENT OF TRANSPORTATION**

(hereinafter referred to as State, Department, Grantee, and/or MDT)

**RIGHT-OF-WAY AGREEMENT**

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

PE PROJECT ID:

27th St - 1st Ave S to Airport  
DESIGNATION

RAW PROJECT ID: NH 53-1(38)0

Yellowstone  
COUNTY

UNIFORM PROJECT No.: 7910-038-000

Parcel	From Station	To Station	Subdivision	Section	Township	Range
47	~170+70 LT	~172+20 LT	A tract of land in Lot 1, Block 109, Original Town, now City of Billings	3	1S	26E

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

**City of Billings**, as to Public Parking Unit (54.40% undivided interest in the Common Elements)  
P.O. Box 1178  
Billings, MT 59103-1178

Contact: Vern Heisler 406-657-8236

**Zootist Garage, LLC** (31.40% undivided interest in the Common Elements)  
555 Zoot Enterprises Ln  
Bozeman, MT 59718

Contact: Mike Nelson 406-867-6770

**Alley Cat Investments, LLC** (5.19% undivided interest in the Common Elements)  
P.O. Box 2094  
Billings, MT 59103

Contact: William D. Honaker 406-245-9291 or 406-861-3201

**Donovan Properties LLC** (4.67% undivided interest in the Common Elements)  
3234 Golden Acres Dr.  
Billings, MT 59106

Contacts: Kelly or Quinn Donovan 406-248-3000

**Wu Properties, LLC** (4.34% undivided interest in the Common Elements)  
4208 Rosewood Ln  
Billings, MT 59106

Contacts: Michael Young 860-1234  
TingTing Wu 406-655-0888

- 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. Grantors contract that they 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.)  
16 square feet commercial land @ \$40.00/sf by Bargain and Sale Deed \$640.00
- OTHER COMPENSATION:  
88 square feet commercial land by Temporary Construction Permit @ \$40.00/sf X .10 X 2 \$704.00  
Rounding \$6.00
- TOTAL COMPENSATION (includes all damages to the remainder): \$1,350.00.

(Continued from Previous Page)

## 5. IT IS UNDERSTOOD AND AGREED THE STATE SHALL MAKE PAYMENT AS FOLLOWS:

A warrant in the amount of **\$734,40** 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.

A warrant in the amount of **\$423.90** to be made payable to **Zootist Garage, LLC** and mailed to Zootist Garage, LLC at 555 Zoot Enterprises Ln, Bozeman, MT 59718.

A warrant in the amount of **\$70.07** to be made payable to **Alley Cat Investments, LLC** and mailed to Alley Cat Investments, LLC at P.O. Box 2094, Billings, MT 59103.

A warrant in the amount of **\$63.04** to be made payable to **Donovan Properties LLC** and mailed to Donovan Properties LLC at 3234 Golden Acres Dr., Billings, MT 59106.

A warrant in the amount of **\$58.59** to be made payable to **Wu Properties, LLC** and mailed to Wu Properties, LLC at 4208 Rosewood Ln, Billings, MT 59106.

6. It's understood and agreed that if Grantors sell their remaining property prior to the highway project being constructed, Grantors agree to provide Purchaser(s) with a copy of this entire Right-of-Way Agreement. Grantors further agree to make the sale of their remaining property subject to all the terms and conditions contained in this Right-of-Way Agreement.

7. At no expense to the Grantors and at the time of highway construction, permission is hereby granted the State and/or its contractors to enter upon the Grantors' land at the locations and for the purposes described as follows:

- A. Station 170+92 to Station 171+06 temporary construction permit for contractor access if necessary LT SOP

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.

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

- A. Station 170+71.1 Build curb ramp  
 B. Station 170+92.4 Build curb ramp

LT SOP  
LT 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 Grantors agrees to be fully responsible for notifying their lessees and/or tenants of this parcel and how it impacts the leased areas.

(Continued from Previous Page)

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**

**Zootist Garage, LLC**

Mayor \_\_\_\_\_ (Date)

**Chris T. Nelson, Managing Member** \_\_\_\_\_ (Date)

**Michael L. Nelson, Managing Member**

**Alley Cat Investments, LLC**

**Donovan Properties LLC**

**William Honaker, Managing Member** \_\_\_\_\_ (Date)

**Kelly J. Donovan, Managing Member** \_\_\_\_\_ (Date)

**Wu Properties, LLC**

**Quinn Donovan, Managing Member** \_\_\_\_\_ (Date)

**Ting Ting Wu, Managing Member** \_\_\_\_\_ (Date)

**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)

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

ROW\Forms\Pln\520

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.: 47 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**,

City of Billings, as to Public Parking Unit  
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. 47 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 Lot 1, Block 109, 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, as shown by the shaded area on the plat, consisting of 1 sheet, attached hereto and made a part hereof, containing an area of 16 sq. ft., more or less.

D5:7910000:P47 RW (Billings)

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

Parcel No.: 47

**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 \_\_\_\_\_  
(Type of Authority) City of Billings

\_\_\_\_\_  
(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 \_\_\_\_\_  
(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\_\_\_\_

Recording Information

# 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

### Buyer (Grantee)

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

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

## PART 3 - PROPERTY DESCRIPTION

Please complete fully; if additional space is required, please attach a separate page

Legal Description A tract of land in Lot 1, Block 109, Original Town, now City of Billings, containing an Attachment   
area of 16 sq. ft., more or less.  
Add/Sub Town of Billings \_\_\_\_\_ Block 109 \_\_\_\_\_ Lot 1 \_\_\_\_\_  
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 of property of the estate of a decedent
- Transfer by government agency
- 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**  
Right-of-Way Bureau  
Helena, Montana 59620-1001

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

**Zooftist Garage, LLC**  
3234 Golden Acres Dr.  
Billings, MT 59106

**Alley Cat Investments, LLC**  
3234 Golden Acres Dr.  
Billings, MT 59106

**Donovan Properties LLC**  
3234 Golden Acres Dr.  
Billings, MT 59106

**Wu Properties, LLC**  
3234 Golden Acres Dr.  
Billings, MT 59106

Subject: Project ID.: NH 53-1(38)0  
Project No.: 7910-038-000  
Designation: 27th St - 1st Ave S to Airport  
Parcel No.: 47

**REIMBURSEMENT NOTICE AND INSTRUCTIONS**

This letter is to advise that, except as noted below, you are entitled to reimbursement for real estate taxes actually paid on the portion of your property being acquired by the Department of Transportation. The State shall reimburse you for the remaining tax period after the State acquired title to or possession of your property, whichever is the earlier date.

**EXCEPTION:** No reimbursement will be made if the State acquires only a portion of your property and the reimbursable amount is five dollars (\$5.00) or less, as computed by the State when your request for reimbursement is received.

Reimbursement will be made when you have fulfilled the following requirements:


1. All current real estate taxes must be paid in full.
2. In the event only a portion of your property is being purchased, it will be necessary for you to have the Local County Office of the Department of Revenue, Property Assessment Division complete Section B of the attached form RW 204, Request for Reimbursement for Taxes Paid. This requirement is not necessary when your entire property is purchased.
3. Complete Section C of form 204 and mail to the State of Montana, Department of Transportation, Right-of-Way Bureau, P.O. Box 201001, Helena, Montana 59620-1001, with documents as required by Section C. You may submit another request

for reimbursement, subject to the requirements listed above, if you are required to pay subsequent taxes on property acquired by the State. Additional forms may be obtained on request at the address noted below.

This is your official notice from the State of Montana concerning this reimbursement provision.

Thank you.

STATE OF MONTANA  
DEPARTMENT OF TRANSPORTATION

By  \_\_\_\_\_  
Right-of-Way Agent Date 9/25/17

Attachment



SECTION C - REQUEST FOR TAX REIMBURSEMENT (Mark one of the following)

- ( ) I have paid taxes and am enclosing the required tax receipt, which shall be returned to me after reimbursement.
- ( ) The State acquired all of my property and I desire to have the State pay the tax shown on the enclosed statement in my name by assignment to the County Treasurer from the amount withheld from the compensation paid for my property. I understand that I shall be reimbursed for taxes in an amount representing the portion of the year that the State has had possession of my property.

I fully understand that the State of Montana will compute the pro rata portion of taxes to be reimbursed based on appropriate State tax accounting procedures.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State                      Zip Code

SECTION D - To be completed by the Right-of-Way Real Estate Services Section, State of Montana, Department of Transportation.

1. Effective date of possession or vesting of title, whichever is earlier:  
\_\_\_\_\_
2. Total real estate taxes shown in Section B (for partial acquisition) or on county tax statement (for total acquisition) \$ \_\_\_\_\_ X \_\_\_\_\_ % (applicable percentage representing portion of year the State has possessed the property. Use Form 51) = \$ \_\_\_\_\_ (Amount of Tax Reimbursement).
3. Computation for the claim and assignment, if any:
  - a. Amount withheld from settlement, if any ..... \$ \_\_\_\_\_
  - b. Amount of Tax Reimbursement ..... \$ \_\_\_\_\_
  - TOTAL ..... \$ \_\_\_\_\_
  - c. The assignment shall be completed for the total tax, if applicable ..... \$ \_\_\_\_\_
  - d. Due to Landowner ..... \$ \_\_\_\_\_
4. Tax receipt received and returned: (Date) \_\_\_\_\_
5. Computed by: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_