

MEMORANDUM AGREEMENT

North Dakota Department of Transportation, Design Division
DOT 6776 (Rev. 05-2005)



Project Control Number

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Project _____ Parcel(s) _____

On this _____ day of _____, 20____, _____,

hereinafter referred to as Landowner(s), did execute a deed, subordination of rights, _____, easement, conveying to the state of North Dakota for the use and benefit of the North Dakota Department of Transportation hereinafter referred to as (NDDOT) the above-identified parcel(s) of property in _____ County, consisting of _____ acres, more or less, as shown on the right of way plats, for a total of \$ _____ for land and all damages.

This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with the above settlement.

1. The state assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees with the written permission of the district engineer.
2. _____ feet of _____ fence to be moved by the owner prior to construction of the highway.
3. The Landowner(s) will be permitted to use any cattle pass or drainage structure installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass.
4. NDDOT will not maintain any service road except those shown on the plat attached hereto and made a part thereof.
5. Access control is being acquired and the abutting Landowner(s) shall reserve the right of access at _____ temporary points to be designated by the NDDOT director as shown on the right of way plat.
6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee.

7. Additionally: _____	Land	\$ _____
_____	Easements and Access Control	\$ _____
_____	Improvements on Right of Way	\$ _____
_____	Damage to Remainder	\$ _____
_____	TOTAL:	\$ _____

The NDDOT director must approve all settlements. NDDOT will notify the Landowner(s) in writing if this settlement is **not** approved. Payment by the state must await approval of title and processing of a voucher and warrant through the offices of the state auditor and treasurer. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

LANDOWNER/LESSEE (TYPE OR PRINT)

SIGNATURE

DATE

LANDOWNER/LESSEE (TYPE OR PRINT)

SIGNATURE

DATE

LANDOWNER/LESSEE (TYPE OR PRINT)

SIGNATURE

DATE

LANDOWNER/LESSEE (TYPE OR PRINT)

SIGNATURE

DATE

RIGHT OF WAY AGENT, NDDOT (TYPE OR PRINT)

SIGNATURE

DATE