|  |  |  |  |
| --- | --- | --- | --- |
| **Project No.:** | enter text | **Designation:** | enter text |
| **Project ID:** | enter text | **Parcel No.:** | enter text |

|  |  |  |  |
| --- | --- | --- | --- |
| Legal Description | Section | Township | Range |
| enter text | enter text | enter text | enter text |

THIS AGREEMENT, made and entered into on this date choose a date, by and between:

|  |  |
| --- | --- |
| Name: | enter text |
| Address: | enter text |
|  | enter text |
| Phone: | enter text |

hereinafter called "OWNER"

**AND**

The STATE OF MONTANA, acting by and through the Department of Transportation, hereinafter called "DEPARTMENT"

 It is mutually understood and agreed:

 The DEPARTMENT in the performance of its duties, preparatory to the construction of Highway Project enter text, finds it necessary to acquire, enter upon, affect, adjust, alter, replace, and/or encroach upon certain property (or rights) and facilities owned and operated by OWNER, from which OWNER may or may not derive any special benefits;

 In consideration of the mutual covenants contained herein, to be kept and performed by the parties hereto, OWNER does hereby release, grant, and permit unto the DEPARTMENT all rights and/or other interests they possess in such property and irrigation facilities located within the proposed right-of-way;

 The DEPARTMENT agrees to provide OWNER a right-of-way, with better or equivalent title than that surrendered, for any new or relocated facilities where necessary and Owner agrees that said Choose an item shall not relieve OWNER of providing, continuing service to anyone legally entitled thereto;

 The DEPARTMENT, in consideration of said release, grant, and permit, hereby agrees to construct irrigation facilities in accordance with and as shown on the attached plans marked Exhibit A and containing **enter text** sheets.

The DEPARTMENT further covenants and agrees to the follow­ing:

enter text

 The DEPARTMENT, further covenants and agrees that all work performed under the terms of this agreement shall be executed in a good and workmanlike manner consistent with DEPARTMENT standards and in accordance with recognized location construction practices.

The DEPARTMENT further agrees that all work to be performed under the terms of this agreement shall take place during the “Irrigation Off-Season” between October 16th and April 14th. If construction activities are needed during the irrigation season between April 15th and October 15th, the DEPARTMENT and/or its representatives will contact OWNER to obtain permission and to coordinate all activities with specific requirements dictated by OWNER.

 The DEPARTMENT further agrees to monitor and periodically inspect the operation of said facilities after construction for a period of two (2) years, during which time the DEPARTMENT agrees to cure any deficiencies that may arise as a result of said construction.  After the expiration of said time frame, the responsibility of the DEPARTMENT shall terminate and forever be discharged, and the OWNER shall then be responsible for all matters of maintenance and operation of said facilities.  The DEPARTMENT agrees to be responsible for the repairs and/or replacement of irrigation culverts and/or structures located under the highway if the failure of said culverts and/or structures negatively impacts the operation of the highway or endangers the safety of the traveling public.

OWNER agrees to be responsible for routine maintenance, including cleaning, of the irrigation facilities including any irrigation culverts and/or structures located under the highway. OWNER further agrees to use care and safety while conducting maintenance of the irrigation facilities within the highway right-of-way.  OWNER further agrees to protect the Department 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 OWNER’s performance of such maintenance work or occupancy of the highway right-of-way.

The undersigned have executed this agreement on the dates as shown.

***ELECTRONIC SIGNATURE CONSENT***

*By my signature/typewritten name, I declare under penalty of perjury and the laws of the State of Montana that the foregoing is true and correct and contains no willful falsifications or misrepresentations.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signature (Typed Name)** |  | **Date** |  | **Place of Signature (City, State)** |
|  |  |  |  |  |

Owner

**RECOMMENDED FOR APPROVAL**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signature (Typed Name)** |  | **Date** |  | **Place of Signature (City, State)** |
|  |  |  |  |  |

District R/W Supervisor

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signature (Typed Name)** |  | **Date** |  | **Place of Signature (City, State)** |
|  |  |  |  |  |

District Engineer/Administrator

**APPROVED BY DEPARTMENT**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signature (Typed Name)** |  | **Date** |  | **Place of Signature (City, State)** |
|  |  |  |  |  |

R/W Acquisition Manager