



MDT-ROW-200

Rev. 04/2023

Page 1 of 3

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

Flowing Wells – East & West
Designation

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

Garfield & McCone
Montana County

R/W Project ID: NH 57-5(63)247Uniform Project No.: 9726-063-000

| Parcel | From Station | To Station | QtrQtr, Tract, COS #, Etc. | Section | Township | Range |
|--------|--------------|------------|----------------------------|---------|----------|-------|
| 022 | 2139+40± | 2152+30 | NW¼NW¼ | 13 | 18N | 44E |

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

LANDOWNER:

Soda Creek Inc., a Montana Corporation
David M. Hinnaland, Vice President
PO Box 495
Circle MT 59215
Phone: 406-974-3690, David's Cell

CONSERVATION EASEMENT HELD BY:

The Montana Land Reliance
324 Fuller Ave
Helena MT 59601
Phone: 406-443-7027, Paul Burdett

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 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.)**
0.90-acre easement
3. **OTHER COMPENSATION**
Rounding
4. **TOTAL COMPENSATION (includes all damages to the remainder):**

The undersigned grantors hereby authorize and instruct the State of Montana, Department of Transportation (MDT) to pay the entire consideration of Soda Creek, Inc., a Montana Corporation, PO Box 495, Circle MT 59215. 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.

5. This agreement, upon execution by an agent of the Department of Transportation and presentation to the owner so designated, constitutes a written offer of compensation in the full amount of the appraised 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).
6. Permission is hereby granted the State to enter upon the Grantor's land, where necessary and for the purpose described as follows:

A. Station 2139+50± Build joint use farm field approach RT SOP

It is understood and agreed by the parties hereto that the location of this approach is 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.

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

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

A. Station 2139+74± to Station 2152+30± Build ^{F2-32ww (m) JM D.H. At} F-4 (M) RT

Gate:

B. Station 2139+65± Build G-2 (30-feet) RT

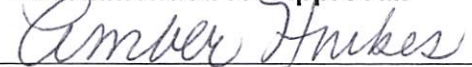
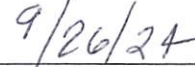
Said fence shall become the property of the Grantor and MDT will not be responsible for maintenance and/or repair of said fence.

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.

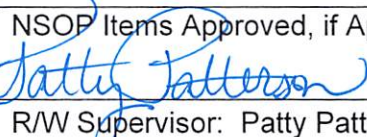
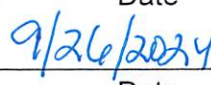
 
Signature: David M. Hinnaland, Vice President, Soda Creek, Inc., a Montana Corporation Date

Recommended for Approval:

 
R/W Agent: Amber Hrubes Date

Consultant Project of R/W
Manager, if applicable Date

Approved for and on Behalf of Department

NSOP Items Approved, if Applicable Date
 
R/W Supervisor: Patty Patterson Date

Acquisition Manager: Date