



MDT-ROW-200

Rev. 04/2023

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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
8	1876+20±	1902+10±	U.S. Govt. Lot 4, SE1/4SW1/4	7	18N	44E
12	1928+50±	1980+90±	SW1/4SW1/4, SE1/4SW1/4, SW1/4SE1/4, SE1/4SE1/4	8	18N	44E
16	2033+80±	2086+60±	SW1/4SW1/4, SE1/4SW1/4, SW1/4SE1/4, SE1/4SE1/4	10	18N	44E

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

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

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.)**

Parcel 8

1.25 acres in fee by deed

Parcel 12

1.99 acres in fee by deed

9.39 acres highway easement

Parcel 16

2.08 acres in fee by deed

7.85 acres highway easement

0.09-acre drainage easement

3. OTHER COMPENSATION

Rounding

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

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

The undersigned grantors hereby authorize and instruct the State of Montana, Department of Transportation (MDT) to pay the entire consideration of [REDACTED] 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.

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

Parcel 12

- | | | | | |
|----|------------------|-------------------------------------|----|-----|
| A. | Station 1928+50± | Build joint-use farm field approach | LT | SOP |
| B. | Station 1951+75 | Build farm field approach | LT | SOP |

Parcel 16

- | | | | | |
|----|-----------------|---------------------------|----|-----|
| C. | Station 2058+50 | Build farm field 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:

Parcel 8

A. Station 1876+20± to Station 1902+10±

Build ~~F-4~~ (M)

LT

F2-32WW (m) Jm D.H. A

Parcel 12

B. Station 1928+50± to Station 1980+90±

Build ~~F-4~~ (M)

LT

F2-32WW (m) Jm D.H. A

Parcel 16

C. Station 2033+80± to Station 2086+60±

Build ~~F-5~~ (M)

LT

F2-32WW (m) Jm D.H. A

Gates:

Parcel 12

D. Station 1928+42±

Build G-2 (16-feet)

LT

E. Station 1951+75±

Build G-2 (30-feet)

LT

F. Station 1980+30±

Build G-2 A

LT

Parcel 16

G. Station 2058+50±

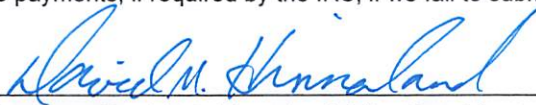

Build G 2 (18-feet)

LT

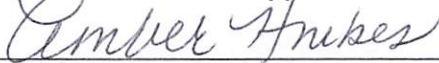
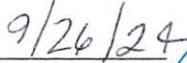
Said fence shall become the property of the Grantors and MDT will not be responsible for maintenance and/or repair of said fence.

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

Approved for and on Behalf of Department

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

Consultant Project of R/W Manager, if applicable N/A Date

Acquisition Manager: N/A Date