

**BILLBOARD MEMORANDUM AGREEMENT**

North Dakota Department of Transportation, Design Division  
DOT 10133 (Rev. 10-2004)

Federal-Aid Highway Project No. \_\_\_\_\_ Parcel No(s). \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

\_\_\_\_\_ did agree to convey to the state of North Dakota for removal by the (North Dakota Department of Transportation) or (owner) a sign in \_\_\_\_\_ County located on the above-identified parcel(s), consisting of \_\_\_\_\_ (sign) or signs whose dimensions are listed below, for a total of \$\_\_\_\_\_ for said sign removal. No compensation will be paid until the sign structure has been totally removed.

The undersigned hereby certifies that they have a valid lease, either written or verbal, to erect and maintain the billboards herein recited.

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

The North Dakota Department of Transportation (NDDOT) hereby makes settlement with the seller/owner for the following sign, or signs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This sign, or signs, shall be disposed of in the following manner:

- a. NDDOT takes complete possession of and retains the right of ultimate removal or destruction, and grants \_\_\_\_\_ days of occupancy, ending the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.
- b. The seller/owner hereby agrees to remove said sign, or signs, from the right of way prior to \_\_\_\_\_ 20\_\_, at no additional cost to NDDOT. It is further agreed that if said sign, or signs, (is) (are) not removed prior to the above date, the right of ownership and removal or destruction reverts to NDDOT; and NDDOT holds the right to deduct removal costs from agreed payment.

**REMARKS:**

_____	Sign Removal	\$ _____
_____	Buyout	\$ _____
_____	Less Salvage Value	\$ _____
_____	Miscellaneous	\$ _____
	TOTAL	\$ _____

The seller/owner will be notified in writing by the Design Engineer if this settlement is **not** approved. Payment by the state must await processing of a voucher and warrant through the offices of the state auditor and treasurer. As a memorandum agreement of the parties, the undersigned, do hereby execute and deliver this document. This agreement was reached without coercion, 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.

SELLER/OWNER

**NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
RIGHT OF WAY AGENT (TYPE OR PRINT)

\_\_\_\_\_  
NAME & TITLE (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE