

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
81	~205+00 RT	~211+30 RT	A tract of land in Lot 1, Block 1 of Athletic Field Park, situated in the NE¼SE¼	32	1N	26E

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

City of Billings, a 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 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.
 2. COMPENSATION FOR LAND AND IMPROVEMENTS (List acreage and improvements to be acquired.)
84 square feet commercial public land @ \$14.00/sf X .95 by easement \$1,118.00
 3. OTHER COMPENSATION:
7,243 square feet commercial public land by Temporary Construction Permit @ \$14.00/sf X .10 X 2 \$20,281.00
Rounding \$1.00
 4. TOTAL COMPENSATION (includes all damages to the remainder): \$21,400.00.
 5. IT IS UNDERSTOOD AND AGREED THE STATE SHALL MAKE PAYMENT AS FOLLOWS:
A warrant in the amount of \$21,400.00 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 206+30 to Station 211+13 temporary construction permit for contractor access if necessary RT 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 Grantors' land, where necessary and for the purposes described as follows:

- A. Station 205+00.2 Build curb ramp RT SOP
- B. Station 205+11.3 Build curb ramp RT SOP
- C. Station 211+13.9 Build curb ramp RT SOP
- D. Station 211+27.1 Build curb ramp RT 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 appraised 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 _____ Signature _____ (Date) _____ (Date) _____

Title: _____ Title: _____

RECOMMENDED FOR APPROVAL:

APPROVED FOR AND ON BEHALF OF DEPARTMENT:

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

NSOP items approved, if applicable

Peggy Moon, Consultant Project Manager _____ (Date) _____ (Date)

R/W Supervisor

Acquisition Manager _____ (Date) _____ (Date)

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

ROW\Forms\Pln\525

Revised 11/06/09

**State of Montana
Department of Transportation**

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

R/W ID.: NH 53-1(38)0 Parcel No.: 81 County: Yellowstone
Designation: 27TH ST - 1ST AVE S TO AIRPORT
Project No.: 7910-038-000

EASEMENT

This Easement 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 municipal corporation
P.O. Box 1178
Billings, MT 59103-1178

does hereby grant, bargain, sell and convey unto the **Montana Department of Transportation**, an easement for the installation and maintenance of ADA ramps, located within Parcel No. 81 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 Clerk and Recorder of Yellowstone County, Montana. Said easement covers and embraces the following described land:

A tract of land in Lot 1, Block 1 of Athletic Field Park, situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 1 North, Range 26 East, P.M., Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of said County, under Document No. 423363, as shown by the shaded area on the plat, consisting of 1 sheet, attached hereto and made a part hereof, containing an area of 84 sq. ft., more or less.

D5:7910000:P81

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

Parcel No.: 81

TO HAVE AND TO HOLD all of the above-described property unto the **Montana Department of Transportation**, and its successors and assigns forever.

IN WITNESS WHEREOF

(Signature) _____ as _____ of _____ of **City of Billings**

(Type of Authority)

(Signature) _____ as _____ of _____ 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____

(Seal)

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____

(Seal)

Recording Information