

The County of Yellowstone, Montana
(hereinafter referred to as The County of Yellowstone Montana, County, and/or Grantee)
Right-of-Way Agreement

Central and 48th Intersection

Project Name

Project No.: 21001.14

Yellowstone

Montana County

Parcel	From Station	To Station	QtrQtr, Tract, COS #, Etc.	Section	Township	Range
2	2+70 LT (Central Ave)	6+00 LT (Central Ave)	Tract 1B of C.O.S. No. 1940 Amended Amending Tract 1	4	1S	25E

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

48th St. West Church of Christ, Billings,
Montana, a Montana non-profit corporation
c/o Nolan Tewell, Director
14 48th Street West
Billings, MT 59106

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 Grantor and Grantee or a designated representative. Grantee will record the deed(s)/easement(s) as soon as possible to provide public notice of the transfer and protect the Grantee's ownership rights against future claims. Possession of the property is when payment is sent in full or when the initial payment of a multiple payment arrangement is sent, whichever comes first. Grantors certify that any encumbrances on the property are shown on this agreement. If Grantors sell their remaining property prior to the 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 the County's request, execute deeds and/or easements required by the County for all real property agreed to be conveyed by this agreement.

Taxes and special assessments, if any, delinquent from former years, and taxes and special assessments for the current year, if due and/or payable, shall be paid by the Grantor. This Agreement embodies the whole Agreement between the parties hereto as it pertains to the real estate, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein. The Grantor hereby agrees that the compensation herein provided to be paid includes full compensation for their interest and the interests of their life tenants, remaindermen, reversioners, liens and lessees, and any and all other legal and equitable interest that are or may be outstanding and said Grantor agrees to discharge the same. This Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties, only when the same shall have been approved by the County on behalf of the Board of County Commissioners of Yellowstone County, Montana.

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

N/A

\$0.00



Clear Route

3. OTHER COMPENSATION

Temporary Construction Easement Lump Sum	\$500.00
Cost to Cure	\$0.00
Rounding	\$0.00

4. TOTAL COMPENSATION (includes all damages to the remainder): \$500.00

5. IT IS UNDERSTOOD AND AGREED THE COUNTY SHALL MAKE PAYMENTS AS FOLLOWS:

The undersigned grantors hereby authorize and instruct The County of Yellowstone, Montana to pay the entire consideration of \$500.00 to the 48th St. West Church of Christ, Billings, Montana, a Montana non-profit corporation, 14 48th Street West, Billings, MT 9106. 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 the County. A payment is to be mailed to the address above.

6. At no expense to the Grantor and at the time of roadway construction, permission is hereby granted the County and/or its contractors to enter upon the Grantor's land at the locations and for the purposes described as follows:

A. Station 4+66 to Station 5+50 (Central Ave) Temporary Construction Easement LT

It is understood and agreed that temporary construction easements will be in effect for a period beginning the 1st day of construction on the property and will remain in effect for a period of 2 years from that date.

7. The Grantor and Grantee agree that the Grantee will coordinate construction activities on the Grantor's property with regards to irrigation activities. The Grantee agrees to restore the impacted surface and underground irrigation system back to its original condition as much as practical upon completion of the project.

8. The Grantor and Grantee agree that the Grantee will remove 4 existing large trees on the east property line along 48th Street that encroach existing road right-of-way. The Grantee agrees to install 5 new Ivory Silk Lilac trees (approximately 1.5-inch trunk size) on the Grantor's property along the southern property line adjacent to Central Avenue with the project improvements. (See Figure 1 attached).

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 County of Yellowstone, Montana 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 the County 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 the County 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.

Signature: Nolan Tewell, Director of 48th St. West Church of Christ, Billings, Montana, a Montana non-profit corporation

Date

10-17-25

Signature:

Date



Project #: 21001.14

(Continued from Previous Page)

Parcel Number: 2

Recommended for Approval:

R/W Agent: Tony Gaddo
Clear Route Real Estate

Date

10/21/25

Approved for and on Behalf of the County

Name:

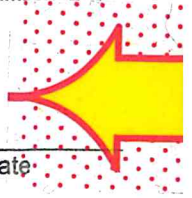
Title:

Attest

Name:

Title:

Date



Clear Route

R/W Agreement Figure 1

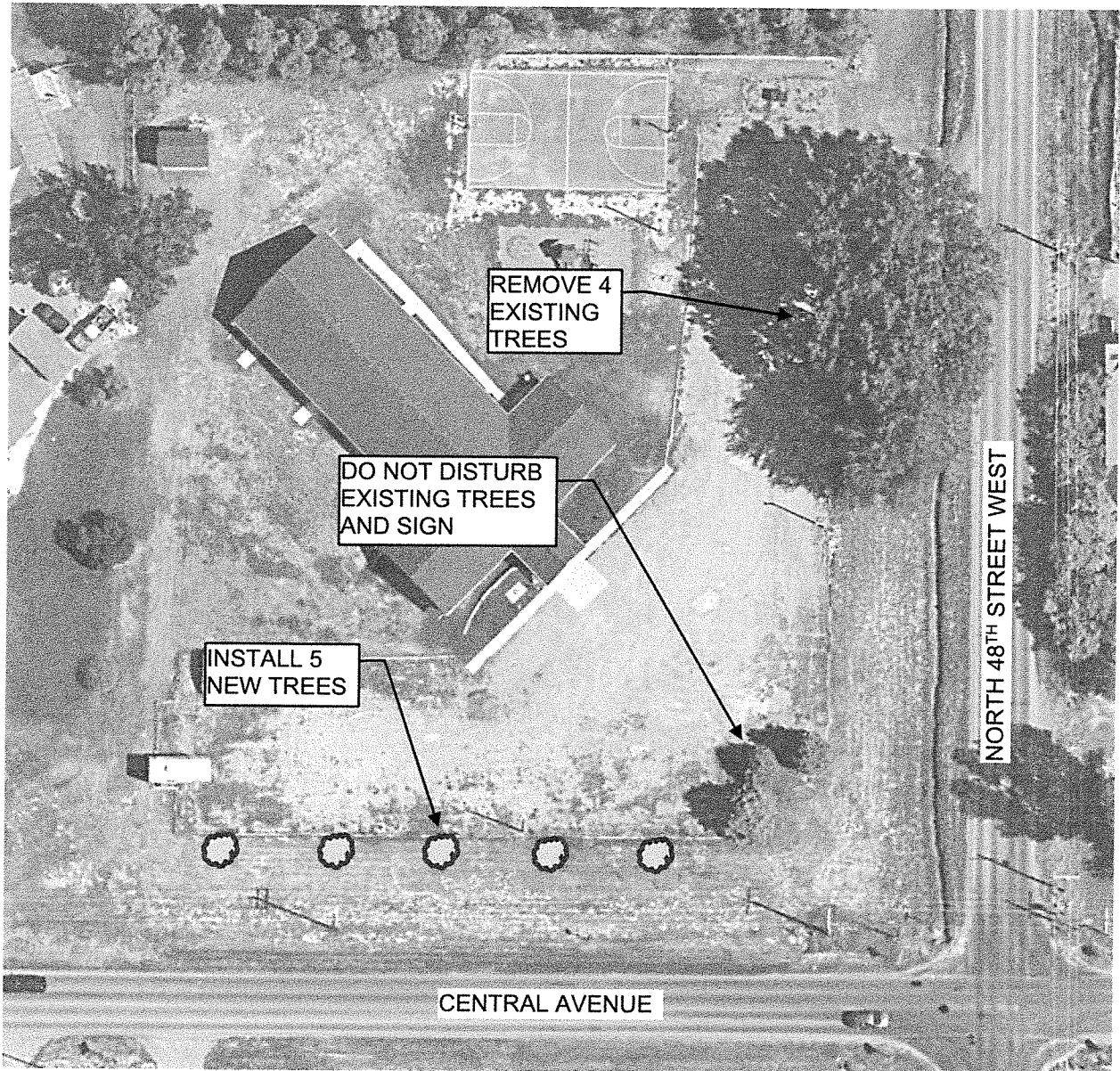
(1) Current Project Information

PROJECT NO.: 21001.14

PARCEL NO.: 2

PROJECT NAME: Central and 48th Intersection

(2) RECORD OWNER: 48th St. West Church of Christ, Billings, Montana, a Montana non-profit corporation



Notes: Aerial image locations are approximate and may not be exact. Refer to easement exhibit for detail.