



Montana Department of Transportation
(hereinafter referred to as State, Department, Grantee, and/or MDT)
Right-of-Way Agreement

Flowing Wells-East & West
Designation

Garfield & McCone
Montana Counties

PE Project ID: NH 57-5(55)247


R/W Project ID: NH 57-5(63)247


Uniform Project No.: 9726-063-000

Parcel	From Station	To Station	QtrQtr, Tract, COS #, Etc.	Section	Township	Range
1	1781+70.40	1823+30±	SW1/4SW1/4, SE1/4SW1/4, SW1/4SE1/4, SE1/4SE1/4	11	18N	43E
	1863+00±	1876+20±	SE1/4SE1/4	12		

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

Fraday Ranch, a Montana Corporation
John Frady, President
3377 Highway 200 E.
Jordan, MT 59337
Phone: 406-557-2889

- 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. 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 certify that any encumbrances on the property are shown on this agreement. If Grantors sell their remaining property prior to the highway project being constructed, Grantors agree to provide the Purchaser(s) with a copy of this entire Right-of-Way Agreement and agree to make the sale of their remaining property subject to all the terms and conditions contained in this Right-of-Way Agreement. Grantors contract that they will, on Department's request, execute deeds and/or easements 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.)
10.34 acres in fee by deed
9.06 acres highway easement
- OTHER COMPENSATION
Rounding
- TOTAL COMPENSATION (includes all damages to the remainder): 
- IT IS UNDERSTOOD AND AGREED THE STATE SHALL MAKE PAYMENTS AS FOLLOWS:

The undersigned grantors hereby authorize and instruct the State of Montana, Department of Transportation (MDT) to pay the entire consideration of  to Frady Ranch, a Montana Corporation, 3377 Highway 200 E., Jordan MT 59337. The undersigned owners of the premises herein described, hereby agree a single payment shall constitute

full, total, and complete payment for all interest owned and to be conveyed by the undersigned in compliance with the terms of this instrument. Any allocation of payment between undersigned grantors will be negotiated independent of MDT. Payment will be made as follows:

- ☒ A warrant mailed to the address above.
☐ Direct deposit per the information on the W-9.

Normal payment processing time is 4-6 weeks.

6. 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).
7. Permission is hereby granted the State to enter upon the Grantor's land, where necessary and for the purpose described as follows:

A.	Station 1801+50±	Build farm field approach	LT	SOP
B.	Station 1820+00±	Build farm field approach	LT	SOP
C.	Station 1871+00	Build farm field approach	LT	SOP

It is understood and agreed by the parties hereto that the location of these approaches are subject to adjustment at the time of construction to achieve the best physical location for said approaches. Adjustments exceeding 15' from the specified location require concurrence of the Grantors.

Grantor shall maintain, at his sole expense, all approaches identified in this agreement. Grantor further agrees to conduct maintenance activities in a prudent manner providing for the safe and continued operation of thru traffic on the highway. Physical changes in size or location or the change in use of these approaches cannot be made without first obtaining an approved approach permit from the Montana Department of Transportation.

Provided further that any joint-use approach may not be relocated after initial construction unless the owners of all properties served by the joint use approach at the time of the proposed change agree, in writing, to its relocation.

All drainage facilities within the existing right-of-way/easement associated with these approaches, i.e., approach culverts, drainage ditches, will be maintained by MDT. MDT will not maintain any drainage facilities installed solely for the perpetuation of private irrigation waters.

8. It is understood and agreed at no expense to the Grantor, the State will construct the fencing (including gates) listed below. It is further understood and agreed that a closure will be maintained at all times (**see item 9, below**) during the construction of the fence and the Grantor grants permission to the State to enter upon his property where necessary for the purpose of constructing fence as follows:

A.	Station 1781+70.40 to Station 1823+30±	Build F5(M)	LT
B.	Station 1865+00± to Station 1874+95±	Build Nonstandard F5 fence (alternating M & W). Place a wood post every three posts. Red Brand Wire (Ruthless, 4 pt, 12½ gauge barbed wire) is to be used on the top fencing wire.	LT

Gates:

C. Station 1801+50±	Build G-2	LT
D. Station 1820+00±	Build G-2	LT
E. Station 1871+00±	Build G-2 (26-feet wide)	LT

Said fence shall become the property of the Grantor and MDT will not be responsible for maintenance and/or repair of said fence.

9. The landowner will be given 2 weeks' notice by the fencer to allow the landowner to remove existing fence posts; realizing that removing the fence posts may impact enclosure. Fencer will telephone the landowner at (406) 557-2889. The landowner agrees to waive enclosure during this period of time.

This waiver of enclosure and salvaging of fence posts only applies to fencing in Section 11 T18N R43E. Landowner wants enclosure in SE 1/4 SE 1/4 Section 12 T18N R43E & will not salvage these posts. This is in his BULL PASTURE.

J.F.

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

Grantors' 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 to provide MDT with a completed and signed W-9 or W-8 from all persons and/or entities receiving payments by assignment from us in this agreement. We further agree and authorize MDT to process the payments outlined in this agreement by withholding a percentage of the payments, if required by the IRS, if we fail to submit the W-9 or W-8 forms within 30 days of signing this agreement.

X John Frady

X 8-23-24

Signature: John Frady, President, Frady Ranch, a Montana Corporation

Date

Recommended for Approval:

Approved for and on Behalf of Department

R/W Agent: Amber Hrubes

Date

NSOP Items Approved, if Applicable

Date

R/W Supervisor: Patty Patterson

Date

Consultant Project of R/W Manager, if applicable N/A

Date

Acquisition Manager: N/A

Date