



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**Flowing Wells-East & West
Designation****Garfield and McCone
Montana County****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
2	1781+70.40	1847+70±	NW¼NW¼, NE¼NW¼, NW¼NE¼, NE¼NE¼	14	18N	43E
			NW¼NW¼, NE¼NW¼	13		
9	1876+20±	1928+50±	U.S. Govt Lot 1, NE¼NW¼, NW¼NE¼, NE¼NE¼	18	18N	44E

List Names & Addresses of the Grantors
(Contract Purchaser, Contract Seller, Lessee, etc.)Judd and Eva Twitchell
2042 Van Norman Rd.
Jordan, MT 59337
(406) 853-1504Prince, Inc.
PO Box 440
7 Ross Prince Lane
Forsyth, MT 59327
(406) 346-2137

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. 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.

2. **COMPENSATION FOR LAND AND IMPROVEMENTS** (list acreage and improvements to be acquired.)

Parcel 2
2.23 acres in fee by deed
0.64 acre easement
Parcel 9
12.97 acres in fee by deed
4.82 acres existing easement by deed

3. OTHER COMPENSATION

Parcel 9

1.51 acres temporary construction permit

Parcel 9

Shrubs

Fence

Administration and Oversight Fee

Rounding

\$

4. TOTAL COMPENSATION (includes all damages to the remainder):

5. 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 [REDACTED] to Judd and Eva Twitchell, 2042 Van Norman Rd., 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 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).

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

A.	Parcel 2			
	Station 1803+30	Build farm field approach	RT	SOP
B.	Station 1839+15	Build farm field approach	RT	SOP
C.	Parcel 9			
	Station 1880+05	Build private approach	RT	SOP
D.	Station 1928+50	Build joint-use farm field approach	RT	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 requires concurrence of the Grantors.

Grantors shall maintain, at their sole expense, all approaches identified in this agreement. Grantors 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 approaches 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 Grantors, 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 during the construction of the fence and the Grantors grant permission to the State to enter upon their property where necessary for the purpose of constructing fence as follows:

1847+50± Jm J.T. E.T.			
A.	Parcel 2		
	Station 1795+00± to Station 1825+00±	Build F-4(M)	RT
B.	Parcel 9		
	Station 1880+40± to Station 1928+50±	Build F-4(M)	RT
Gates:			
C.	Parcel 2		
	Station 1803+30±	Build G-2 (20 ft) Jm J.T. E.T.	RT
D.	Station 1839+15±	Build G-2	RT
E.	Parcel 9		
	Station 1879+30±	Remove G-3 and salvage to landowner	RT
F.	Station 1879+30	Remove cattleguard and salvage to landowner	RT
G.	Station 1900+00±	Build G-2 (No approach)	RT
H.	Station 1902+10±	Build G-2 (No approach) Jm J.T. E.T.	RT
I.	Station 1928+42±	Build G-2 (20 ft) Jm J.T. E.T.	RT

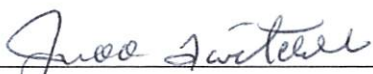
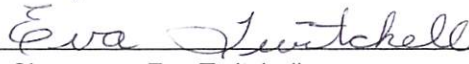
Said fence shall become the property of the Grantors and MDT will not be responsible for maintenance and/or repair of said fence.

9. 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. | Parcel 9 | See attached exhibit for temporary | | |
| | Station 1889+00 to Station 1892+00 | construction permit (TCP area is outlined in red) | 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 2 years from that date.

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.

	7-29-24
Signature: Judd Twitchell	Date
	7-29-24
Signature: Eva Twitchell	Date

Recommended for Approval:

Approved for and on Behalf of Department

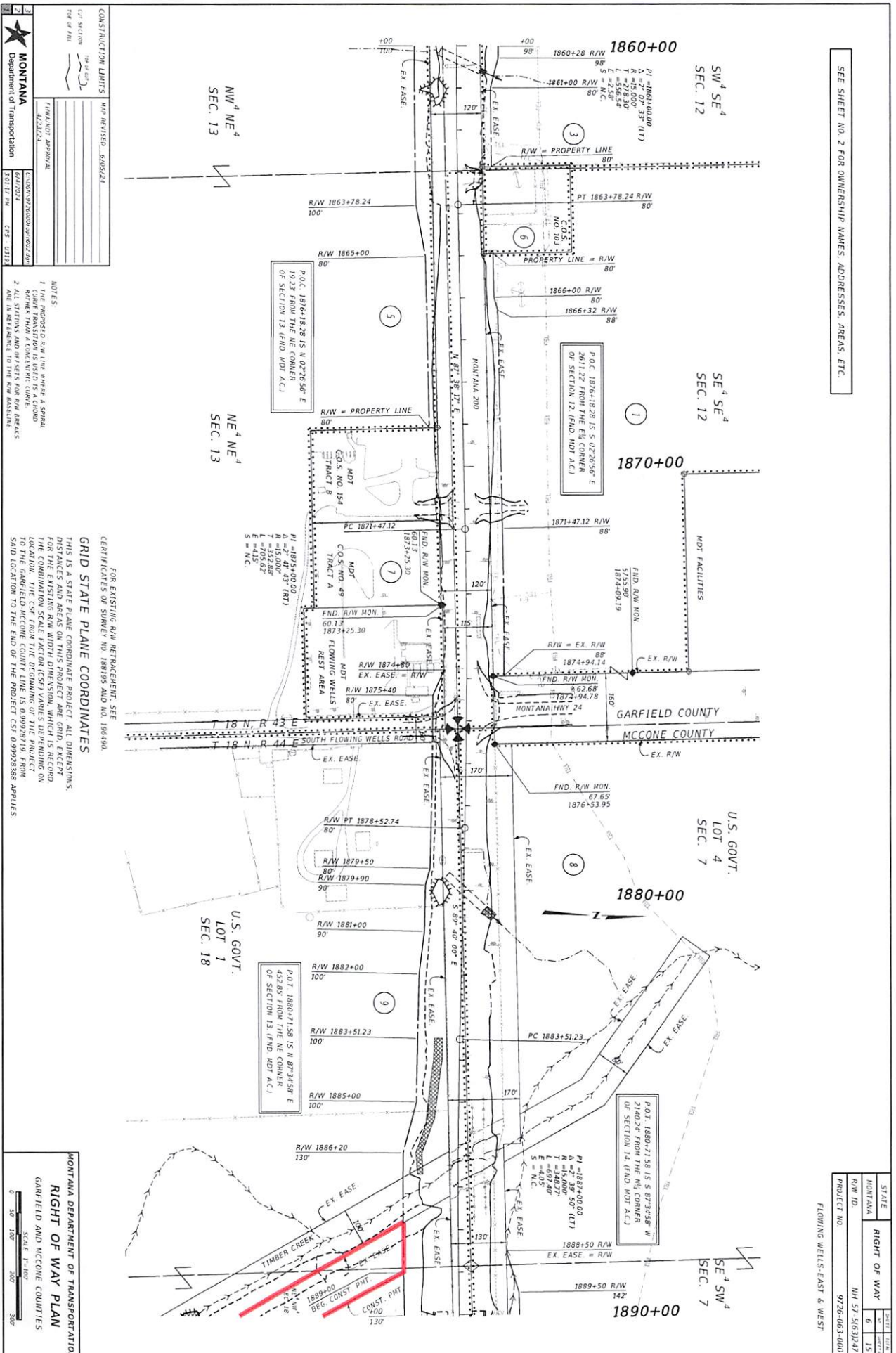
	7/29/24
R/W Agent: Justin McMillan	Date

	7/29/24
NSOP Items Approved, if Applicable	Date
R/W Supervisor: Patty Patterson	Date

Consultant Project of R/W Manager, if applicable	Date
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Acquisition Manager: Bob Heiser	Date
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STATE	RIGHT OF WAY	DATE	TIME
		NO.	OFFICER
MONTANA		6	15
R/W ID.	NH 57-5(63)247		
PROJECT NO.	9726-063-000		



STATE	RIGHT OF WAY	SHEET NO.	TOTAL
MONTANA		7	15
R/W ID.	NH 57 5(63)247		
PROJECT NO.	9726-063-000		

FLOWING WELLS-EAST & WEST

SEE SHEET NO. 2 FOR OWNERSHIP NAMES, ADDRESSES, AREAS, ETC.

