**MDT-ROW-200 Clauses & Index**

Updated: 04/2023

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**301.01**

The undersigned grantors hereby authorize and instruct the State of Montana, Department of Transportation (MDT) to pay the entire consideration of Enter Amount to Enter Recipient, Enter Address. 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 supplied tax and financial documentation.

Normal payment processing time is 4-6 weeks.

**301.02**

Enter number of Payee’s payments in the total amount of Enter Amount , allocated and made payable to the following:

1. Enter Recipient, Enter Address. Payment of Enter Amount will be made as follows:

A warrant mailed to the address above.

Direct deposit per the information on the supplied tax and financial documentation

Normal payment processing time is 4-6 weeks.

**Add additional Recipient and Address.**

**301.03**

The undersigned grantors hereby authorize and instruct the State of Montana, Department of Transportation (MDT) to pay the entire consideration of Enter Amount to Enter Escrow holding Company, Enter Address. 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 and distributed by the escrow holding company including any necessary IRS requirements. This payment shall not be returned to MDT once it has been deposited in the escrow account. Payment will be made as follows:

A warrant mailed to the address above.

Direct deposit per the information on the supplied tax and financial documentation.

Normal payment processing time is 4-6 weeks.

**301.04**

Payment in the amount of Enter Amount, made payable to Enter Recipent, Enter Address, . Upon notification by the District, payment will be made as follows:

A warrant mailed to the address above.

Direct deposit per the information on the supplied tax and financial documentation

Normal payment processing time is 4-6 weeks.

**301.05**

A warrant in the amount of Enter Amount for the taxes for the year Enter Tax Year to be made payable to Enter Recipient County Treasurer at Enter Address. Normal payment processing time is 4-6 weeks.

**301.06**

It is understood that at the time of signing this Agreement, the taxes due for Enter Year Year are unknown, therefore, Enter Amount has been withheld from the total compensation as shown under Item 4 of this Agreement. When the amount of the tax obligation becomes known, the Choose an item may either pay them directly to the County Treasurer and request reimbursement from the State or may request the State to pay them from the withheld amount. Any excess left after the total taxes have been paid will be reimbursed to the Choose an item.

**301.07**

A warrant in the amount of Enter Amount, less any amount required by Mortgagee and/or lien-holders, to be made payable to Enter Recipient and mailed to Enter Addressee at Enter Address. Normal processing time for the payment takes 4 to 6 weeks, pending the clearance of the title.  If there are other parties of interest (liens, mortgages, deeds of trust etc.) on the property, the necessary clearances have to be obtained prior to the payment being sent.  Obtaining the clearances may cause an additional delay, but generally does not present a problem.  Grantors, having been informed of their right to receive compensation prior to granting possession, hereby waive said right and voluntarily grant a right-of-entry for construction purposes to MDT so that construction may occur while the necessary clearances are obtained.

**301.08**

A warrant in the amount of Enter Amount (plus or minus any amounts as may be necessary to complete payment of purchase after credits, adjustments, and pro-rations due at closing) to be made payable to Enter Title Company name and mailed to Enter Title Company Address. Said compensation is to be held until the date of closing. Taxes are to be prorated based on the date of closing. MDT will pay all closing costs. Grantor is responsible for all realtor fees and commissions, if any. Grantor(s) and/or Enter Title Company Name will provide MDT with releases of any Mortgages, Trust Indentures and other liens encumbering the property prior to or at the time of closing. Any funds required to obtain these releases will be paid out of the Grantor's compensation.

A warrant in the amount of Enter Landowner Amount will be made payable to Enter Landowner Name and mailed to Enter Landowner Address upon vacation of the premises, delivery of the keys to MDT and a satisfactory inspection of the premises by MDT. Grantor shall remove all personal property and vacate the premises on or before Select Date. Grantor further reserves the right to remove the following real property items from the premises on or before the same date: Enter Property to be removed. In the event the property has been damaged in any manner, MDT has the right to use all or any portion of the compensation withheld as liquidating damages and costs to the State to mitigate the damages.

**301.09**

A warrant for the Choose an item in the amount of Enter Amount is to be issued jointly to Enter Recipient and the Farmers Home Administration and mailed directly to the Farmers Home Administration, Enter Address.

**301.10**

It is understood and agreed that Grantor conveys all rights of ingress and egress, including future or potential easements of access, except Grantor reserves the right of reasonable access to and from Grantor's adjacent property. The amount being paid to Grantor herein is not based upon the loss of any property right, but is a settlement for the imposition of access control.

**301.11**

1. At no expense to the Choose an item. and at the time of highway construction, permission is hereby granted the State and/or its contractors to enter upon the Choose an item. land at the locations and for the purposes described as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A. | Station enter text to Station enter text | enter text temporary construction permit enter text | Choose an item | Choose an item |

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 enter years. years from that date.

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 Choose an item. and the maintenance and repair of said improvements will be the responsibility of the Choose an item..

**301.12**

Permission is hereby granted the State to enter upon the Choose an item. land, where necessary and for the Choose an item. described as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A. | Station Enter Station. | Click to enter text. | Choose an item. | Choose an item. |

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.

Choose an item. shall maintain, at Choose an item. sole expense, all approaches identified in this agreement. Choose an item. 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 Choose an item. 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.

**301.13**

The Choose an item. for Choose an item., Choose an item. heirs, successors and assigns, hereby Choose an item. and forever Choose an item. the State of Montana, Department of Transportation, from any obligation regarding access or alternate access arising by virtue of that certain deed from Click or tap here to enter text. to the Montana Highway Commission, dated Click or tap to enter a date. and recorded in Book Click or tap here to enter text., Page Click or tap here to enter text., Choose an item. County, Montana. The Choose an item. also Choose an item. to the Department of Transportation such rights of access as were contained in the Bargain and Sale Deed Click or tap here to enter text. to the State of Montana, which deed is recorded in Click to enter text. of Deeds, Page Click to enter text. in the Office of the Clerk and Recorder of Choose an item. County, Montana.

**301.15**

It is understood and agreed at no expense to the Choose an item., 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 Choose an item. permission to the State to enter upon Choose an item. property where necessary for the purpose of constructing fence as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A. | Station Enter Station. to Station Enter Station. | Build Click to enter text. | Choose an item. | Choose an item. |
| B. | Station Enter Station. to Station Enter Station. | Build Click to enter text. | Choose an item. | Choose an item. |
| C. | Station Enter Station. to Station Enter Station. | Build Click to enter text. | Choose an item. | Choose an item. |

Gates:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| D. | Station Enter Station. | Build Click here to enter text. | Choose an item. | Choose an item. |
| E. | Station Enter Station. | Build Click here to enter text. | Choose an item. | Choose an item. |

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

**301.16**

It is understood and agreed by and between the parties hereto, that included in the amount payable under this agreement, payment is made in full to compensate the Choose an item. for the expense of installing fencing between Click to enter text. of Engineering Station Click to enter text. and Engineering Station Click here to enter text.. The Choose an item. the State from any obligation to construct said fence.

**301.17**

It is understood and agreed by and between the parties hereto, that the Choose an item. will construct fencing as listed below and to complete construction of the fence to the agreed standards not later than the completion of the highway construction project. Also, to protect the State and save it harmless from all claims arising from the performance of fence construction or from failure of the Choose an item. to continuously maintain a protective enclosure.

Fencing to be constructed is as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A. | Station Enter Station. to Station Enter Station. | Build Click here to enter text. | Choose an item. | Choose an item. |
| B. | Station Enter Station. to Station Enter Station. | Build Click here to enter text. | Choose an item. | Choose an item. |

Gates:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| C. | Station Enter Station. | Build Click here to enter text. | Choose an item. | Choose an item. |

**301.18**

It is understood and agreed between the parties hereto, that payment as shown in this agreement includes payment to the Choose an item. for the purchase of the following listed improvements:

Click here to enter improvements.

It is further understood and agreed the Choose an item. will remove all personal property, vacate the premises and deliver the keys to the Field R/W Supervisor in Choose the District. on or before Click to select a date. and that Click to enter text. of the compensation for the improvements will be withheld until all personal property has been removed, the property vacated and inspected by a representative of the Department of Transportation. In the event the Choose an item. Choose an item. removed Choose an item. personal property from the herein acquired property by the above-mentioned date or if the property has been damaged in any manner, the Department of Transportation has the right to use all or any portion of the compensation withheld as liquidating damages and costs to the State to effect the removal.

Grantors will comply with all Federal, State and local laws and regulations which pertain to such removal, reinstallation, future use, and/or disposal of salvaged materials.

**301.19**

The Choose an item. the right to remove the hereinafter described improvements located on said property on or before Click to select a date.. The improvements which the Choose an item. the right to remove consist of:

Click here to enter text.

Upon exercising said reserved right, Choose an item. and Choose an item. to remove all combustible materials and other rubbish from within the right-of-way area leaving only concrete foundations and concrete flatwork in place; provided, however, that all mudsill steel tie bolts and reinforcing steel protruding from said remaining concrete foundations shall be removed or sheared at all exposed surfaces of the concrete foundation; and in the event holes, basements, or protuberances remain , upon completion of moving operations, the shall construct temporary barricades around any holes, basements, or protuberances to the satisfaction of the State, for the purpose of protecting pedestrians and animals from safety hazards.

In the event said right-of-way area has not been cleared of the improvements on or before said date for any reason whatsoever, the right to remove improvements shall terminate and the Montana Department of Transportation shall dispose of improvements as it may see fit. Further, the State, or its authorized agents, is hereby granted the right to enter upon the adjacent property of the Choose an item. for the purpose of removing improvements from right-of-way (and onto the Choose an item. property) without incurring any liability or responsibility for the location or condition of said improvements.

Grantor will comply with all Federal, State and local laws and regulations which pertain to such removal, reinstallation, future use, and/or disposal of salvaged materials.

**301.21**

In the event utility service lines to these and other buildings are disconnected, destroyed, or otherwise impaired in any way by reason of the removal of the improvements, the Choose an item., at Choose an item. own cost and expense, shall provide such other buildings adequate utility service to restore those services affected.

**301.22**

The Choose an item. the right to remove the hereinafter described improvements located in the right-of-way area on or before Click or select a date.. The improvements which the Choose an item. reserve the right to remove consist of:

Click or tap here to enter text.

Upon exercising said reserved right, Choose an item. and Choose an item. to remove all combustible materials and other rubbish from within the right-of-way , leaving only concrete foundations and concrete flatwork in place; provided, however, that all mudsill steel tie bolts and reinforcing steel protruding from said remaining concrete foundations shall be removed or sheared at all exposed surfaces of the concrete foundations; and in the event holes, basements, or protuberances remain upon completion of moving operations the undersigned Choose an item. shall construct temporary barricades around any holes, basements, or protuberances to the satisfaction of the State, for the purpose of protecting pedestrians and animals from safety hazards.

Click to enter text. of the total payment provided for under Item Click to enter text. of this Agreement shall be withheld by the State until such improvements, including combustible materials and rubbish, have been removed from the right-of-way area within the time limit set forth.

In the event said right-of-way area has not been cleared of the improvements on or before said date for any reason whatsoever, the right to remove improvements shall terminate and the Montana Department of Transportation shall dispose of improvements as it may see fit. Further, the State, or its authorized agents, is hereby granted the right to enter upon the adjacent property of the Choose an item. for the purpose of removing improvements from the right-of-way (and onto Choose an item. property) without incurring any liability or responsibility for the location or condition of said improvements and Choose an item. hereby Choose an item. that the State shall retain the said sum of Click to enter text. as liquidating damages and costs to the State of removing the improvements from the right-of-way area.

Grantors will comply with all Federal, State and local laws and regulations which pertain to such removal, reinstallation, future use, and/or disposal of salvaged materials.

**301.23**

It is understood and agreed between the parties hereto, that payment as shown in this agreement includes payment to the Choose an item. for certain improvements located in the right-of-way area/partially on the lands herein conveyed and partially upon the Choose an item. remaining lands. Said improvement consists of:

Click to enter text.

The State is hereby granted the right to enter upon the remaining property of the Choose an item. for the purpose of removing the improvements.

**301.25**

It is understood and agreed that the State, at no expense to the Choose an item., will furnish and install an irrigation pipe of adequate size and type under and across the roadbed at approximate highway Engineer's Station Click to enter text..

**301.26**

By mutual agreement, the State, at no expense to the Choose an item., will furnish and install a conduit Click to enter text. under and across the roadway at approximate highway Engineer's Station Click to enter text.. At the time of construction or installation, the Choose an item. will furnish a Click or tap here to enter text. and the State will install said pipe in the conduit herein provided. Choose an item. and Choose an item. that, upon completion of installation, said pipe shall become the property of the Choose an item. and will be Choose an item. obligation to maintain and repair.

**301.27**

By mutual agreement, the State of Montana, its contractor or assigns, hereby agrees to obliterate the existing roadway Click to enter text. of Station Click to enter text. to Station Click to enter text. by removing or scarifying the existing surface and smoothening the grade to blend with the surrounding terrain.

**301.28**

It is understood and agreed that the State will remove the topsoil from the affected area, stockpile, and replace the topsoil upon completion of the construction requirements.

It is also understood and agreed that, upon replacing the topsoil, the affected area will be reseeded with seed that is compatible and adaptable to the soil being seeded.

**301.29**

Payment will not be made unless this road is actually used for removal of roadway material.

**301.30**

This is an option to purchase, not a contract to purchase surfacing material. Payments shall be made for materials actually removed from said land as follows:

Click to enter text.

**301.31**

Pursuant to requirements contained in the Open Cut Mining Act, the Choose an item. hereby Choose an item. that Choose an item. informed that a reclamation plan will be developed for the subject (proposed) pit and Choose an item. afforded the opportunity to include all Choose an item. comments for inclusion in the final reclamation plan as a part of this agreement. Furthermore, the Choose an item. hereby Choose an item. the applicants or their contractors access in order to complete the reclamation as found necessary.

**301.32**

This agreement, upon execution by an agent of the Department of Transportation and presentation to the Choose an item. so designated, constitutes a written offer of compensation in the full amount of the Choose an item. 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).

**301.34**

It is understood and agreed that the State, at the request of the Choose an item, shall not make payment of the amount set forth in this agreement until after Select Date unless the Choose an item in writing, payment at an earlier date.

**301.35**

It is understood and agreed by and between the parties hereto that included in the amount payable under "Other Compensation" herein is payment in full to compensate the Choose an item. for the expense of performing the following work:

Click or tap here to enter text.

**301.36**

It is mutually understood and agreed that the Choose an item. remaining property is landlocked and without any remaining access to the highway or to other public or private roads and the Choose an item. hereby Choose an item. the Grantee of any liability or responsibility to provide access to the remaining landlocked properties.

**301.37**

It is recognized that the Department's Field Agents do not have authority to agree to the Click to enter text. as set forth in Click to enter text. above, and that the Helena Headquarters and/or the Federal Highway Administration must approve of this item as a compromise settlement of this parcel. If approved, the agreement will be executed by the Department and will then be fully binding on all parties. If rejected, all copies of this agreement will be returned, together with any deeds or any documents which were signed, as a part of this transaction.

**301.38**

This Right-of-Way Agreement shall supersede, cancel and void all terms and conditions of that certain Right-of-Way Agreement heretofore entered into between the parties hereto on Click to select a date..

**301.39**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Mortgagee:** | |  | | | | | **Address:** |  | | |
| **Date of Mortgage:** | | | |  | | | **Amount:** |  | **Filed:** |  |
| **Book:** |  | | **Page:** | |  | **Remarks:** |  | | | |

**301.40**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Trust Indenture**: | |  | | | | | **Dated:** |  |
| **Trustee:** |  | | | | **Address:** |  | | |
| **Beneficiary:** |  | | | | **Address:** |  | | |
| **Amount:** |  | | **Filed:** |  | **Book:** |  | **Page:** |  |
| **Remarks** |  | | | | | | | |

**301.41**

Any compensation due the Choose an item., by, through or from this transaction is hereby assigned to Enter Assigned To., by signature hereon. It is expressly intended that the compensation to be disbursed is to be credited to that certain Choose Disbursement as may subsequently be agreed to by and between the Choose an item..

**301.42**

It is understood and agreed that the Choose an item. located partially upon the lands herein conveyed and partially upon the Choose an item. remaining lands Choose an item. conveyed herein in its entirety to the State, its agents or assigns. The Choose an item. herein further Choose an item. to the State, or its agents the right to enter upon the Choose an item. remaining lands where necessary to Choose an item..

**301.43**

Choose an item., owner of record of the Click to enter text. described, do for themselves, their heirs, assigns or successors hereby completely release and forever discharge the State and/or its agents and contractors from any and all claims, demands and causes of action of any nature whatsoever for damages which may have occurred or may hereafter occur to the described property, personal property or persons by reason of Click to enter text. due to the construction, operation and maintenance of Click to enter text..

**301.44**

The Choose an item. Choose an item. to protect the State and save it harmless from all claims, actions or damages of every kind which may accrue to, or be suffered by, any person or persons, by reason of the performance of such work or by the improper occupancy of the highway right-of-way ... and in case any suit or action is brought against the State, arising out of any of the above causes, the Choose an item. will defend the same at Choose an item. sole expense and satisfy any judgement which may be rendered against the State.

**301.45**

The sign Choose an item. Choose an item. and Choose an item. that any re-erection of the sign, if salvaged, must comply with the applicable provisions of the Montana Outdoor Advertising Act, 75-15-101 through 75-15-134, MCA, and the Administrative Rules of Montana promulgated in support thereof, as administered by the Montana Department of Transportation. It is the responsibility of the sign owner to verify property lines and MDT right-of-way and to ensure that any re-erection of a sign is on private property. Sign owner will bear the cost of moving any sign found to be re-erected on public right-of-way.

**301.46**

Upon completion of the Survey and upon receipt of a bill from a Registered Land Surveyor, the State will reimburse the Grantor(s) the actual cost of the Survey to establish new property corner pins at the intersection of the Grantor(s) property boundary and the new right-of-way line. In order to receive this compensation, Grantor(s) agree to have this Survey completed and a bill (or paid invoice) submitted prior to the commencement of highway construction or within one year of the date of the Grantor(s) signature on this Right-of-Way Agreement, whichever comes first.  The Grantor(s) may request a time extension to complete the survey.  If a time extension is necessary, Grantor(s) hereby agree to sign a supplemental right-of-way agreement for the extension.

**301.47**

The State agrees to protect, defend, indemnify, and hold the Landowners and his/her heirs, executors, administrators, successors, and assigns, harmless from and against all claims, liabilities, demands, causes of action, and judgments ( including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT’s employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement on the Landowner’s property, except the negligence or willful misconduct of the Landowners.

**301.51**

In lieu of compensation, the parties agree to exchange property as outlined herein.

Exchange Agreement: IT IS UNDERSTOOD AND AGREED THAT THE MONTANA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as MDT, AND Click to enter text., hereinafter referred to as Click to enter text., AGREE TO EXCHANGE PROPERTY AS FOLLOWS:

TRACT A (MDT property):

A tract of land in the Click to enter text. of Section Choose an item., Township Choose an item., Range Choose an item., P.M.,M., Choose an item. County, Montana; containing an area of Click to enter text. acres, more or less.

It is understood and agreed by the parties hereto that the exact size of Tract A is not known at this time.

TRACT B (Click to enter text.) property):

A tract of land in the Click to enter text. of Section Choose an item., Township Choose an item., Range Choose an item., P.M.,M., Choose an item. County, Montana; containing an area of Click to enter text. acres, more or less.

The parties recognize and agree that state law allows MDT to exchange property for highway purposes; therefore, the parties agree as follow:

1. MDT's Real Estate Services Section will research the possibility of exchanging Tract A for Tract B. Said research includes determining whether or not the MDT has a transferable interest in Tract A and obtaining approval from various sections of the MDT including but not limited to the Choose an item. District Administrator and Environmental Services.

If MDT does not have a transferable interest in Tract A or if any MDT section objects to the exchange, the exchange becomes null and void and Click to enter text. agrees to sell Tract B to the MDT for its appraised value of Click to enter text..

1. If it is determined that MDT has a transferable interest in Tract A and the necessary approvals are obtained from the various sections, MDT hereby agrees to transfer and convey Tract A to Click to enter text. by Quitclaim Deed.
2. MDT will appraise both tracts to determine their fair market value.

The appraisal for Tract A will be sent to Click to enter text. for review and acceptance. If Click to enter text. does not accept the appraisal, Click to enter text. can obtain a second appraisal and submit it to MDT for its review and acceptance. Both parties must agree upon the appraised value of Tract A before an exchange can be consummated.

If an agreement on the appraised value of Tract A cannot be reached, the exchange becomes null and void and Click to enter text. agrees to sell Tract B to the MDT for its appraised value.

1. It is mutually agreed that if the value of Tract A is higher than the value of Tract B, Click to enter text. will pay the difference to MDT prior to MDT conveying Tract A. If the value of Tract B is higher than the value of Tract A, MDT will pay the difference to Click to enter text..
2. Title Commitments and/or Title Insurance are hereby waived.
3. If required by the County Clerk and Recorder for recording, Click to enter text. will provide, at their expense, a survey of Tract A prepared by a registered land surveyor licensed to practice in the State of Montana. Said survey will be submitted to MDT for review prior to having the survey recorded. Upon receiving approval from MDT, Click to enter text. shall have the survey recorded and will provide MDT with a full size copy of the recorded survey.
4. Upon receiving the recorded survey, MDT will prepare and record the deeds at its expense.
5. Click to enter text. agrees to accept Tract A subject to easements for all utilities currently on the property. If a survey is required for Tract A as specified in Item F above, the survey shall show and make reference to said easements.
6. It is understood and agreed that MDT must notify all individuals owning property adjacent to Tract A of MDT's intent to exchange Tract A and said adjacent property owners have the right to request that MDT sell Tract A at public auction; therefore, MDT reserves the right to terminate and cancel this exchange if an adjacent property owner exercises his/her right to request a public auction. If MDT terminates the exchange for this reason, Click to enter text. agrees to sell Tract B to the MDT for its appraised value.

1. It is understood and agreed that this exchange agreement must comply with the Montana Environmental Policy Act (MEPA) and the National Environmental Policy Act (NEPA) prior to finalizing the exchange. MDT is responsible for documenting compliance with MEPA and NEPA. If MDT terminates this exchange based on environmental concerns, Click to enter text. agrees to sell Tract B to the MDT for its appraised value.

1. The closing of this exchange shall occur no later than Click enter a date. unless extended as agreed to by both parties in writing.

**301.52**

MDT agrees to investigate the possibility of discharging any excess or unneeded easement Choose an item. of approximate Engineering Station Click to enter text. to Click to enter text.. Upon approval from the Choose an item. District, the Real Estate Services Section, and the Environmental Services Bureau, MDT will formally discharge said easement area subject to all existing easements/encumbrances. Said discharge shall not occur until after construction of Highway Project Click to enter text. is completed.

**301.53**

A warrant in the amount of $Click to enter text. to be made payable to Click to enter text. Title Company in trust for Click to enter text. and delivered to said title company at Click to enter text.. This compensation is to be held in trust by said Title Company as earnest money until the date of closing.

A warrant in the amount of $Click to enter text. (plus or minus any amounts as may be necessary to complete payment of purchase after credits, adjustments, and pro-rations due at closing) to be made payable to Click to enter text. Title Company in trust for Click to enter text. and delivered to said title company on or before the date of closing

A warrant in the amount of $Click to enter text. to be made payable to Click to enter text. Title Company in trust for Click to enter text. and delivered to said title company on or before the date of closing. This compensation is to be held in trust in an interest bearing account until MDT receives written closure from the Montana Department of Environmental Quality (DEQ) and/or the Environmental Protection Agency (EPA) of all environmental cases related to the subject property. This compensation may be referred to as a “holdback”. Written closure should consist of a “No Further Action Required” letter from DEQ and/or EPA but MDT may accept other documentation of closure at its sole discretion.

**301.54**

It is understood and agreed that, prior to closing, Choose an item. will, at Choose an item. expense, remove all underground storage tank systems (including tanks, piping, and dispensers) located on the property. Said removal must be completed in accordance with current Federal, State, and local requirements. Choose an item. to notify Choose an item. at least one week prior to scheduled tank removal activities. Choose an item. the right to inspect the property prior to closing. It is understood and agreed that the date of closing may have to be extended to allow for this activity to be completed.

It is further understood and agreed that Grantors will investigate and effect remediation, if required by the DEQ and/or EPA, of all environmental impacts resulting from Grantor's use of the property. Grantors agree to begin the investigation and effect any required remediation immediately following removal of the underground storage tank system. It is understood and agreed that remediation and written closure of all DEQ and/or EPA cases may occur subsequent to the date of closing. To the extent not all the holdback compensation is needed to effect remediation, Grantor shall receive the unused balance. In the event compensation in excess of the holdback is needed to effect remediation, Grantor shall be responsible for such excess.

If Grantors do not complete the remediation and obtain written closure from the DEQ and/or EPA within one year of the removal of the underground storage tank system, MDT may use the holdback compensation to investigate and effect remediation of all environmental impacts on the property. It is understood and agreed that the one year timeframe stated herein may be extended by mutual agreement of both parties in writing. In the event that MDT has to complete the investigation/remediation and not all the holdback compensation is needed to effect remediation, MDT shall retain the unused balance as payment for its efforts to effect remediation. In the event compensation in excess of the holdback is needed to effect remediation, Grantor shall be responsible for such excess.

Grantors agree to indemnify MDT and maintain responsibility for the cost of all environmentally related activities that any Federal, State, or local regulatory agency requires as a result of the Grantor's use of the property.

It is mutually understood and agreed that taxes, assessments, insurance, interest, rents and other expenses and revenue of said property shall be prorated as of the date of closing.

Grantors shall convey title for the land required for right-of-way by Bargain & Sale Deed and shall convey the remainder real property by Warranty Deed, free of all liens and encumbrances except those described in the title insurance section of this agreement and/or agreeable with MDT.

MDT shall prepare all deeds required to complete the property transfer and submit them to Click to enter text. Title Company prior to closing.

Grantors, at Grantors' expense, shall furnish MDT with title insurance in an amount equal to the purchase price, insuring merchantable title to the real property in MDT's name, free of all liens and encumbrances except: encumbrances herein mentioned, zoning ordinances, building and use restrictions, reservations in federal patents, beneficial utility easements apparent or of record, and Special Improvement Districts (including rural SID's), if any.

It is understood and agreed that existing water rights owned by the Grantors and appurtenant to the property are to be conveyed to MDT at closing.

This offer is contingent upon the MDT's independent investigation of the following conditions relating to the property, including but not limited to; covenants, zoning, access, easements, well depths, septic and sanitation restrictions, surveys or other means of establishing the corners and boundaries, special improvement districts, restrictions affecting use (flood plains, Planning Board issues, etc.), special building requirements, future assessments, utility hook up and installation costs, and environmental hazards. This offer is also contingent upon review and approval of the MDT Environmental Division pertaining to hazardous materials on site, Historical and Culturally significant sites, and Wetlands.

**DEFAULT BY Grantors:** If the Grantors fail to perform any of the covenants of this contract, the aforesaid money paid by MDT, at the option of MDT, shall be returned to MDT on demand; or MDT shall have only the right of specific performance.

**DEFAULT by MDT:** If MDT fails to perform any of the requirements of this contract, all earnest money paid pursuant to this contract by MDT shall be retained by or for the account of the Grantors; or Grantors shall have only the right of specific performance.

**CONSENT TO DISCLOSE INFORMATION:** MDT and Grantors hereby consent to the procurement and disclosure by MDT, Grantors, and Agents thereof to any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrows for the review of contracts, deeds, trust indentures, or similar documents concerning this property or underlying obligations pertaining thereto.

**BINDING EFFECT AND ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and assigns of each of the parties hereto. This agreement may be assigned upon the written approval of both parties.

**CLOSING, CLOSING DOCUMENTS AND PLACE OF CLOSING:** Click to enter text. Title Company of Click to enter text.shall serve as the closing agent for this transaction and the closing fee shall be split evenly between MDT and the Grantors. Click to enter text. Title Company shall also be utilized to provide the title insurance required herein.

**CLOSING DATE:** This contract shall be closed and the deed and possession shall be delivered on or before the Click to enter text. day of Click to enter text., Click to enter text.. The Parties may have up to an additional 30 days to complete surveys, zoning changes, and title defects unless extended by other provisions of this contract. The closing date may also be extended to allow time for the removal of the underground storage tank system.

**ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Grantors and MDT, and supersedes any other written or oral agreements between Grantors and MDT. This Agreement can be modified only in writing, signed by the Grantors and MDT.

**MDT'S ACKNOWLEDGMENT:** MDT acknowledges that it has examined the real and personal property, that MDT enters into this Agreement in full reliance upon its independent investigation and judgment, that prior verbal representations by the Grantors or Grantors agent or representatives do not modify or affect this Agreement, and that by signing this Agreement MDT acknowledges having read and understood this entire agreement.

**GRANTORS' ACKNOWLEDGMENT:** Grantors understand that by signing this agreement, Grantors acknowledge having read and understood this entire agreement.

**301.55**

WATER RIGHT OWNERSHIP UPDATE DISCLOSURE: By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.