



MDT-ROW-200

Rev. 04/2023

Page 1 of 5

**Montana Department of Transportation**  
(hereinafter referred to as State, Department, Grantee, and/or MDT)  
**Right-of-Way Agreement**

Flowing Wells-East & West  
**Designation**

Garfield & McCone  
**Montana Counties**

**PE Project ID:** NH 57-5(55)247

**R/W Project ID:** NH 57-5(63)247

**Uniform Project No.:** 9726-063-000

Parcel	From Station	To Station	QtrQtr, Tract, COS #, Etc.	Section	Township	Range
10	1902+10±	1928+50±	SW1/4SE1/4, SE1/4SE1/4	7	18N	44E
11	1928+50±	1980+90±	NW1/4NW1/4, NE1/4NW1/4, NW1/4NE1/4, NE1/4NE1/4	17	18N	44E
14	1980+90±	2033+80±	SW1/4SW1/4, SE1/4SW1/4, SW1/4SE1/4, SE1/4SE1/4	9	18N	44E
15	2033+80±	2086+60±	NW1/4NW1/4, NE1/4NW1/4, NW1/4NE1/4, NE1/4NE1/4	15	18N	44E
18	2086+60±	2139+40±	SW1/4SW1/4, SE1/4SW1/4, SW1/4SE1/4, SE1/4SE1/4	11	18N	44E

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

**OWNER:**

Great Northern Properties Limited Partnership, a Delaware  
Limited Partnership  
PO Box 1745  
Miles City, MT 59301  
Phone: 406-234-1274

**LESSEES:**

**Parcels 10, 14, 18**  
Soda Creek Inc., a Montana Corporation  
PO Box 495  
Circle, MT 59215

**Parcel 11**  
Greg Herden  
PO Box 32  
Brockway, MT 59214

**Parcel 15**  
David and Ruth Hinnaland  
PO Box 31  
Circle, MT 59215

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 Acquisition Manager or a designated representative, and possession of the property is granted to the Department when it sends the payment(s) agreed to below. Grantors certify that any encumbrances on the property are shown on this agreement. If Grantors sell their remaining property prior to the highway 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

R/W Project ID: NH 57-5(63)247

(Continued from Previous Page)

Parcel Number: 10,11,14,15,18

contract that they will, on Department's request, execute deeds and/or easements required by Department for all real property agreed to be conveyed by this agreement.

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

Parcel 10

6.67 acres highway easement

Parcel 11

10.42 acres in fee by deed

5.97 acres highway easement

Parcel 14

0.76 acres in fee by deed

9.41 acres highway easement

Parcel 15

13.38 acres in fee by deed

6.62 acres highway easement

Parcel 18

0.41 acres in fee by deed

5.38 acres highway easement

0.32-acre easement

3. OTHER COMPENSATION

Rounding

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

[REDACTED]

Initial  
KX

Lump sum

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

Initial  
KX

The undersigned grantors hereby authorize and instruct the State of Montana, Department of Transportation (MDT) to pay the entire consideration of [REDACTED] to Great Northern Properties Limited Partnership, a Delaware Limited Partnership, PO Box 1745, Miles City, MT 59301. 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 W-9.

Normal payment processing time is 4-6 weeks.

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

R/W Project ID: NH 57-5(63)247

(Continued from Previous Page)

Parcel Number: 10,11,14,15,18

7. Permission is hereby granted the State to enter upon the Grantor's land, where necessary and for the purposes described as follows:

<u>Parcel 10</u>				
A.	Station 1928+50	Build joint-use farm field approach	LT	SOP
<u>Parcel 11</u>				
B.	Station 1928+50	Build joint-use farm field approach	RT	SOP
<u>Parcel 14</u>				
C.	Station 1983+90	Build farm field approach	LT	SOP
D.	Station 2006+60	Build farm field approach	LT	SOP
<u>Parcel 15</u>				
E.	Station 2033+80	Build joint-use farm field approach	RT	SOP
F.	Station 2058+50	Build farm field approach	RT	SOP
<u>Parcel 18</u>				
G.	Station 2094+30	Build farm field approach	LT	SOP
H.	Station 2112+00	Build farm field approach	LT	SOP
I.	Station 2139+50	Build joint use private approach	LT	SOP

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 require concurrence of the Grantors.

Grantors shall maintain, at their sole expense, all approaches identified in this agreement. Grantors 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 approaches 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.

8. It is understood and agreed at no expense to the Grantors, 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 Grantors grant permission to the State to enter upon their property where necessary for the purpose of constructing fence as follows:

<u>Parcel 10</u>				
A.	Station 1902+10± to Station 1928+50±	Build <del>F-4</del> <sup>F2-32WW(m) Jm D.H.</sup> (M)	LT	
<u>Parcel 11</u>				
B.	Station 1928+50± to Station 1980+90±	Build F-5 (M)	RT	
<u>Parcel 14</u>				
C.	Station 1980+90± to Station 2033+80±	Build <del>F-4</del> <sup>F2-32WW(m) Jm D.H.</sup> (M)	LT	
<u>Parcel 15</u>				
D.	Station 2033+80± to Station 2086+60±	Build <del>F-4</del> <sup>F2-32WW(m) Jm D.H. R.L.H.</sup> (M)	RT	

R/W Project ID: NH 57-5(63)247

(Continued from Previous Page)

Parcel Number: 10,11,14,15,18

- Parcel 18  
E. Station 2086+60± to Station 2139+40± Build ~~E-4~~ <sup>F2-32WW(M) JM DH</sup> (M). New fence to be tied to winged fence attached to culvert located at Station 2107+86. LT

Gates:

- Parcel 10  
F. Station 1928+42± Build G-2 LT
- Parcel 11  
G. Station 1928+58± Build G-2 (40 feet) RT
- Parcel 14  
H. Station 1981+00± Build G-2 no approach LT
- I. Station 1981+30± Build G-2 in cross fence LT (140± ft)
- J. Station 1983+90± Build G-2 (30-feet) LT
- K. Station 2006+60± Build G-2 (30-feet) LT
- Parcel 15  
L. Station 2033+65± Build G-2 in cross fence RT (120± ft)
- M. Station 2034+08± Build G-2 RT
- N. Station 2058+50± Build G-2 (18-feet) RT
- Parcel 18  
O. Station 2094+30± Build G-2 (30-feet) LT
- P. Station 2108+50± Build G-2 on right-of-way line north of the culvert located at Station 2107+86 LT
- Q. Station 2112+00± Build G-2 ( 30-feet) LT
- R. Station 2139+30± Build G-2 (30-feet) in wing to cattleguard LT

Initial

lx

Said fence shall become the property of the Grantors and MDT will not be responsible for maintenance and/or repair of said fence. *Damages & removal of the fence by actions of MDT and/or their contractors, subcontractors, employees, assignee or any other party to MDT shall be responsible for the repair, replacement, and/or repair of said fence.*

9. MDT agrees to investigate the possibility of discharging any excess or unneeded easement RIGHT of approximate Engineering Station 1939+00± to 1940+00±. Upon approval from the Glendive District, the Real Estate Services Section, and the Environmental Services Bureau, MDT will formally discharge said 100 foot wide existing channel change easement area subject to all existing easements/encumbrances. Said discharge shall not occur until after construction of Highway Project NH 57-5(63)247 is completed.

R/W Project ID: NH 57-5(63)247

(Continued from Previous Page)

Parcel Number: 10,11,14,15,18

**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 Montana Department of Transportation 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 MDT 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 MDT 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.

Signed by:

*Kai Xia*

9/25/2024

Signature: Kai Xia, President of GNP Management Inc., as general partner of Great Northern Properties Limited Partnership

Date

Signature: David Hinnaland, Vice President, Soda Creek Inc., a Montana Corporation, Lessee

Date

Signature: David Hinnaland, Lessee

Date

Signature: Ruth Hinnaland, Lessee

Date

Signature: Greg Herden, Lessee

Date

**Recommended for Approval:**

**Approved for and on Behalf of Department**

*Justin McMillan*  
R/W Agent: Justin McMillan

9/26/24

Date

NSOP Items Approved, if Applicable

Date

*Patty Patterson*  
R/W Supervisor: Patty Patterson

9/26/24

Date

Consultant Project of R/W Manager, if applicable

Date

Acquisition Manager: Bob Heiser

Date