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MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

LAND USE LICENSE NO. 10944

The STATE OF MONTANA, DEPARTMENT OF NATURAL RESOURCES & CONSERVATION (hereinafter referred to as the "Department" or "Licensor"), whose address is P. O. Box 201601, 1625 Eleventh Avenue, Helena, MT 59620-1601, herein grants William Tatarka whose address is 19 Lake Road, Bozeman, MT 59718, 406-587-2150, 406-581-5359 (hereinafter referred to as the "Licensee") a LAND USE LICENSE (hereinafter referred to as a "License" or "LUL"), to obtain the following-described rights for a limited term in the following-described lands, subject to all of the terms and conditions hereof.

1. LEGAL DESCRIPTION

Tract(s) of land situated in Gallatin County, Montana, and being further described as follows:

Table with 5 columns: Description, Section, Township, Range, Acres. Row 1: W2SE4, SW4, Less Hwy Frontage & Less Acreage East of Mandeville Creek & Less 30.2 Classified Grazing Acres, 36, 1S, 5E, 60.75

2. FILING FEE

A fee of Twenty-five and No/100 Dollars (\$25.00) has been paid to the Licensor prior to issuance of this License.

3. RENTAL

Upon acceptance of this License, the Licensee agrees to pay a 25% Crop Share on all marketable commodities produced on this land by November 15 of each year. Should the License begin on a date other than March 1, the first year of this License shall begin on the date which the License is signed and executed to the last day of February, or the expiration date, whichever is sooner.

4. DURATION

This License shall take effect upon Department signature and remain in full force and effect up to and including February 29, 2024, unless terminated in accordance with Section 19 of this License.

5. LICENSED ACTIVITY

The purpose of this License is for Agricultural Cultivation of 60.75 acres in the W2SE, SW4, Less Hwy Frontage & Less Acreage East of Mandeville Creek & Less 30.2 Classified Grazing Acres.

6. RECLAMATION OF THE LAND

The Licensee shall take all reasonable precautions to prevent or minimize damage to natural (i.e., vegetation, soil, water, wildlife), and cultural resources within the License premises. Within thirty (30) days of the termination of this License by either party to this agreement, or final expiration of agreement, the Licensee shall reclaim the area to the specifications of the Licensor. Such reclamation shall include, but not be limited to, the elimination of all trace of disturbances, compaction, and resurfacing of any holes or terraces. Licensee shall reseed all disturbed areas with native species of grasses, unless other arrangements are agreed upon between the Licensor and the Licensee in writing. When any action requires disturbance, all soil materials shall be salvaged, safeguarded from loss due to wind or water erosion or machinery activity, and shall be replaced on all disturbed areas.

7. PERFORMANCE BOND

To secure performance of Licensee's reclamation obligation, Licensor may require a performance bond that shall remain in existence for the term of the License. Any performance bond required shall be submitted to the Licensor before conducting any disturbance on the land under this License. The bond requirement for this License is: NONE.

8. MAINTENANCE, IMPROVEMENTS, UTILITY INSTALLATION

- (a) The Licensee shall maintain the area within the License in a neat and orderly manner as reasonably determined by the Licensor and will not allow waste or debris to accumulate thereon.
- (b) The Licensee shall not construct any improvements upon the License Premises without first obtaining Licensor's permission to construct or install such improvements on the License Premises. Licensee is responsible for all cost incurred in the design, construction, operation, and maintenance of all improvements on this License.
- (c) The Licensee, at its sole cost and expense, shall be responsible for installing and paying all costs of any utilities if Licensee desires any such services. Notwithstanding the foregoing, the Licensee shall not enter into any contract or agreement with any city, county, or other governmental agency or body or public utility with reference to sewer lines or connections, water lines or connection, or street improvements relating to the License Premises, without the prior written consent of the Licensor, which consent shall not be unreasonably withheld.

9. PERSONAL PROPERTY AT EXPIRATION OR TERMINATION OF LICENSE

Any personal property or fixture placed on or in the licensed area by the licensee or their agents shall be removed immediately upon expiration or termination of the license. Any personal property or fixture left on the license after the expiration or termination of the license shall become the property of the state of Montana. The Department shall have the authority to use all or part of any performance bond issued for this license to fund reclamation and disposal of any property or fixture remaining on or in the licensed area. The department shall have the authority to otherwise dispose of any property or fixture remaining on the licensed area at the termination of the license. Licensee will not be entitled to any value received by the Department through disposal of any property or fixture remaining on the licensed area after expiration or termination. This subsection does not authorize placement of improvements or personal property upon the licensed area that were not otherwise authorized.

10. LIMITATION OF AUTHORITY

Other than for the purposes specifically described in this agreement, the Licensee agrees that it does not have, and shall not claim at any time, any interests or estate of any kind or extent whatsoever in the License Premise by virtue of this License or their occupancy or use hereunder in excess of the use granted by the License. The Licensor reserves all rights and interests to the License Premises other than those specifically granted by the License.

11. WEATHER CONDITIONS

The Licensor reserves the right to restrict or preclude any surface activity during periods of adverse weather and other conditions which may contribute to accelerated erosion, fire hazard, disruption of seasonal wildlife, or any other condition which in the opinion of the Department may have an adverse effect on Trust land.

12. NOXIOUS WEEDS

The Licensee shall be responsible for controlling any noxious weeds introduced by Licensee's activity on the License Premises or adjacent state-owned land. The Department of Natural Resources & Conservation Bozeman Unit that has jurisdiction for that locale must review the Licensee's methods of control. The Licensee shall comply with the Montana County Noxious Weed Management Act.

13. GENERAL LIABILITIES AND INDEMNITY

The Licensee agrees to assume responsibility for all claims and lawsuits, and shall be fully and completely liable to, and indemnify, defend and hold harmless, the Licensor from any and all damages, injury or death to persons and/or property that occur upon or about said land caused by or arising out of Licensee's use of the License Premises hereunder.

14. INSURANCE

The Licensor may require the Licensee to procure and maintain and keep in force a comprehensive or commercial general liability insurance covering claims arising out of the ownership, operation, maintenance, condition or use of the License Premises for personal and bodily injury and death, and damage to others' property. Any insurance required under this section shall name the Licensor as an additional insured in the policy(ies) providing such liability insurance, which shall include cross liability and severability of interests clauses. The Licensee shall provide certificates of insurance evidencing the policies obtained by Licensee. If the Licensee does not deliver the evidence required by the preceding sentence before taking possession of the License Premises, then Licensee will deliver the same within 30 days after taking possession of the License Premises. Thereafter, during the Term, within 30 days after the renewal date of each policy, the issuance of a new policy or on such other date as Licensor reasonably requires, Licensee will deliver a copy of the latest proof of insurance to Licensor. Each policy of insurance will require the issuer of the insurance policy to give Licensor 30 days' advance written notice of the termination or

modification of the policy. The minimum insurance requirement for this License for any one accident or occurrence as described above is: NONE REQUIRED.

15. PERMITS AND COMPLIANCE

Licensee is responsible for obtaining any additional permits or requirements from any other affected regulatory agency(ies).

The Licensee shall comply with all public laws, statutes, ordinances, and administrative rules which are applicable to its operations upon the above-described lands. In no event shall the Licensee conduct any activity, or allow any activity to be conducted, upon the above-described lands or within the Project which is: a nuisance or violates of public health, safety, or welfare.

16. INDEMNIFICATION FOR HAZARDOUS MATERIALS

The Licensee shall be fully and completely liable to, and indemnify, defend, and hold harmless, the Licensor for any and all damages and clean-up costs and penalties imposed by any governmental authority with respect to Licensee's use, disposal, transportation, generation, or sale of Hazardous Substances, in or about the above-described lands.

17. TAXES

The Licensee shall be solely responsible for all personal property taxes that accrue to personal property or real property taxes that accrue to any improvements owned by Licensee that are located on the above described lands.

18. RIGHT OF ENTRY

Representatives of the Licensor shall at all reasonable times have the right to enter into and upon the premises and all parts thereof for the purpose of managing the land and/or inspecting and examining uses thereof.

19. TERMINATION OF LAND USE LICENSE

The Licensor reserves the right to terminate the permission hereby granted at any time by giving the Licensee no less than thirty (30) days written notice of such termination, except that the Licensor may terminate the License and all permission granted herein immediately if Licensee fails to comply with, or abide by, each and all of the provisions hereof, or ceases to use the permission hereby granted. Licensee agrees to peaceably yield the License Premises upon termination subject only to its reclamation obligations.

20. SPECIAL STIPULATIONS

The Licensor reserves the right to impose special stipulations on license based on use, location, or other reasons. Special stipulations in addition to the terms above are:

AGRICULTURAL MANAGEMENT REQUIREMENTS

The licensee(s) in consideration of the license of the above-described lands and the mutual agreements contained in this License hereby agrees to pay the rentals as specified in the license and to perform all the conditions as specified in this license, the applicable rules and the applicable statutes.

The parties to this License mutually agree to the following terms and conditions:

1. ALL GRAZING RENTALS ARE DUE BY MARCH 1 EACH YEAR AND FAILURE TO PAY BY APRIL 1 AUTOMATICALLY CANCELS THE ENTIRE LICENSE. A NOTICE OF RENTAL DUE OR ANY OTHER CORRESPONDENCE OR NOTICE FROM THE LICENSOR WILL BE SENT TO THE ABOVE ADDRESS ONLY, UNLESS A CHANGE OF ADDRESS IS REQUESTED IN WRITING, SIGNED BY THE LICENSEE AND RECORDED BY THE LESSOR.
2. ALL AGRICULTURAL RENTALS ARE DUE ON NOVEMBER 15 OF THE YEAR IN WHICH CROPS OR HAY ARE HARVESTED. IF THE RENTAL IS NOT PAID BY DECEMBER 31 OF THE SAME YEAR, THE ENTIRE LICENSE IS CANCELED.
3. CONVERSION OF CLASSIFIED GRAZING LANDS TO CROPLAND WITHOUT PRIOR APPROVAL AS REQUIRED BY LAW SUBJECTS THIS ENTIRE LICENSE TO CANCELLATION.
4. SUBLEASING (allowing any other person and/or their livestock to utilize the State land) WITHOUT FILING A FORM AND RECEIVING APPROVAL FROM THE DEPARTMENT MAY SUBJECT THE LICENSE TO

CANCELLATION. SUBLEASING ON TERMS LESS ADVANTAGEOUS TO THE SUBLICENSEE THAN THE TERMS GIVEN BY THE STATE SHALL RESULT IN CANCELLATION.

(a) SUBLEASING FOR MORE THAN TWO YEARS WILL RESULT IN LOSS OF THE PREFERENCE RIGHT.

(b) SUBLEASING FOR MORE THAN THREE YEARS WILL RESULT IN THE LICENSE BEING CANCELED. (The department's rules and applicable statutes concerning subleasing and pasturing agreements should be consulted.)

5. REPORTS-- licensee is required to submit reports as requested by the Director, including seeding and production reports. Failure to submit such reports may result in cancellation of the license .
6. CULTIVATION--In the case of lands licensed for agricultural purposes, the licensee hereby agrees to seed and cultivate such land in a husbandman-like manner and to strip farm if the land is subject to soil blowing. The licensee further agrees to keep the land clear of weeds and care for it in accordance with approved farm methods as determined by the state. The state shall have the right to impose reasonable restrictions on all state Licenses as are necessary to adequately protect the land, water, air or improvements in the area. Grain crops are to be delivered free of charge to the nearest elevator to the credit of the state of Montana on or before the fifteenth of November of each year. Other crops, including hay, are to be disposed of at the going market price unless otherwise directed. If a licensee decides to graze the stubble of harvested crops or hayland or grazes unharvested crops for haylands, he must contact the Department regarding payment for such grazing in classified agricultural lands. The Department shall determine the number of animal unit months of grazing available on the land and shall bill the licensee or licensee for the grazing use based on the minimum grazing rental established under Section 77-6-507, MCA or the competitive bid amount, whichever is greater. Failure or refusal to pay said rental or to notify the department of such grazing may be cause for cancellation of the License.
7. FEDERAL FARM PROGRAM COMPLIANCE--If a licensee has his license canceled or terminated or for any reason is no longer the licensee or licensee, then he shall no longer be entitled to any payment or benefits from any federal farm program. If such a licensee or licensee does receive any such federal payment or benefit in connection with the state License or license he shall be liable to the state for any amounts received after he is no longer recognized as the licensee or licensee. The licensee or licensee of any state land shall comply with the provisions of the federal farm program when applicable and shall indemnify the state against any loss occasioned by noncompliance with such provisions. In addition to any rentals provided in the License or license, the state shall receive the same share as it receives for crops of all payments pursuant to any act or acts of the congress of the United States in connection with state lands under License or license and the crops thereof. The state shall be entitled to such amounts annually for all Licenses based upon a crop share, even if the License states that the rental is based upon a crop share/cash basis, whichever is greater. All such Licenses shall be considered crop share Licenses for the purpose of receiving the state's share of the federal farm payments.
8. IMPROVEMENTS--The licensee may place a reasonable amount of improvements upon the lands under this License upon approval of an improvement permit by the Department. A report of proposed improvements, containing such information as the Director may request concerning the cost of the improvements, their suitability for the uses ordinarily made of the land, and their character whether fixed or movable, shall be submitted to the Director before installation thereof on the premises. Failure to obtain approval prior to placement of the improvement may result in such improvements not being recognized by the Department for purposes of reimbursement of such improvements. In addition, placing improvements on state lands without receiving prior approval may result in cancellation of the license.
9. LIENS ON BUILDINGS AND CROPS--The state shall have a lien upon all buildings, structures, fences and all other improvements, whether movable or not, and also upon all crops growing upon the land for any rentals due the Department.
10. COMPENSATION FOR IMPROVEMENTS--(a)If the land under this License is sold or exchanged to a party other than the present licensee, or is licensed to another party while the present licensee owns improvements lawfully remaining thereon, on which the state has no lien for rentals or penalties, as herein provided, and which he desires to sell and dispose of, such purchaser or new licensee shall pay the former licensee the reasonable value of such improvements. If any of the improvements consist of approved breaking (meaning the original plowing of the land) and one year's crop has been raised on the land after the breaking thereof, the compensation for such breaking shall not exceed the sum of two dollars and fifty cents (\$2.50) per acre, and that in case two

or more crops have been raised on the land after the breaking thereof, the breaking shall not be considered as an improvement to the land. In case the former licensee and the new licensee or purchaser are unable to agree on the reasonable value of such improvements, such value shall be ascertained and fixed by three arbitrators, one of whom shall be appointed by the owner of the improvements, one by the new licensee or purchaser and the third by the two arbitrators so appointed. The former licensee must initiate arbitration within 60 days of notification from the Department that there is a new licensee or purchaser. Failure to initiate this process within this time period results in all improvements becoming property of the state. The reasonable compensation that such arbitrators may charge for their services shall be paid in equal shares by the owner of the improvements and the purchaser or new licensee. The value of such improvements as ascertained and fixed shall be binding upon both parties; provided, however, that if either party is dissatisfied with the valuation so fixed he may within ten (10) days appeal from their decision to the Director who shall thereupon cause his agent to examine such improvements and whose decision shall be final. The Director shall charge and collect the actual cost of such reexamination to the owner and new licensee or purchaser in such proportion as in his judgment may be demanded. (b) Upon the termination of a license, the Department may grant a license to the former licensee to remove the movable improvements from the land. Upon authorization, the movable improvements must be removed within 60 days or they become the property of the state unless the department for good cause grants additional time for the removal. The department shall charge the former licensee for the period of time that the improvements remain on the land after the termination of the License. (c) Summer following (necessary cultivation done after the last crop grown) seeding, and growing crops on the land, which have not been harvested prior to March 1 next succeeding the date of sale or at the time of change of licensee, shall be considered as improvements. Their value shall be determined in the same manner as other improvements and shall be taken over by the purchaser or new licensee and paid for by him as other improvements.

11. ASSIGNMENT OF LICENSE --If all rentals due have been paid and the terms of this license have not been violated, the License may be assigned on the forms provided for that purpose by the Director, but no such assignment shall be binding on the state unless the assignment is filed with the Director, approved by him, and the appropriate assignment fees submitted for such assignment. An assignment which is signed by both parties shall be conclusive proof that all payments for improvements have been paid to the assignor by the assignee. The license hold interest herein may only be transferred to any other party by a properly executed assignment which must be approved by the Director prior to such transfer becoming effective. Until an assignment becomes effective, the Department will consider the licensee listed above to be the licensee for all purposes. There may be no consideration given for the assignment of a License other than the value of the improvements, if any.
12. RENEWAL LICENSE --If all rentals due under this license have been paid, the licensee shall upon making proper application to the Director be entitled to have this License renewed at any time within thirty (30) days prior to its expiration for an additional period of not exceeding ten years; and if there is no other applicant then offering to License the land, the License shall be issued at the minimum rental as determined under statutes then in effect. If there are two or more persons desiring to License the same tract, the former licensee shall have the preference right to the License to the extent that he may take the License at the highest bid made by any other applicant. However, subleasing may cause loss of this renewal right. The department's rules concerning subleasing should be consulted. The licensee desiring to renew the License must make application to the Department prior to January 28 of the year of expiration. Failure to do so will result in the License becoming an unlicensed tract upon expiration, with the loss of the preference right and subject to competitive bidding.
13. CANCELLATION OF LICENSE BY THE STATE--The Director shall have the power and authority in his discretion to cancel a license for any of the following causes: For fraud or misrepresentation, or for concealment of facts relating to its issue, which if known would have prevented its issue in the form or to the party issued; for using the land for other purposes than those authorized by the License, for overgrazing or any other misuse of the state lands involved, and for any other cause which in the judgement of the Director makes the cancellation of the License necessary in order to do justice to all parties concerned, and to protect the interest of the state. Such cancellation shall not entitle the licensee to any refund of rentals paid or exemption from the payment of any rents, penalties or other compensation due the state. license cancellation for these causes is subject to appeal as provided in Section 77-6-211, MCA.
14. LANDS MAY BE SOLD--The Board of Land Commissioners may in their discretion exchange the lands under this License for other lands, offer the lands under this License for sale at any regular public sale of state lands held in the county where the land is situated upon the same terms and in the same manner as land not under License, subject, however, to the rights of the licensee to compensation for improvements as herein provided;

and subject also to the provision that the new owner will not be given possession by the state prior to March 1 next succeeding the date of exchange or sale unless the license expires prior to that date, except through special agreement with the licensee.

15. RESERVATION--The state reserves all rights and interests to the land under this license other than those specifically granted by this License. These reservations include but are not limited to the following:
 - (a) MINERAL AND TIMBER RESERVATION--All coal, oil, gas and other minerals and all deposits of stone, gravel, sand, gems, and other nonminerals valuable for building, mining or other commercial purposes and all timber and trees are excepted from the operation of this license. The licensee shall not open any mine or quarry or work or dig any of the minerals or nonminerals mentioned above from any mine or any quarry, pit or diggings situated on said land whether such mine, quarry, pit or diggings was open at the date of this license or not. The licensee shall not cut, sell, remove, use or destroy any such timber dead or alive, or standing or fallen trees without the appropriate permit, license or License.
 - (b) ADDITIONAL RESERVATIONS--The state reserves a right-of-way to the United States over the land above-described for ditches, canals, tunnels, telephone and telegraph, and power lines now constructed or to be constructed by the United States Government in furtherance of the reclamation of arid lands. The state also reserves the right of granting rights-of-way on the above-described land for other purposes. The state also reserves to itself and its representatives and other licensees or permittees the right to enter upon the lands embraced by this License for the purpose of prospecting and exploring for minerals and for the purpose of mining, drilling for, developing and removing such minerals and for carrying on all operations related thereto and for any other management or administrative purposes; it also reserves to itself and its permittees the right to enter upon the said lands for the purpose of cutting and removing timber, wood and other forest products, and for removing gravel, sand, building stone, and other nonminerals. The state reserves the right to grant licenses, permits or Licenses for any alternative uses on state lands.
16. NOXIOUS WEEDS AND PESTS--The licensee agrees, at his own expense and cost, to keep the land free from noxious weeds, and if noxious weeds are present, then chemical application or other appropriate weed control measures must occur in time to prevent seed-set according to state law and to exterminate pests to the extent as required by the Department. In the event the land described in this License shall be included in a weed control and weed seed extermination district, the licensee shall be required to comply with the provisions of Section 77-6-114, MCA, which provides as follows. "It shall be the duty of the Board in leasing any agricultural state land to provide in such License, that the licensee of lands so Licensed lying within the boundaries of any noxious weed control and weed seed extermination district shall assume and pay all assessments and taxes levied by the board of County Commissioners for such district on such state lands, and such assessments and tax levy shall be imposed on such licensee as a personal property tax and shall be collected by the County Treasurer in the same manner as regular personal property taxes are collected." Failure to comply with this provision when directed to do so by the Department may result in cancellation of the entire License.
17. FIRE PREVENTION AND SUPPRESSION--The licensee assumes all responsibility for carrying on at his own cost and expense all fire prevention and suppression work necessary or required to protect the forage, trees, buildings and structures on the land. The licensee is not responsible for the suppression of or damages resulting from a fire caused by a general recreational user. Except that he or she shall make reasonable efforts to suppress the fire or report it to the proper firefighting authority or both, as circumstances dictate.
18. UNLAWFUL USE OF LANDS OR PREMISES--If any part of the lands or premises under this License are used or allowed or permitted to be used for any purpose contrary to the laws of this state or the United States. Such unlawful use shall in the discretion of the Board of Land Commissioners constitute sufficient reason for the cancellation of the license. The licensee shall not utilize or allow to be utilized any state land under the License for purposes other than the purpose for which it is granted.
19. SURRENDER OF THE PREMISES UPON TERMINATION OF THE LICENSE--The licensee shall upon the expiration, cancellation, or termination of this license peaceably yield up and surrender the possession of the land to the state of Montana or its agents or to subsequent licensees or grantees.
20. INCREASED RENTAL--If the Montana Legislature or the Board of Land Commissioners raises the rentals on state grazing or agriculture lands during the term of this License, the licensee agrees to pay such increased rental for the years after such increase becomes effective. Also, the state reserves the right to determine the grazing

capacity of said lands annually or from time to time as the Director in his discretion shall determine necessary and increase or decrease the rental thereon accordingly. In the event the Director should increase or decrease the carrying capacity of said lands, the licensee agrees to pay an increased or decreased rental based upon the Director's determination, and to adjust livestock numbers accordingly.

- 21. INDEMNIFICATION--The licensee agrees to save harmless and indemnify the State of Montana for any losses to the state occasioned by the levy of any penalties. Fines, charges or assessments made against the above lands or crops grown upon the lands, by the U.S. Government because of any violation of or noncompliance with, any federal farm program or other acts by the licensee.
- 22. LAWS AND RULES--The licensee agrees to comply with all applicable laws and rules in effect at the date of this license, or which may, from time to time, be adopted.
- 23. MULTIPLE-USE MANAGEMENT--Pursuant to the obligations imposed by law, to administer state lands under a multiple-use management concept, the state reserves the right to dispose of any and all interests in the above-described land, subject, however to such interests granted to the licensee under the terms of this license. The licensee may not close the land under license at any time to the public for general recreational use," as defined in A.R.M. 36.25.145, without advanced written permission of the Department. Permission to close lands categorically closed under A.R.M. 36.25.150 is hereby granted and no further permission is required.
- 24. LICENSE WITHDRAWAL--All or any portion of the land under license may be withdrawn from this license by the state. The licensee shall be entitled to reasonable compensation for any improvements thereon. The lands may be withdrawn to promote the duties and responsibilities of the Board of Land Commissioners.

Dated this 7 day of March.

William J Tatarka
(Licensee/Authorized Agent)

William J Tatarka
(Printed Name and Title)

(Department of Natural Resources & Conservation Use Only)

APPROVAL OF LICENSE

Kelly Motichka

3/22/22
Date Approved

No. D-7715

RIGHT OF WAY DEED

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

To All To Whom These Presents Shall Come:

Know ye that the State of Montana, in consideration of the sum of

ONE THOUSAND SEVENTY-FIVE AND NO/100 Dollars

now paid, grants to THE MONTANA POWER COMPANY

a right of way for a ELECTRIC DISTRIBUTION LINE

upon and across state lands, as follows:

A tract or strip of land in the S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 36, Township 1 South, Range 5 East, Principal Meridian Montana, Gallatin County, Montana, more particularly described as follows:

A tract or strip of land 40 feet wide, 20 feet on each side of a centerline described as follows:
Beginning at a point on the South Boundary Line of Section 36, Township 1 South, Range 5 East, which point bears North 88° 19' 17" West 54.1 feet from the South One-quarter Corner of said Section 36 and being the true point of beginning; thence North 83° 24' 24" West 254.8 feet; thence North 84° 53' 18" West 332.5 feet; thence North 86° 13' 10" West 339.3 feet; thence North 87° 57' 42" West 3.0 feet to the Northeasterly right of way of Interstate 90; thence North 87° 57' 42" West 348.5 feet to the Southwesterly right of way of Interstate 90; thence North 87° 57' 42" West 2.3 feet; thence North 87° 42' 32" West 283.2 feet; thence North 88° 39' 05" West 299.8 feet; thence North 89° 30' 47" West 299.8 feet; thence South 89° 39' 24" West 300.3 feet; thence South 88° 52' 04" West 217.2 feet to the West Boundary Line of said Section 36 which point bears South 01° 20' 40" East 2622.33 feet from the West One-quarter Corner of said Section 36.

Total length of line crossing State of Montana land is 2680.7 feet and contains 2.41 acres, more or less.
This right of way is granted upon the express condition, which is accepted by the grantee, that the State and its lessees and purchasers shall have the right to use and fully enjoy the land hereby granted, except the part that is actually occupied by the poles and supports, to cultivate, seed and harvest the crops thereon; and that the grantee and its successors and assigns shall pay any and all damages which may result to the crops, fences and other property from the construction, maintenance, operation or removal of the said electric distribution line. The said damages if not mutually agreed upon shall be ascertained and determined by three disinterested persons, one of whom to be appointed by the purchaser or lessee of the land, heirs or assigns, one by the grantee herein, its successors or assigns, and the third by the two so appointed as aforesaid. The award of such three persons shall be final and conclusive.

It is also understood and agreed by and between the parties hereto that if any conflict should arise, this easement shall be inferior and subject to any easement heretofore or hereafter granted in the said lands for public highways.

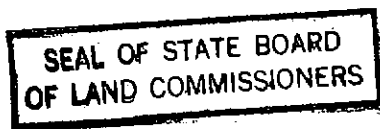
The grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, Part 4 MCA (Title 81, Chapter 25, R.C.M. 1947).

It is also agreed that the grantee will comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to insure that the environment will be adequately protected and the public health and safety not be endangered.

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It is further Provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the same shall revert to the state upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Commissioners of State Lands, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this -----EIGHTH----- day of -----DECEMBER----- A. D. 19_81--.



/s/ TED SCHWINDEN

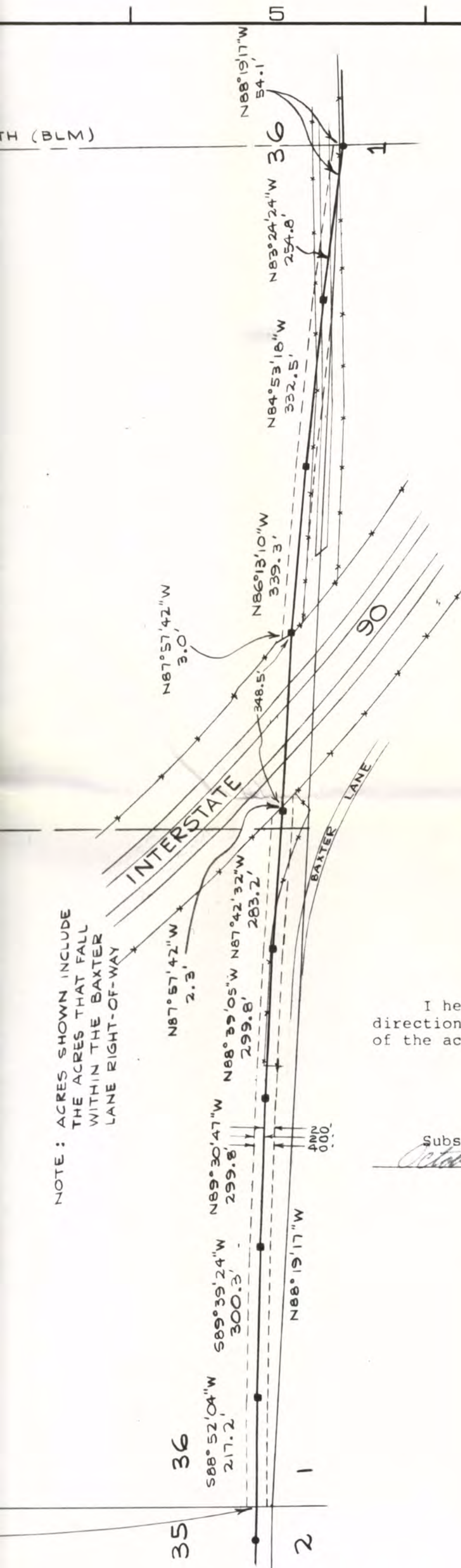
Governor of the State of Montana

ATTEST:
/s/ JIM WALTERMIRE

Secretary of State

Countersigned by
/s/ GARETH C. MOON

Commissioner of State Lands



NEW DRAWING
19-17117-44 10/15/81

0	EAB	321-378
CHANGED RIGHT-OF-WAY 19-17117-44		
1	DRN	EAB

Centerline Description

The electric transmission corridor for one or more electric transmission lines and one distribution line crossing State of Montana land in the S1/2, S1/2, SW1/4 of Section 36, T1S, R5E, PMM, Gallatin County, Montana, which is a 40 foot right-of-way being 20 feet on each side of the following described centerline:

Beginning at a point on the south boundary line of Section 36, T1S, R5E, which point bears N88°19'17"W 54.1 feet from the south 1/4 corner of said Section 36 and being the true point of beginning; Thence N83°24'24"W 254.8 feet; Thence N84°53'18"W 332.5 feet; Thence N86°13'10"W 339.3 feet; Thence N87°57'42"W 3.0 feet to the northeasterly right-of-way of Interstate 90; Thence N87°57'42"W 348.5 feet to the south-westerly right-of-way of Interstate 90; Thence N87°57'42"W 2.3 feet; Thence N87°42'32"W 283.2 feet; Thence N88°39'05"W 299.8 feet; Thence N89°30'47"W 299.8 feet; Thence S89°39'24"W 300.3 feet; Thence S88°52'04"W 217.2 feet to the west boundary line of said Section 36 which point bears S01°20'40"E 2622.33 feet from the west 1/4 corner of said Section 36.

Total length of line crossing State of Montana land is 2680.7 feet and contains 2.41 acres.

I hereby certify that this survey was made under my direction and that this plat is a true and correct protraction of the actual survey field notes.

William D. Johnson

Subscribed and sworn to before me this 16th day of October, 1981.

Bill Johnson
Notary Public for the State of Montana
Residing at Butte
My Commission Expires March 20, 1984

REFERENCE DRAWINGS	DRAWING NO.
DAN NESS	BILL JOHNSON
DRAWN	DESIGNED
	APPROVED



ELECTRIC TRANSMISSION
CORRIDOR FOR ONE OR MORE
ELECTRIC TRANSMISSION
LINES AND ONE DISTRIBUTION
LINE

Sch 11-04-64

No. D-5220

RIGHT OF WAY DEED

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

To All To Whom These Presents Shall Come:

7961

Know ye that the State of Montana, in consideration of the sum of-----
-----FIFTY AND NO/100----- Dollars
now paid, grants to ---THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY---
a right of way for a-----TELEPHONE AND TELEGRAPH LINE-----

upon and across state lands, as follows:

A tract or strip of land in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 36, Township 1 South, Range 5 East, Montana Principal Meridian, Gallatin County, Montana, more particularly described as follows:

A tract or strip of land 40 feet wide, 20 feet on each side of a center line described as follows:

Beginning at a point on the south line of Section 36, Township 1 South, Range 5 East of the Montana Principal Meridian, from which point the South one quarter corner of said Section 36 bears North 89° 54' East a distance of 827 feet, thence from said initial point North 54° 06' West a distance of 50 feet, thence South 89° 56' West a distance of 696 feet, thence South 55° 58' West a distance of 52.4 feet to point of egress, from which point of egress the South one quarter corner of said Section 36 bears North 89° 54' East a distance of 1606.9 feet, and containing in all .73 of an acre, more or less.

This right of way is granted upon the express condition, which is accepted by the grantee, that the State and its lessees and purchasers shall have the right to use and fully enjoy the land hereby granted, except the part that is actually occupied by the poles and supports, to cultivate, seed and harvest the crops thereon; and that the grantee and its successors and assigns shall pay any and all damages which may result to the crops, fences and other property from the construction, maintenance, operation or removal of the said telephone pole line. The said damages if not mutually agreed upon shall be ascertained and determined by three disinterested persons, one of whom to be appointed by the purchaser or lessee of the land, heirs or assigns, one by the grantee herein, its successors or assigns, and the third by the two so appointed as aforesaid. The award of such three persons shall be final and conclusive.

It is also understood and agreed by and between the parties hereto that if any conflict should arise, this easement shall be inferior and subject to any easement heretofore or hereafter granted in the said lands for public highways.

It is further Provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the same shall revert to the state upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Commissioners of State Lands and Investments, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this FOURTH day of NOVEMBER A. D. 1964.

TIM BABCOCK

Governor of the State of Montana

ATTEST:

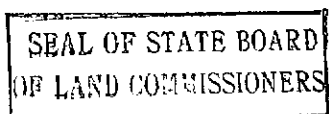
FRANK MURRAY

Secretary of State

Countersigned by

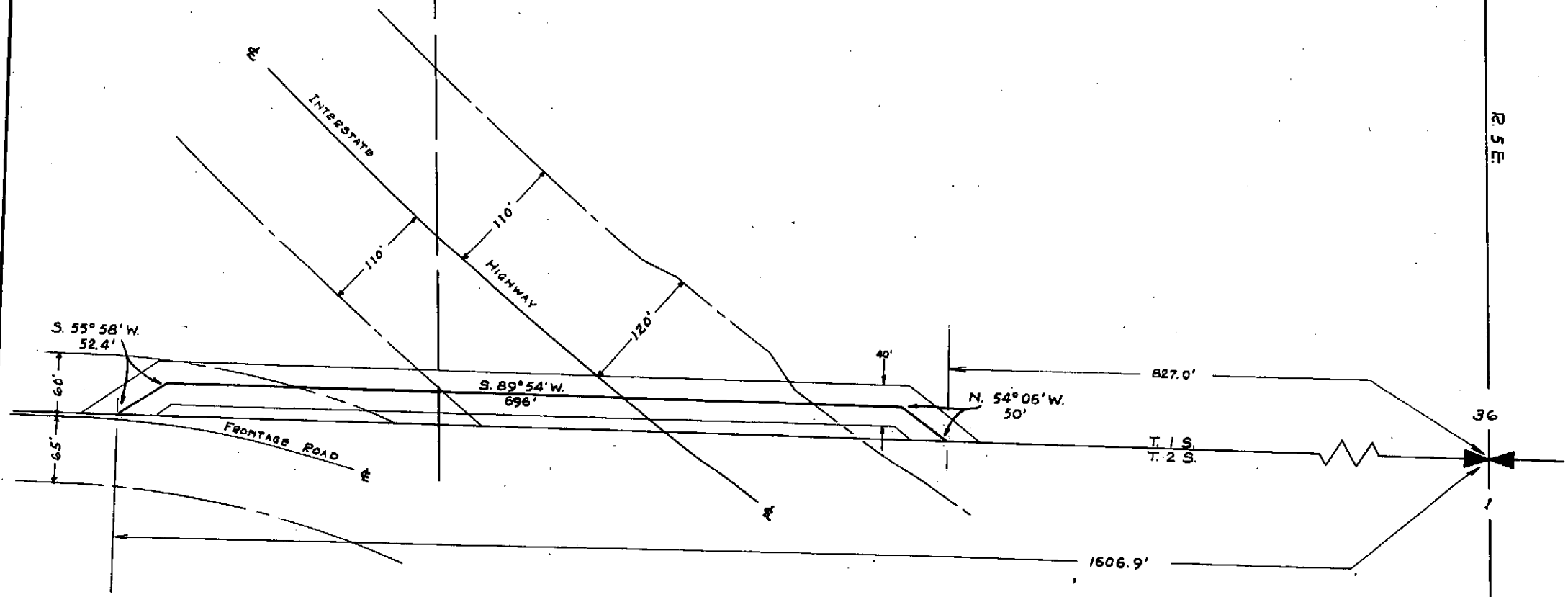
MONS. L. TEIGEN

Commissioner of State Lands and Investments



SW⁴SW¹
~~SW¹SE⁴~~
RIGHT OF WAY REQUIRED .28A
LAND REMAINING 39.72A

SE¹SW¹
~~SE¹SE⁴~~
RIGHT OF WAY REQUIRED .45A
LAND REMAINING 39.55A

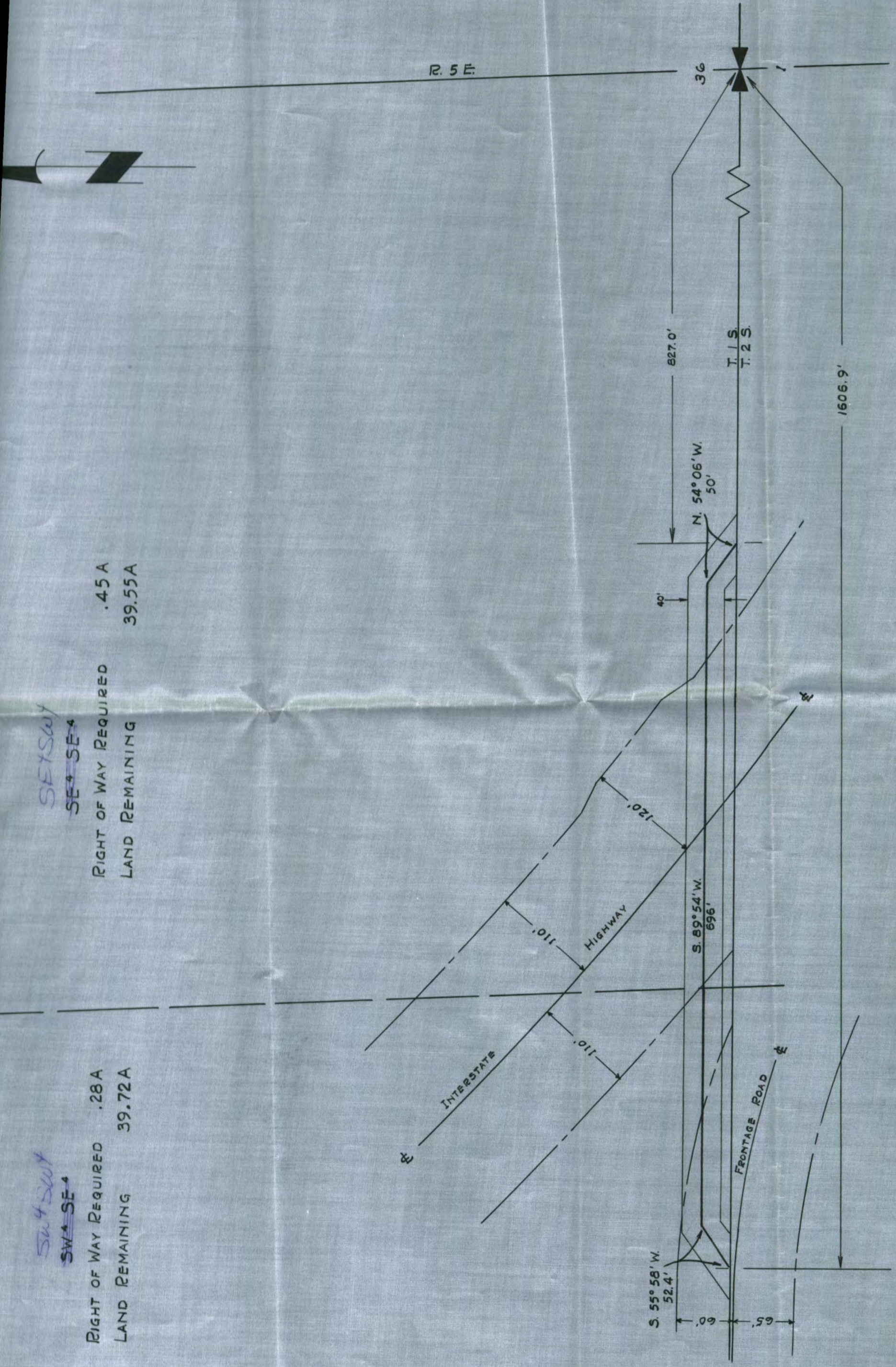


SW 4 SW 1/4
SW 4 SE 4

RIGHT OF WAY REQUIRED .28A
LAND REMAINING 39.72A

SE 1/4 SW 1/4
SE 4 SE 4

RIGHT OF WAY REQUIRED .45A
LAND REMAINING 39.55A



RIGHT OF WAY DEED

Jch
4-29-64
4940

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

To All To Whom These Presents Shall Come:

Know ye that the State of Montana, in consideration of the sum of ~~-----~~
~~ELEVEN THOUSAND TWO HUNDRED NINETY FIVE AND 88/100~~ ~~-----~~ Dollars
now paid, grants to ~~-----~~ STATE HIGHWAY COMMISSION OF MONTANA ~~-----~~
a right of way for a ~~-----~~ STATE HIGHWAY ~~-----~~

upon and across state lands, as follows:

A tract of land in W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 1 South, Range 5 East, Montana Principal Meridian, Gallatin County, Montana, more particularly described as follows:

All that land in the said W $\frac{1}{2}$ SW $\frac{1}{4}$ lying on the easterly side of a line which is parallel to and 110 feet distant westerly when measured at right angles from the following described center line: Beginning at Survey Station 1570+55.25 on the median center line of the Montana State Highway Project No. 1 IG 90-6(3)287, which said Survey Station 1570+55.25 is south 2627.6 feet, and east 101.8 feet, more or less, from the northwest corner of said Section 36; thence southerly along a curve to the left of 4297.50 feet radius, 28.5 feet; also a strip of land 220 feet wide being 110 feet wide on each side of the following described center line; thence continuing from the last described point southerly along the same curve to the left of 4297.50 feet radius, 3,016.2 feet to a point; also all that land in the said SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying on the southwesterly side of a line which is increasing in distance from 110 feet distant to 120 feet distant northeasterly when measured at right angles from the following described center line; thence continuing from the last described point southeasterly along the same curve to the left of 4297.5 feet radius, 40.0 feet to a point; also all that land in the said SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying on the southwesterly side of a line which is parallel to and 120 feet distant northeasterly when measured at right angles from the following described center line; thence continuing from the last described point southeasterly along the same curve to the left of 4297.50 feet, 120.0 feet to a point; also all that land in the said SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying on the southwesterly side of a line which is decreasing in distance from 120 feet distant to 110 feet distant northeasterly when measured at right angles from the following described center line; thence continuing from the last described point southeasterly along the same curve to the left of 4297.50 feet radius, 40.0 feet to a point; also all that land in the said SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying on the southwesterly side of a line which is parallel to and 110 feet distant northeasterly when measured at right angles from the following described center line; thence continuing from the last described point southeasterly along the same curve to the left of 4297.50 feet radius, 82.6 feet to Survey Station 1603+82.6 on the median center line of the said Montana State Highway Project, which said Survey Station 1603+82.6 is south 18.1 feet, and west 976.3 feet, more or less, from the south quarter corner of said Section 36; and containing in all 16.02 acres, more or less.

ALSO, the grantors hereby convey to the State of Montana all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between the above-described property and the remaining contiguous real property of the grantors.

Also a tract of land in the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 36, Township 1 South, Range 5 East, Montana Principal Meridian, Gallatin County, Montana, more particularly described as follows:

Commencing at a point on the south line of said Section 36, which said point is 110 feet distant southwesterly when measured at right angles from Survey Station 1601+00.0 on the median center line of the Montana State Highway Project No. 1 IG 90-6(3)287, which said Survey Station 1601+00.0 is north 171.6 feet, and west 1185.8 feet, more or less, from the south quarter corner of said Section 36; thence westerly along said south line, 55.0 feet, more or less, to a point which is 60 feet distant northeasterly when measured at right angles from Survey Station 10+50.0 on the Frontage Road being built in conjunction with the said Montana State Highway Project, which said point is the true point of beginning of this description; thence continuing westerly along said south line, 528.5 feet, more or less; thence North 4° 25' 06" East, 67.0 feet, more or less, to a point which is 60 feet distant northwesterly when measured at right angles from Survey Station 5+40.0 on the center line of said Frontage Road; thence South 85° 34' 54" East, parallel to the center line of said Frontage Road, 198.7 feet; thence southeasterly along a curve to the right of 878.57 feet radius, 334.1 feet, more or less, to the said point of beginning, and containing in all 0.65 of an acre, more or less.

It is expressly intended and agreed that these covenants, burdens and restrictions shall run with the land and shall forever bind the grantors, their heirs, successors and assigns.

No. D-3492

RIGHT OF WAY DEED

lch
1-27-54
6265

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

To All To Whom These Presents Shall Come:

Know ye that the State of Montana, in consideration of the sum of

ONE HUNDRED FIFTY AND NO/100 Dollars

now paid, grants to YELLOWSTONE PIPE LINE COMPANY, A CORPORATION

Ponca City, Oklahoma

a right of way for a TEN INCH STEEL PIPE LINE

upon and across state lands, as follows:

A tract or strip of land 40 feet wide, 20 feet on each side of a center line, over and across $\frac{1}{2}$ N $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{2}$ NW $\frac{1}{2}$, NE $\frac{1}{2}$ SW $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{2}$, SE $\frac{1}{2}$ SE $\frac{1}{2}$, Section 36, Township 1 South, Range 5 East, Gallatin County, Montana, the centerline of which is more particularly described as follows; to -wit:

Commencing at a point in the north line of said Section 36, 300 feet east of the section corner common to Sections 25, 26, 35, and 36, and running thence South 160°15' East, 1186 feet to a point; thence South 50°45' East, 2502 feet to a point on the east-west quarter section line of said Section 36, said point bearing North 88°23' West, 62 feet from the center of said Section 36; thence continuing on the same bearing South 50°45' East, 92 feet to a point on the north-south quarter section line, said point bearing South 1°37' West, 59 feet from the center of said Section 36; thence continuing on the same bearing South 50°45' East, 1635 feet to a point; thence South 67°13' East, 876 feet to a point; thence South 36°13' East, 1199 feet to a point on the east section line, said point being 487 feet north of the southeast corner of said Section 36. Said strip of land being all in Section 36, Township 1 South, Range 5 East, Gallatin County, Montana, and containing 6.86 acres, more or less.

The grantee herein specifically agrees that the said pipe line shall be buried below plow depth so as not to interfere with the use and cultivation of the land. It is also understood and agreed that the State and its lessees and purchasers shall have the right to occupy, use and fully enjoy the surface of the right of way hereby granted, to seed, cultivate and harvest crops thereon; and that the said grantee and its successors and assigns shall pay any damages which may result to the crops, fences and other property or interests of the lessees and purchasers from the State by reason of the laying, maintaining, operating, or removing of the said pipe line, and that the amount of such damages if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one of whom shall be appointed by the lessee or purchaser of the land, his heirs or assigns, one by the grantee herein, its successors or assigns, and the third by the two so appointed. The award of such three persons shall be final and conclusive on both parties.

It is also understood and agreed by and between the parties hereto that if any conflict should arise, this easement shall be inferior and subject to any easement heretofore or hereafter granted in the said lands for public highways.

It is further Provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the same shall revert to the state upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Commissioner of State Lands and Investments, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this - - - - TWENTY-SEVENTH - - - - - day of - - - - - JANUARY - - - - - A. D. 19 54.

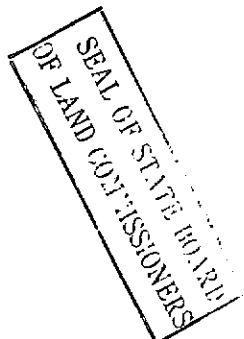
J. Hugo Aronson
Governor of the State of Montana

ATTEST:

Sam W. Mitchell
Secretary of State

Countersigned by

Lou E. Bretzke
Commissioner of State Lands and Investments



214+37 Sec. Line N89°40'W

300'

73°25'

S 16°15' E
1186'

NW 1/4 NW 1/4
Total A. = 40.00
Pipeline A. = 1.35
Remaining = 38.65

U.S. Highway Northern
10 R/W

SW 1/4 NW 1/4
Total Acreage = 40.00
Pipeline Acreage = .49
Remaining A. = 39.51

SE 1/4 NW 1/4
Total Acreage = 40.00
Pipeline Acreage = 1.50
Remaining = 38.50

S 50°45' E
4229'

36

Pacific

251+33 1/4 Sec. Line N 88°25' W

62'

59'

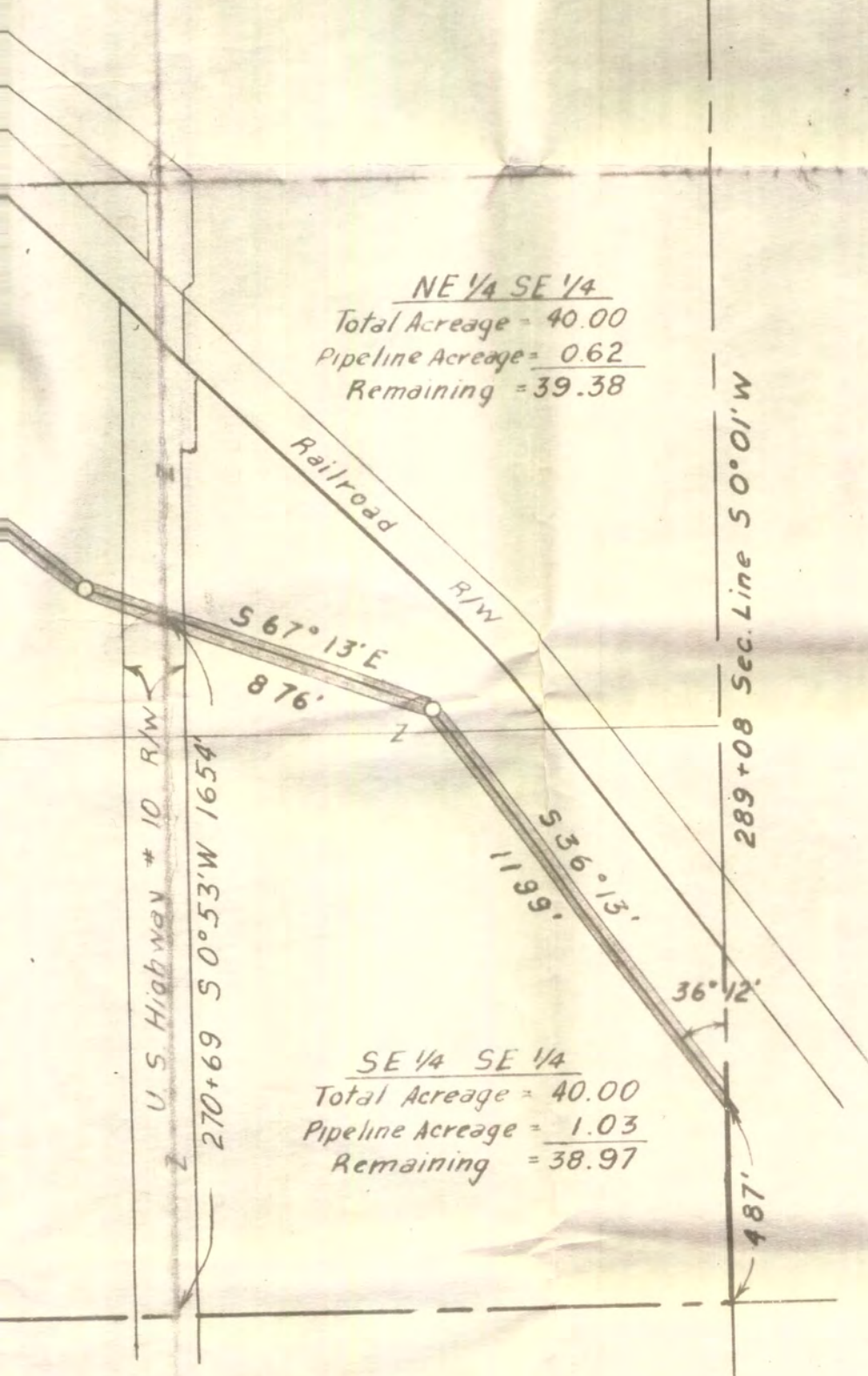
NE 1/4 SW 1/4
Total Acreage = 40.00
Pipeline Acreage = .09
Remaining = 39.91

NW 1/4 SE 1/4
Total Acreage = 40.00
Pipeline Acreage = 1.70
Remaining = 38.30

STATE LAND
ALL OF SECTION 36 LYING SOUTH
OF NORTHERN PACIFIC RAILROAD R/W
T-1-S R-5-E
GALLATIN COUNTY, MONTANA

251+33 1/4 Sec. Line S 1°37' W

40'



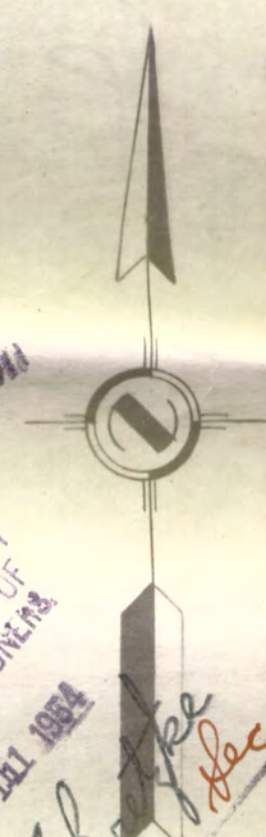
NE 1/4 SE 1/4
 Total Acreage = 40.00
 Pipeline Acreage = 0.62
 Remaining = 39.38

SE 1/4 SE 1/4
 Total Acreage = 40.00
 Pipeline Acreage = 1.03
 Remaining = 38.97

Right of way Application
 No. 4207

ALLOWED AND GRANTED BY
 THE STATE BOARD OF
 LAND COMMISSIONERS
 JAN 14 1954

R. J. Hale
 Sec.



SCALE 1" = 400'



I, R. J. Hale, certify that I am a Civil Engineer registered in the State of Montana (Registration No. 2ES) and that the annexed plat is a true representation of a survey made under my supervision during the month of December 1953.

Subscribed and sworn to before me this 14 day of December, 1953.

Gaylord James
 Gaylord James
 Notary Public for
 State of Montana,
 residing at Billings,
 Montana. My commission expires
 April 30, 1956.

27426

YELLOWSTONE PIPE LINE COMPANY SPOKANE, WASHINGTON	
STATE LAND	
ALL OF SECTION 36 LYING SOUTH OF NORTHERN PACIFIC RAILROAD R/W	
T-1-5	R-5-E
GALLATIN CO., MONTANA	
Scale: 1" = 400'	Issue:
Approved:	D W R. A. HASS
DATE: 12-10-53	No

No. D-3167

sch
4-12-50
7546

RIGHT OF WAY DEED

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

To All To Whom These Presents Shall Come:

Know ye that the State of Montana, in consideration of the sum of - - - - -
- - - - - ONE HUNDRED TWENTY-FIVE AND NO/100 - - - - - Dollars
now paid, grants to - - - - - THE MONTANA POWER COMPANY, A CORPORATION - - - - -
a right of way for a - - - - - GAS PIPE LINE - - - - -

upon and across state lands, as follows:

A tract or strip of land 40 feet wide, being 20 feet on each side of a center line described as follows: Beginning at a point on the West line of Section 36, Township 1 South, Range 5 East, Montana Principal Meridian, from which point the Northwest corner of said Section 36, bears North 1410 feet; thence from said point of beginning South 58°16' East a distance of 2335 feet to a point on the East and West midsection line of said Section 36, and containing 2.14 acres, more or less.

A tract or strip of land 40 feet wide, being 20 feet on each side of a center line described as follows: Beginning at a point on the East and West midsection lines of Section 36, Township 1 South, Range 5 East, Montana Principal Meridian; thence from said point of beginning South 58°16' East, 2024 feet thence South 69°58' East 1020 feet; thence North 70°14' East, 180 feet, thence South 67°50' East 450 feet to a point on the East line of Section 36, from which point the Southeast corner of said Section 36 bears South 1130 feet, and containing 3.37 acres, more or less.

The grantee herein specifically agrees that the said pipe line shall be buried below plow depth so as not to interfere with the use and cultivation of the land. It is also understood and agreed that the State and its lessees and purchasers shall have the right to occupy, use and fully enjoy the surface of the right of way hereby granted, to seed, cultivate and harvest crops thereon; and that the said grantee and its successors and assigns shall pay any damages which may result to the crops, fences and other property or interests of the lessees and purchasers from the State by reason of the laying, maintaining, operating or removing of the said pipe line, and that the amount of such damages if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one of whom shall be appointed by the lessee or purchaser of the land, his heirs or assigns, one by the grantee herein, its successors or assigns, and the third by the two so appointed. The award of such three persons shall be final and conclusive on both parties.

It is also understood and agreed by and between the parties hereto that if any conflict should arise, this easement shall be inferior and subject to any easement heretofore or hereafter granted in the said lands for public highways.

It is further Provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the same shall revert to the state upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Commissioner of State Lands and Investments, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this ~~TWELFTH~~ day of ~~-----~~ APRIL ~~-----~~ A. D. 19 ~~-----~~ 50.

John W. Bonner

Governor of the State of Montana

ATTEST:

Sam W. Mitchell

By Clifford L. Walker

Secretary of State

Countersigned by

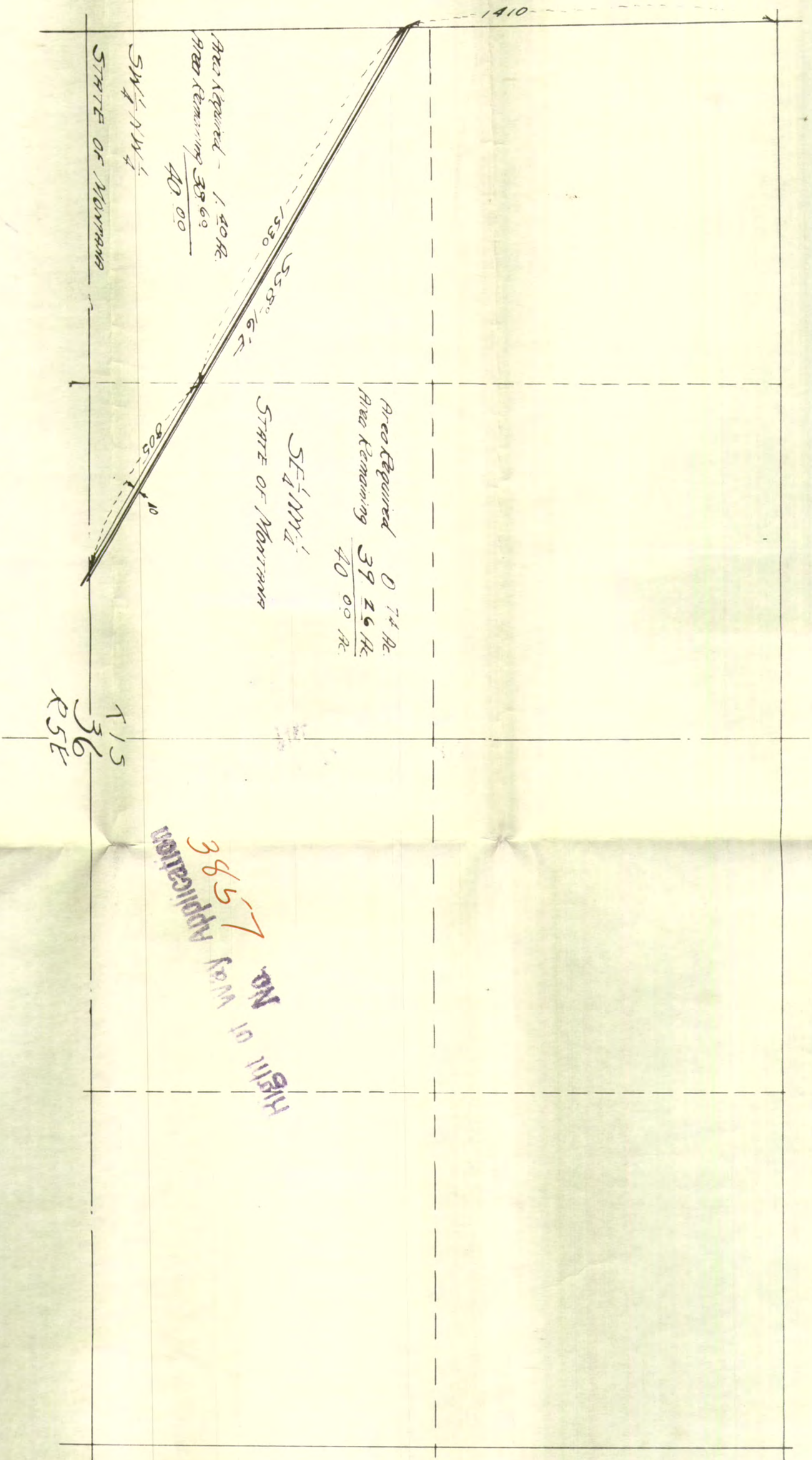
Deputy

W. P. Pilgeram

Commissioner of State Lands and Investments

SEAL OF STATE BOARD
OF LAND COMMISSIONERS





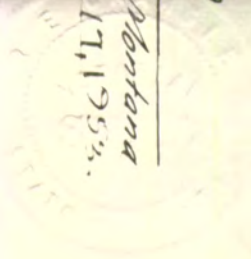
Right of Way
No. 3857
Application

I, S.R. Kamba, hereby certify that this survey was made under my direction, and that this map is a true and correct copy of the original field notes.

S.R. Kamba
ENGINEER

Subscribed and sworn to before me this 15th day of February, 1950

W. D. ...
Notary Public for State of Montana
My Commission Expires Jan 17, 1953.



12" 00. Natural Gas
Transmission Line
NW 1/4 Section 36
T1S - R5E

THE MONTANA POWER
BUTTE, MONTANA

SCALE 1" = 100' DATE 2-13
DRAWN BY D.E.H. NO. 14530

Right of Way Application No. 18352
Affecting four 30-foot strips through
NW4SW4 and SW4SW4 and a 30-foot strip
through W2SW4, Sec. 36, Twp. 1S, Rge.
5E, Gallatin County, Montana

EASEMENT NO. D-17003

RIGHT OF WAY GRANT

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of the sum of Twenty-One Thousand Six Hundred Sixty and No/100 Dollars (\$21,660.00), now paid, grants to NorthWestern Energy (hereinafter referred to as "Grantee") a right of way upon and across State lands for four buried 12.47 kV electric distribution lines and one overhead 12.47 kV electric distribution line, as follows:

Three 30-foot strips through NW4SW4; one 30-foot strip through SW4SW4; and one 30-foot strip through the W2SW4, Section 36, Township 1 South, Range 5 East, Principal Meridian Montana, Gallatin County, Montana, as shown and depicted on the Exhibit attached hereto and made a part hereof and containing 1.90 acres, more or less.

The grant of this easement is subject to the following conditions:

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, MCA. In particular, Sections 22-3 and parts 4 and 8.

It is also agreed that the Grantee shall comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to insure that the environment will be adequately protected and the public health and safety not be endangered.

The Grantee shall be responsible for controlling any noxious weeds introduced by Grantee's activity on state-owned land. The Grantee's methods of control must be reviewed by the Grantor's Area Field Office that has jurisdiction for that locale.

The Grantee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 MCA et. seq., as follows:

The Grantee shall notify the local weed board that is responsible for that geographical area that the project is located in. If the Grantee disturbs vegetation for any reason, Grantee shall be required to revegetate the disturbed area. The Grantee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding; fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board.

The Grantee herein specifically agrees that the said electric distribution lines shall be buried below plow depth so as not to interfere with the use and cultivation of the land. It is also understood and agreed that the State and its lessees and purchasers shall have the right to occupy, use and fully enjoy the surface of the right of way hereby granted, to seed, cultivate and harvest crops thereon; and that the said Grantee and its successors and assigns shall pay any damages which may result to the crops, fences and other property or interests of the lessees and purchasers from the State by reason of the laying, maintaining, operating or removing of the said electric distribution lines, and that the amount of such damages if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one of whom shall be appointed by the lessee or purchaser of the land, his heirs or assigns, one by the Grantee herein, its successors or assigns, and the third by the two so appointed. The award of such three persons shall be final and conclusive on both parties; and that the State and its lessees and/or purchasers will not be liable for any damages to the above mentioned electric distribution lines resulting from the occupancy, use and enjoyment of the surface of the right of way hereby granted.

This right of way is granted upon the express condition, which is accepted by the grantee, that the State and its lessees and purchasers shall have the right to use and fully enjoy the land hereby granted, except the part that is actually occupied by the poles and supports, to cultivate, seed and harvest the crops thereon; and that the grantee and its successors and assigns shall pay any and all damage which may result to the crops, fences and other property from the construction, maintenance, operation or removal of the said reconstructed overhead powerline. The said damages if not mutually agreed upon shall be ascertained and determined by three disinterested persons, one of whom to be appointed by the purchaser or lessee of the land, heirs or assigns, one by the grantee herein, its successors or assigns, and the third by the two so appointed as aforesaid. The award of such three persons shall be final and conclusive.

Provided, reconstruction lines should be designed to prevent possible electrocution of peregrine falcons, bald eagles, and other raptors. Reconstruction of existing lines should assure that clearances between conductors, and conductors and ground wire, are sufficient to preclude raptor electrocutions. The recommendation is that power pole construction shall be designed as instructed in "Reducing Avian Collisions with Power Lines: The State of the Art in 2012" (Avian Powerline Interaction Committee, 2012). A copy of this report can be obtained by contacting the Edison Electric Institute at telephone number 1-800-334-5453 and requesting Item No. 06-94-93.

It is further agreed by the Grantee that Grantee shall backfill, grade, and revegetate all disturbed areas to the satisfaction of the State. If the first seeding of compatible grass species does not germinate to the satisfaction of the Department, the Grantee may be required to reseed in those areas open to erosion and weeds. Upon termination of this easement, Grantee shall reclaim the entire area in accordance with this paragraph.

Provided, further, that the right of way deed granted herein shall be assignable by Grantee only with the written approval of the Director, Department of Natural Resources and Conservation.

Provided, further, that permission must be obtained in writing, from the Director, Department of Natural Resources and Conservation, prior to the construction of any improvements on the right of way herein granted.

Provided, however, that the right of way granted herein is not exclusive and does not interfere with the Grantor and its successor, assigns or purchasers of State products or other parties authorized to use State land, in their right, at all times to go upon, cross and re-cross the land covered by said right of way, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to Grantee.

Provided, that Grantor may terminate this right of way for a material breach of any of the conditions or provisions of this deed.

Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the right of way shall terminate upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this 4 day of September A.D. 2019.



[Signature]
.....
Governor of the State of Montana

ATTEST:

[Signature] deputy
Secretary of State

Countersigned by:

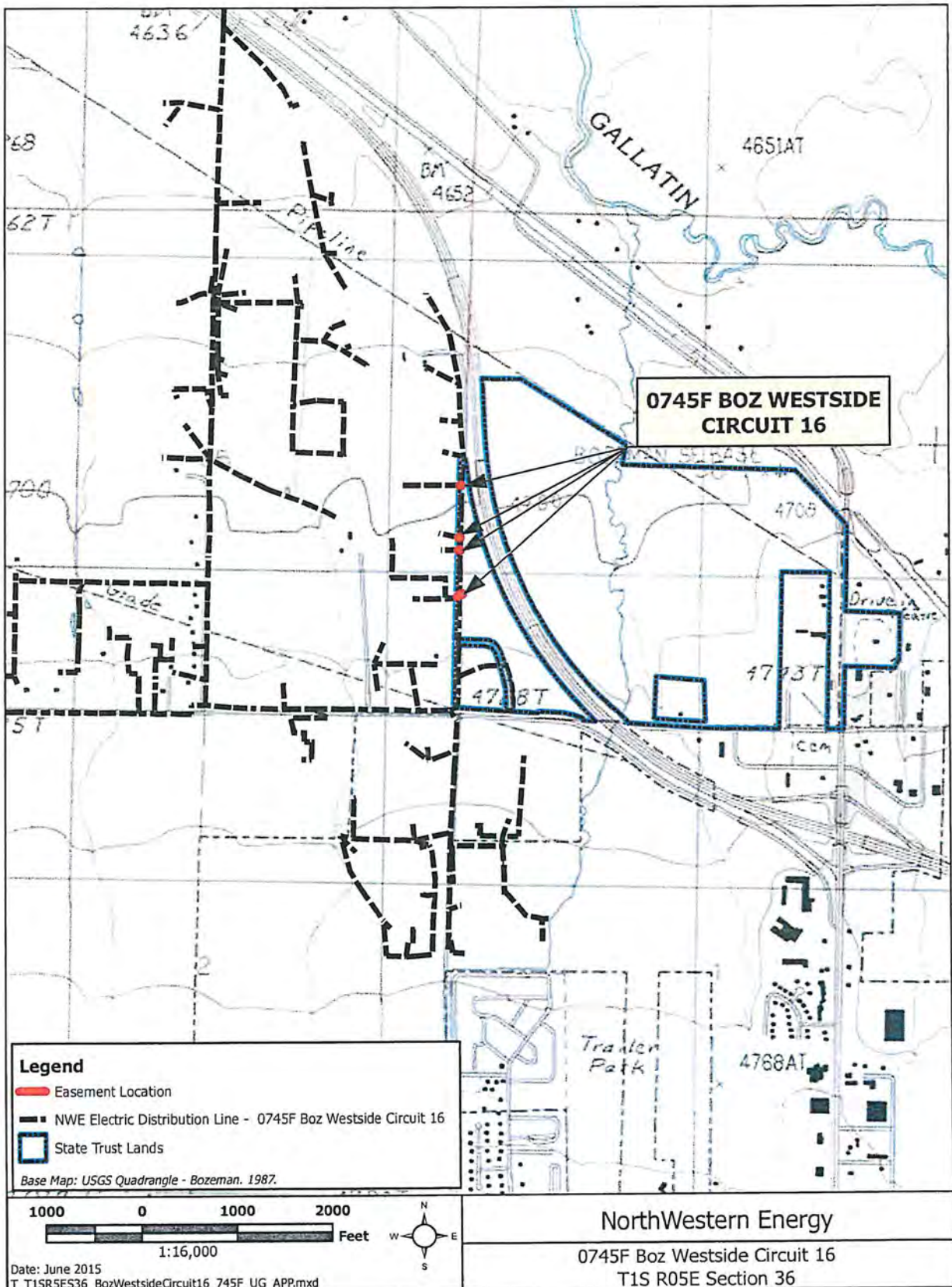


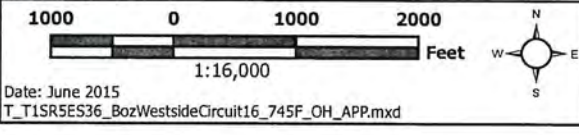
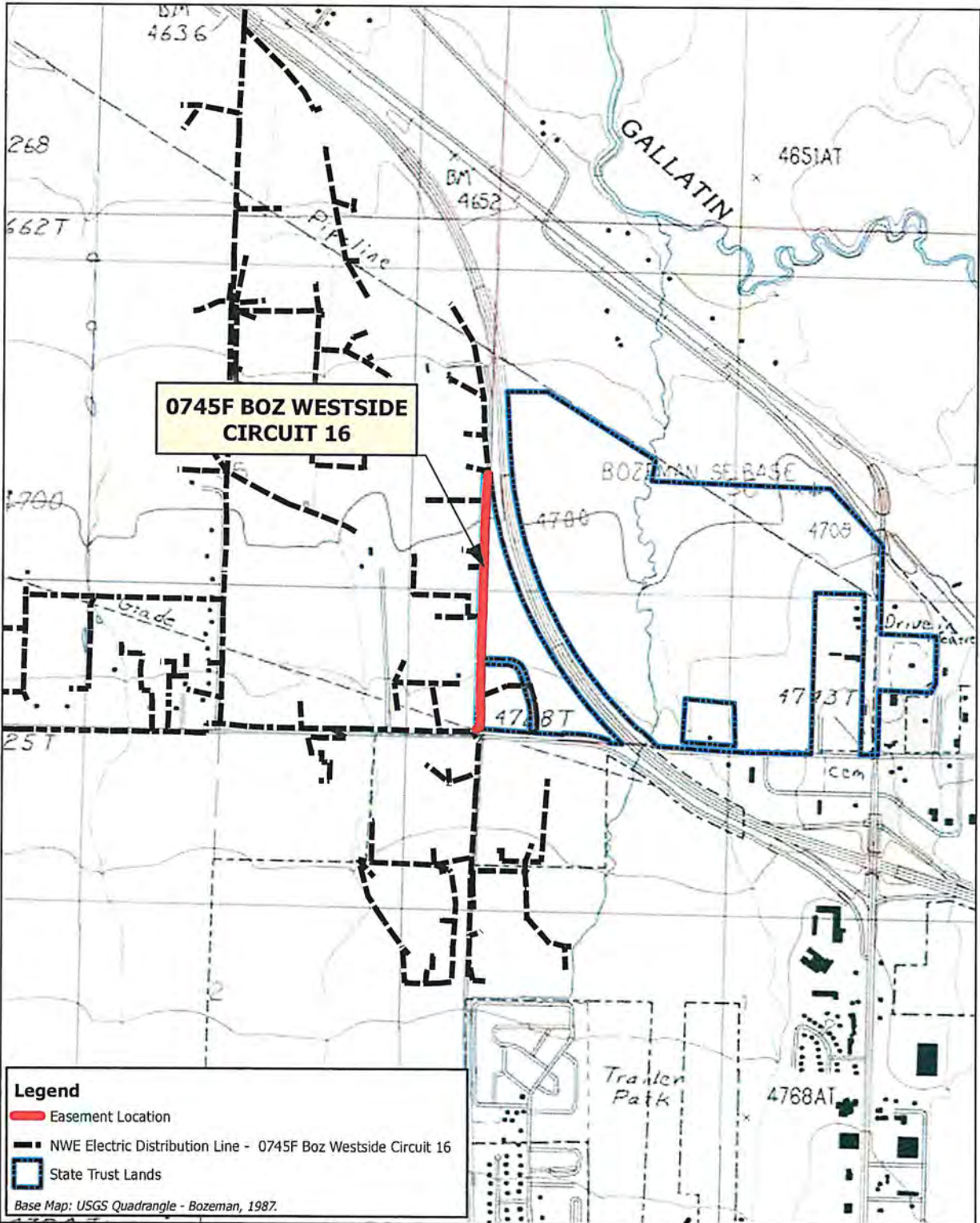
[Signature]
.....
Director, Department of Natural Resources and Conservation

Accepted and Approved:

[Signature]
.....
Rose Shea
Sr. Permit Specialist &
Authorized Agent For.....
Northwestern Applicant

ROSE SHEA
.....
Printed Name





Date: June 2015
T_T1SR5ES36_BozWestsideCircuit16_745F_OH_APP.mxd

NorthWestern Energy
0745F Boz Westside Circuit 16
T1S R05E Section 36

Right of Way Application No. 18350
Affecting a 30-foot strip through
NW4SE4; 30-foot strip through SE4SE4;
30-foot strip through SE4SW4, SE4SE4
and a 30-foot strip through SW4SE4,
Sec. 36, Twp. 1S, Rge. 5E,
Gallatin County, Montana

EASEMENT NO. D-17002

RIGHT OF WAY GRANT

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of the sum of Twenty Thousand Nine Hundred Seventy-Six and No/100 Dollars (\$20,976.00), now paid, grants to NorthWestern Energy (hereinafter referred to as "Grantee") a right of way upon and across State lands for three overhead and one buried 12.47 kV electric distribution line, as follows:

A 30-foot strip through NW4SE4; 30-foot strip through SE4SE4; 30-foot strip through SE4SW4, SE4SE4 and a 30-foot strip through SW4SE4, Section 36, Township 1 South, Range 5 East, Principal Meridian Montana, Gallatin County, Montana, as shown and depicted on the Exhibit attached hereto and made a part hereof and containing 1.84 acres, more or less.

The grant of this easement is subject to the following conditions:

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, MCA. In particular, Sections 22-3, Parts 4 and 8.

It is also agreed that the Grantee shall comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to insure that the environment will be adequately protected and the public health and safety not be endangered.

The Grantee shall be responsible for controlling any noxious weeds introduced by Grantee's activity on state-owned land. The Grantee's methods of control must be reviewed by the Grantor's Area Field Office that has jurisdiction for that locale.

The Grantee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 MCA et.seq., as follows:

The Grantee shall notify the local weed board that is responsible for that geographical area that the project is located in. If the Grantee disturbs vegetation for any reason, Grantee shall be required to revegetate the disturbed area. The Grantee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding; fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is

subject to approval by the local weed board, and therefore must be signed by the chairman of the board.

This right of way is granted upon the express condition, which is accepted by the grantee, that the State and its lessees and purchasers shall have the right to use and fully enjoy the land hereby granted, except the part that is actually occupied by the poles and supports, to cultivate, seed and harvest the crops thereon; and that the grantee and its successors and assigns shall pay any and all damage which may result to the crops, fences and other property from the construction, maintenance, operation or removal of the said reconstructed overhead powerline. The said damages if not mutually agreed upon shall be ascertained and determined by three disinterested persons, one of whom to be appointed by the purchaser or lessee of the land, heirs or assigns, one by the grantee herein, its successors or assigns, and the third by the two so appointed as aforesaid. The award of such three persons shall be final and conclusive.

Provided, reconstruction lines should be designed to prevent possible electrocution of peregrine falcons, bald eagles, and other raptors. Reconstruction of existing lines should assure that clearances between conductors, and conductors and ground wire, are sufficient to preclude raptor electrocutions. The recommendation is that power pole construction shall be designed as instructed in "Reducing Avian Collisions with Power Lines: The State of the Art in 2012" (Avian Powerline Interaction Committee, 2012). A copy of this report can be obtained by contacting the Edison Electric Institute at telephone number 1-800-334-5453 and requesting Item No. 06-94-93.

The Grantee herein specifically agrees that the said electrical distribution line located in the SW4SE4 shall be buried below plow depth so as not to interfere with the use and cultivation of the land. It is also understood and agreed that the State and its lessees and purchasers shall have the right to occupy, use and fully enjoy the surface of the right of way hereby granted, to seed, cultivate and harvest crops thereon; and that the said Grantee and its successors and assigns shall pay any damages which may result to the crops, fences and other property or interests of the lessees and purchasers from the State by reason of the laying, maintaining, operating or removing of the said electrical distribution line, and that the amount of such damages if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one of whom shall be appointed by the lessee or purchaser of the land, his heirs or assigns, one by the Grantee herein, its successors or assigns, and the third by the two so appointed. The award of such three persons shall be final and conclusive on both parties; and that the State and its lessees and/or purchasers will not be liable for any damages to the above mentioned electrical distribution line resulting from the occupancy, use and enjoyment of the surface of the right of way hereby granted.

It is further agreed by the Grantee that Grantee shall backfill, grade, and revegetate all disturbed areas to the satisfaction of the State. If the first seeding of compatible grass species does not germinate to the satisfaction of the Department, the Grantee may be required to reseed in those areas open to erosion and weeds. Upon termination of this easement, Grantee shall reclaim the entire area in accordance with this paragraph.

Provided, further, that the right of way granted herein shall be assignable by Grantee only with the written approval of the Director, Department of Natural Resources and Conservation.

Provided, further, that permission must be obtained in writing, from the Director, Department of Natural Resources and Conservation, prior to the construction of any improvements on the right of way herein granted.

Provided, however, that the right of way granted herein is not exclusive and does not interfere with the Grantor and its successor, assigns or purchasers of State products or other parties authorized to use State land, in their right, at all times to go upon, cross and recross the land covered by said right of way, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to Grantee.

Provided, that Grantor may terminate this right of way for a material breach of any of the conditions or provisions of this deed. Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the right of way shall terminate upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this 4 day of September A.D. 2019.



A handwritten signature in blue ink, appearing to be "Steve Bullock", written over a dotted line.

Governor of the State of Montana

ATTEST:

A handwritten signature in blue ink, appearing to be "Covey Starkenton", written over a dotted line.

Secretary of State *deputy*

Countersigned by:

A handwritten signature in blue ink, appearing to be "John B. ...", written over a dotted line.

Director, Department of Natural Resources and Conservation

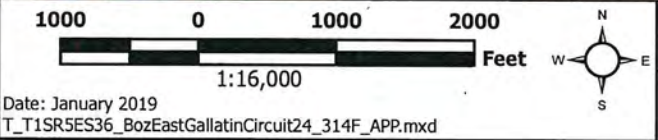
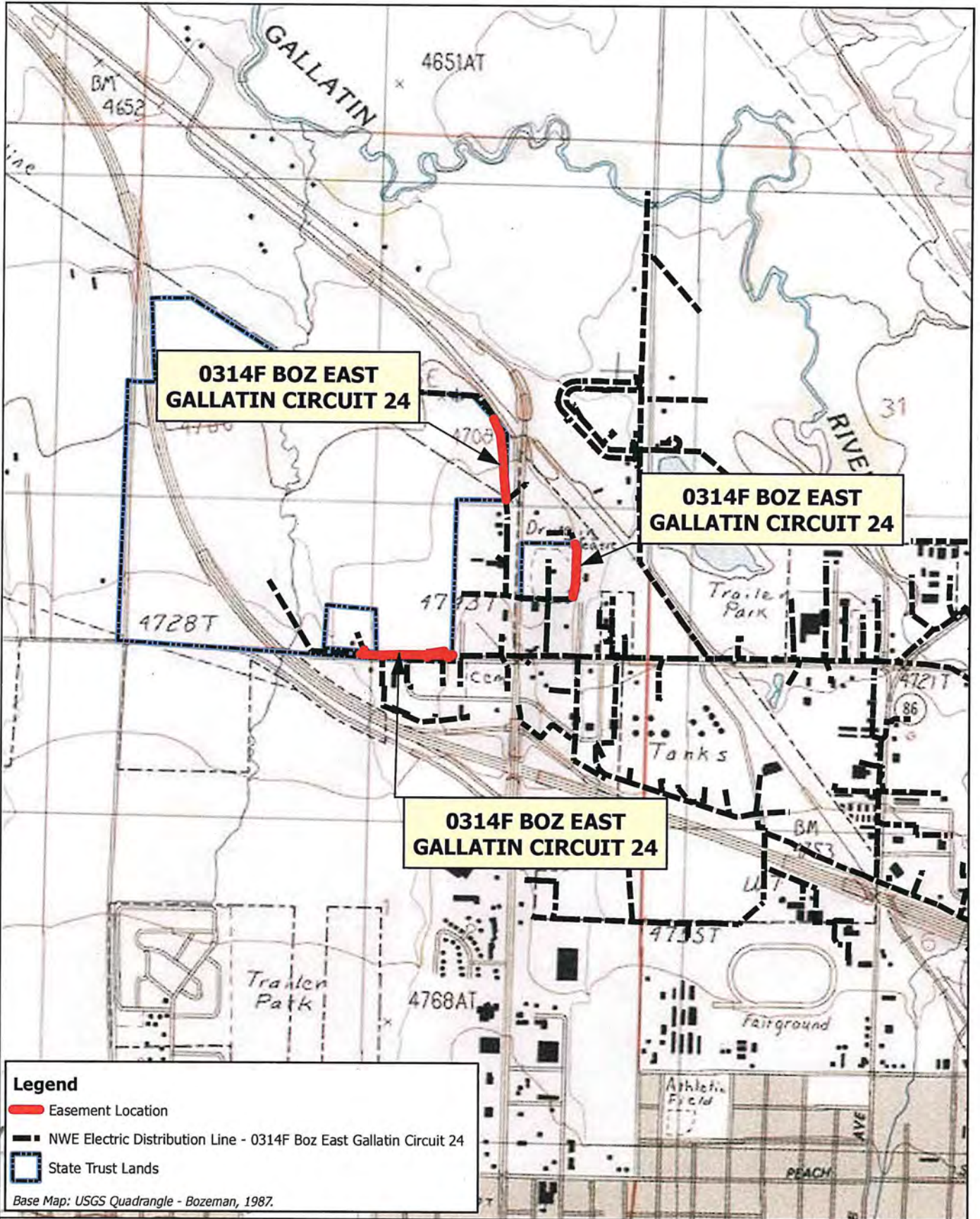
Accepted and Approved:

A handwritten signature in blue ink, appearing to be "Rose Shea", written over a dotted line.

Rose Shea
Sr. Permit Specialist & Authorized Agent For Applicant
Northwestern Energy

ROSE SHEA

Printed Name



Date: January 2019
T_T1SR5ES36_BozEastGallatinCircuit24_314F_APP.mxd

NorthWestern Energy
0314F Boz East Gallatin Circuit 24
T01S R05E Section 36

Right of Way Application No. 17128
Affecting a 40-foot strip through
NW4SE4, NE4SW4, S2NW4, Sec. 36,
Twp. 1S, Rge. 5E
Gallatin County, Montana

EASEMENT NO. D-15532

RIGHT OF WAY DEED

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), for mutual consideration received, grants to NorthWestern Corporation, d/b/a NorthWestern Energy, a Delaware Corporation, (hereinafter referred to as "Grantee") a right of way upon and across State lands for a 12" buried natural gas pipeline, as follows:

A 40-foot strip through NW4SE4, NE4SW4, S2NW4, Section 36, Township 1S, Range 5E, Principal Meridian Montana, Gallatin County, Montana, as shown and depicted on the Exhibits attached hereto and made a part hereof, consisting of four (4) pages, and containing 2.99 acres, more or less.

The grant of this easement is subject to the following conditions:

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, MCA. In particular, Sections 22-3, Parts 4 and 8.

It is also agreed that the Grantee shall comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to insure that the environment will be adequately protected and the public health and safety not be endangered.

The Grantee shall be responsible for controlling any noxious weeds introduced by Grantee's activity on State-owned land. The Grantee's methods of control must be reviewed by the Grantor's Area Field Office that has jurisdiction for that locale.

The Grantee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 MCA et. seq., as follows:

The Grantee shall notify the local weed board that is responsible for that geographical area that the project is located in. If the Grantee disturbs vegetation for any reason, Grantee shall be required to revegetate the disturbed area. The Grantee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding; fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board.

The Grantee herein specifically agrees that the said 12" natural gas pipeline shall be buried below plow depth so as not to interfere with the use and cultivation of the land. It is also understood and agreed that the State and its lessees and purchasers shall have the right to occupy, use and fully enjoy the surface of the right of way hereby granted, to seed, cultivate and harvest crops thereon; and that the said Grantee and its successors and assigns shall pay any damages which may result to the crops, fences and other property or interests of the lessees and purchasers from the State by reason of the laying, maintaining, operating or removing of the said 12" natural gas pipeline, and that the amount of such damages if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one of whom shall be appointed by the lessee or purchaser of the land, his heirs or assigns, one by the Grantee herein, its successors or assigns, and the third by the two so appointed. The award of such three persons shall be final and conclusive on both parties; and that the State and its lessees and/or purchasers will not be liable for any damages to the above mentioned 12" natural gas pipeline resulting from the occupancy, use and enjoyment of the surface of the right of way hereby granted.

It is further agreed by the Grantee that Grantee shall backfill, grade, and revegetate all disturbed areas to the satisfaction of the State. If the first seeding of compatible grass species does not germinate to the satisfaction of the Department, the Grantee may be required to reseed in those areas open to erosion and weeds. Upon termination of this easement, Grantee shall reclaim the entire area in accordance with this paragraph.

Provided, further, that the right of way deed granted herein shall be assignable by Grantee only with the written approval of the Director, Department of Natural Resources and Conservation.

Provided, further, that permission must be obtained in writing, from the Director, Department of Natural Resources and Conservation, prior to the construction of any improvements on the right of way herein granted.

Provided, further, Grantee shall immediately contact Grantor's area office in Helena and unit office in Bozeman upon discovery of a leak or spill. Grantee shall bear all costs associated with clean-up and remediation of the site and shall defend and save the Grantor harmless from all claims and lawsuits that may result from any and all damages, injury or death to persons and/or property that occur upon or about said land caused by or arising out of Grantee's use of the subject area hereunder.

Grantee shall indemnify, defend, reimburse and hold the Grantor and Grantor's surface lessee harmless for any liability arising from its past, present, or future use of the above-described premises under any environmental, pollution, and health laws, rules, or regulations, including liability for release of hazardous wastes or hazardous or toxic substances or other pollution or environmental damage or condition under any state or federal law, rule, or amendment thereto. This duty shall extend to all claims, judgments, losses, penalties, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense (including attorney fees) of any claim, whether or not such claim is ultimately defeated, and any good faith settlement, including reasonable attorney fees and disbursements and consultant fees. It shall include the costs of preparation of remedial investigations and feasibility studies and reports, the cost of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring required by federal or state agency, and liability to any third person or governmental agency to indemnify it for those costs.

Provided, further, a nesting eagle pair is present within ½ mile of the above-described right of way. Pursuant to the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act (50 CFR 22.26), specific stipulations apply during ground disturbing activities. All activities associated with the construction, installation and rehabilitation of the above-described right of way must be accomplished between August 16 and January 31. Should construction be desired to occur between June 16 and August 16 Grantee may request to do so by filing with Grantor an eagle nest monitoring

plan for prior approval. Any such approval, if granted, is subject to a qualified biologist, monitoring of eagle behavior. Should there be indications that the construction activities are incompatible with successful nesting all operations must cease immediately. In this event, construction activities may resume during the period between August 16 and January 31.

Provided, however, that the right of way granted herein is not exclusive and does not interfere with the Grantor and its successor, assigns or purchasers of State products or other parties authorized to use State land, in their right, at all times to go upon, cross and recross the land covered by said right of way, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to Grantee.

Provided, that Grantor may terminate this right of way for a material breach of any of the conditions or provisions of this deed. Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the right of way shall terminate upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this 10th day of August, A.D. 2016.

.....
Governor of the State of Montana

ATTEST:


.....
Secretary of State

Countersigned by:

.....
Director, Department of Natural Resources and Conservation

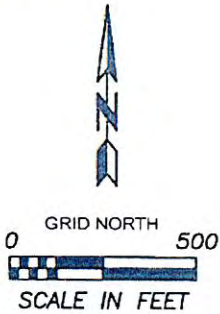
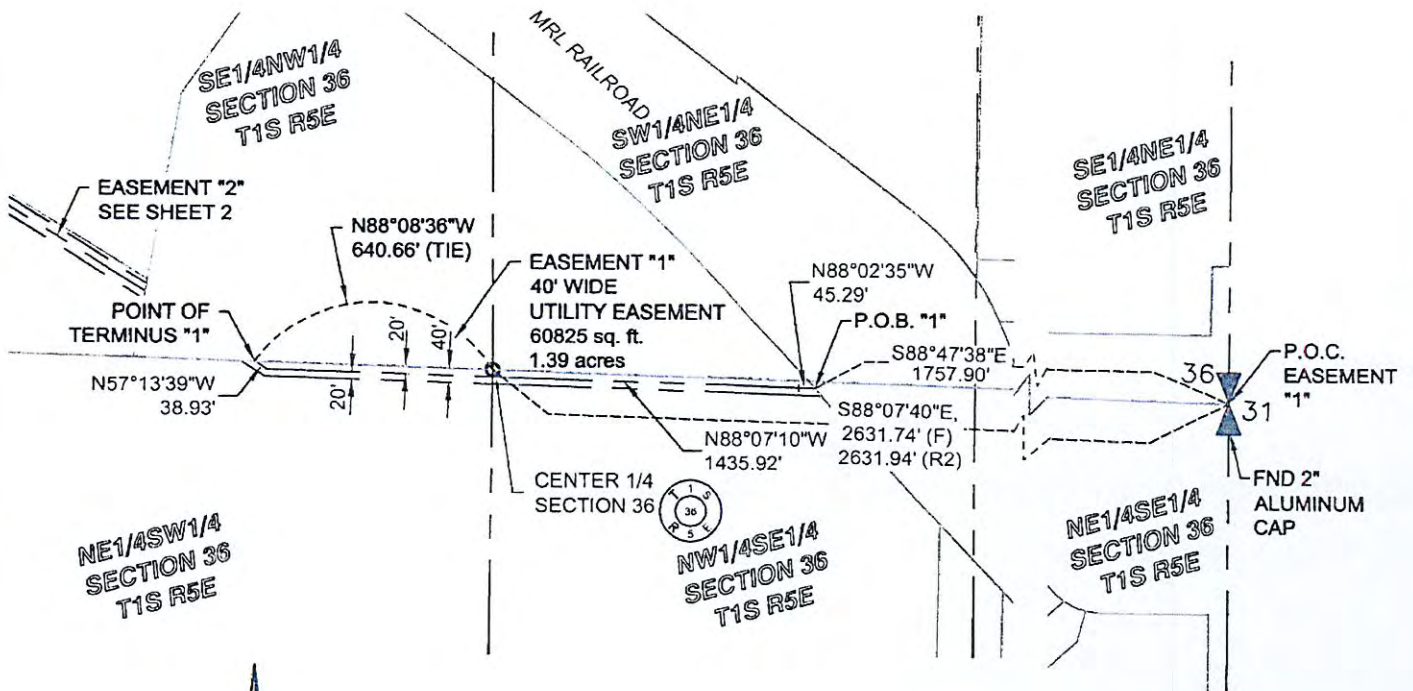
Accepted and Approved:

.....
Rose Shea Applicant
ROSE SHEA Sr. Permit Specialist &
Authorized Agent For.....
Northwestern Energy Printed Name



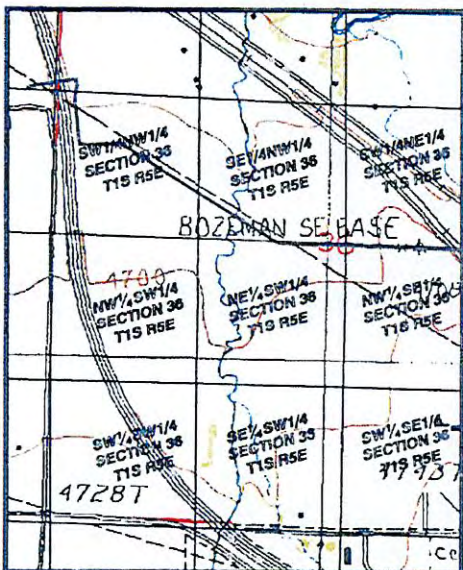
EXHIBIT "A"

A STRIP OF LAND BEING A
 40' WIDE UTILITY EASEMENT FOR UNDERGROUND GAS PIPELINE
 ON AND ACROSS STATE OF MONTANA LANDS
 LOCATED IN SECTION 36, T. 1 S., R. 5 E., P.M.M.
 GALLATIN COUNTY, MONTANA



UTILITY EASEMENT		
	NW 1/4 SE 1/4	NE 1/4 SW 1/4
TOTAL ACRES (CALC.)	40 ACRES	40 ACRES
ACREAGE TAKEN	0.80 ACRES	0.59 ACRES
ACREAGE REMAINING	39.20 ACRES	39.41 ACRES

MAP BASED ON USGS
 7.5 MINUTE QUADRANGLE
 BOZEMAN, MONT.



LEGEND

- FOUND CENTER 1/4 CORNER MONUMENT - 1 1/2" ALUMINUM CAP AS ESTABLISHED BY EARL BEST 779ES
- ⚡ FOUND 1/4 SECTION CORNER MONUMENT-AS NOTED
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- (R1) RECORD - C.O.S. 2153
- (R2) RECORD - C.O.S. 1723
- (F) FND FOUND

BASIS OF BEARING
 MONTANA STATE PLANE
 COORDINATES (NAD83)
 GRID NORTH BASED ON
 GPS OBSERVATION

AUGUST, 2015

1/4	SEC.	T.	R.
	36	1 S.	5 E.
GALLATIN COUNTY MONTANA			
PRINCIPAL MERIDIAN, MONTANA			

D&A, P.C.
 CONSULTING ENGINEERS & LAND SURVEYORS
 3203 Russell Street, Missoula, Montana 59801-8591
 Phone 406/721-4320 Fax 406/549-6371

EXHIBIT "A"

A STRIP OF LAND BEING A 40' WIDE UTILITY EASEMENT FOR UNDERGROUND GAS PIPELINE ON AND ACROSS STATE OF MONTANA LANDS LOCATED IN SECTION 36, T. 1 S., R. 5 E., P.M.M. GALLATIN COUNTY, MONTANA

UTILITY EASEMENT LEGAL DESCRIPTION

A 40.00 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW $\frac{1}{4}$ SE $\frac{1}{4}$) AND THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NE $\frac{1}{4}$ SW $\frac{1}{4}$) OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 5 EAST, P.M.M., GALLATIN COUNTY, MONTANA, SAID 40.00 FOOT STRIP OF LAND LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 36; THENCE S88°47'38"E, 1757.90 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE FOR EASEMENT "1" BEING A POINT ON THE MONTANA RAIL LINK RAILROAD RIGHT OF WAY; THENCE N88°02'35"W, 45.29 FEET; THENCE N88°07'10"W, 1435.92 FEET; THENCE N57°13'39"W, 38.93 FEET TO A POINT LYING ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 36, LAST SAID POINT BEING THE POINT OF TERMINUS AND LYING N88°08'36"W, 640.66 FEET FROM THE CENTER ONE-QUARTER SECTION CORNER OF SAID SECTION 36, THE SIDELINES OF SAID 40.00 FOOT WIDE STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE AT SAID EAST-WEST MID-SECTION LINE OF SAID SECTION 36 AND ON THE MONTANA RAIL LINK RAILROAD RIGHT OF WAY.

CONTAINING 1.39 ACRES, MORE OR LESS.

I HEREBY STATE THAT THIS EASEMENT EXHIBIT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF AUGUST, 2015.

SIGNED Glenn R. Howard
GLENN R. HOWARD, P.L.S. 8376 S

DATE 8/25/2015



AUGUST, 2015

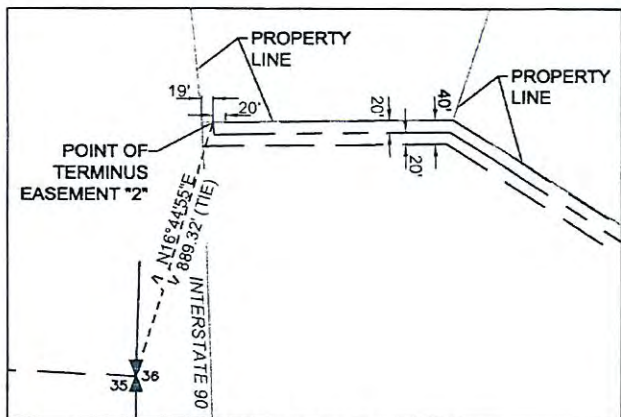
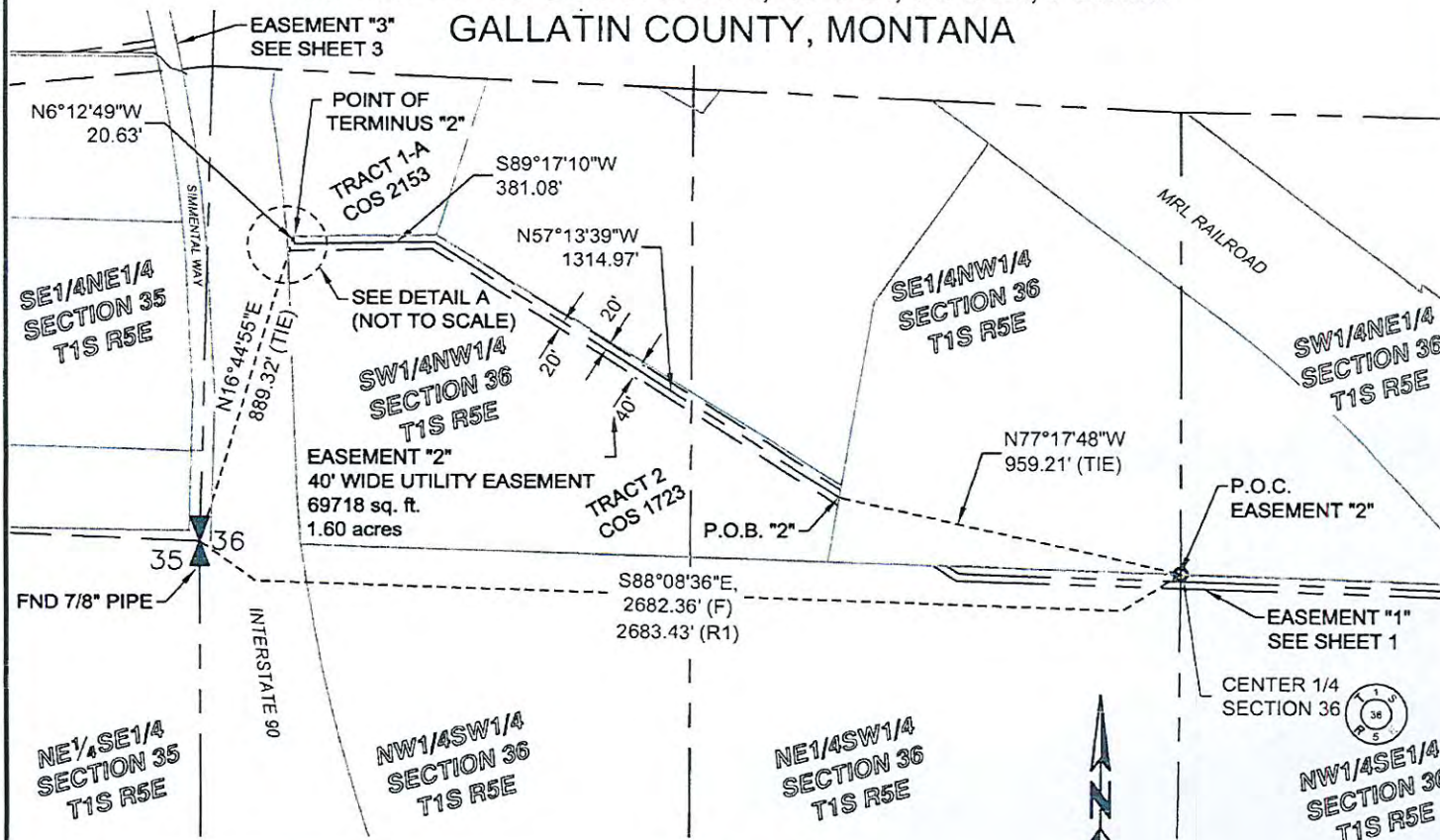
1/4	SEC.	T.	R.
	36	1 S.	5 E.
GALLATIN COUNTY MONTANA			
PRINCIPAL MERIDIAN, MONTANA			

Dj&A, P.C.

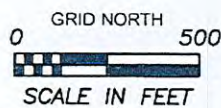
CONSULTING ENGINEERS & LAND SURVEYORS
3203 Russell Street, Missoula, Montana 59801-8581
Phone 406/721-4320 Fax 406/549-8371

EXHIBIT "A"

A STRIP OF LAND BEING A
 40' WIDE UTILITY EASEMENT FOR UNDERGROUND GAS PIPELINE
 ON AND ACROSS STATE OF MONTANA LANDS
 LOCATED IN SECTION 36, T. 1 S., R. 5 E., P.M.M.
 GALLATIN COUNTY, MONTANA



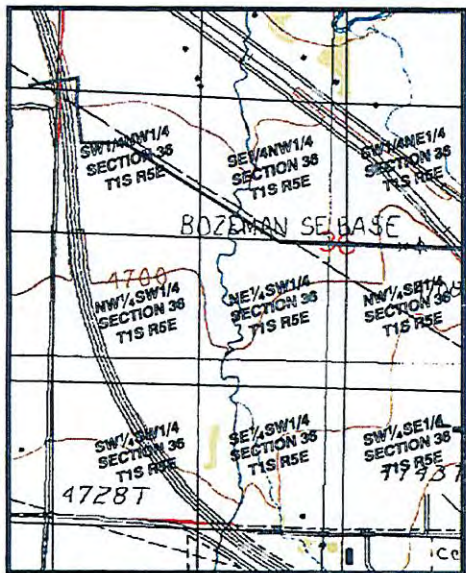
DETAIL A
(NOT TO SCALE)



UTILITY EASEMENT		
	SE 1/4 NW 1/4	SW 1/4 NW 1/4
TOTAL ACRES (CALC.)	40 ACRES	40 ACRES
ACREAGE TAKEN	0.44 ACRES	1.16 ACRES
ACREAGE REMAINING	39.56 ACRES	38.84 ACRES

LEGEND

- FOUND CENTER 1/4 CORNER MONUMENT - 1 1/2" ALUMINUM CAP AS ESTABLISHED BY EARL BEST 779ES
- ⚡ FOUND 1/4 SECTION CORNER MONUMENT-AS NOTED
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- (R1) RECORD - C.O.S. 2153
- (F) FND FOUND



MAP BASED ON USGS
 7.5 MINUTE QUADRANGLE
 BOZEMAN, MONT.

BASIS OF BEARING
 MONTANA STATE PLANE
 COORDINATES (NAD83)
 GRID NORTH BASED ON
 GPS OBSERVATION

AUGUST, 2015

1/4	SEC.	T.	R.
	36	1 S.	5 E.
GALLATIN COUNTY MONTANA			
PRINCIPAL MERIDIAN, MONTANA			

D&A, P.C.
 CONSULTING ENGINEERS & LAND SURVEYORS
 3203 Russell Street, Missoula, Montana 59801-8591
 Phone 406/721-4320 Fax 406/549-8371

EXHIBIT "A"

A STRIP OF LAND BEING A 40' WIDE UTILITY EASEMENT FOR UNDERGROUND GAS PIPELINE ON AND ACROSS STATE OF MONTANA LANDS LOCATED IN SECTION 36, T. 1 S., R. 5 E., P.M.M. GALLATIN COUNTY, MONTANA

UTILITY EASEMENT LEGAL DESCRIPTION

A 40.00 FOOT WIDE STRIP OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$) AND THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 5 EAST, P.M.M., GALLATIN COUNTY, MONTANA, SAID 40.00 FOOT STRIP OF LAND LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTER ONE-QUARTER SECTION CORNER OF SAID SECTION 36; THENCE N77°17'48"W, 959.21 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE FOR EASEMENT "2" BEING A POINT ON THE EASTERLY PROPERTY LINE OF TRACT 2, C.O.S. 1723; THENCE N57°13'39"W, 1314.97 FEET; THENCE S89°17'10"W, 381.08 FEET; THENCE N6°12'49"W, 20.63 FEET TO A POINT ON THE SOUTHERLY PROPERTY LINE OF TRACT 1-A, C.O.S. 2153, LAST SAID POINT BEING THE POINT OF TERMINUS AND LYING N16°44'55"E, 889.32 FEET FROM THE WEST ONE-QUARTER SECTION CORNER OF SAID SECTION 36, THE SIDELINES OF SAID 40.00 FOOT WIDE STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE AT SAID PROPERTY LINES.

CONTAINING 1.60 ACRES, MORE OR LESS.

I HEREBY STATE THAT THIS EASEMENT EXHIBIT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF AUGUST, 2015.

SIGNED Glenn R. Howard DATE 8/25/2015
GLENN R. HOWARD, P.L.S. 8376 S



AUGUST, 2015

1/4	SEC.	T.	R.
	36	1 S.	5 E.
GALLATIN COUNTY MONTANA			
PRINCIPAL MERIDIAN, MONTANA			

Dj&A, P.C.

CONSULTING ENGINEERS & LAND SURVEYORS
3203 Russell Street, Missoula, Montana 59801-6591
Phone 406/721-4320 Fax 406/549-6371

SHEET 2 OF 2

No. D-646 ✓

RIGHT OF WAY DEED

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

To All To Whom These Presents Shall Come:

Know ye that the State of Montana, in consideration of the sum of -----
-----One Hundred and No/100 (\$100.00)-----Dollars
now paid, grants to the NORTHERN PACIFIC RAILWAY COMPANY,-----
a corporation, a right of way for ~~the~~ construction, operation and maintenance of a railway-----

upon and across state lands, as follows:

Re R/W App'n. No. 1194; In SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 36, T. 1 S., R. 5 E., Gallatin County.

0.55 ac

1-17-18
Lch
6361

SW $\frac{1}{4}$ SW $\frac{1}{4}$:- A strip of land 43 feet in width, in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirty-six (36), Township One (1) South, of Range Five (5) East of the Principal Meridian of Montana, in Gallatin County, said strip lying between two lines parallel with and distant respectively 65 feet and 108 feet northeasterly from, when measured at right angles to, the center line of the revised main track of the Northern Pacific Railway as the same is now located, staked out and to be constructed across said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, containing an area of 0.55 of an acre more or less.

The center line above referred to is a straight line drawn from a point on the south line of said section, distance 233 feet east from the southwest corner thereof, to a point on the west line of said section distant 65.2 feet north from the southwest corner thereof.

[Faint mirrored text from the reverse side of the page, including "I hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the State of Montana..."]

[Faint mirrored text from the reverse side of the page, including "GIVEN UNDER MY HAND AND SEAL OF OFFICE..."]

RIGHT OF WAY DEED

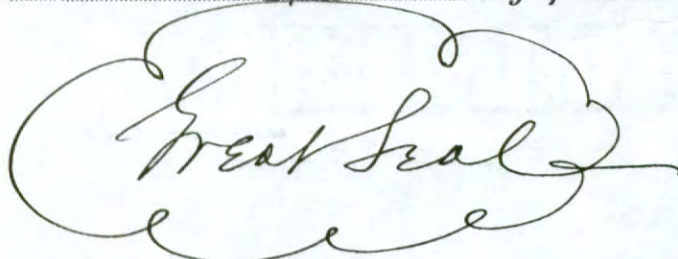
IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME

It is further Provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the same shall revert to the state upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Register of State Lands, and the Great seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this

17th day of January A. D. 1918



S. V. STEWART

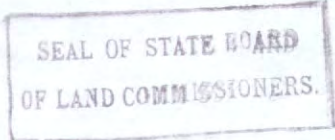
Governor of the State of Montana

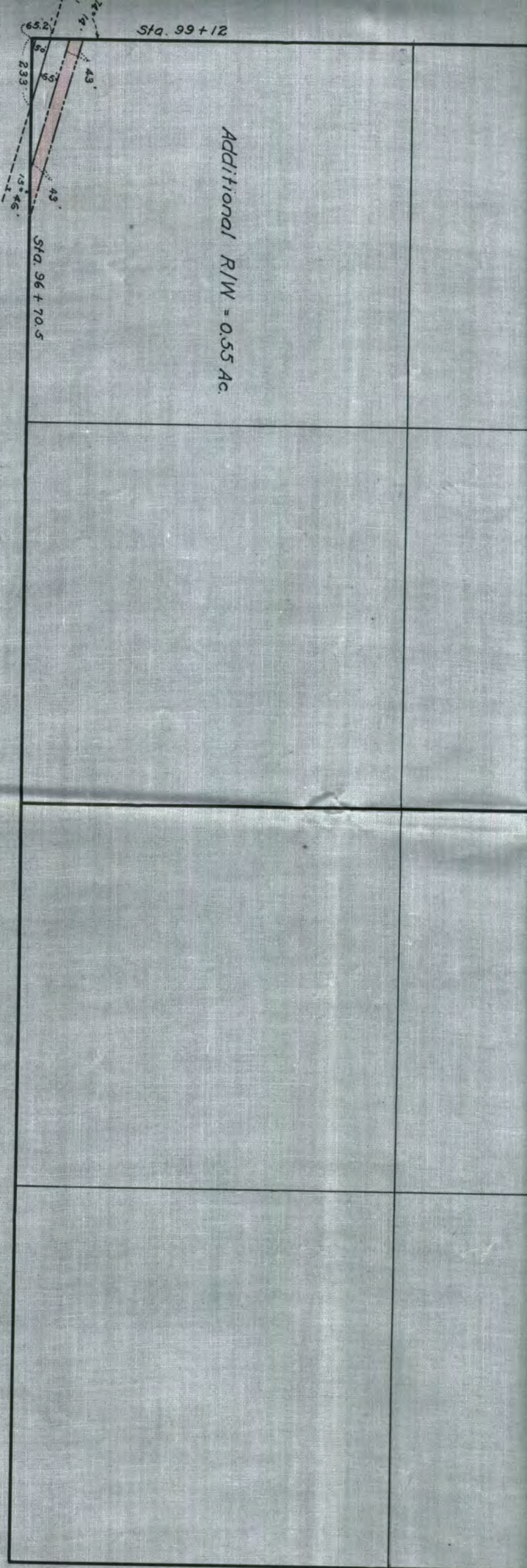
ATTEST:

C. T. Stewart
Secretary of State

Countersigned by Sidney Miller

Register of State Lands





Additional R/W = 0.55 Ac.

State of Minnesota }
 County of Ramsey } 55

H.E. Stevens being duly sworn, on oath says that he is the Chief Engineer of the Northern Pacific Railway Company, that the above plat showing the line of said company across the SW⁴SW⁴ Section 36, Township 1 South, Range 5 East of the Montana Principal Meridian, Gallatin County, Montana, is made from the field notes of the survey thereof and correctly shows the location of such line across said subdivision as now staked out.

H.E. Stevens
 Chief Engineer of the Northern Pacific
 Railway Company

Subscribed and sworn before me this 11th day of June 1917.

J. H. Clark
 Notary Public in and for the State of
 Minnesota residing at St. Paul, Minnesota.

My Commission expires July 31 - 1923

Notary of May Department, St. Paul,
 by J.T.M. June 8 1917.

Right of Way Application No. 11000
Affecting a 10' x 30' tract in SW $\frac{1}{4}$ SW $\frac{1}{4}$
Sec. 36, Twp. 1S, Rge. 5E
Gallatin County, Montana

7961
10
01

EASEMENT NO. D-9952

RIGHT OF WAY DEED

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IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of the sum of Three Hundred and No/100 Dollars (\$300.00) now paid, grants to US West Communications, Inc. (hereinafter referred to as "Grantee") a right of way for an above-ground cabinet site for telecommunications equipment upon and across State lands, as follows:

A 10' x 30' tract in SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 36, Township 1 South, Range 5 East, Principal Meridian Montana, Gallatin County, Montana, more particularly described as follows:

A tract of land described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 36; thence N00°38'45"E along the West line of the same, 118.66 feet; thence S89°21'15"E, 30.00 feet to the Point of Beginning; thence S89°21'15"E, 10.00 feet; thence S00°38'45"W, 30.00 feet; thence N89°21'15"W, 10.00 feet; thence N00°38'45"E along the East right of way line of former North 19th Street, 30.00 feet to the Point of Beginning.

The above-described right of way contains a total of 0.0069 acres, more or less.

The grant of this easement is subject to the following conditions:

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, MCA. In particular, Sections 22-3-435 and 22-3-8.

It is also agreed that the Grantee shall comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to insure that the environment will be adequately protected and the public health and safety not be endangered.

The Grantee shall be responsible for controlling any noxious weeds introduced by Grantee's activity on State-owned land. The Grantee's methods of control must be reviewed by the Grantor's Area Field Office that has jurisdiction for that locale.

The Grantee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 MCA, as follows:

The Grantee shall notify the local weed board that is responsible for that geographical area that the project is located in. If the Grantee disturbs vegetation for any reason, Grantee shall be required to revegetate the disturbed area. The Grantee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding; fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board.

The Grantee herein specifically agrees that the said above-ground cabinet site shall be installed so as not to interfere with the use and cultivation of the land. It is also understood and agreed that the State and its lessees and purchasers shall have the right to occupy, use and fully enjoy the surface of the right of way hereby granted, to seed, cultivate and harvest crops thereon; and that the said Grantee and its successors and assigns shall pay any damages which may result to the crops, fences and other property or interests of the lessees and purchasers from the State by reason of the laying, maintaining, operating or removing of the said above-ground cabinet site, and that the amount of such damages if not mutually agreed upon, shall be ascertained and

determined by three disinterested persons, one of whom shall be appointed by the lessee or purchaser of the land, his heirs or assigns, one by the Grantee herein, its successors or assigns, and the third by the two so appointed. The award of such three persons shall be final and conclusive on both parties; and that the State and its lessees and/or purchasers will not be liable for any damages to the above mentioned above-ground cabinet site0 resulting from the occupancy, use and enjoyment of the surface of the right of way hereby granted.

It is further agreed by the Grantee that Grantee shall backfill, grade, and revegetate all disturbed areas to the satisfaction of the State. If the first seeding of compatible grass species does not germinate to the satisfaction of the Department, the Grantee may be required to reseed in those areas open to erosion and weeds. Upon termination of this easement, Grantee shall reclaim the entire area in accordance with this paragraph.

Provided, further, that the right of way deed granted herein shall be assignable by Grantee only with the written approval of the Director, Department of Natural Resources and Conservation.

Further, the State of Montana will indemnify and hold US West Communications, Inc. harmless for claims resulting from the State's acts or omissions by authorized persons acting as an agent, officer, or employee of the State in official State business in accordance with the Tort Claims Act as stated in Section 2-9-(parts 1-3), MCA. US West Communications, Inc. agrees to hold the State of Montana harmless for the negligent acts or omissions of US West Communications, Inc.

Provided, however, that the right of way granted herein is not exclusive and does not interfere with the Grantor and its successor, assigns or purchasers of State products or other parties authorized to use State land, in their right, at all times to go upon, cross and recross the land covered by said right of way, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to Grantee.

In the furtherance of its duties and responsibilities as Trustee of the surrounding school trust lands, should the Grantor find that relocation of the cabinet site is necessary, the Grantee shall do so at its own expense, upon adequate notice from the Grantor.

Provided, further, the placement, installation and design of any and all equipment shall be made so as to not obstruct or otherwise interfere with the vision of drivers using roadways in this area.

Provided, that Grantor may terminate this right of way for a material breach of any of the conditions or provisions of this deed. Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the right of way shall terminate upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this 14th day of February, A.D. 1997.

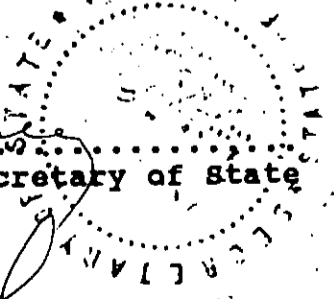
.....
Governor of the State of Montana

ATTEST:

.....
Secretary of State

Countersigned by:

.....
Director, Department of Natural Resources and Conservation



7961
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EASEMENT NO. D-10014

RIGHT OF WAY DEED

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IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of the sum of One Thousand Two Hundred Twenty and No/100 Dollars (\$1,220.00) now paid, grants to US West Communications, Inc. (hereinafter referred to as "Grantee") a right of way for a buried fiber optic telecommunications cable upon and across State lands, as follows:

A tract in SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 36, Township 1 South, Range 5 East, Principal Meridian Montana, Gallatin County, Montana, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 36 and thence N83°00'24"W, 710.06 feet to the Point of Beginning; thence S01°26'31"W, 10.00 feet; thence N88°33'29"W along the North right of way line of Mandeville Lane, 237.50 feet to the Northeasterly right of way line of Interstate 90; thence along a curve to the right, said curve having a radius of 4187.50 feet to a point which is N49°53'16"W, 16.00 feet from last described point; thence S88°33'29"E, 250.00 feet to the Point of Beginning.

The above-described right of way contains a total of 0.056 acres, more or less.

The grant of this easement is subject to the following conditions:

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, MCA. In particular, Sections 22-3-435 and 22-3-8.

It is also agreed that the Grantee shall comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to insure that the environment will be adequately protected and the public health and safety not be endangered.

The Grantee shall be responsible for controlling any noxious weeds introduced by Grantee's activity on State-owned land. The Grantee's methods of control must be reviewed by the Grantor's Area Field Office that has jurisdiction for that locale.

The Grantee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 MCA, as follows:

The Grantee shall notify the local weed board that is responsible for that geographical area that the project is located in. If the Grantee disturbs vegetation for any reason, Grantee shall be required to revegetate the disturbed area. The Grantee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding; fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board.

The Grantee herein specifically agrees that the said fiber optic telecommunications cable shall be buried below plow depth so as not to interfere with the use and cultivation of the land. It is also understood and agreed that the State and its lessees and purchasers shall have the right to occupy, use and fully enjoy the surface of the right of way hereby granted, to seed, cultivate and harvest crops thereon; and that the said Grantee and its successors and assigns shall pay any damages which may result to the crops, fences and other property or interests of the lessees and purchasers from the State by reason of the laying, maintaining, operating or removing of the said fiber optic telecommunications cable, and that the amount of such damages if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one of whom shall be appointed by the lessee or

purchaser of the land, his heirs or assigns, one by the Grantee herein, its successors or assigns, and the third by the two so appointed. The award of such three persons shall be final and conclusive on both parties; and that the State and its lessees and/or purchasers will not be liable for any damages to the above mentioned fiber optic telecommunications cable resulting from the occupancy, use and enjoyment of the surface of the right of way hereby granted.

It is further agreed by the Grantee that Grantee shall backfill, grade, and revegetate all disturbed areas to the satisfaction of the State. If the first seeding of compatible grass species does not germinate to the satisfaction of the Department, the Grantee may be required to reseed in those areas open to erosion and weeds. Upon termination of this easement, Grantee shall reclaim the entire area in accordance with this paragraph.

Provided, further, that the right of way deed granted herein shall be assignable by Grantee only with the written approval of the Director, Department of Natural Resources and Conservation.

Further, the State of Montana will indemnify and hold US West Communications, Inc. harmless for claims resulting from the State's acts or omissions by authorized persons acting as an agent, officer, or employee of the State in official State business in accordance with the Tort Claims Act as stated in Section 2-9-(parts 1-3), MCA. US West Communications, Inc. agrees to hold the State of Montana harmless for the negligent acts or omissions of US West Communications, Inc.

Provided, however, that the right of way granted herein is not exclusive and does not interfere with the Grantor and its successor, assigns or purchasers of State products or other parties authorized to use State land, in their right, at all times to go upon, cross and recross the land covered by said right of way, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to Grantee.

In the furtherance of its duties and responsibilities as Trustee of the surrounding school trust lands, should the Grantor find that relocation of the buried fiber optic telecommunications cable is necessary, the Grantee shall do so at its own expense, upon adequate notice from the Grantor.

Provided, that Grantor may terminate this right of way for a material breach of any of the conditions or provisions of this deed. Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the right of way shall terminate upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this 30th day of May, A.D. 1997.

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Governor of the State of Montana

ATTEST:

Mike Carie

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Secretary of State

Countersigned by:

John R. Clark

.....
Director, Department of Natural Resources and Conservation

