

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

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

Yellowstone
 COUNTY

UNIFORM PROJECT No.: 7910-038-000

Parcel	From Station	To Station	Subdivision	Section	Township	Range
50	~174.50 RT	~176+20 RT	A tract of land in Lots 19-24, Block 91, of Town of Billings, in the City of Billings	3	1S	26E

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

City of Billings, A Montana Municipal Corporation
 P.O. Box 1178
 Billings, MT 59103-1178

Vern Heisler 406-657-8236

1. 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.
2. COMPENSATION FOR LAND AND IMPROVEMENTS (List acreage and improvements to be acquired.)
 72 sq. ft. commercial urban land @ \$40.00/sf by Bargain and Sale Deed \$2,880.00
3. OTHER COMPENSATION:
 167 sq. ft. commercial urban land by Temporary Construction Permit @ \$40/sf X .10 X 2 \$1,336.00
 Rounding \$34.00
4. TOTAL COMPENSATION (includes all damages to the remainder): \$4,250.00.
5. IT IS UNDERSTOOD AND AGREED THE STATE SHALL MAKE PAYMENT AS FOLLOWS:
 A warrant in the amount of \$4,250.00 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.
6. 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.
7. 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 174+72 to Station 174+90 temporary construction permit for contractor access if necessary RI 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.

(Continued from Previous Page)

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 174+61.0 Build curb ramp
- B. Station 174+71.1 Build curb ramp

RI SOP
RI SOP

9. This agreement, upon execution by an agent of the Department of Transportation and presentation to the owner 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 his/her/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)

Signature _____ (Date)

Title: _____

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)

R/W Supervisor (Date)

Acquisition Manager (Date)

Acquisition Manager (Date)

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

ROWForms\Pin\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

RAW ID.: NH 53-1(38)0 Parcel No.: 50 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, A Montana Municipal Corporation
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. 50 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 24, Block 91, of Town of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #16312, as shown by the shaded area on the plat, consisting of 1 sheet, attached hereto and made a part hereof, containing an area of 72 sq. ft., more or less.

D5:7910000:P50

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

Parcel No.: 50

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 _____ City of Billings

(Signature) _____ as _____ of _____ (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 _____ City of Billings (name of entity on behalf of whom instrument was executed)

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)

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

List the last 4 digits of the SSN or FEIN
SSN 000 - 00 -
SSN 000 - 00 -
FEIN 00 - 000
Daytime Phone (406) 657-8236

Main Geocode / / / / /
Assessor Code or Parcel # _____

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 _____

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 24, Block 91, of Town of Billings, in the City of Billings, containing an area of 72 sq. ft., more or less Attachment

Add/Sub Town of Billings Block 91
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
- 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) _____
- Termination 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

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 _____