

Right of Way Application No. 4351A
Affecting a 50-foot strip through
Government Lot 6 and Tract U, Sec. 3,
Twp. 7N, Rge. 47E
Custer County, Montana

EASEMENT NO. D-3674A

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"), in consideration of the sum of One Thousand Three Hundred Ninety Six and No/100 Dollars (\$1396.00), now paid, grants to Cenex Pipeline, LLC (hereinafter referred to as "Grantee") a right of way for a term not to exceed thirty (30) years from the date of issuance upon and across State lands for a buried 8" inert pipeline and 10" active refined petroleum products pipeline under the Tongue River, as follows:

A 50-foot strip through Government Lot 6 and Tract U, Section 3, Township 7N, Range 47E, Principal Meridian Montana, Custer County, Montana, as shown and depicted on the Exhibit attached hereto and made a part hereof and containing 0.18 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.

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 and upon the forms prescribed by the Department.

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 which is 50 feet wide, 25 feet on each side of the centerline.

Provided, further, the Grantee shall have secured all permits and approvals as may be required by law before beginning any construction within, above or below the riverbed. All terms, conditions, project specifications and time-frames contained in all of the required permits, authorizations and construction specification plans become a part of the terms and conditions of this right of way.

PLAINTIFFS'
EXHIBIT

P216

D-000738

Provided, further, Grantee shall comply with §80-7-1012, MCA in regards to treatment of aquatic invasive species.

Provided, further, any substantial and material violations of any permits described above will be cause for termination of this right of way. In the event of such a breach Grantee shall be given a reasonable time period to resolve the violations before termination of this right of way occurs.

Provided, further, Grantee shall immediately contact Grantor's area office in Miles City 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.

Provided, however, Grantor has made no representation as to the present or future condition of the property and the Grantee assumes all risk or damage to property or an injury to Grantee or persons or property, in connection with the exercise of rights granted hereunder.

Grantee shall indemnify, defend, reimburse and hold the Grantor and 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, 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, further, Grantee shall monitor and study depth of cover on the existing, inert pipeline on a three (3) to five (5) year cyclical basis; or immediately following a flood event; and provide a technical report to Grantor describing the rate of scour and level of cover. Should any such study determine that the existing, inert pipeline is susceptible to scour and exposure to a point of less than two (2) feet of cover, that portion of said existing, inert pipeline shall be removed. Further monitoring and reporting shall occur on the remainder of the pipeline at the schedule provided herein, with portions thereof or the entirety thereof, being removed should potential conditions warrant as described above. Grantee is responsible for securing all necessary permits for any work within the riverbed associated with removal and all stipulations and conditions of said permits become a part of this agreement.

Provided, further, Grantee shall make application for extension of this right of way at least 12 months in advance of the expiration date, which is 30 years from the execution date shown below. Compensation for the renewal of this right of way will be determined at that time by the State of Montana, State Board of Land Commissioners.

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.

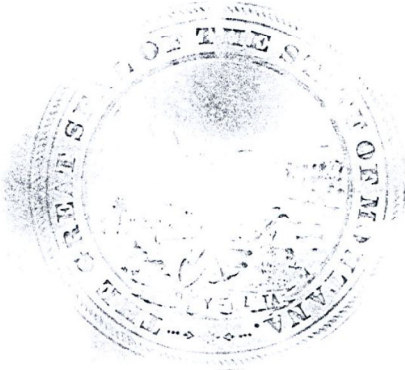
It is further provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the right of way shall terminate upon notice to that effect being given to the said grantee named herein.

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 August, A.D. 2015.



.....
Governor of the State of Montana

ATTEST:



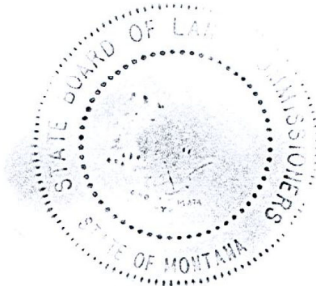
.....
Secretary of State

Countersigned by:



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

Accepted and Approved:



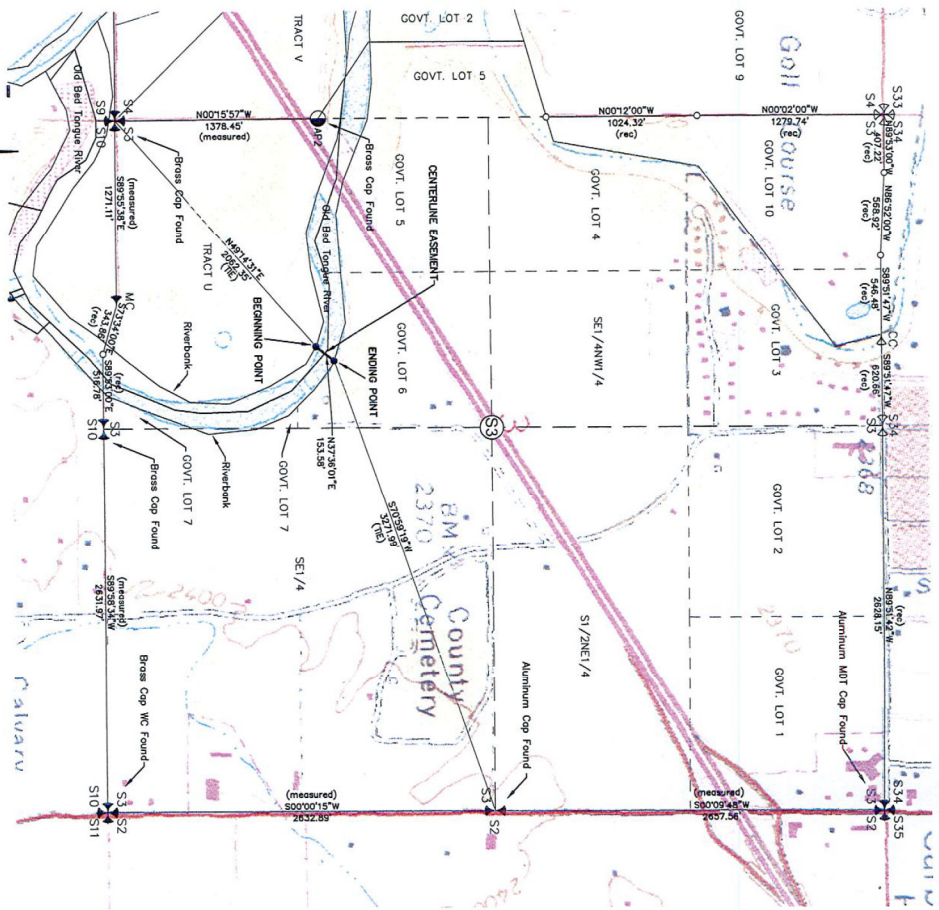
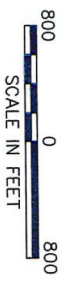
Cenex Pipeline, LLC



.....
Applicant

S. Michel Stahly

.....
Printed Name



Note: This portion of the USGS Map is taken from the Miles City Quadrangle Map, Dated 1980.

CENTERLINE DESCRIPTION

An easement for a underground liquid petroleum line lying in Govt. Lot 6 and Tract U, Section 3, Township 7 North, Range 47 East, of the Principal Meridian Montana, Custer County, Montana; being 50 feet wide, 25 feet on each side of the following described centerline:

Commencing at the southwest corner of said Section 3, said point being the POINT OF COMMENCEMENT; thence N49°14'45" E, a distance of 2,062.35 feet to the BEGINNING POINT; thence N37°36'01" E, a distance of 153.58 feet to the ENDING POINT; from which bears S70°59'19" W, a distance of 3,271.99 feet from the east quarter corner of said Section 3.

The total length of easement crossing State of Montana Land in Section 3 is 153.58 feet containing 0.18 acres, more or less.

80.55 acres in Tract U, 0.09 acres Taken
32.19 acres in Govt. Lot 6, 0.09 acres Taken



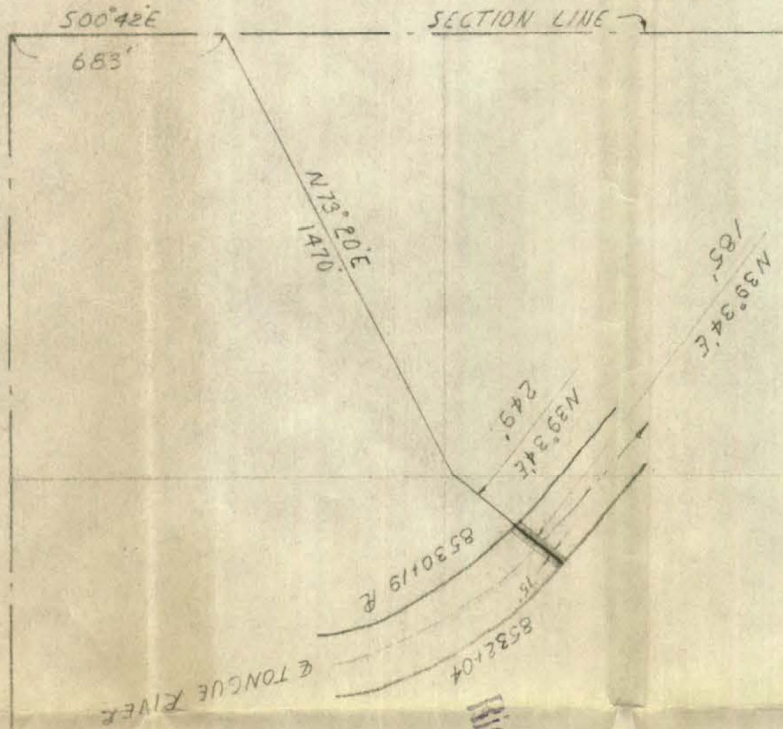
DATE 2/25/2015

This survey was conducted using Trimble GPS Survey grade, Real Time Kinetic, GPS equipment capable of obtaining and accuracy of ±0.02 meters. Basis of bearing is true north obtained by GPS observations. Datum (NAD83, (2011), EPOCH: 2010.0000). coordinates shown are from a Transverse Mercator Projection. Projection Origin: MILES CITY GPS Latitude 46°23'46.99516" N, Longitude 105°51'38.93030" W False Origin: MILES CITY GPS False Northing 30000.000 ft False Easting 20000.000 ft Rotation 0°00'00", Projection scale factor of 1.0001146920 Distances shown are surface distance in International feet. Solid origin point, the Miles City GPS, lying North 45°11'59" West, 6,879.74 ft from the southwest corner of Section 3, Township 7 North, Range 47 East of the P.M.M.

DOWL
713 Pleasant Street
Miles City, Montana 59701
406-234-0595

Cenex
Section 3, Township 7 North, Range 47 East, P.M.M.
Custer County, Montana

PROJECT	MISC. 2015
DATE	2/25/2015
FIGURE #1	



NEW SW 1/4
Pipeline Acreage - 0.32

3

Right of Way Application
No. 351

STATE LAND
PART OF NEW SW SECTION NO. 3
T17N R42E N92W
CUSTER CO. MONTANA