



MDT-ROW-200

Rev. 04/2023

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

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Flowing Wells-East & West
Designation

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

Garfield & McCone
Montana Counties

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
6	1863+00±	1865+00±	Tract A COS No. 103 in SE¼SE¼	12	18N	43E

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

McCone Electric Co-op Inc., a Montana Cooperative
Point of Contact: Clay Nagle
PO Box 368
Circle, MT 59215
Phone: 406-485-3430
Cell: 406-974-3065

- 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.)

None \$0
- OTHER COMPENSATION

None \$0
- TOTAL COMPENSATION (includes all damages to the remainder): There will be no warrant issued for this parcel.
- 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).

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

A. Station 1863+15 Build private 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 Grantor.


Grantor shall maintain, at their sole expense, all approaches identified in this agreement. Grantor further agree 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.

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 

X 6-27-24

Signature: Steve Tilton, CEO, McCone Electric Co-Op Inc., a Montana Cooperative

Date

Recommended for Approval:



R/W Agent: Amber Hrubes


Date

7-3-2024

Approved for and on Behalf of Department

NSOP Items Approved, if Applicable

Date


R/W Supervisor: Patty Patterson

Date

7/3/2024

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

Date

Acquisition Manager: N/A

Date