



Stillwater County

EVENTS CENTER COMPLEX MASTER PLAN

SEPTEMBER 15, 2020



Charles D. Smith Architecture & Planning, LLC.



MEETING MINUTES

PROJECT TITLE: Stillwater County Fairgrounds Planning Workshop – Group 2:
 Facilities Maintenance and Weed Departments

PROJECT NUMBER: 2020-34

DATE OF MEETING: June 18, 2020

LOCATION: Columbus, MT

ATTENDANCE: Dana Weatherford – Weed Department
 Jerry Bokma – Facilities
 Joan Kronebusch – Town Pump Hotel Group
 Al Nordahl – Weed Department
 Jasha Shingle
 Kennedy Ekwortzel
 Shari Ekwortzel
 Charlie Smith - Charles D. Smith Architecture & Planning, LLC
 Levi Van Buggenum - ADG
 Dale Buckingham - ADG

ITEMS DISCUSSED:

- WEED BUILDING NEEDS:
 - 2 person office
 - Garage space with filling bay to mix chemicals with water.
 - Chemical Storage (current OHEM storage is 10-feet by 12-feet)
 - Crew room with wall space for maps
 - Toilet facilities with a shower
 - Emergency Shower
 - Future expansion
- Currently, the operation has trucks downtown including 2 spray trucks with 300 gallon tanks, 1 pickup, 2 UTV, 1 4-wheeler, 1 trailer with nurse tank, 4 rental units (110 gallon), Backpack applicators, 1 4-wheeler tank; OHEM storage.
- The County does not sell chemicals and does not want to compete with local retailers.

- The main operating season of the Weed Shop is April through October.
- The goal by 2021 is to fully service all of Stillwater County. Currently the north portion of the County is not serviced by the County Weed Department.
- At peak operation, the Department has 4 to 6 employees.
- FACILITIES MAINTENANCE BUILDING NEEDS:
 - Wash bay in the vehicle garage
 - Trench drain with sand/oil separator
 - Shop space – Wood shop, metal shop and mechanics bay
 - Office space
 - Parts storage
 - Crew room
 - Toilet facilities with a shower
- Facilities Maintenance needs a fenced lay down yard to store materials and equipment. Laydown area should be a minimum of 100-feet by 200-feet.

END OF MEETING MINUTES

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MEETING MINUTES

PROJECT TITLE: Stillwater County Fairgrounds Planning Workshop – Group 3:
 Town of Columbus Chamber of Commerce; Shop and Swap.

PROJECT NUMBER: 2020-34

DATE OF MEETING: June 18, 2020

LOCATION: Columbus, MT

ATTENDANCE: Jennifer Rande – Stillwater Swap & Shop
 Tressie Goddard - SCCC
 Charlie Smith - Charles D. Smith Architecture & Planning, LLC
 Levi Van Buggenum - ADG
 Dale Buckingham - ADG

ITEMS DISCUSSED:

TOWN PUMP HOTEL GROUP

- Want to see events such as FFA and 4H conventions, FBLA, Sports, Concerts, Religious gatherings, Auctions, Weddings, Funerals, Receptions that are difficult to host in Columbus if there are very many people.
- Need large multi-use gathering spaces that are sub-dividable.
- Good, safe parking facilities.
- Commercial Kitchen with adequate equipment and wares along with adequate and attractive tables and chairs.
- Currently the Super 8 has 72 beds and is really busy May – Nov, but drops off in the winter.
- There are only 110 beds available in the entire community. Big Timber has 37 beds.
- Operationally, desire good communication with the Commissioners to know about future events for availability/occupancy projections and staffing.

CHAMBER OF COMMERCE

- Chamber hosts an annual dinner of approximately 125 patrons.

- Chamber also hosts an expo that sees between 300 – 500 for that event. The expos currently maxes out at 36 booths, but they could sell more booths if they had more room. Projections are that they could likely sell up to 50 booths of various sizes (8’x8’, 8’x10’, 10’x10’).
- The expo event requires a large door to move equipment and merchandise in and out.
- Some other events that the Chamber has considered include Circuses, Fundraisers, and Farmer’s Markets.

SWAP AND SHOP

- 600-1000 people visit the show, pulling people from up to 100 miles.
- The swap and shop event is a bi-annual event held each November and again in the Spring. Approximately 50 5’x8’ booths are sold for the event.
- A commercial kitchen is needed for the food and concessions available.
- Good WIFI is also needed.
- The director of the swap and shop has also considered a 2 day trade show that could be held in a multi-purpose exhibit hall facility.
- Facilities should support food trucks attending events.

Other potential users of the new facilities may include the Mines, Montana Silversmiths, IGA, Montana Rail Link / BNSF, NWE, Wind Farms, Yellowstone Bank and other businesses, farmers market.

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MEETING MINUTES

PROJECT TITLE:	Stillwater County Fairgrounds Planning Workshop – Group 4: 4H Council; MSU Extension Office; Midland Bull; Beartooth Stockman Assn.; NRCS; RRSC Farm Service Agency.
PROJECT NUMBER:	2020-34
DATE OF MEETING:	June 18, 2020
LOCATION:	Columbus, MT
ATTENDANCE:	Lee Schmelzer – Extension Office Ashley House – Extension Office and 4-H Haley Barker – Extension Office and 4-H Jim Movius – FCIP Steve Williams – Midland Bull Test Melissa Kramer – Midland Bull Test – 4-H Dane Schneidt – FSA Linda Halstead-Acharge - Public Joshua Shengle - Equine Kennedy Ekwortzel Johanna Kern Charlie Smith - Charles D. Smith Architecture & Planning, LLC Levi Van Buggenum - ADG Dale Buckingham - ADG

ITEMS DISCUSSED:

- 4H
- 4H currently has about 225 kids in the program. At fair time, they have approximately 1,600 total exhibit entries. Including 80 swine, 65 breeding, 70 sheep, and 27 goats. The clubs anticipates a 20% growth with the construction of the new facilities.
 - 4H would like use of multi-purpose facilities for the many and varied activities. They need meeting space for gatherings of 20 to 100 people. Including crafts, shooting sports, cooking classes, woodworking, sewing, etc. Indoor activities are heaviest from September through April. Spaces need to be durable and easy to clean.

- Space for all-day classes/workshops, e.g. cooking (gas-fires stove), dog classes after school programming, class sizes from 20-100 need to be supported.
- Other groups using meeting spaces: youth groups, model rocket club, wood working group, sewing group.
- Class/Meeting space may best fit with future library.
- County extension needs office space for 2 to 3 staff members. They would like to be located on the fairgrounds.
- Exterior space for demo ag plots are also desired. (10 x 10 minimum))
- The existing fairgrounds currently has a 90-foot by 160-foot show ring with portable bleacher seating. The bleachers can be reused at the new Fairgrounds.
- Horse events are currently being held at a private arena. The numbers of participates in the horse programs are small at this time.
- New facilities should include livestock wash racks, size for all animals including sheep. Consideration should be given to the flow and safety of livestock from wash racks to pens to show rings.
- 4H needs significant storage space.
- Program participation: Horse 15 current (30 past attendance), air rifle/pistol shooting sports 50 minimum, with dedicated target backstops that can be left up year round, 8 beef current, 8 sheep (current).

MIDLAND BULL

- Midland bull hosts 2 banquets each year ranging from 200 to 500 people.
- A commercial kitchen is needed.

EQUESTRIAN / NORTHERN RODEO ASSOCIATION

- Minimum Arena size should be 100-feet by 200-feet, with wide return alleys and stock pens. Access and safety are of high importance.
- The following events should be considered when sizing and laying out the arena:
 - Ranch Horse competitions
 - Cattle working facilities
 - Team Penning
 - Working Cow Horse/Reining
 - Cutting
 - Team Roping

Meeting Minutes

Stillwater County Fairgrounds Planning Workshop – Group 4: 4H Council; MSU Extension Office;
Midland Bull; Beartooth Stockman Assn.; NRCS; RRSC Farm Service Agency.

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- Rodeo Events
- Dressage
- Video Auctions
- Bull Sales
- Jackpots
- Important to have sufficient stall capacity, sheltered from all elements. (150 of approximately 12 x 12), 10' wide aisles with access to power.
- 100 to 150 indoor stalls sized at 12-foot by 12-foot will be needed for large horse shows if an enclosed arena is available.
- Would like to see 40 to 50 RV spaces on the new grounds if space allows.

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MEETING MINUTES

PROJECT TITLE: Stillwater County Fairgrounds Planning Workshop – Group 5: Sibayne-Stillwater; Super 8 / Town Pump.

PROJECT NUMBER: 2020-34

DATE OF MEETING: June 18, 2020

LOCATION: Columbus, MT

ATTENDANCE: Steve Simonson – Beartooth RC&D
 Randy Weimer – Sibayne-Stillwater
 Charlie Smith - Charles D. Smith Architecture & Planning, LLC
 Levi Van Buggenum - ADG
 Dale Buckingham - ADG

ITEMS DISCUSSED:

Items discussed include:

- Economic development
 - Broadband capability
 - Nitro Nationals Motorcycle Hillclimb.
- Stillwater Mines
 - Sibayne-Stillwater, 2 mines and smelter in Columbus
 - 1800 employees
 - Training – 100+ per session, over a four month period
 - 25 person classes
 - Multimedia
 - Darkness
 - Acoustic control and voice enhancement
 - AV systems
 - Occasional gathering with 200-300 people with a meal (banquet)
 - Building systems
 - Parking issues
 - Attraction factor

- Union meetings
- Waste dump is about 1.5 miles away

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DISCUSSION POINTS

JUNE 18, 2020

1. Which facilities at the fairgrounds do you currently use and for what events?
2. Is the number of events or participants increasing or decreasing?
3. What are the uses and capacities, quantity of animals, exhibits, etc.?
4. What square footage do you currently occupy?
5. What square footage is needed in the future?
6. Are the facilities you currently utilize open sided or enclosed? Climate controlled?
7. Do you utilize the facilities at times other than during the fair?
8. Do you foresee other uses in the future?
9. Do you have special needs in terms of furnishings, equipment or utilities?
10. Do you have any other suggestions for future events or facilities for the fairgrounds?

FAIRGROUNDS
WORKSHOP

Information:

Location: Fairgrounds Pavilion
328 E. 5th Avenue North
Columbus, MT 59019

Date: June 18, 2020

Time: 8:30a.m. - 5:00p.m.

FAIRGROUNDS
WORKSHOP

GROUP #1

8:30 A.M. - 9:30 A.M.

CFIP Committee and Commissioners

GROUP #2

9:30 A.M. - 10:00 A.M.

Facilities and Weeds Department

GROUP #3

10:30 A.M. - 11:30 A.M.

Chamber of Commerce, Shop & Swap,
Project Hope

Lunch Break

GROUP #4

1:30 P.M. - 2:30 P.M.

4H Council & MSU Extension, Equestrian
Group, Midland Bull, Beartooth Stockman
Association, NRCS Farm Service Agency

GROUP #5

3:00 P.M. - 4:00 P.M.

Sibayne Stillwater Mine, Super 8, Town Pump,
Northern Rodeo Association

WRAP UP

4:00 P.M. - 5:00 P.M.

CFIP/Commissioners

A4 MEETING MINUTES

PROJECT TITLE:	Stillwater County Facility Improvement Projects
PROJECT NUMBER:	2020-34
DATE OF MEETING:	July 23, 2020
LOCATION:	Columbus, MT
ATTENDANCE:	Mark Crago – Stillwater County Commissioner Dennis Shupak – Stillwater County Commissioner Tyrel Hamilton – Stillwater County Commissioner Stephanie Ray – SWC – FCIP Team Bill Pelton – FCIP Committee Jim Movius – FCIP Burt Williams – FCIP Jerry Bokma – FCIP/Facilities Maureen Davey – Stillwater County Library Maurie Petterson – Community Haley Barker - MSU Extension Lee Schmelzer - MSU Extension Shane Swandal – HCCM Eric Hulteng – HCCM Randy Bomar – Morrison-Maierle Charlie Smith – Smith Architecture & Planning Levi Van Buggenum – ADG Dale Buckingham – ADG

ITEMS DISCUSSED:

Arete, Charlie Smith and Morrison-Maierle presented the draft documents of the Master Plan including:

- Site analysis Diagrams
- Program Information
- Master Plan Concept & Possible Phasing

The committee believes that the regional distribution shown in Charlie Smith’s diagrammatic analysis should be revised for the following:

- 20% coming from I-90 East
- 15% coming from 1-90 West
- 65% coming from southern Stillwater County

(After the meeting, further investigation revealed a more accurate depiction of the regional access percentages.)

The county stated that there is no current Zoning/Comprehensive Plan? There is a County growth policy that is approximately 2 years old that shows no appreciable growth north of interstate. Currently working on the capital improvement plan.

It was reiterated that the Theme (Architectural Character) of the new Fairgrounds facility is not to be rustic, but rather a contemporary Exposition Park.

Utilities and Constraints

A traffic impact study will likely be required by the Montana Department of Transportation (MDT) and will likely be a part of the scope. Different alternatives may exist for handling traffic during events including some administrative solutions.

Lehmann Road – AE Team recommends realigning the road near the North East corner of the site to follow fence. This would allow the County secure the “Nevada” shaped parcel of property in the NE corner and provide additional space for the Weed and Facilities operations.

WATER

City Service Water Line – Proposed loop:

A loop around the site can be live tapped from the 16-inch main that feeds Columbus from the water tank on the hill to the north. 6-inch service lines will likely be required to the large facilities such as the Livestock building, events center and exhibition hall to support the fire sprinkler systems that will be required in those buildings along with the domestic demand from hydrants and plumbing fixtures.

Water Wells

Based on preliminary calculations, 300 GPM is will be required to support peak demand water usage at the new facilities. Initial research by Morrison-Maierle indicates that on-site wells can hit an aquifer that will produce up to 100 GPM and possibly more. Morrison-Maierle’s Site Design Report indicates that drawdown depths and capacities could yield wells that produce up to 600 GPM. If on site wells are developed to provide

water for the site, then at least two wells are recommended to provide adequate volume with a factor of safety. Storage tanks and pumps may be required to provide adequate fire flow. New wells require a 1-2 year process to develop.

Irrigation Ditch

Water rights for the ditch are for irrigation only. Commissioners have indicated that they want the ditch piped and covered, but acknowledged that there are still safety concerns with a piped facility if kids try to inner tube through the pipe from one end to the other. A well could be used for irrigation. There was also discussion that piping the ditch will affect the wetlands which triggers requirements to replace the wetlands. Concern about preserving the trees was also voiced. If the ditch is not piped, a fence on south side of ditch may be a possible solution knowing that the vast majority of the public side should not have access to the north side of the ditch.

SANITARY SEWER

Sewer – Because of the size of the drain-field required as well as a backup drain-field, an on-site wastewater system is not possible. Sanitary Sewer will have to go to the City of Columbus wastewater treatment plant. Morrison-Maierle recommends a line (probably 8-inch) that routes through the I-90 underpass rather than boring under I-90 which would be more expensive and more difficult to maintain. The new 8-inch line is proposed to connect to the existing 8-inch line at Town Pump. There is still a substantial amount of research and work required to determine the feasibility of a simple tie-in to the existing Columbus sewer system. The City's engineer is Interstate Engineering, who has indicated that the current sanitary model is approximately 2 years old. A new model will be required to determine if the treatment plant can handle the added effluent and if the existing lines that will be transporting can support the load. Several other possibilities were mentioned including a surge tank and pump that slowly releases sewage at non-peak times, or a holding tank that is pumped periodically. The County will dialog with the City to determine who will update the model.

The committee indicated that they do not want any camp sites – The RV hookups will be water and power only.

PHASING CONSIDERATIONS FOR UTILITIES

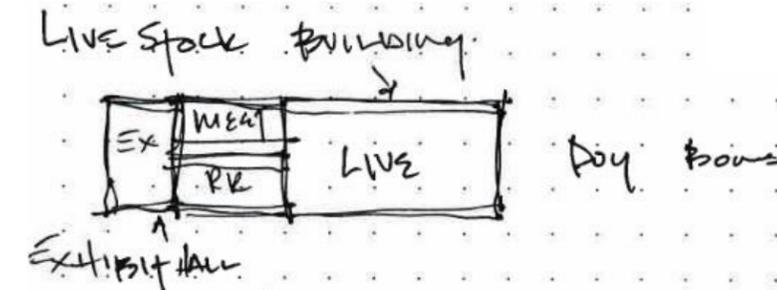
The Commissioners would like to bring the Weed and Facility Building on line as quickly as possible. So discussion covered the possibility of a well, septic and drain field for those facilities only. While this may be possible, it would be most efficient to connect to the City Service when annexation is done and the City services are available.

Facilities Program

Livestock Building / Events Center: The committee decided to combine the Livestock building and the Events Center. If the Livestock building is expanded by approximately 50%, indoor events can be accommodated in the multi-purpose facility. For smaller events that require cleaner space, the Meeting rooms can be used. The phasing of the fairgrounds will need to be re-examined based on the expanded Livestock building which is included in Phase 1. There is less overall square-footage and possibly less sitework, but Phase 1 is a larger scope.

- Livestock Building

Combine Livestock and Event



Arena: Rodeo Association has done events in Stillwater County before. The outdoor arena including bleachers that currently exist could be done in Phase 1. The fence panels, and chutes could also be included in Phase 1 if the County wants to own the equipment. If not, then groups wanting to put on rodeos would need to bring their own equipment with them.

Weed and Facilities: The Commissioners would like the Weed Building and Facilities Building to be combined. Both departments need their own vehicle/shop space, offices, crew/conference rooms and storage, but may be able to share toilet facilities and building systems such as HVAC. This will also cut down on site work with only one road to access this portion of the site. The Cold Storage building should remain separate. With the acquisition of the NE corner, a new layout of these facilities will be developed.

Master Planning Discussion

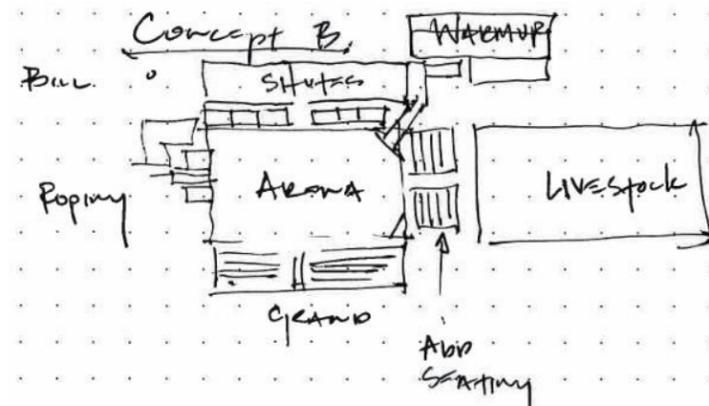
Concept A

Internally this option works well, but it does not "fit" the site well because of its north south axis which will require stepping the floor elevations of each of the buildings. In addition, the separation between the public and service sides of the complex does not work well putting back of house functions in clear view of the I-90 interchange where patrons will access the site. If this option is pursued, it is recommended to move the arena to the west and then move the other facilities to the north to provide a better flow as well as some warm-up space for the arena.

Concept B

This option has the most merit with the combining of the Livestock Building and Events Center. The following was discussed.

- Move bleacher seats to the south.
- Move rough stock chutes north to buck toward the crowd.
- Move Timed events west to rope west to east.
- Incorporate lockers and showers into west end of the Livestock/Events Building
- Good Opportunity for Curb appeal from I-90.
- East side potential seating expansion
- Preserves public private / back-front door



- Exhibit portion of the building could be bid as an alternate to match phased funding. If the funding doesn't work, it could be done in Phase 5. The pre-function/lobby space will also need to be reviewed for timing based on funding and phasing.
- Phase 5 could be to enclose the arena.
- Phase 6 (?) finish the interior of the arena including permanent seating.

Option C

- This option was not reviewed in detail as a result of the discussion to combine facilities and modify Option B.

Parking

Need approximately 18 acres of parking, so adequate parking for a "full-house" event(s) is not possible. The AE team estimates the need for 2,800 based on 3.3 to 3.5 people per car, but this may

change with the revised scope of combining buildings. Overflow options were discussed including the use of the adjacent MDT laydown area, other County-owned parcels, and shuttles during large events.

Next Steps

- Revise the Master Plan for a Concept B.2 to be presented to the Committee / Commission at their Thursday Morning meeting July 30, 2020.
- The revised plan should show a combined Livestock Building Events Center that is between 45,000 and 50,000 SF.
- Amenities 1-6 should be included in the B.2 Concept.
- The Exhibition portion of the facility should be listed as an alternate or later phase.
- Commissioners will meet with the Ditch Company to gain more information.
- Commissioners will meet with the City to begin discussions about tying into City water and sewer and the modeling that will be required.

Questions to be Answered

- What does the Commission want to do with the irrigation ditch?
- What is the most important?
 - Mitigation of risk
 - Minimization of capital construction costs
- Site development – do we want to do the whole thing or only portions as part of that construction phase?
- The City utility costs – Who will do the sanitary sewer model and who pays for it?
- What is the construction timetable for construction of Weed and Facilities Building? Can the utilities work be completed for connection to these facilities, or will a separate water/sewer service be required to get the Weed/Facilities building operational?

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A5 MEETING MINUTES

PROJECT TITLE:	Stillwater County Facility Improvement Projects
PROJECT NUMBER:	2020-34
DATE OF MEETING:	July 30, 2020
LOCATION:	Columbus, MT
ATTENDANCE:	Stephanie Ray – Economic Development Director Mark Crago – Commissioner Ty Hamilton – Commissioner Dennis Shupak – Commissioner Burt Williams – FCIP Jim Movius – FCIP Jerry Bokma – FCIP/Facilities Bill Pelton – FCIP Maurie Petterson - FCIP Eric Hulteng - Hulteng Shane Swandal – Hulteng Dale Buckingham – Arete Design Group

ITEMS DISCUSSED:

The goal of the meeting was to begin to finalize the Master Plan in accordance with this tentative schedule:

- Week of August 3, 2020 – Floor Plans and Massing
- Week of August 10, 2020 – Begin Cost Estimates
- Week of August 24, 2020 – Finalize the MP
- Week of August 31, 2020 – Present the Final Master Plan

Layout of buildings and possible phasing was presented. Including the Pre-function space the new layout of the Livestock Events Center building is currently at 54,000 SF +/-.

With the multi-purpose space in the Livestock Events Center sized at approximately 25,000 SF, the committee will want to know what types of events can be held in the space and the capacity of patrons

for those events. For instance, they would like the option of hosting some sports tournaments such as basketball and volleyball.

In order to host sports tournaments, locker rooms and showers will be needed and should be added to the west end of the Livestock Events Center.

The Committee asked the AE team not to skimp on the toilet facilities. There should be adequate quantities of toilet fixtures and they should be appropriately distributed throughout the facility for ease of end of users.

The AE team will review the Code requirements for numbers of toilet fixtures and calculate the loads for water and sewer.

The AE team is working with the Town to enter into discussions with the Town of Columbus regarding the water / sewer connections capacities. That town currently treats about 200,000 gallons of sewage daily and has a capacity of approximately 250,000 gallons.

Direction was given to the AE to consider enclosing the irrigation ditch between the connector road for the main campus and Weed Building to Lehmann Road to the east.

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A6 MEETING MINUTES

PROJECT TITLE: Stillwater County Facility Improvement Projects

PROJECT NUMBER: 2020-34

DATE OF MEETING: August 3, 2020

LOCATION: Columbus, MT

ATTENDANCE: Stephanie Ray – Economic Development Director
 Mark Crago – Commissioner
 Ty Hamilton – Commissioner
 Shane Swandal – Hulteng
 Charlie Smith – Fairgrounds Planner
 Dale Buckingham – Arete Design Group

ITEMS DISCUSSED:

This meeting was a follow-up after the July 30 meeting and subsequent internal meeting with the Committee, Commissioners and Hulteng.

The following changes are requested:

Livestock Events Center:

- Create 2-story space in the entrance portion. This will require vertical circulation and an elevator.
- Add restrooms / Locker rooms / “green room” at the west end of the building.
- Review the size of the facility. Original Estimates were based on 44,000 SF. We are now over 52,000 SF.
- Consider ADA access to all portions of the building.
- Consider performing capability including a catwalk over the large multi-purpose space.
- Need to identify the “stage” end of the room. Likely the west end.
- Want a minimum of 120-foot wide clear-spanned Pre-Engineered Metal Building (PEMB).

Site:

- Consider shifting buildings to the north to allow for more public parking.

- Allow for future expansion to the west of the Phase 5 exhibit hall addition to the Livestock building.
- Continue to consider the cost benefits of enclosing the irrigation ditch.
- The 1/2-acre to at the NE corner of the property where the Weed building will be located is not for sale at this time.

Weed/Maintenance Building:

- Simplify the building to a single rectangular shaped footprint so that the facility can be constructed using a PEMB.
- Reduce the overall size and orient the building on the site so that it can be expanded to the east.

Schedule:

- Target a final presentation of the Master Plan for September 3, 2020. There should be two public meetings: 1 during the day and 1 in the evening. In addition there will be a final presentation to the Committee and Commissioners.

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A7 MEETING MINUTES

PROJECT TITLE:	Stillwater Co. – Capital Facility Improvement Projects
PROJECT NUMBER:	2020-34
DATE OF MEETING:	August 13, 2020
LOCATION:	Videoconference
ATTENDANCE:	Charlie Smith – Charles D. Smith Architecture & Planning LLC Randy Bomar – Morrison-Maierle Levi Van Buggenum – ADG Tim Jager – ADG Bill Pelton – FCIP Committee Stephanie Ray – Economic Development Director Mark Crago – County Commissioner

ITEMS DISCUSSED:

The meeting was held to review changes to the Master Plan.

Overview

- Building locations have shifted to create better circulation and more parking.
- Moved the connector road across the ditch to allow for grade change from one side of the ditch to the other.
- The layout of the Livestock/Events Center has also changed to reflect the direction given by the County last week.
- The County would like to examine irrigation ditch:
 - Cost analysis of covering all or a portion of the ditch vs. the additional parking gained by covering the ditch.
 - Mark Crago is the only one who wants to pipe the ditch, but the cost benefit should be explored.
 - Randy Bomar has not heard back from the ditch company yet.

- Bill does not want to close the ditch, but additional parking may change his mind.

Livestock Building

- Lockers added not part of the current square footage of the Events Center – Added a bay with mezzanine for mechanical.
- The Committee wants retractable seating.
- Pre-function space that was eliminated but could be added back as an alternate

Arena

- Bucking chutes location discussion for sizing of Arena to National Standards
- Charlie Smith to confer w/Bo Wagner (Rodeo contractor) on special layouts
- Stock pens are temporary
- The Arena may require up to 5 phases to eventually enclose the facility.

OTHER DISCUSSION

Massing - Do not show enclosed Arena for final M.P. rendering to show to the public. The Committee would like to see a covered rendering but won't show it to the public immediately.

Need to consider snow removal in the parking areas.

Interstate Engineering is in working on the process to analyze the capacity of the Town's water and sewer systems to handle the new fairgrounds.

- County legal says City has already committed to provide services through a Deed Agreement.
- City needs to update model to match current needs
- In future design phases, the AE Team will provide loading for water and sewer needed.

Leach field/septic for Weed/Maintenance building?

If we can annex and construction doesn't start until Spring, then septic does not make sense, so the timing doesn't work.

Schedule

- 8/27/2020 - Final master plan to County
- Community presentations – 2 times → Day + Evening
 - September 9th to avoid scheduling conflict on the 10th
- One more review next week at the standard Thursday meeting (8/20/2020).

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A8 MEETING MINUTES

PROJECT TITLE:	Stillwater County Facility Improvement Projects
PROJECT NUMBER:	2020-34
DATE OF MEETING:	August 20, 2020
LOCATION:	Columbus, MT
ATTENDANCE:	<p>Stephanie Ray – Economic Development Director Mark Crago – Commissioner Ty Hamilton – Commissioner Dennis Shupak – Commissioner Burt Williams – FCIP Jim Movius – FCIP Jerry Bokma – FCIP/Facilities Bill Pelton – FCIP Maurie Petterson - FCIP Eric Hulteng - Hulteng Shane Swandal – Hulteng Charlie Smith – Fairgrounds Planner Levi VanBuggenum – Arete Design Group Dale Buckingham – Arete Design Group</p>

ITEMS DISCUSSED:

The intent of the meeting was to review changes and progress on the Master Plan.

The site plan was presented, and the early parking capacities reviewed:

- 113 paved
- 513 non-paved
- 100 +/- additional at the NE corner if the irrigation ditch is covered.
726+/- TOTAL Spaces.

Exact parking requirements will be determined later, but based on a 3,000 person event, approximately 900 spaces could be required, so the current layout is approximately 175 spaces short.

A shallow detention swale has been developed for storm water detention. The swale runs parallel with the parking layout.

As mentioned above, the AE team developed two conceptual possibilities to expand parking to the NE by covering the irrigation ditch. Option A has less capacity but better grades; Option B has more capacity but will likely create grades that are not advisable.

The Design Team will explore the requirements of the box culvert that may be needed to “pipe” the irrigation ditch. Quick calculations indicate that it could cost up to \$350,000, but the design team will explore further as the project moves forward.

The AE team was directed NOT to realign the gravel road that accesses the water tank on the hill. At some point in the future, the County may want to consider a 60-foot easement for that roadway.

The Arena will be phased over all 5 potential phases of this project:

- Phase 1** - Prepare a dirt arena with proper soil mix for equine and rodeo events. Purchase portable livestock panels and equipment to set up a 125x250 foot arena with rough stock and timed event chutes as well holding pens. Owner supplied bleachers.
- Phase 2** – Cover the Arena with an open-air PEMB system.
- Phase 4** – Enclose the Arena completely.
- Phase 5** – Finish the interior including all amenities and seating.

Charlie is still working with some Rodeo industry professionals to make sure the proposed arena is something that they will want to use and meets spatial requirements.

The current size of the Livestock Events Center:

- Ground Floor – 47,300 SF
- Upper Floor – 10,200 SF
- TOTAL – 57,500 SF

The Weed / Facilities Maintenance Building should be flipped, leaving the Cold storage on the west end.

The Committee would also like the AE team to consider the sight lines from the neighbor to the NE of the property. Move the building 20 to 30 feet to the north and turn clockwise to keep the interruption to the neighbor’s view to a minimum.

The AE team should remove a large number of the trees shown on the site plan. Probably need to remove at least half, if not more, of the trees.

The County and Hulteng are beginning their process to hire a Construction Manager for the project. They are also working through the budget alignment of Phase 1 of the project to account for combining the Livestock and Events Center into one building and including the outdoor arena and large portions of the sitework in Phase 1.

The next meeting will be a final review of the master plan on August 27, 2020.

END OF MEETING MINUTES

The preceding meeting minutes are not a verbatim transcript of the meeting and are intended to convey the general content of the meeting only. ARETE DESIGN GROUP must receive any corrections, additions, or deletions to these minutes within ten working days of the transmittal date of the minutes, or the contents of these minutes will be deemed reliable and accurate.

A9 MEETING MINUTES

PROJECT TITLE:	Stillwater County Facility Improvement Projects
PROJECT NUMBER:	2020-34
DATE OF MEETING:	August 27, 2020
LOCATION:	Columbus, MT
ATTENDANCE:	Stephanie Ray – Economic Development Director Mark Crago – Commissioner Ty Hamilton – Commissioner Dennis Shupak – Commissioner Burt Williams – FCIP Jim Movius – FCIP Jerry Bokma – FCIP/Facilities Bill Pelton – FCIP Maurie Petterson - FCIP Eric Hulteng - Hulteng Shane Swandol – Hulteng Charlie Smith – Fairgrounds Planner Levi VanBuggenum – Arete Design Group Dale Buckingham – Arete Design Group

ITEMS DISCUSSED:

The intent of the meeting was to make one final of the Master Plan before it is issued on August 28, 2020.

Final drafts of the graphics were presented. The AE Team is still “tweaking” a couple of minor portions of the graphics.

Parking counts were again reviewed. As discussed last week, if additional parking is captured by covering the irrigation ditch, there will likely be approximately 726 parking spaces, which is short of the 900 needed for a 3,000 person event. This makes the purchase of the west property very favorable, if that transaction can occur.

The committee expressed concern about the size of the arena show ring. The layout will be revised to show the entire 126-foot by 250-foot ring clear of any chutes or pens. The timed event chutes will be moved outside the show ring proper.

The Weed/Maintenance building has not been flipped yet. The AE team will make that change and per instruction from the committee eliminate several OH doors to the shop and storage space.

The committee is anxious to see layouts of the events in the Livestock Events Center, specifically basketball court and seating to make sure that the building is wide enough to facilitate that type of event. This normally comes at the Schematic Design Phase, but the AE team will work on some of those layouts now. However, they will not be included in the Master Plan.

The County has hired Council to assist with the annexation of the property and connection to Town Utilities.

For the presentation, the committee advised the AE team to double check the square footage to make sure the math is correct and the numbers are consistent throughout the Master Plan document.

The committee asked that the AE team bring boards of the renderings to display during the presentations.

On September 9th, there will be three presentations of the Master Plan:

- 2:00 PM – Committee
- 4:00 PM – Public
- 7:00 PM - Public

A review of the Master Plan document is set for September 3, at 10:00 AM to prepare for the presentation.

END OF MEETING MINUTES

The preceding meeting minutes are not a verbatim transcript of the meeting and are intended to convey the general content of the meeting only. ARETE DESIGN GROUP must receive any corrections, additions, or deletions to these minutes within ten working days of the transmittal date of the minutes, or the contents of these minutes will be deemed reliable and accurate.



APPENDIX B - 2000 STATE OF MONTANA GRANT DEED

CHECKED ✓
INDEXED ✓
SCANNED ✓

THE STATE OF MONTANA
GRANT DEED TO STATE LAND

KNOW ALL MEN BY THESE PRESENTS that the Montana Department of Human Health and Human Services ("Grantor"), acting by and through the State Board of Land Commissioners, whose address is P.O. Box 201601, Helena, MT, 59620-1601, in consideration of Grantee's promise to use the following lands for public purposes under §77-2-351, MCA, does hereby grant to the Town of Columbus, ("Grantee") whose address is P.O. Box 549, Columbus, MT 59019, the following described lands:

A tract of land located in the Southwest quarter (SW¼) of Section 22, Township 28S, Range 20E, P.M.M. Stillwater County, containing 28.650 acres more or less as more particularly described in Certificate of Survey # 297129 on file at the Stillwater County Clerk and Recorder's office.

PROVIDED FURTHER, that the public use of the above-described lands by the Town of Columbus is restricted to those uses associated with a public recreational park and development of one or more public facilities. The restrictions on the use of the tract are more particularly described in the "Agreement between the Department of Public Health and Human Services and the Town of Columbus" dated July 15, 1999, a copy of which is attached hereto as exhibit "A". However, whenever the above-described lands shall cease to be used for the above-described public purposes or cease to be owned by the Town of Columbus, title to the above-described lands shall revert to the Montana Department of Public Health and Human Services upon written notice to the Grantee. Within 30 days of this notice of reversion, the Town of Columbus may request a contested case hearing before the Board or the Board's designee to determine whether the terms of this Deed have been violated and reversion of these lands is warranted. The Board shall be the trier of fact and its decision shall be reviewable by the local District Court as any other decision under a contested case proceeding under §2-4-701, et seq., MCA.

PROVIDED FURTHER, that upon approval of this conveyance, the State of Montana shall assign and transfer all right, title and interest previously held under Special Lease Agreement No. 9935, to the Town of Columbus, and shall have no further rights, duties or obligations under that lease.

PROVIDED FURTHER, that this conveyance is subject to any and all valid reservations, exceptions, restrictions, limitations, conditions, or provisions, if any, as may be contained in Patents, Deeds, grants, or laws of the United States of America; and EXCEPTING AND RESERVING to the State of Montana all title in and to all coal, oil, oil shale, gas, phosphate, sodium and other mineral deposits, geopressured brine, associated gases and steam in whatever form, and any other geothermal resources having a temperature greater than 40° C in the above described land which have not already been reserved by the United States, except sand, gravel, building stone, and brick clay, whether now known or hereafter found to exist therein, together with the right for itself and its lessees to enter upon the said lands, to prospect for, drill, develop, mine and remove such mineral deposits and utilize the geothermal resources so reserved and to occupy and use so much of the surface of such lands as may be required for all purposes reasonably extending to the exploring for, mining and removal of such minerals and the production of heat, steam, electrical power, and of electrolytic by-products from geothermal resources thereon, but the lessee shall make just payment to the Grantee for all damage done to the premises by reason of such entry upon the land and the use and occupancy of the surface thereof.

SUBJECT to all exceptions, reservations, easements, rights of way and restrictions of record.

TO HAVE AND TO HOLD the said land with all appurtenances thereto unto the said Grantee, the Town of Columbus.

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 of the Montana 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 22nd day of March, 2000.



Board of Land Commissioners
Seal

Mark Rand
Governor of the State of Montana

Webb Mandeville
Secretary of State

John R. Clark
Director, Department of Natural
Resources & Conservation

Webb Mandeville
Webb Mandeville, Mayor,
Town of Columbus



**EXHIBIT
A**

**AGREEMENT BETWEEN THE DEPARTMENT OF PUBLIC
HEALTH & HUMAN SERVICES AND THE TOWN OF
COLUMBUS FOR THE TRANSFER OF REAL PROPERTY**

I. PARTIES

The Parties to this Agreement are the Department of Public Health & Human Services (hereinafter "Department"), an agency of the State of Montana, and the Town Of Columbus (hereinafter "Town"), a governmental entity of the State of Montana.

The responsibilities and rights of the Department may be undertaken or asserted by any State entity that is a successor to the Department or to which the Department or other executive entity delegates or assigns those responsibilities and rights.

II. PURPOSE

The purpose of this Agreement is to set the terms and conditions for the transfer of a parcel of real property, from the Department to the Town subject, however, to the authority of the Montana State Land Board (hereinafter "State Land Board") as provided by law.

This Agreement is binding upon the Parties to the extent permitted by law and to the extent that the terms are approved by the State Land Board.

III. REAL PROPERTY DESCRIPTION

The real property, to be the subject of the transfer transaction proposed in this Agreement, is approximately 32.5 acres and is more particularly described in metes and bounds and by a drawn survey that upon preparation and agreement of the parties is to become Attachment A to this Agreement.

The real property description is that prepared by the Town and presented to the Department for the purposes of the proposed transaction. The proposed property description is acceptable for

the purposes of the Town.

The Parties agree that the real property description, as proposed, is acceptable to both Parties.

IV. PRIOR AND PROPOSED USES OF THE REAL PROPERTY

The real property is located in proximity to Interstate 90 interchange that serves the Town. The property, in its original entirety of 95 acres, was received by the State of Montana as a bequest from Eliza Laby Norton who died in 1921. The property by the terms of the will was to be sold and the proceeds to be used for the benefit of the residents of the State Orphanage at Twin Bridges and the State Sanitarium at Galen. At the time of the probate of the estate the property could not be sold, consequently the executor deeded the property to the State for the benefit of the two facilities. Neither of those facilities are in existence at this time.

Portions of the original real property have been sold at various times. Interstate 90 now bisects the remaining property and the Columbus Interstate 90 interchange is located adjacent to the property.

In 1988 the Town leased a portion of the real property on the south side of Interstate 90 to be used for recreational public purposes. That lease is to expire in 2008. The Town along with local community organizations have proceeded to develop the property as a recreational park that provides baseball and soccer fields, and a jogging/walking path. The Town anticipates the further development of the property for additional recreational activities and for other public purposes. The property currently provides a significant recreational site for the conduct of organized sports activities by the public residing in and around the Town. This portion of the property is contiguous to the current town limits of the Town.

The purpose of this Agreement is to provide the terms for the transfer of the real property on the south side of Interstate 90 to the Town for the continued use and development of the property for recreational purposes and for other public purposes.

The Department is to retain title to the real property located on the north side of Interstate 90. The Department in the near future intends to pursue the maximization of income from that property through leasing of the property on a long term basis for commercial or other development. The Department intends that the lease income is to benefit the State's children's foster care programs.

The Town is proposing upon receipt of title to the real property to dedicate the property to public purposes, inclusive of a public recreational park. The Town does anticipate that it may desire in the future to use a portion of that property for possible future development of one or more public facilities. The Parties agree that there is significant public need for and value in providing a public recreational park for the public residing in and around the Town.

The Town has viewed and studied the real property and determined that the real property as described is appropriate for purposes of a public recreational park. The Town furthermore has the intention of maintaining the site as a public recreational park and potentially as a site for one or more public facilities such as an educational, institutional or cultural facility.

V. LEGAL PREREQUISITES TO TRANSFER

The Parties agree that the real property:

- 1) is state land within the meaning of the definition of "state land" at 77-1-101(6), MCA;
- 2) is surplus institutional land as described in 77-2-302(1), MCA;
- 3) may be disposed of by transfer to a governmental entity, inclusive of an incorporated community, as provided for in 77-2-351, MCA;
- 4) is the legal responsibility of the State Land Board to dispose of in accordance with 77-2-302(1), MCA; and
- 5) is to be disposed of in accordance with the terms of 77-2-302(1) and 77-2-351, MCA.

Both 77-2-302 and 77-2-351, MCA provide that the transaction must be reviewed and approved by the State Land Board, must be done in consultation with the appropriate legislative committee, must be found by the State Land Board to be in the State's best interest, and must be done with a 60 day public notice of the terms of the proposed transfer.

In addition, the Parties agree that the transaction, as is any state land sale or transfer, is subject to the requirements of the Montana Environmental Policy Act and the Montana State Antiquities Act.

In accordance with the Montana Environmental Policy Act, there must be prior to transfer of the real property an environmental assessment conducted for the property to note the natural values and to consider those values in the conduct of the transfer and to consider the possible impacts of the proposed uses for the property upon those natural values and society.

In accordance with the Montana State Antiquities Act, there must be prior to transfer of the real property a survey to determine if there are any sites or values of historical significance to the property. If there are any sites or values of historical significance, then appropriate measures must be undertaken to document those sites and values and provide, as appropriate and feasible, protection for them.

Since neither of the facilities, the State Orphanage at Twin Bridges and the State Sanitarium at Galen, for which the real property was left to the State, currently remains in existence, the Department as the successor state entity approves of the transfer based upon the intended public uses for the property by the Town. The property will substantially benefit the public in the community that Eliza Laby Norton resided in.

VI. CONSIDERATION

77-2-351, MCA provides that the consideration in a transfer of state land to another public entity may be in part or whole a binding commitment to use the real property to provide a community service or benefit that fulfills a public purpose. The determination as to whether a community service or benefit fulfills a public purpose and may in part or whole be the consideration for a transfer is the responsibility of the State Land Board.

The Parties agree that the consideration for the transfer of the real property that is the subject of this Agreement includes the use of the property for the purposes stated in this Agreement.

In addition, further consideration for the transfer is the provision by the Town of access to town services to serve the real property retained by the Department on the north side of Interstate 90. The provision of services by the Town is contingent upon annexation of the property pursuant to the governing legal authorities and the execution of a written annexation agreement as provided in Section VII of this Agreement and the payment by the State or the lessees of the State of all costs related to the extension of town sewer and water services to the property and of all rates and fees for sewer and water services imposed by the Town, including wastewater and water availability charges and hookup fees. Town services for the purposes of this agreement are inclusive of water, sewer, solid waste collection, and any other public services or features that are available from the Town and that are necessary adjuncts to the appropriate development of the property.

The Parties agree that the proposed consideration must be reviewed and approved by the State Land Board.

VII. STATUS OF PROPERTY SITE FOR PURPOSES OF ENVIRONMENTAL AND HISTORICAL SURVEYS

The real property currently is leased by the Town and is actively used as a developed public recreational site.

There have been no prior environmental assessments or historical surveys of the real property.

VIII. OBLIGATIONS OF PARTIES

The Department agrees to seek the assistance, review and approval of the proposed transaction from the State Land Board and other State entities as necessary.

The Department agrees to draft the necessary documents to memorialize the agreement of the Parties as to responsibilities, inform the State Land Board and other State entities of the proposed transaction and to effect the transfer.

The Department is requesting that the Department of Natural Resources & Conservation provide guidance necessary to effect the transfer of the property and to comply with other lawful requirements such as the Montana Environmental Policy Act and the State Antiquities Act.

The Town agrees to obtain and pay the necessary costs of a land survey for the purpose of legally identifying the real property to be transferred.

The Town agrees to obtain and pay the necessary costs of any studies that are necessary for consideration of the transfer by the State Land Board.

The Town agrees upon the request of the State to extend on a timely basis town services, as defined in Section VI of this Agreement, to the remainder of the real property held by the State on the north side of Interstate 90. The Town further agrees that within the scope of its authority and applicable law to facilitate and in no way impede town services connections and other measures necessary to allow the State or its lessees to properly develop the property. This Agreement, of itself, does not obligate the Town to install solely at its own cost any public services or other features necessary for the development of the property or to forego the imposition of the rates and fees normally imposed for the receipt of such services.

The State agrees that at such time as it may request that the Town extend town services to the remainder of the real property

held by the State on the north side of Interstate 90, the Department is to enter into a written agreement with the Town for the annexation of that property into the town limits with the property subject to the normal conditions of the Town's jurisdiction inclusive of rates and fees for sewer and water services.

The Parties agree at such time as the Department decides to proceed on its own or through a long-term lease or leases for the development of the real property held by the Department on the north side of Interstate 90 to enter into an agreement setting forth the conditions of development in relation to town services and such other matters as the Parties may agree need to be resolved for the purposes of such development. The Department agrees that such an agreement, to the extent applicable, is to govern the activities of any lessees. Among the matters that such an agreement must address are the easements for and/or ownership of the trunk lines for services, design for further expansion and connection to such lines to serve the development, recapture from future tie ins to services of the development and other costs for the Department or its lessees, street dedications and/or right of ways, and improvement districts.

IX. CONDITIONS TO BE IMPOSED UPON TRANSFER

The Parties agree that the transfer is subject to the review and approval of the State Land Board and must be conducted in accordance with 77-2-302 and 77-2-351, MCA, the Montana Environmental Policy Act, and the Montana State Antiquities Act.

The Parties agree that the transfer is exclusively for providing a public natural park and for the possible future development of one or more public facilities. Any public facility to be developed must be publicly owned and used on a regular basis for public purposes directly benefiting the public such as educational, institutional, cultural, or other similar activities.

The Town agrees that it may only use the real property for providing a public recreational park and for the possible development of one or more public facilities to be used on a regular basis for public purposes directly benefiting the public such as educational, institutional, cultural, or other similar activities. Any public facility that may be developed must be publicly owned. The facility may be leased by the Town for the purpose of operation to a private entity subject to its use in accordance with the terms of this agreement. The Town further agrees that the deed of transfer is to include a reversionary right for the Department that provides for the reversion of the property to the Department should the Town fail to use the

297466

property for the public purposes allowed for by this agreement and by the conditions placed upon the transfer of the property by the State Land Board.

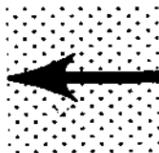
The Town agrees that, in consultation with the Montana Department of Natural Resources & Conservation and other appropriate State entities, it will manage the real property to appropriately protect any natural resources of significance identified upon the property, if feasible, in relation to the public purposes for which the property is to be transferred the Town.

The Town agrees that, in consultation with the Montana Historical Society, it will document any historical sites or values identified upon the real property and will seek to preserve those sites or values, if feasible, in relation to the public purposes for which the property is to be transferred.

Dated 7-15-99

Laurie Ekanger
Laurie Ekanger
Director
Department Of Public Health & Human Services

W. J. Anderson
Mayor
Town Of Columbus



Reviewed and approved for legal content by legal counsel for the Department of Public Health & Human Services.

Cary B. Lund
Cary B. Lund
Legal Counsel
Department Of Public Health & Human Services

Office of Clerk and Recorder
Stillwater County, Montana

I hereby certify that the within instrument was recorded on the
24 day of March A.D. 2000 at 2:35
o'clock P. M. and was duly indexed in Book of DEEDS.

Document # 297466

Janet Robinson Recorder

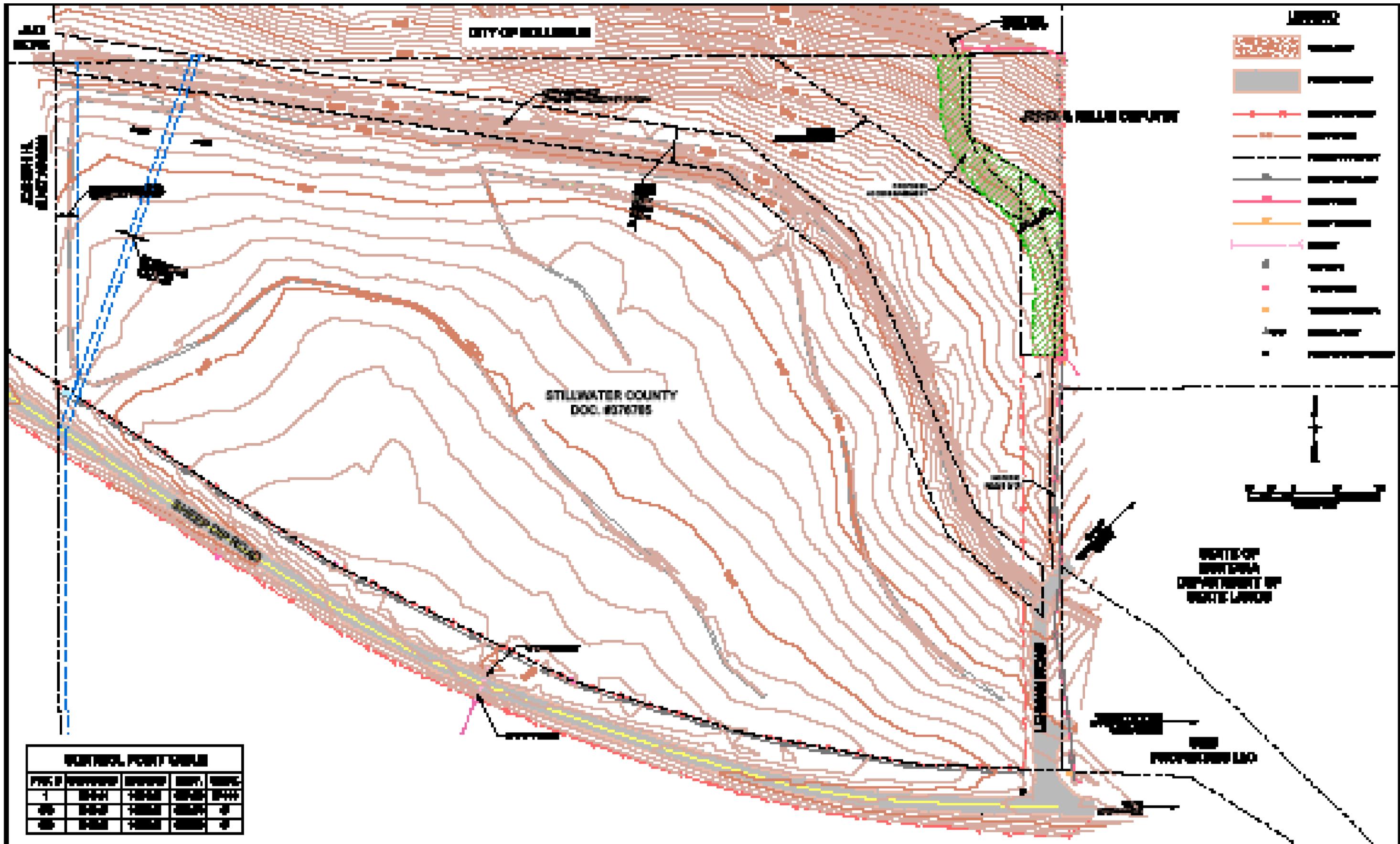
by _____ Deputy

FEE: 54.00 PD # of pages in document 9

RETURN TO: Heard & Howard
Box 926
Columbus, MT 59019



APPENDIX C - CIVIL CONSIDERATIONS DOCUMENTS



VERTICAL POINT TABLE

PTS. #	REVISION	DATE	BY	CHKD
1	ISS	10/20	ISS	ISS
2	ISS	10/20	ISS	ISS
3	ISS	10/20	ISS	ISS

PROJECT NO.	
DATE	
SCALE	
BY	
CHECKED	
DATE	



10/20/2020

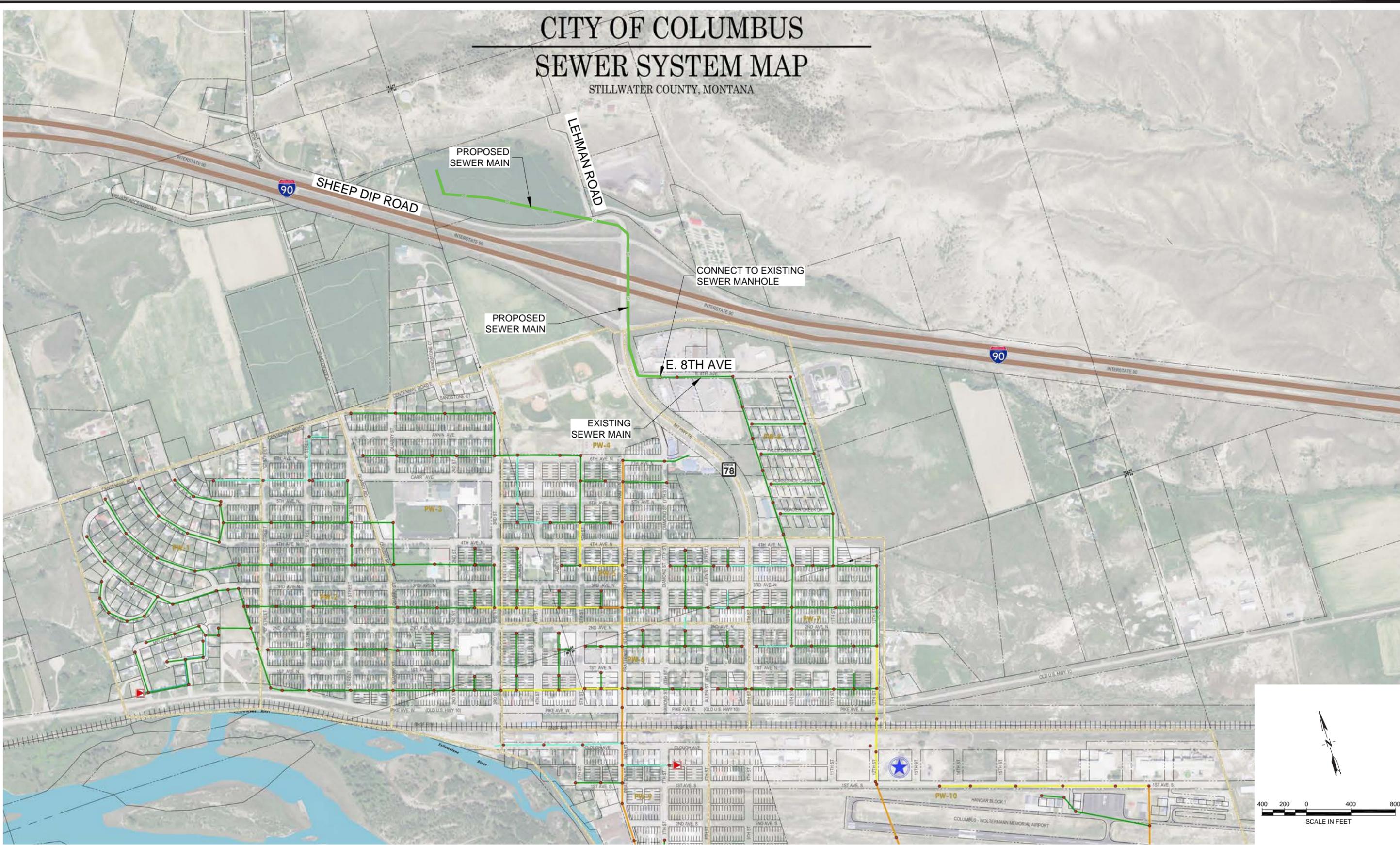
1

STILLWATER COUNTY, MONTANA

CITY OF COLUMBUS

SEWER SYSTEM MAP

STILLWATER COUNTY, MONTANA



REVISIONS		NO.	DESCRIPTION	BY	DATE

VERIFY SCALE!
THESE PRINTS MAY BE REDUCED. LINE BELOW MEASURES ONE INCH ON ORIGINAL DRAWING.
MODIFY SCALE ACCORDINGLY!



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Sheridan, WY 82801
307.672.9310
www.m-m.net

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DRAWN BY: KDK
DSGN. BY: MGH
APPR. BY: MGH
DATE: 7/23/20
Q.C. REVIEW
BY:
DATE:

COLUMBUS

STILLWATER COUNTY FAIRGROUNDS
MONTANA

MASTER PLAN OPTIONS REVIEW
EXHIBIT C
PROPOSED CITY SEWER MAIN EXTENSIONS

PROJECT NUMBER
6005001
SHEET NUMBER
3
DRAWING NUMBER
3



APPENDIX D - 2018 TITLE COMMITMENT



The First American Corporation
Stillwater Abstract & Title Company

Privacy Policy

STILLWATER ABSTRACT & TITLE COMPANY, INC.

21 4th Street
P.O. Box 806
Columbus, MT 59019
Phone: (406) 322-5216 Fax: (406) 322-4465
Email: shelly@stillwaterabstract.com

SC-12517

DATE MAILED: 01/24/2018

COPIES TO: Stillwater County Commissioners
Attn: Mark Crago
mcrago@stillwater.mt.gov

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU!!

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

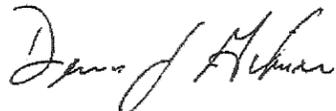
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

Arbitration provision intentionally removed.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
SCHEDULE A	

Transaction Identification Data for reference only:
Issuing Agent: Stillwater Abstract & Title Company, Inc.
Loan ID No.: N/A
Commitment No.: SC-12517
Revision No.:

Issuing Office: 21 4th Street, Columbus, MT 59019
Property Address: N/A

SCHEDULE A

1. **Commitment Date:** 01/12/2018 at 5:00 PM
2. **Policy (or Policies) to be issued:**
 - (a) ALTA @ Owners Policy
Proposed Insured: TBD and agreed to by the Company
Proposed Policy Amount: \$TBD Premium Amount: \$TBD
 - (b) ALTA @ Loan Policy
Proposed Insured: \$ Premium Amount: \$
 - (c) ALTA @ Loan Policy
Proposed Insured: \$ Premium Amount: \$
3. **The estate or interest in the Land described or referred to in this commitment is fee simple.**
4. **Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:**
The State of Montana

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
SCHEDULE A	

5. The Land is described as follows:

Stillwater County, Montana

Twp 2 South, Rge 20 East, MPM
Sec 22: Tract located in E1/2NW1/4 described as the
Southerly 566 feet of Tract D on Certificate of Survey No. 238441

Twp 2 South, Rge 20 East, MPM
Sec 22: NW1/4NW1/4, less Tracts B and C
as shown on Certificate of Survey No. 238141

Twp 2 South, Rge 20 East, MPM
Sec 22: That part of N1/2SW1/4NW1/4
lying Northerly of the Right of Way line of Sheep Dip County Road

First American Title Insurance Company

By: 

Authorized Signatory

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
SCHEDULE BI & BII	

Commitment No.: SC-12517

SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

SCHEDULE B, Part II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

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 First American Title™	ALTA Commitment for Title Insurance
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SCHEDULE BI & BII	

Commitment No.: SC-12517

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any liens, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.
8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
9. **Right of Way Deed executed by State Board of Land Commissioners granted to The State of Water Conservation Board, recorded June 21, 1938 in Deed Book 22, Page 412.**
10. **Right of Way Deed executed by Daniel Nice and Antonia Nice, husband and wife, granted to Town of Columbus, recorded June 9, 1939 in Deed Book 35, Page 361.**
11. **Right of Way Deed executed by Joy Mann and Estelle Mann, husband and wife, and Lewis Mann, single, to State Water Conservation Board, recorded June 1, 1983 in Deed Book 35, Page 33.**
12. **Terms and Conditions of Right of Way Deed executed by Stillwater County, Montana, a political subdivision, to Town of Columbus, Montana, a municipal corporation, recorded June 6, 1985 in Deed Book 94, Page 78.**
13. **Terms and Conditions of Right of Way Deed executed by Columbus Water Users Association, to the Town of Columbus, Montana, a municipal corporation, recorded June 6, 1985 in Deed Book 94, Page 84.**
14. **Terms and Conditions of Right of Way Deed executed by Stillwater County, Montana, and Town of Columbus, Montana, to Columbus Water Users Association, recorded June 6, 1985 in Deed Book 94, Page 90.**
15. **Right of Way Deed executed by State of Montana granted to The Town of Columbus, Montana, recorded August 23, 1985 in Deed Book 94, Page 395.**
16. **Terms and Conditions of Right of Way Deed executed by Town of Columbus, Montana, and Stillwater County, Montana, to Willard Moore and Richard S. Lehmann, recorded July 9, 1987 in Deed Book 97, Page 350.**
17. **Right of Way Deed executed by State of Montana granted to the Montana Power Company, recorded April 6, 2000 under Document No. 297593.**
18. **Right of Way Easement executed by Daniel Nice granted to The Montana Power Co., recorded July 10, 1946 in Deed Book 43, Page 72.**
19. **Terms and Conditions contained in Right-of-Way Easement recorded June 29, 1987 in Deed Book 97, Page 294.**
20. **Subject to easements as shown on Certificate of Survey No. 224237 recorded March 28, 1979.**
21. **Terms and Conditions contained in Agreement executed by and between The Town of Columbus, Montana, and The State of Montana, recorded March 19, 1990 in Deed Book 102, Page 147.**

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
SCHEDULE BI & BII	

Commitment No.: SC-12517

22. **All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Certificate of Survey No. 238441, filed April 21, 1983, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).**

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- C. The means of diversion as herein set forth;
- D. The date on which said notice was set forth;
- E. The name of the appropriator as herein set forth.

6. That the name of the appropriator of said water is the United States Department of Agriculture.

Claiming the same, all and singular, under any and all laws, national and state, and in accordance with the rulings and decisions thereunder in the matter of water rights, together with, all and singular, the hereditaments and appurtenances thereunder belonging and appertaining, or to accrue to the same.

U.S. DEPARTMENT OF AGRICULTURE

By Wilbert A. Rodgers
Its agent in that behalf and thereunto duly
authorized by the Secretary of Agriculture.

State of Montana)
County of Yellowstone) ss Wilbert A. Rodgers, having been first duly sworn, deposes and
says that he is a citizen of the United States and over the
age of 21 years, that on the 20th day of June, 1938, A.D. in the course of his employment
as Administrative Assistant, Bureau of Biological Survey, U.S. Department of Agriculture
he posted the above notice at the place named herein at the point described as the point
of diversion, and that the matters and facts contained in said notice are true.

Wilbert A. Rodgers

Subscribed and sworn to before me this 20th day of June A.D. 1938.

Kathryn Laikaitis
Notary Public for the State of
Montana, Residing at Billings,
Mont.
My commission expires 12-13-38

(Notarial Seal)

Filed for record the 21st day of June 1938 at 10:05 o'clock A.M.

Fred L. Fahri on County Recorder

By Elsie Swan, Deputy

---oOo---

113085 ✓

State Board of Land Commissioners	:	RIGHT OF WAY EASEMENT	RIGHT OF WAY APPLICATION NO. 2946
	:	No. D-2340.	affecting S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 22, Twp 2S, Rge 20 E, STILLWATER COUNTY, MONTANA.
to	:	RIGHT OF WAY DEED	
The State Water Conservation Board	:	IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA	

Rec. 06/21/1938

..... TO ALL TO WHOM THESE PRESENTS SHALL COME:

KNOW YE THAT THE STATE OF MONTANA, in consideration of the sum of THIRTY-NINE AND NO/100 DOLLARS now paid, grants to STATE WATER CONSERVATION BOARD OF THE STATE OF MONTANA a right of way for a CANAL upon and across state lands, as follows:

A tract or strip of land 50 feet wide, 25 feet on each side of a center line described as follows:

Beginning at a point on the West line of Section 22, Township 2 South, Range 20 East., from which the West quarter corner thereof bears S. 0°37' E. 1985.4 feet and running thence S. 82°08' E. 30.0 feet; thence S. 81°42' E., 910.0 feet; thence S. 50°49' E., 192.0 feet; thence S. 23°59' E. 420.0 feet; thence S. 49°40' E. 147.5 feet to a point on the East line of the West Half said Section 22 from which the West quarter corner thereof bears S. 47°02' W. 1832.0 feet and containing 1.95 acres, more or less.

115865

RIGHT OF WAY DEED

Daniel Nice et ux * KNOW ALL MEN BY THESE PRESENTS, that we, Daniel Nice and Antonia
to * Nice, husband and wife, of Columbus, Stillwater County, Montana,
Town of Columbus, * for and in consideration of the sum of One Dollar, lawful money
***** of the United States, to them in hand paid, receipt whereof is
hereby acknowledged, and in further consideration of the covenants hereinafter contained
to be kept and performed, do hereby convey and warrant unto the Town of Columbus, a
municipal corporation, of Stillwater County, Montana, the right to construct, maintain,
operate and remove pipe lines and mains for the transmission of the municipal water supply
of the said Town of Columbus, a strip of land ten feet wide, extending through the
Northwest Quarter of Section Twenty-two in Township Two South of Range Twenty East of the
Montana Principal Meridian, and more particularly described as follows, to-wit:
Beginning at the quarter corner on the West line of Section Twenty-two in Township Two
South of Range Twenty East of the Montana Principal Meridian, thence North 1460.7 feet,
Thence North 20°05' East 553.8 feet to a point on the North Line of said Daniel Nice land;
Thence South 20°05' East 553.8 feet;
Thence South 29°55' East 10 feet; Thence South 1460.7 feet; Thence West 10 feet to the
place of beginning.

As a part of the consideration for this Right of Way the Town of Columbus agrees to tap the
said main in two places, one of which shall be at a place most convenient for connecting
the service line now extending to the residence of the grantors, and to make such
connection, and the other tap shall be located at a point to be designated by grantors;
and in addition thereto to furnish to the grantors, so long as they shall continue to
occupy said premises, the right to use such water as they may require for domestic
purposes free of all costs and charges, and in the event it shall be necessary to enter upon
the lands and premises of the grantors for the purpose of repairing, maintaining or
operating the same mains, to adequately compensate said grantors for any damages occasioned
by such entry, and if the line is removed to leave the said premises in farming condition.
IN WITNESS WHEREOF, THE grantors have hereunto set their hands and seals this 15th day
of June A. D. 1937.

Daniel Nice
Antonia Nice

STATE OF MONTANA)
County of Stillwater) ss On this 15th day of June 1937 before me, E. A. Blenkner,
a Notary Public for the State of Montana personally appeared
Daniel Nice and Antonia Nice, husband and wife, personally known to me to be the persons
whose names are subscribed to the within and foregoing instrument and acknowledged to me
that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and
year in this certificate first above written.

(Notarial Seal)

E. A. Blenkner
Notary Public for the State of
Montana. Residing at Columbus,
Montana. My Commission expires
January 30th, 1938.

Filed for record this 9th day of June, 1939 at 9:10 o'clock A. M.

Fred L. Fahri on County Recorder

---oOo---

RIGHT OF WAY EASEMENT DEED

SWOE Form No.102

Joy Mann & others

to

State Water Conservation Board

Lewis Mann, a single person of Columbus, Montana, do hereby Grant, Bargain, Sell and Convey unto the said STATE WATER CONSERVATION BOARD of the State of Montana, its successors and assigns, that certain tract of land hereinafter described, for a right-of-way for the construction of a Canal for the flow and transmission of water, and the right to repair and maintain the same, the land so conveyed being situate in the County of Stillwater, State of Montana, and more fully described as follows, to-wit:

A strip of land through the SE 1/4 Sec. 22, T. 28. R 20 E as follows:

A strip of land 50.0 feet wide the center line of which is described as follows:

Beginning at a point on the West line of the SE 1/4 Sec. 22, T. 28., R. 20 E., from which the West 1/4 corner of said Sec. 22 bears S. 47° 02' W. 1352.0 feet and running thence S. 49° 40' E., 380.4 feet to a point from which the center of said Sec. 22 bears S. 45° 29' E. 1443.1 feet and containing 0.44 acres, more or less."

for the said State Water Conservation Board, its successors and assigns and its servants, agents and licensees at all times to pass and repass, to, from and upon the same, to build,

KNOW ALL MEN BY THESE PRESENTS: THAT Whereas, The STATE WATER CONSERVATION BOARD of the State of Montana, proposes to construct an irrigation project in the County of Stillwater, State of Montana, to be known as the COLUMBUS IRRIGATION PROJECT.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, receipt of which is hereby acknowledged, Joy Mann and Estella Mann, his wife and

REC. 06/01/1938

DEED RECORD BOOK NO. 35 STILLWATER COUNTY, MONTANA

construct, complete, operate and maintain an irrigation ditch or canal in whatever manner and according to whatsoever regulations said Board may devise or adopt, subject to the following reservations (if any);

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 1st day of June, 1938.

Joy Mann
Estella Mann
Lewis Mann

State of Montana)
County of Stillwater) ss On this 1st day of June A.D., 1938, before me, personally appeared Joy Mann, Estella Mann, his wife and Lewis Mann a single person, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

F.R. Heily
Notary Public for the State of Montana
Residing at Columbus, Mont.
My commission expires July 1, 1939.

(Notarial Seal)

Filed for record the 1st day of June 1938 at 3:00 o'clock P.M.

Fred L. Fahrion County Recorder

By Elsie Swan, Deputy

APPENDIX E - WARRANTY DEED

RIGHT-OF-WAY EASEMENT

THIS AGREEMENT made the 29 day of April, 1985, by and between STILLWATER COUNTY, MONTANA, a political subdivision of the State of Montana, of Columbus, Montana, hereinafter called "COUNTY" and the TOWN OF COLUMBUS, MONTANA, a municipal corporation of Columbus, Montana, hereinafter called "TOWN".

The parties agree as follows:

Section One
CONVEYANCE OF EASEMENT

COUNTY hereby agrees to grant and convey a perpetual easement from the date of this instrument to the TOWN for an easement for the installation, operation and maintenance of water lines below ground and the installation, operation and maintenance of an access road over and across the real property owned by the COUNTY as described in Exhibit A attached hereto and by reference made a part hereof.

Section Two
CONSTRUCTION AND MAINTENANCE

The easement described above shall allow the TOWN to construct a road across the easement described in Exhibit A at the TOWN's sole cost and expense. The TOWN shall also have the right of access to said right-of-way for the repair and maintenance of the said road and for the subsequent installation, if necessary, of water lines and other underground facilities across the easement described in Exhibit A from the TOWN water tank sizer to the TOWN OF COLUMBUS.

Section Three
EXCLUSIVE EASEMENT

The COUNTY hereby grants the easement to the TOWN as an exclusive easement due to the fact that the TOWN will be responsible to construct, install and maintain the roadway within the right-of-way boundaries. The COUNTY does reserve the exclusive right to grant the Columbus Water User's Association or such other organizations or persons the right to use the easement subject to written permission from the COUNTY and the TOWN so as to minimize damage to the roadway or bridge installed across the Columbus Water User's Association ditch or any other damages to the easement by users through COUNTY permission.

Section Four
FENCING

COUNTY hereby grants the authority to the TOWN to fence the right-of-way and install such gates as are necessary to restrict the use of the right-of-way and to protect the TOWN water supply by preventing unauthorized access to the water supply. The TOWN agrees that the COUNTY and its employees and agents will at all times have keys for access for use of the right-of-way by the COUNTY, its employees or agents.

Section Five
EASEMENT TO RUN WITH THE LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their successors or assigns.

Section Six
CONSIDERATION

The TOWN agrees to pay to the COUNTY the sum of TEN DOLLARS (\$10.00) for this easement. The obligation of the TOWN to pay this amount of money is conditioned on the COUNTY having the legal right, in the opinion of the County Attorney, to grant the easement to the TOWN.

Section Seven
PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY

Any liability of the parties for personal injury to any workman, employees or agents as a result of or arising out of the use, repair or maintenance of the right-of-way under this agreement shall be borne by and be the responsibility of the parties whose employees, agents or representatives occasion said liability. Each party hereto will carry liability insurance in an amount necessary to protect themselves from suits, claims and costs of action occurred through their own negligence or negligence attributable to them.

Section Eight
INDEMNITY

Each party to this agreement agrees to pay for any damage to the road, bridge, fence or other improvements occasioned by their employees, agents or representatives. Each party agrees to indemnify the other against all liability for injuries to persons or property when such injuries or damage shall arise from, arise out of, or be attributable to use of the easement by the respective

parties to this agreement or persons having their written consent
IN WITNESS WHEREOF the parties have executed this agreement
at Columbus, Montana, the day and year first above written.

STILLWATER COUNTY COMMISSIONERS

Lois Van Every
Chairman

ATTEST:

Lois Van Every
Clerk and Recorder

TOWN OF COLUMBUS

By *Oliver V. Berglund*
Mayor

ATTEST:

Oliver V. Berglund
Town Clerk

STATE OF MONTANA)
County of Stillwater) ss.

On this 19 day of April, 1985, before me, a Notary Public
for the State of Montana, personally appeared *Lois Van Every*
and LOIS VAN EVERY, Chairman of the Stillwater County Commis-
sioners and the Stillwater County Clerk and Recorder respectively,
known to me to be the persons whose names are subscribed to the
within and foregoing instrument and acknowledged to me that they
executed the same for and on behalf of Stillwater County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my Notarial Seal the day and year in this certificate first above
written.

Richard M. Hand
Notary Public for the State of
Montana, Residing at Columbus,
Montana. My commission expires
December 17, 1986

STATE OF MONTANA)
County of Stillwater) ss.

On this 17th day of April, 1985, before me, a Notary Public
for the State of Montana, personally appeared ROBERT C. KEM and
OLIVE V. BERGLUND, Mayor and Town Clerk respectively, known to
me to be the persons whose names are subscribed to the within and
foregoing instrument and acknowledged to me that they executed
the same for and on behalf of the Town of Columbus.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my Notarial Seal the day and year in this certificate first above
written.

Richard M. Hand
Notary Public for the State of
Montana, Residing at Columbus,
Montana. My commission expires
December 17, 1986.

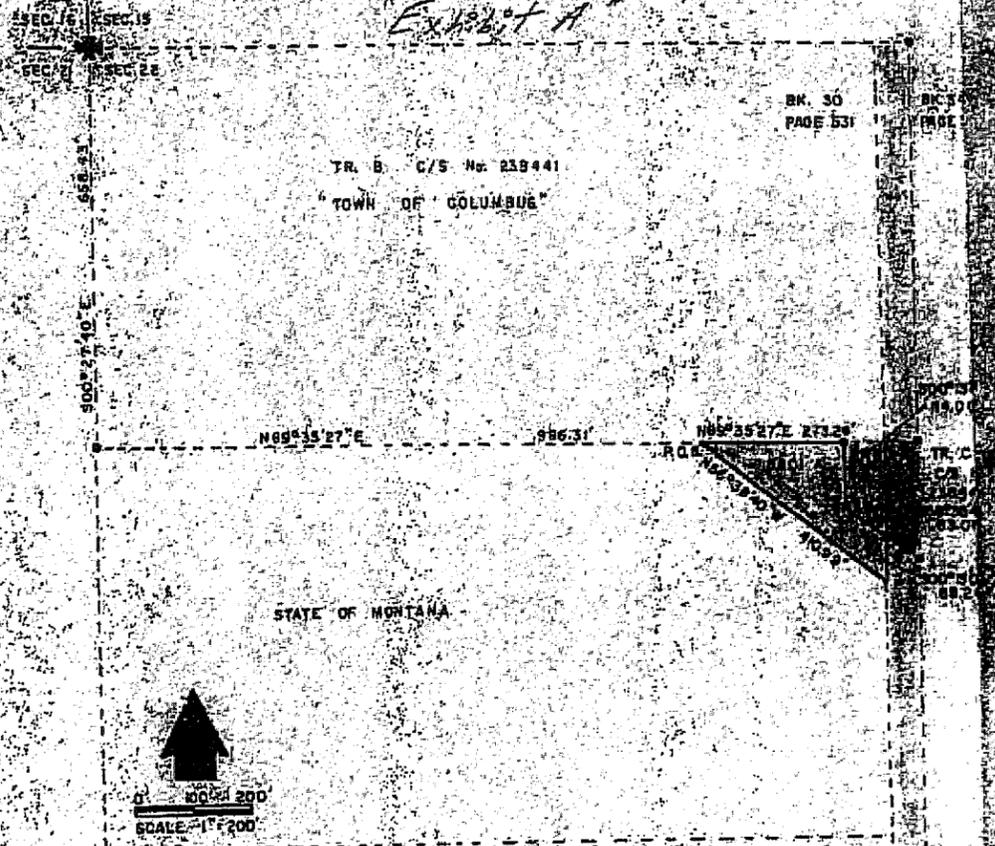
Reference Copy

SURVEYED FOR TOWN OF COLUMBUS

BY: KELLY LAND SURVEYING
COLUMBUS, MONTANA

● DENOTES SURVEY POINTS SET ON PREVIOUS SURVEYS

Exhibit A



STATE OF MONTANA



DESCRIPTION OF EASEMENT
 COMMENCING AT THE N.W. CORNER OF SECTION 22, T25, R20E, P.14M.,
 STILLWATER COUNTY, MONTANA, THENCE 500.27' 10\"/>

I, RONALD A. MATTERS, REGISTERED LAND SURVEYOR OF FISHTAIL, MONTANA
 CERTIFICATE OF REGISTRATION NO. 9985 DO HEREBY CERTIFY THAT ON MARCH
 21, 1985 THE EASEMENT SURVEY WAS COMPLETED UNDER MY SUPERVISION AND
 THAT SAID EASEMENT SURVEY CORRECTLY SHOWS THE LOCATION OF THE EASEMENT
 ON THE GROUND TOGETHER WITH THE COURSES AND DISTANCES OF THE BOUNDARIES.

Ronald A. Matters
 RONALD A. MATTERS PLS. NO. 9985

*State Land
 Stillwater County
 Resurvey Land*

OFFICE OF CLERK AND RECORDER
 STILLWATER COUNTY, MONTANA
 I hereby certify that the within instrument was
 filed in my office on this day of
 MARCH 1985 at Stillwater,
 Montana, and was duly recorded in
 Book No. 94 of said County, at page 82.
 Clerk and Recorder
 J. C. [Name] Deputy
 Notary
 Not. of Record in Office
 For 94
 Columbus, Mo 65019

RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made the 22nd day of April, 1985, by and between COLUMBUS WATER USER'S ASSOCIATION, Columbus, Montana, hereinafter called "ASSOCIATION"; and

The TOWN OF COLUMBUS, MONTANA, a municipal corporation, of Columbus, Montana, hereinafter called "TOWN".

W I T N E S S E T H:

WHEREAS, the TOWN owns real property described as Tract B on Certificate of Survey No. 238441, situated in TOWNSHIP 2 SOUTH, RANGE 20 EAST, N.P.M., Section 22, Stillwater County, Montana; and

WHEREAS, the TOWN requires access to the TOWN property by virtue of an easement across land belonging to Stillwater County commencing on the I-90 frontage road as shown on Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, the TOWN wishes to construct a new easement for both water pipe line installation and road access purposes across Tract D as shown on Certificate of Survey No. 238441; and

WHEREAS, the Columbus Water User's Association owns or has an easement for a strip of land fifty feet (50') in width which intersects Tract D as shown on Exhibit A for use and operation of the Columbus Water User's Canal.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations and the mutual covenants and agreements contained herein, it is MUTUALLY AGREED as follows:

That the ASSOCIATION grants a permanent easement and right-of-way to the TOWN for a strip of land 56.888 feet in width across the Columbus Water User's Canal as shown in Exhibit A together with the right to install a bridge and the necessary bridge abutments and supports in or upon the Columbus Water User's Canal subject to approval of the abutment and bridge design by the Stillwater County Soil Conservation Work Unit Office.

As additional consideration for obtaining said easement the TOWN hereby agrees as follows:

1. To be responsible for cleaning under the bridge as erected as and when requested by the COLUMBUS WATER USERS' ASSOCIATION Board of Directors.

2. To install any water lines to be constructed by the TOWN across the ASSOCIATION's right-of-way at least four feet (4') below the bottom of the ASSOCIATION's ditch.

3. To limit the maximum width of any bridge to be constructed by the TOWN within the right-of-way to twenty feet (20').

4. To erect access gates if fences are erected along the COUNTY right-of-way from the I-90 frontage road to north of the ASSOCIATION's right-of-way, so that gates are located on both the north and south banks of the ASSOCIATION's canal at least sixteen feet (16') in width in each fence now existing or erected in the future to facilitate movement of vehicles and equipment along both ditch banks by the ASSOCIATION, its agents or employees.

IT IS FURTHER AGREED that if traffic control gates are installed at any point across the right-of-way or on either side of the bridge or on the bridge itself, the TOWN will supply the designated representative of the ASSOCIATION with keys as and when necessary for the use of said right-of-way.

This grant of easement for road access and pipeline purposes shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their successors or assigns.

As further consideration for obtaining this Easement, the TOWN grants to the ASSOCIATION the right to use the bridge to be constructed for ASSOCIATION purposes. The ASSOCIATION may not grant the right to use the right-of-way and bridge to be constructed to any persons, firms or corporations other than for the use of the ASSOCIATION, its employees or agents pursuing lawful business of the ASSOCIATION and not the private business of the members of the ASSOCIATION.

Each party to this agreement agrees to pay for any damage to the road, bridge, fence or other improvements occasioned by their employees, agents or representatives.

Any liability of the parties for personal injury to any workmen, employees, agents or guests as a result of arising out of the use, repair or maintenance of the right-of-way and bridge described in this agreement shall be borne by and be the responsibility of the parties whose employees, agents, representatives or guests occasion said liability.

Each party agrees to indemnify the other against all liability for injuries to persons or property when such injuries or damage shall arise from, arise out of, or be attributable to use of the easement by the respective parties to this agreement or persons having their written consent.

IT IS FURTHER AGREED that this Easement is contingent upon the right of STILLWATER COUNTY to grant the TOWN access across that 56.888 foot wide strip of land from the I-90 frontage road designated as Tract D on Certificate of Survey No. 238441. If for any reason the right-of-way easement from STILLWATER COUNTY, MONTANA, to the TOWN OF COLUMBUS dated April 19, 1985, is cancelled by mutual agreement of the parties or terminated by decision of a Court of the State of Montana, then this Right-of-Way Easement from the ASSOCIATION to the TOWN shall terminate and expire as of the same time.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COLUMBUS WATER USERS' ASSOCIATION,
A Montana corporation

ATTEST:

Richard K. Kovanda
Secretary

By Richard K. Kovanda

TOWN OF COLUMBUS

ATTEST:

Olive V. Bergland
Town Clerk

By Olive V. Bergland
Mayor

STATE OF MONTANA)
County of Stillwater) ss.

On this 5 day of ~~April~~^{June}, 1985, before me, a Notary Public for the State of Montana, personally appeared KEVIN KOVANDA and Wadeen Kovanda, President and Secretary respectively of COLUMBUS WATER USERS' ASSOCIATION, a Montana corporation, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Richard K. Kovanda
Notary Public for the State of
Montana. Residing at Columbus,
Montana. My commission expires
8-17-87

STATE OF MONTANA)
County of Stillwater) ss.

On this 5 day of ~~April~~^{June}, 1985, before me, a Notary Public for the State of Montana, personally appeared ROBERT C. REM and OLIVE V. BERGLAND, Mayor and Town Clerk respectively, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same for and on behalf of the Town of Columbus.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Richard K. Kovanda
Notary Public for the State of
Montana. Residing at Columbus,
Montana. My commission expires
December 17, 1986.

RIGHT-OF-WAY EASEMENT

THIS AGREEMENT made the 5th day of June, 1985, by and between STILLWATER COUNTY, MONTANA, a political subdivision of the State of Montana, hereinafter called "COUNTY", and the TOWN OF COLUMBUS, MONTANA, a municipal corporation, hereinafter called "TOWN", both as parties of the first part; and

COLUMBUS WATER USERS' ASSOCIATION of Columbus, Montana, hereinafter called "ASSOCIATION", being the party of the second part.

WITNESSETH:

Pursuant to the authority contained in that certain Right-of-Way Easement dated the 17th day of April, 1985, between COUNTY and TOWN, the COUNTY and TOWN hereby grant a permanent easement and right-of-way to the COLUMBUS WATER USERS' ASSOCIATION for ingress and egress across that certain 56.888 foot wide strip of land designated as Tract D as shown on Certificate of Survey No. 230441, for ingress and egress from I-90 frontage road adjoining the south line of said Tract D to the north and south banks of the COLUMBUS WATER USERS' ASSOCIATION canal as said canal intersects and passes through Tract D.

Parties of the first part grant a permanent easement to the party of the second part subject to the terms and conditions contained in the Right-of-Way Easement dated the 17th day of April, 1985, between STILLWATER COUNTY, MONTANA, and the TOWN OF COLUMBUS, and that subsequent Right-of-Way Easement dated the 27th day of April, 1985, between COLUMBUS WATER USERS' ASSOCIATION and the TOWN OF COLUMBUS.

The ASSOCIATION may not grant the right to use the right-of-way and bridge to be constructed to any persons, firms or corporations other than for the use of the ASSOCIATION, its employees or agents pursuing lawful business of the ASSOCIATION, and not the private business of the members of the ASSOCIATION.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STILLWATER COUNTY, MONTANA

By [Signature]
Chairman, Stillwater County Commissioners

ATTEST:

[Signature]
Clerk and Recorder

TOWN OF COLUMBUS

By [Signature]
Mayor

ATTEST:

[Signature]
Town Clerk

COLUMBUS WATER USERS' ASSOCIATION

By [Signature]

ATTEST:

[Signature]
Secretary

STATE OF MONTANA)
County of Stillwater) ss.

On this 5th day of June, 1985, before me, a Notary Public for the State of Montana, personally appeared Frank Rickman Jr. and LOIS VAN EVERY, Chairman of the Stillwater County Commissioners and the Stillwater County Clerk and Recorder respectively, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same for and on behalf of Stillwater County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of Montana, Residing at Columbus, Montana. My commission expires Dec 12, 1986

STATE OF MONTANA)
) ss.
County of Stillwater)

On this 24 day of June, 1985, before me, a Notary Public for the State of Montana, personally appeared ROBERT C. KEM and OLIVE V. BERGLAND, Mayor and Town Clerk respectively, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same for and on behalf of the Town of Columbus.

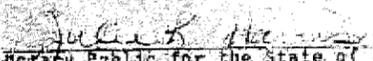
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.


Notary Public for the State of Montana, Residing at Columbus, Montana. My commission expires December 17, 1986.

STATE OF MONTANA)
) ss.
County of Stillwater)

On this 5 day of June, 1985, before me, a Notary Public for the State of Montana, personally appeared Kevin Kwanza and Walter Kwanza, President and Secretary respectively of COLUMBUS WATER USERS' ASSOCIATION, a Montana corporation, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.


Notary Public for the State of Montana, Residing at Columbus, Montana. My commission expires 8.1.87.

OFFICE OF CLERK AND RECORDER
STILLWATER COUNTY, MONTANA
I hereby certify that the within instrument was filed in this office for record the 5th day of June A.D. 1985 at 10:10 o'clock A.M. and was duly recorded in Book 94 of Deeds on page 90
Linda Taboony Recorder
By Patricia M. [unclear] Deputy

to the
at: 501 State Bar Office
Box 926
Columbus, MT 59019

246475

RIGHT OF WAY APPLICATION NO. 9266
AFFECTING THE NE 1/4, SEC. 22, TWP.
25, RGE. 20E., STILLWATER COUNTY,
MONTANA.

BOOK 94 PAGE 395

No. D-8358

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
NINE HUNDRED TWO AND NO/100 Dollars

now paid; grants to THE TOWN OF COLUMBUS, MONTANA
a right of way for a ROAD ACCESS AND INSTALLATION OF A WATER MAIN

upon and across state lands, as follows:

A tract or strip of land in the NW 1/4, Section 22, Township 2 South, Range 20 East, Principal Meridian Montana, Stillwater County, Montana, more particularly described as follows:

A tract or strip of land of variable widths described as follows:
Commencing at the Northwest Corner of Section 22; thence South 00° 27' 40" East 658.43 feet; thence North 89° 35' 27" East 986.31 feet to the True Point of Beginning; thence North 89° 35' 27" East 273.24 feet; thence South 00° 13' 00" East 114.00 feet; thence South 56° 38' 40" East 83.06 feet; thence South 00° 13' 00" East 68.26 feet; thence North 56° 38' 40" West 410.99 feet to the Point of Beginning.

The above described right of way contains a total of 0.6801 acre, more or less.

Provided, however, that the right of way granted herein does not interfere with grantor and its successors, assigns, lessees or other parties authorized to use State lands, in their right, at all times to go upon, cross and recross the land covered by said right of way and any road thereon, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to the grantee.

Provided, further, that this right of way deed is granted under the express condition that the grantee's exercise of the rights herein granted shall not interfere with the grantor's use of the adjacent land.

The grantee herein specifically agrees that the said 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, except the roadway, 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 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 pipeline resulting from the occupancy, use and enjoyment of the surface of the right of way hereby granted.

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 agreed by the grantee that all areas, except the roadway use, that is disturbed shall be backfilled, graded, and revegetated 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.

Provided, further, that the right of way deed granted herein shall be assignable by The Town of Columbus only with the written approval of the Commissioner, Department of State Lands.

Provided, further, that the grantee shall assume responsibility for all noxious weed control within the right of way corridor. This includes prevention and eradication through methods approved by the State of Montana, Department of State Lands.

The grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, Part 4, MCA.

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.

In addition to the consideration recited above, The Town of Columbus has paid to the State of Montana a deed fee of \$25.00.

Provided, however, that this is a private right of way and is not exclusive and grantee shall 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.

2963 RV-2

OFFICE OF CLERK AND RECORDER STILLWATER COUNTY, MONTANA

I hereby certify that the within instrument was filed in this office for record the 23rd day of August A. D. 1985 at 4:12 o'clock P. M. and was duly recorded in Book 94 of Deeds on page 395.
Lois VanEvery Recorder
By: Christine Houghton Deputy

No fee
Ret. to: City Clerk
Box 575
Columbus, Mt 59019

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 23rd day of

AUGUST A. D. 1985



James D. ... Governor of the State of Montana
ATTEST: Jim Walters Secretary of State
Countersigned by Chris ... Commissioner of State Lands

2963 RV-2

RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made the 18th day of June, 1987, by and between the TOWN OF COLUMBUS, MONTANA, a municipal corporation of Columbus, Montana, hereinafter referred to as "TOWN"; and STILLWATER COUNTY, MONTANA, a political subdivision of the State of Montana, hereinafter referred to as "COUNTY"; both as parties of the first part; and

WILLARD MOORE of Columbus, Montana, hereinafter referred to as "MOORE"; and RICHARD S. LEHMANN of 2205 Rosewyn, Billings, Montana, hereinafter referred to as "LEHMANN", being the parties of the second part.

WITNESSETH:

WHEREAS, the COUNTY owns real property located in Township 2 South, Range 20 East, MPH, Section 22, Stillwater County, Montana, shown as Tract D on Certificate of Survey No. 238441, hereinafter referred to as "COUNTY property"; and

WHEREAS, the COUNTY has granted the TOWN an exclusive easement over, under and across said COUNTY property pursuant to the terms and conditions of that certain Right-of-Way Easement between the TOWN and COUNTY dated April 19, 1985, and recorded in Book 94 at page 98, records of Stillwater County, Montana; and

WHEREAS, LEHMANN is the owner of record of that certain five (5) acre tract of land located in the E1/4 of Section 22, Township 2 South, Range 20 East, as shown on Certificate of Survey No. 219646 as evidenced by Warranty Deed recorded in Book 84, page 882; and

WHEREAS, LEHMANN is purchasing from JOSEPH H. GUSTAFSON and GRACE E. GUSTAFSON that certain tract of land in the NW1/4 and the E1/4 of Section 22 in Township 2 South, Range 20 East, as shown on Certificate of Survey No. 224237 as evidenced by Notice of Purchaser's Interest recorded in Book 85 at page 17; and

WHEREAS, the two LEHMANN tracts shall hereinafter be referred to as the "LEHMANN property"; and

WHEREAS, MOORE and LEHMANN desire access from the I-90 frontage road to the LEHMANN property across the COUNTY property.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable considerations, and the mutual covenants and agreements contained herein it is mutually agreed as follows:

1. The COUNTY and TOWN grant an easement and right-of-way to MOORE and LEHMANN over and across that 56.888 feet wide portion of the COUNTY property located between the south line of the COUNTY property and the south boundary

line of the COLUMBUS WATER USERS' ASSOCIATION ditch easement which intersects the COUNTY property.

2. The easement and right-of-way are granted subject to the terms and conditions of the Right-of-Way Easement dated April 19, 1985, between the TOWN and the COUNTY recorded in Book 94 at page 78, and subject to the terms and conditions of the Right-of-Way Easement dated June 5, 1985, between the TOWN and COUNTY and the COLUMBUS WATER USERS' ASSOCIATION recorded in Book 94 at page 90, records of Stillwater County, Montana.

3. Subject to the conditions contained herein, all of the parties hereto and their agents, representatives, employees, tenants, licensees, business customers, and invitees shall have the right to use the access road to be built within the easement.

4. The easement and right-of-way granted herein shall be for motor vehicles and horse-drawn vehicles, horses, other livestock, and pedestrian traffic.

5. MOORE and LEHMANN shall maintain and operate the easement and right-of-way in such a manner that the operation thereof will in no way burden or keep the COUNTY, TOWN and COLUMBUS WATER USERS' ASSOCIATION from their proper and reasonable use and enjoyment of the COUNTY property subject to said easement.

6. The following conditions precedent must be met and satisfied by MOORE and LEHMANN before their invitees and business customers shall be permitted to use the easement and right-of-way:

(a) MOORE and LEHMANN shall make application for a Stillwater County driveway approach permit and shall be bound by and shall comply with the terms and conditions of the application form and of the permit, as granted by the Stillwater County Road Supervisor, and shall construct and install their road access approach to the I-90 frontage road in conformance with Stillwater County policy for Approaches and Approach Permit Specifications.

(b) MOORE and LEHMANN shall construct their access road within said easement in conformance with Stillwater County design standards for roads within rural subdivisions.

(c) MOORE and LEHMANN shall obtain and maintain in effect liability insurance coverage for any personal injury or property damage arising out of or as a result of their use of said easement and right-of-way. Said insurance shall be written with a limit of liability of not less than \$500,000.00 for all damages arising out of bodily injury, including death, at any time resulting

therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000.00 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000.00 aggregate for any such damages sustained by two or more persons in any one accident. The TOWN and COUNTY shall be named as additional named insureds on said insurance coverage. MOORE and LEHMANN shall provide the Stillwater County Clerk and Recorder and the Town Clerk with copies of the insurance coverage showing the same to be currently in effect and shall maintain proof of said coverage at all times. If MOORE and LEHMANN fail to provide the Stillwater County Clerk and Recorder and Town Clerk with proof of said insurance coverage, the easement and right-of-way shall be immediately revoked and terminated.

(d) MOORE and LEHMANN shall maintain their access road at their expense. Maintenance is to include, without limiting the generality of the foregoing, the following:

- (1) Maintaining the road surface in a condition satisfactory to the TOWN and COUNTY;
- (2) Removing all paper, debris, filth and refuse to the extent reasonably necessary to keep the easement and right-of-way in a clean and orderly condition;
- (3) Purchasing, installing and replacing any traffic control and directional signs, markers, and lines required by the COUNTY and TOWN. All signage must be provided in conformance with the Manual of Uniform Traffic Control Devices.
- (4) Operating, keeping in repair, and replacing where necessary such artificial lighting facilities as shall reasonably be required; and
- (5) Maintaining adequate drainage and keeping the area free of snow and ice as shall reasonably be required.

7. MOORE and LEHMANN agree to indemnify and hold the TOWN and COUNTY harmless for any injury or damage arising out of or as a result of their use of said easement and right-of-way.

8. This easement and right-of-way are for the benefit of and appurtenant to the LEHMANN property and shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors, grantees and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument this 18th day of June, 1987.

STILLWATER COUNTY COMMISSIONERS

By: Carl R. Williams
Acty Chairman

ATTEST:

By: Lain Jan Evers
Clerk and Recorder

TOWN OF COLUMBUS

By: Richard S. Lehmann
Mayor

ATTEST:

By: Ronald D. Bandt
Town Clerk

Willard Moore
Willard Moore

Richard S. Lehmann
Richard S. Lehmann

STATE OF MONTANA)
County of Stillwater) ss.

On this 18th day of June, before me, a Notary Public for the State of Montana, personally appeared Earl R. Adams and LOIS VAN EVERY, Chairman of the Stillwater County Commissioners and the Stillwater County Clerk and Recorder respectively, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same for and on behalf of Stillwater County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Douglas D. Howard
Notary Public in and for the State of Montana. Residing at Columbus, Montana. My commission expires Nov. 15, 1988.

STATE OF MONTANA)
County of Stillwater) ss.

On this 18th day of June, 1987, before me, a Notary Public for the State of Montana, personally appeared ROBERT C. KEM and RONALD D. BARNDT, Mayor and Town Clerk respectively, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same for and on behalf of the Town of Columbus.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Douglas D. Howard
Notary Public in and for the State of Montana. Residing at Columbus, Montana. My commission expires November 15, 1988.

STATE OF MONTANA)
County of Stillwater) ss.

On this 18th day of June, 1987, before me, a Notary Public for the State of Montana, personally appeared WILLARD MOORE, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Douglas D. Howard
Notary Public in and for the State of Montana. Residing at Columbus, Montana. My commission expires November 15, 1988.

STATE OF MONTANA)
County of Stillwater) ss.

On this 18th day of June, 1987, before me, a Notary Public for the State of Montana, personally appeared RICHARD S. LEHMANN, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Douglas D. Howard
Notary Public in and for the State of Montana. Residing at Columbus, Montana. My commission expires Nov. 15, 1988.

BOOK 97 PAGE 356

OFFICE OF CLERK AND RECORDER
STILLWATER COUNTY, MONTANA
I hereby certify that the within instrument was
filed in this office for record the 9th day
of July A.D. 1987 at 8:13
o'clock AM and was duly recorded in
Book 97 of Deeds on page 356
By Janet Ann Curry Recorder
Deputy

Fees: None
Ret: Stillwater County
Columbus, MT 59019

297593

Right of Way Application No. 11304
Affecting a 20-foot strip of land
in SW¼NW¼ (Line "A") and NW¼SW¼
(Line "B"), Sec. 22, Twp. 2S, Rge.
20E
Stillwater County, Montana

CHECKED ✓
INDEXED ✓
SCANNED ✓

EASEMENT NO. D-10261

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 Nine Hundred Thirty-Nine and No/100 Dollars (\$939.00) now paid, grants to Montana Power Company (hereinafter referred to as "Grantee") a right of way for an overhead 100 kv electric transmission line with a 50 kv distribution underbuild upon and across State lands, as follows:

A 20-foot strip of land in SW¼NW¼ (Line "A") and NW¼SW¼ (Line "B"), Section 22, Township 2 South, Range 20 East, Principal Meridian Montana, Stillwater County, Montana, more particularly described as follows:

A tract or strip of land 20 feet wide, 10 feet on each side of a centerline described as follows:

LINE "A":

Beginning at a point on the West boundary line of Section 22, which bears N00°16'59"W 1133.66 feet from the West Quarter corner of said Section 22; thence S56°40'30"E 95.15 feet, thence S51°48'35"E 114.17 feet to a point on the North boundary line of Plat No. 209368 (filed in the Stillwater County courthouse), which bears N10°32'15"E 1010.99 feet from said Quarter corner.

The above-described right of way contains 0.096 acre, more or less.

LINE "B":

Beginning at a point on the East-West mid-section line of said Section 22, which bears S89°49'39"E 1194.01 feet from said West Quarter corner of said Section 22; thence S42°53'30"E 24.90 feet; thence S54°24'42"E 34.58 feet to a point on the Southerly right of way line of Interstate Highway No. 90 which bears S88°42'34"E 1219.20 feet from said West Quarter corner.

The above-described right of way contains 0.027 acre, more or less.

The combined total of the above-described right of way contains 0.12 acre, 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, Section 22-3, Parts 4 and 8 which may also be referred to as the Human Skeletal Remains and Burial Site Protection Act.

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.

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.

The State of Montana hereby grants unto the Montana Power Company the right of ingress to and egress from this right of way over adjoining lands of the State of Montana using existing roads and trails where practicable. In the event Montana Power Company finds it necessary to reconstruct any existing road or trail or to construct a temporary road into the transmission line, they must contact the State for approval prior to beginning any construction activities. The State may impose additional stipulations and/or require additional compensation as a condition of approval.

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 illustrated in "Suggested Practices for Raptor Protection of Power Lines" (Raptor Research Report No. 4, Raptor Research Foundation, Inc., 1981). A copy of this report can be obtained by writing Raptor Research Foundation, Department of Veterinary Biology, University of Minnesota, St. Paul, Minnesota 55108.

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. 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, 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 25th day of February, A.D. 2000.



.....*Mark R. ...*.....
Governor of the State of Montana

ATTEST:
.....*Victoria ...*.....
Secretary of State

Countersigned by
.....*Arlo R. ...*.....
Director, Department of Natural Resources and Conservation

.....*Laura ...*.....
Director, Department of Public Health and Human Services

Office of Clerk and Recorder
Stillwater County, Montana
I hereby certify that the within instrument was recorded on the
6 day of APRIL A.D. 2000 at 8:02
o'clock A.M. and was duly indexed in Book of DEEDS
297593
.....*Joak ...*..... Recorder
.....*...*..... Deputy
FEE: \$ 18.00 PD

RETURN TO: Montana Power Company
40 E. Broadway St
Butte, MT 59701-9945

---oOo---
136851 ✓

Right of Way Easement

Daniel Nice * W.O. 3-14172
To * Daniel Nice A widower of Columbus, Montana, in
The Montana Power Co. * consideration of One & No/100 Dollars, and other good
***** and valuable consideration, in hand paid, the receipt
of which is hereby acknowledged, grants, conveys, and warrants to THE MONTANA POWER
COMPANY, a corporation, whose postoffice address is Butte, Montana, the right to
construct, maintain, operate and remove an electric transmission system and
telephone system, as now surveyed and located over, along and across that certain
real property, located in Stillwater County, Montana, and particularly described as
follows, to-wit:

Electric line across the S W 1/4 of N W 1/4 of Sec. 22,
Township 2 S, Range 20 E

WITNESS my hand this 27th day of June, 1946

Daniel Nice

STATE OF MONTANA,)
County of Stillwater) ss. On this 27th day of June, in the year 1946, before
me, Paul E. Schmitt, Notary Public in and for the
State aforesaid, personally appeared Daniel Nice known to me to be the person whose
name is subscribed to the within instrument and acknowledged to me that he executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal
on the day and year in this certificate first above written.

DEED RECORD BOOK NO. 43
STILLWATER COUNTY, MONTANA

(Notarial Seal)

Paul E. Schmidt
Notary Public for the State of Montana,
Residing at Columbus, Montana.
My Commission Expires Aug. 19, 1947.

Filed for record the 10 day of July, 1946 at 4:05 P.M.

Fred L. Fahrion, County Recorder

By Elsie Swan, Deputy

Recording Fee \$1.00 /

---oOo---

RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made the 18th day of June, 1987, by and between the TOWN OF COLUMBUS, MONTANA, a municipal corporation of Columbus, Montana, hereinafter referred to as "TOWN"; and STILLWATER COUNTY, MONTANA, a political subdivision of the State of Montana, hereinafter referred to as "COUNTY"; both as parties of the first part; and

WILLARD MOORE of Columbus, Montana, hereinafter referred to as "MOORE"; and RICHARD S. LEHMANN of 2205 Rosewyn, Billings, Montana, hereinafter referred to as "LEHMANN", being the parties of the second part.

WITNESSETH:

WHEREAS, the COUNTY owns real property located in Township 2 South, Range 20 East, MPH, Section 22, Stillwater County, Montana, shown as Tract D on Certificate of Survey No. 238441, hereinafter referred to as "COUNTY property"; and

WHEREAS, the COUNTY has granted the TOWN an exclusive easement over, under and across said COUNTY property pursuant to the terms and conditions of that certain Right-of-Way Easement between the TOWN and COUNTY dated April 19, 1985, and recorded in Book 94 at page 98, records of Stillwater County, Montana; and

WHEREAS, LEHMANN is the owner of record of that certain five (5) acre tract of land located in the E1/4 of Section 22, Township 2 South, Range 20 East, as shown on Certificate of Survey No. 219646 as evidenced by Warranty Deed recorded in Book 84, page 882; and

WHEREAS, LEHMANN is purchasing from JOSEPH H. GUSTAFSON and GRACE E. GUSTAFSON that certain tract of land in the NW1/4 and the E1/4 of Section 22 in Township 2 South, Range 20 East, as shown on Certificate of Survey No. 224237 as evidenced by Notice of Purchaser's Interest recorded in Book 85 at page 17; and

WHEREAS, the two LEHMANN tracts shall hereinafter be referred to as the "LEHMANN property"; and

WHEREAS, MOORE and LEHMANN desire access from the I-90 frontage road to the LEHMANN property across the COUNTY property.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable considerations, and the mutual covenants and agreements contained herein it is mutually agreed as follows:

1. The COUNTY and TOWN grant an easement and right-of-way to MOORE and LEHMANN over and across that 56.888 feet wide portion of the COUNTY property located between the south line of the COUNTY property and the south boundary

line of the COLUMBUS WATER USERS' ASSOCIATION ditch easement which intersects the COUNTY property.

2. The easement and right-of-way are granted subject to the terms and conditions of the Right-of-Way Easement dated April 19, 1985, between the TOWN and the COUNTY recorded in Book 94 at page 78, and subject to the terms and conditions of the Right-of-Way Easement dated June 5, 1985, between the TOWN and COUNTY and the COLUMBUS WATER USERS' ASSOCIATION recorded in Book 94 at page 90, records of Stillwater County, Montana.

3. Subject to the conditions contained herein, all of the parties hereto and their agents, representatives, employees, tenants, licensees, business customers, and invitees shall have the right to use the access road to be built within the easement.

4. The easement and right-of-way granted herein shall be for motor vehicles and horse-drawn vehicles, horses, other livestock, and pedestrian traffic.

5. MOORE and LEHMANN shall maintain and operate the easement and right-of-way in such a manner that the operation thereof will in no way burden or keep the COUNTY, TOWN and COLUMBUS WATER USERS' ASSOCIATION from their proper and reasonable use and enjoyment of the COUNTY property subject to said easement.

6. The following conditions precedent must be met and satisfied by MOORE and LEHMANN before their invitees and business customers shall be permitted to use the easement and right-of-way:

(a) MOORE and LEHMANN shall make application for a Stillwater County driveway approach permit and shall be bound by and shall comply with the terms and conditions of the application form and of the permit, as granted by the Stillwater County Road Supervisor, and shall construct and install their road access approach to the I-90 frontage road in conformance with Stillwater County policy for Approaches and Approach Permit Specifications.

(b) MOORE and LEHMANN shall construct their access road within said easement in conformance with Stillwater County design standards for roads within rural subdivisions.

(c) MOORE and LEHMANN shall obtain and maintain in effect liability insurance coverage for any personal injury or property damage arising out of or as a result of their use of said easement and right-of-way. Said insurance shall be written with a limit of liability of not less than \$500,000.00 for all damages arising out of bodily injury, including death, at any time resulting

therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000.00 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000.00 aggregate for any such damages sustained by two or more persons in any one accident. The TOWN and COUNTY shall be named as additional named insureds on said insurance coverage. MOORE and LEHMANN shall provide the Stillwater County Clerk and Recorder and the Town Clerk with copies of the insurance coverage showing the same to be currently in effect and shall maintain proof of said coverage at all times. If MOORE and LEHMANN fail to provide the Stillwater County Clerk and Recorder and Town Clerk with proof of said insurance coverage, the easement and right-of-way shall be immediately revoked and terminated.

(d) MOORE and LEHMANN shall maintain their access road at their expense. Maintenance is to include, without limiting the generality of the foregoing, the following:

- (1) Maintaining the road surface in a condition satisfactory to the TOWN and COUNTY;
- (2) Removing all paper, debris, filth and refuse to the extent reasonably necessary to keep the easement and right-of-way in a clean and orderly condition;
- (3) Purchasing, installing and replacing any traffic control and directional signs, markers, and lines required by the COUNTY and TOWN. All signage must be provided in conformance with the Manual of Uniform Traffic Control Devices.
- (4) Operating, keeping in repair, and replacing where necessary such artificial lighting facilities as shall reasonably be required; and
- (5) Maintaining adequate drainage and keeping the area free of snow and ice as shall reasonably be required.

7. MOORE and LEHMANN agree to indemnify and hold the TOWN and COUNTY harmless for any injury or damage arising out of or as a result of their use of said easement and right-of-way.

8. This easement and right-of-way are for the benefit of and appurtenant to the LEHMANN property and shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors, grantees and assigns.

BOOK 97 PAGE 297
IN WITNESS WHEREOF, the parties have executed this instrument this 18th day of June, 1987.

STILLWATER COUNTY COMMISSIONERS

By: Carl R. Adams
Chairman

ATTEST:

By: Lain Van Emery
Clerk and Recorder

TOWN OF COLUMBUS

By: Phil Allen
Mayor

ATTEST:

By: Ronald D. Brandt
Town Clerk

Willard Moore
Willard Moore

Richard S. Lehmann
Richard S. Lehmann

STATE OF MONTANA)
County of Stillwater) ss.

On this 18th day of June, before me, a Notary Public for the State of Montana, personally appeared Earl R. Adams and LOIS VAN EVERY, Chairman of the Stillwater County Commissioners and the Stillwater County Clerk and Recorder respectively, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same for and on behalf of Stillwater County, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Douglas D. Howard
Notary Public in and for the State of Montana. Residing at Columbus, Montana. My commission expires Nov. 15, 1988.

STATE OF MONTANA)
County of Stillwater) ss.

On this 18th day of June, 1987, before me, a Notary Public for the State of Montana, personally appeared ROBERT C. KEM and RONALD D. BARNDT, Mayor and Town Clerk respectively, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same for and on behalf of the Town of Columbus.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Douglas D. Howard
Notary Public in and for the State of Montana. Residing at Columbus, Montana. My commission expires November 15, 1988.

STATE OF MONTANA)
County of Stillwater) ss.

On this 18th day of June, 1987, before me, a Notary Public for the State of Montana, personally appeared WILLARD MOORE, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Douglas D. Howard
Notary Public in and for the State of Montana. Residing at Columbus, Montana. My commission expires November 15, 1988.

STATE OF MONTANA)
County of Stillwater) ss.

On this 18th day of June, 1987, before me, a Notary Public for the State of Montana, personally appeared RICHARD S. LEHMANN, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



Douglas D. Howard
Notary Public in and for the State of Montana. Residing at Columbus, Montana. My commission expires Nov. 15, 1988.

OFFICE OF CLERK AND RECORDER
STILLWATER COUNTY, MONTANA

I hereby certify that the within instrument was filed in this office for record the 29th day of June A.D. 1987 at 11:30 o'clock A.M. and was duly recorded in Book 97 of Deeds on page 294
Lois VanEvery Recorder
By Suzanne Bell Deputy

Fee: \$40.00 Pd.
Ret. to: Rich Lehmann
P.O. Box 21217
Billings, Montana 59104

OCOR 97 PAGE 300

- To be filled in by Stillwater County Road Supervisor -
 Approach Permit for Property North of Interstate on-off Ramp
 APPROACH STRUCTURE(S)

ROUTE NO. _____ DISTRICT Columbus NO. _____ MILEPOST _____
 COUNTY Stillwater PROJECT DR. Rte. Ind. Approach

DRAINAGE AS DETERMINED BY COUNTY ROAD SUPERVISOR
56.87 Ft Wide Drive Approach Approved
 Type _____ Size _____ Length _____

6-22-87 Date
[Signature]
 Approach Application Approved
 By County Road Supervisor

SET TAB STOPS AT ARROWS

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY Baker Agency 1643 Lewis Ave. Billings, Montana 59102		COMPANIES AFFORDING COVERAGES COMPANY LETTER A D. S. F. & O. COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E	
NAME AND ADDRESS OF INSURED Rich Lehmann 2205 Hohewyn Lane Billings, Montana 59102			

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force as this date. Notwithstanding any endorsement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (\$00)				
				EACH OCCURRENCE	AGGREGATE	PER ANNUAL PERIOD		
A	GENERAL LIABILITY	CIP 092186226	1/12/88	<input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES-OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY ONLY O. L. & T. Limb				
	AUTOMOBILE LIABILITY							
	EXCESS LIABILITY							
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY							
	OTHER							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
 It is understood and agreed that the Town of Columbus, Montana and Stillwater County, Columbus, Montana is used as an additional insured as respects 56.888 feet of County property located between South line of County Property and South Boundary of Columbus Water Users Assoc. ditch easement which intersects county property.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

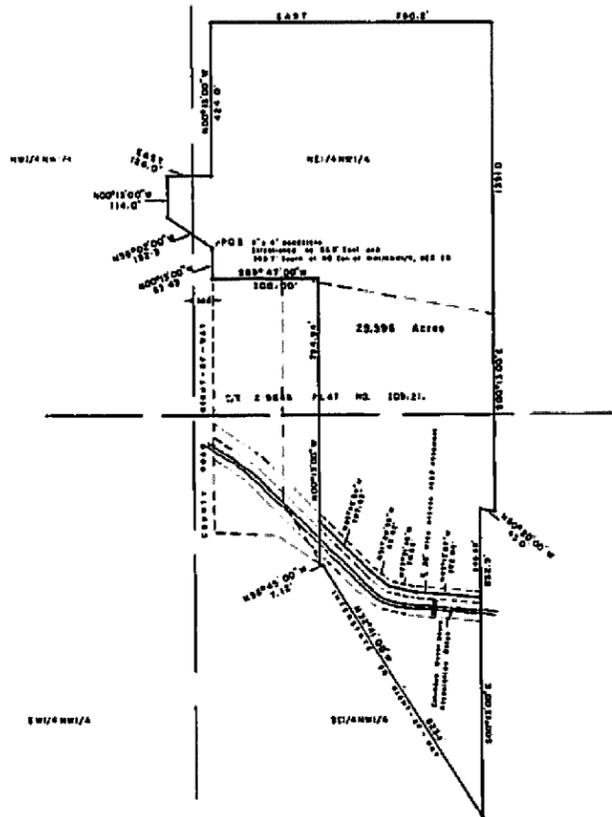
NAME AND ADDRESS OF CERTIFICATE HOLDER Town of Columbus Montana Stillwater County Columbus, Montana	DATE ISSUED June 29, 1987 <u>[Signature]</u> Baker Agency AUTHORIZED REPRESENTATIVE
---	---

CERTIFICATE OF SURVEY

THE REMAINDER OF PLAT NO. 20113
 LOCATED IN
 THE NW1/4NW1/4, NE1/4NW1/4 AND SE1/4NW1/4, SECTION 22, T2S, R20E, PMM,
 STILLWATER COUNTY, MONTANA

224337

SURVEYED FOR JOE GUSTAFSON
 OWNER OF RECORD
 BY WACO
 COLUMBUS, MONTANA



224337
 Joe Gustafson

STATE OF MONTANA)
)
 COUNTY OF STILLWATER)

I, RONALD A. MATTERS, REGISTERED LAND SURVEYOR OF FEETAIL, MONTANA,
 CERTIFICATE OF REGISTRATION NO. 2965, DO HEREBY CERTIFY THAT A SURVEY UNDER
 MY SUPERVISION WAS COMPLETED MARCH 20, 1978 OF THE TRACT OF LAND DESCRIBED
 ON THE ACCOMPANYING PLAT AND THAT SAID PLAT CORRECTLY SHOWS THE POSITION
 OF SAID TRACT ON THE GROUND TOGETHER WITH THE COURSES AND DISTANCES OF THE
 BOUNDARIES THEREOF.

DATED THIS 20TH DAY OF MARCH, 1978.

Ronald A. Matters
 RONALD A. MATTERS, LAND SURVEYOR

Witness my hand and seal
 this 21st day of March, 1978
 at Helena, Montana

DESCRIPTION OF SURVEY

BEGINNING AT POINT NO. 1 ON THE EASTERN RIGHT-OF-WAY OF A COUNTY ROAD,
 PLAT NO. 20113, WHICH IS A 4" x 4" SANDSTONE SET WITH 12" ABOVE GROUND,
 ESTABLISHED BY PREVIOUS SURVEY AS BEING 58.8 FEET EAST AND 865.1 FEET
 SOUTH OF THE NE CORNER OF THE MAIN, SEC 22, T2S, R20E, PMM, STILLWATER
 COUNTY, THENCE 156°02'00"W 122.5 FEET, THENCE 100°11'00"W 116.0 FEET,
 THENCE EAST 120.0 FEET, THENCE 100°11'00"W 424.00 FEET, THENCE EAST 180.0
 FEET, THENCE 100°11'00"W 1131.0 FEET, THENCE 100°20'00"W 45.0 FEET, THENCE
 100°11'00"E 592.9 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE
 15, THENCE 152°41'00"W 825.1 FEET ALONG SAID RIGHT-OF-WAY, THENCE 158°45'00"W
 1.12 FEET, THENCE LEAVING SAID RIGHT-OF-WAY 100°11'00"W 186.24 FEET, THENCE
 100°11'00"W 100.00 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF A COUNTY
 ROAD, THENCE ALONG SAID RIGHT-OF-WAY 100°11'00"W 81.67 FEET TO THE POINT
 OF BEGINNING AND CONTAINING 23.396 ACRES ALONG WITH AND SUBJECT TO ANY
 EXISTING EASEMENTS.

260704

BOOK 102 PAGE 147

AGREEMENT

THIS AGREEMENT made the 27th day of February, 1990, by
 and between THE TOWN OF COLUMBUS, MONTANA, a municipal corporation, of
 Columbus, Montana, hereinafter called "TOWN"; and

THE STATE OF MONTANA, by and through THE MONTANA DEPARTMENT OF
 HIGHWAYS, hereinafter called "STATE";

WITNESSETH:

WHEREAS, the TOWN was granted a perpetual, exclusive easement
 pursuant to the terms and conditions of those certain Right-of-Way
 Easement agreements dated April 19, 1985, April 29, 1985, and June 5,
 1985, and recorded in Book 94 of Deeds at pages 78-83, 84-89, and 90-93,
 respectively, records of Stillwater County, Montana, for the
 installation, operation, and maintenance of waterlines below ground and
 the installation, operation, and maintenance of an access road over and
 across real property described as Tract D on Certificate of Survey
 No. 238441 situated in the E1/4NW1/4 of Section 22, Township 2 South, Range
 20 East, P.M.M., Stillwater County.

WHEREAS, the STATE owns that certain tract of land described as
 Tract 1 on Certificate of Survey No. 258521 situated in the E1/4NW1/4 of
 Section 22, Township 2 South, Range 20 East, P.M.M., Stillwater County;
 and

WHEREAS, it is the STATE's intent to construct a maintenance
 facility site upon said tract of land owned by the STATE; and

WHEREAS, the STATE wishes to obtain access to its property across
 the said tract of land encumbered by a perpetual easement granted to the
 TOWN; and

WHEREAS, the TOWN is willing to agree that the TOWN's easement
 referred to above shall hereafter be considered a perpetual,
 non-exclusive easement as to the southerly 566 feet of Tract D as shown
 on Certificate of Survey No. 238441, records of Stillwater County,
 Montana.

NOW, THEREFORE, in consideration of the sum of THREE HUNDRED
 DOLLARS (\$300.00) and other good and valuable considerations, and the
 mutual covenants and agreements contained herein, it is mutually agreed
 as follows:

- 1) The TOWN hereby agrees that the TOWN's easement referred to
 above shall no longer be considered an exclusive easement, but
 shall hereafter be considered a perpetual, non-exclusive easement
 as to the southerly 566 feet of Tract D as shown on Certificate of
 Survey No. 238441, records of Stillwater County, Montana, provided
 however, that the TOWN hereby specifically reserves and retains all
 of its rights acquired under the Right-of-Way Easement agreements
 referred to above and provided further that the TOWN's easement and
 right-of-way over and across the remaining, northerly portion of
 said Tract D shall continue to be an exclusive easement and
 right-of-way.
- 2) The STATE agrees it shall not interfere with the retained
 right of the TOWN, its successors, and assign to use of the TOWN's
 easement and right-of-way for access, at all times, to go upon,
 cross and recross; and the TOWN reserves the rights to install,
 construct, and maintain, if necessary, waterlines and other under-
 ground facilities under and across said southerly 566 feet of Tract
 D, on Certificate of Survey 238441.
- 3) The STATE shall be solely responsible for any reconstruction,
 maintenance, and repair of the roadway presently located over and
 across said southerly 566 feet of Tract D on Certificate of Survey
 No. 238441.

4) No time shall the STATE park machinery, equipment, or vehicles upon the southerly 566 feet of Tract D, on Certificate of Survey No. 238441.

5) The STATE shall erect a four foot (4') high chain link fence with gated access around the grave site which is situated within said southerly 566 feet of Tract D on Certificate of Survey No. 238441.

6) The STATE shall erect fence along the boundaries of said southerly 566 feet of Tract D on Certificate of Survey No. 238441 described as follows:

- A) West Boundary - construct 566 feet of four barb wire fence with wood or steel posts to be set 16 1/2 feet apart.
- B) Easterly Boundary - common to state land described as Tract 1 on Certificate of Survey No. 258521, construct 4 barb wire fence with wood or steel posts to be set 16 1/2 feet apart or chain link security fence with necessary gates. The STATE shall have the option to provide the type of fence and gates at this location.
- C) Easterly boundary - common to the southerly 40 feet of Tract 2 on Certificate of Survey No. 258521. Construct 4 barb wire fence with wood or steel posts to be set 16 1/2 feet apart with a drop wire gate.
- D) Northerly boundary of said southerly 566 feet of Tract D on Certificate of Survey No. 238441, install 4 barb wire fence with wood or steel posts to be set 16 1/2 feet apart with a 16-foot steel gate.

7) The STATE shall have the right to use the existing bridge across the Columbus Water Users' canal, subject to the approval of the Columbus Water Users' Association. The TOWN MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SUITABILITY OF THE EXISTING BRIDGE FOR THE STATE'S PURPOSES. The STATE agrees to pay for any damage to the existing bridge occasioned by its employees, agents, representatives, invitees, or visitors. Subject to the approval of the Columbus Water Users' Association, the STATE shall have the right to remove the existing bridge and replace it with a new bridge of equal or greater size. The STATE shall be solely responsible for the design, construction, installation, maintenance, and repair of the new bridge. The STATE shall provide the TOWN with an alternate access across the Columbus Water Users' canal while the new bridge is being installed. The TOWN shall have the right to use the new bridge for its purposes.

8) The STATE shall indemnify and hold the TOWN harmless from any and all liability, loss or damage the TOWN may suffer as a result of claims, demands, costs, including its reasonable attorney's fees, or judgments against it, arising from this discharge of easement.

9) All of the terms of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF COLUMBUS

By Robert C. Kern
Mayor

ATTEST:

Ronald D. Barad
Town Clerk

STATE OF MONTANA by and through
MONTANA DEPARTMENT OF HIGHWAYS

By Charles R. Rickert

STATE OF MONTANA)
County of Lewis & Clark) ss.

On this 1st day of March, 1990, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jack R. Rickert, known to me to be the Chief Right of Way Bureau of the State of Montana, Montana Department of Highways, that executed the within instrument and acknowledged to me that he/they executed the same for and on behalf of the State of Montana, Montana Department of Highways

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



John H. Portch
Notary Public for the State of Montana
Residing at Helena, Montana.
My commission expires Feb 7, 1991.

STATE OF MONTANA)
County of Stillwater) ss.

On this 27th day of February, 1990, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert C. Kern and Ronald D. Barad, known to me to be the Mayor and Town Clerk respectively, of the Town of Columbus, Montana, that executed the within instrument and acknowledged to me that they executed the same for and on behalf of the Town of Columbus, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Douglas D. Howard
Notary Public for the State of Montana
Residing at Columbus, Montana.
My commission expires Nov 16, 1991.

OPN:2-dh:mb:576/dd

OFFICE OF CLERK AND RECORDER
STILLWATER COUNTY, MONTANA

I hereby certify that the within instrument was filed in this office for record the 15th day of March A.D. 1990 at 2:53 o'clock P.M., and was duly recorded in Book 102 of Deeds on page 147
By Lois Van Every Recorder
Bessie Rott Deputy

RECORDED
INDEXED
COMPARED
PAGE
PLATTED

Fee: \$15.00 Pd.
Ret. to: Montana Dept. of Highways
ATTN: Joe Michielletti
2701 Prospect
Helena, Mt. 59620

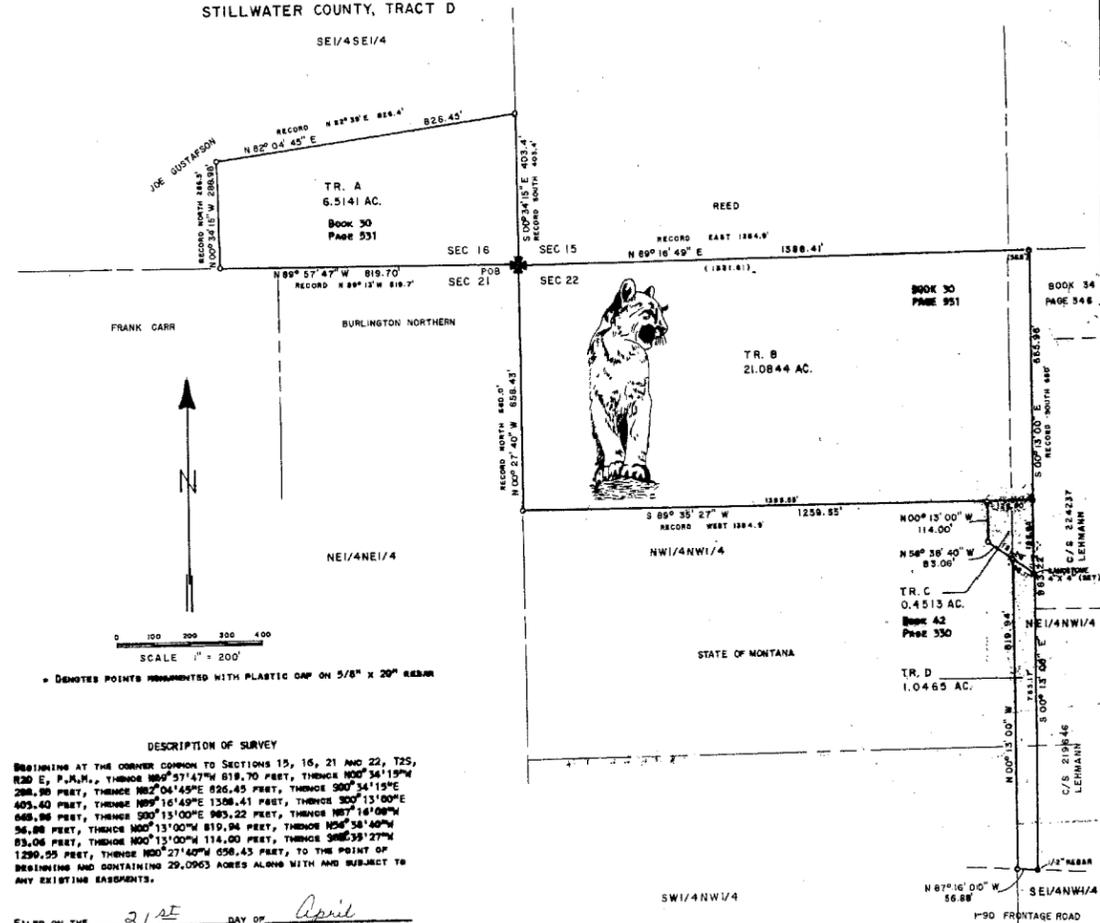
EPH 24
114 B
TOWN OF COLUMBUS

CERTIFICATE OF SURVEY
TRACTS OF LAND
IN

THE SE1/4SE1/4, SECTION 16 AND THE NW1/4NW1/4, NE1/4NW1/4,
AND THE SE1/4NW1/4 OF SECTION 22, T 2 S, R 20E, P.M.M.
STILLWATER COUNTY, MONTANA

SURVEYED FOR THE TOWN OF COLUMBUS
OWNERS OF RECORD: TOWN OF COLUMBUS, TRACTS A AND B
RICHARD S. LEHMANN, TRACT C
STILLWATER COUNTY, TRACT D

BY KELLY LAND SURVEYING
COLUMBUS, MONTANA



DESCRIPTION OF SURVEY
BEGINNING AT THE CORNER COMMON TO SECTIONS 15, 16, 21 AND 22, T2S, R20E, P.M.M., THENCE S69°57'47"W 819.70 FEET, THENCE N00°54'15"W 284.90 FEET, THENCE N02°04'45"E 826.45 FEET, THENCE S00°54'15"W 405.40 FEET, THENCE N09°16'40"E 1328.41 FEET, THENCE S00°13'00"E 668.86 FEET, THENCE S00°13'00"E 965.22 FEET, THENCE N87°14'00"W 56.88 FEET, THENCE N00°13'00"W 819.94 FEET, THENCE N58°58'40"W 83.04 FEET, THENCE N00°13'00"W 114.00 FEET, THENCE S88°59'27"W 1290.55 FEET, THENCE N00°27'40"W 656.45 FEET, TO THE POINT OF BEGINNING AND CONTAINING 29.0963 ACRES ALONG WITH AND SUBJECT TO ANY EXISTING EASEMENTS.

FILED ON THE 21st DAY OF April
A.D. 1995 AT 10:00 O'CLOCK A M.
Lois Van Every
COUNTY CLERK AND RECORDER
BY _____ DEPUTY

NOTES OF THE SURVEY
TRACTS A AND B ARE DEPENDENT REMAINS OF TRACTS DESCRIBED IN BOOK OF DEEDS 30, PAGE 351, ON FILE WITH THE CLERK AND RECORDER OF STILLWATER COUNTY, MONTANA AND ARE NOT SUBJECT TO REVISION IN ACCORDANCE WITH MONTANA TITLE 70-2-206, M.C.L.A. PROVIDING FOR EXEMPTION FOR CONVEYANCES SURVEYED PRIOR TO JULY 1, 1974.

TRACTS C AND D ARE TO BE USED FOR RIGHT-OF-WAY PURPOSES AND ARE EXEMPT FROM REVISION IN ACCORDANCE WITH MONTANA TITLE 70-2-206, M.C.L.A. PROVIDING FOR EXEMPTION FOR CONVEYANCES SURVEYED PRIOR TO JULY 1, 1974.

TRACT C IS A DEPENDENT REMAIN OF A TRACT DESCRIBED IN BOOK OF DEEDS 42, PAGE 350. TRACT D WAS CREATED BY MONTANA TITLE 70-2-206, M.C.L.A. THIS ALL TRACTS DESCRIBED ON THIS SURVEY DONE UNDER RETRADEMENT SURVEYS OF EXISTING PARCELS OF LAND, APR 9, 1906.

STATE OF MONTANA
COUNTY OF STILLWATER

I, RONALD A. MATTHEWS, REGISTERED LAND SURVEYOR OF FESSENDEN, MONTANA, CERTIFICATE OF REGISTRATION NO. 9005, DO HEREBY CERTIFY THAT ON OCTOBER 18, 1982, THE SURVEY WAS COMPLETED UNDER MY SUPERVISION OF THE TRACT OF LAND DESCRIBED ON THE ACCOMPANYING PLAT AND THAT SAID PLAT CORRECTLY SHOWS THE POSITION OF SAID TRACT ON THE GROUND TOGETHER WITH THE COURSES AND DISTANCES OF THE BOUNDARIES THEREOF.

DATED THIS 18TH DAY OF OCTOBER, 1982.
Ronald A. Matthews
RONALD A. MATTHEWS, LAND SURVEYOR

Return to:
Stillwater County
PO Box 970
Columbus, MT 59019

376785 DEEDS Page: 1 of 2
STATE OF MONTANA STILLWATER COUNTY
RECORDED: 10/16/2019 2:57 PM KOI: WARRANTY DEED
Heidi Stadel CLERK AND RECORDER
Fee: 14.00 BY: Heidi Stadel
TO: STILLWATER COUNTY P.O. BOX 970 COLUMBUS, MT 59019

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, THE STATE OF MONTANA, of Post Office Box 4210, Helena, Montana 59604, hereby grants unto STILLWATER COUNTY, of Post Office Box 970, Columbus, Montana 59019, the real property in Stillwater County, Montana, particularly described as:

Twp 2 South, Rge 20 East, MPM
Sec 22: Tract located in E1/2NW1/4 described as the
Southerly 566 feet of Tract D on Certificate of Survey No. 238441

Twp 2 South, Rge 20 East, MPM
Sec 22: NW1/4NW1/4, less Tracts B and C
as shown on Certificate of Survey No. 238441

Twp 2 South, Rge 20 East, MPM
Sec 22: That part of N1/2SW1/4NW1/4
lying Northerly of the Right of Way line of Sheep Dip County Road

TO HAVE AND TO HOLD unto the Grantee, and to its successors and assigns forever, SUBJECT TO THE FOLLOWING:

- (a) Reservations and exceptions in patents from the United States and the State of Montana;
- (b) All existing easements and right-of-ways and appurtenances thereto, as now located on, over, under and across the property whether shown by public record or visually discernible upon the property;
- (c) Mineral and royalty reservations and conveyances of records and oil and gas and other hydrocarbon leases of record;

SC-12517

- (d) All taxes, charges, and assessments, matured or unmatured, of whatever nature, lawfully laid against or imposed upon said property, for the year 2019 and all subsequent years;
- (e) All building, use, zoning, sanitary and environmental restrictions;
- (f) All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by public record; and
- (g) County road rights-of-way not recorded and indexed as a conveyance in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or anywise appertaining.

EXCEPT with reference to items referred to in paragraphs (a) through (g) inclusive, this Deed is given with the usual covenants expressed in M.C.A. § 30-11-110.

IN WITNESS WHEREOF, the Grantor executes this instrument this 10 day of October, 2019.

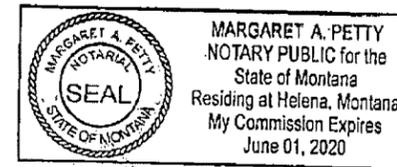
GRANTOR: THE STATE OF MONTANA

By:
Its:

Sheila Hogan
Director DPHHS

STATE OF MONTANA)
COUNTY OF LEWIS & CLARK)SS

The foregoing Warranty Deed was acknowledged before me by SHEILA HOGAN
the DIRECTOR OF DPHHS of THE STATE OF MONTANA, this 10th day of October, 2019.



Margaret A. Petty
Notary Public



APPENDIX F - ARCHITECTURAL PROGRAMMING DOCUMENT

FACILITIES PROGRAM



FACILITIES PROGRAMMING OVERVIEW

Stillwater County government plans to relocate the Stillwater County Fairgrounds from its current location in downtown Columbus to a 20 acre site located North of I-90 on Sheep Dip Road. None of the existing fairgrounds facilities or structures will be relocated. The facilities to be included at the new site include the appropriate site improvements including utilities, on-site driveways, public parking and a separate service area to facilitate livestock and exhibit vehicles. A new livestock / exhibit building, arena area, a future events center and an Extension and Weed Department Office with an attached exhibit hall. The fairgrounds will also be used as an emergency shelter / staging area.

The project will be designed and constructed in the following phases:

PHASE 1

- Events Center Design
- Weed department Facilities
- Livestock / Exhibit Building
- Fairgrounds site work

PHASE 2

- Demolition and other new facilities at the existing fairgrounds

PHASE 3

- Demolition and renovations/ additions at Courthouse

PHASE 4

- Library, Extension Office and archives

PHASE 5

- Fairgrounds arena
- Events Center



CHARLES D. SMITH ARCHITECTURE & PLANNING, LLC

FACILITIES PROGRAMMING SUMMARY

FACILITY ID#	DESCRIPTION	SF	ACRES
1.	Site Development		20 AC
2.	Access Roads & Public Parking		Verify
3.	Service Drive & Service Courtyard		Verify
4.	Livestock Building	19,000 SF	
5.	Exhibit Building	9,000 SF	
6.	Events Center Design	24,000 SF	
7.	Arena	35,000 SF	
8.	Weed Department Buildings	Verify	

FACILITIES PROGRAMMING FORM

Space Name: Site Development (Phase 1)

Space ID #: 1

Description: Grading and other infrastructure needed for the Fairgrounds Site.

1. Rough grading of the majority of the 20-acre site.
2. Removal of 6" to 1' of topsoil or non-load bearing soils at the proposed building pads. Verify if existing soils will accommodate grass parking.
3. Finish grading and landscaping.
4. Verify if perimeter security fencing is required.
5. Extension of water line from existing well, gas, electrical service and telephone lines (all underground) to the building pads.
6. Verify the type of sanitary sewer system to be used and if an additional water supply will be needed. The Weed Building and Maintenance Building will have a separate sanitary sewer system and storm water retention area.
7. The County Weed Building and Maintenance Facility will be located north of the irrigation channel.
8. If the irrigation is left open as is, a vehicular bridge will be needed to connect the Weed and Maintenance Buildings with the Fairgrounds Service Area.
9. An opportunity exists to save the mature trees located along the irrigation ditch.
10. Future improvements to Gates Road (currently a private road) connecting to Rapelje Road is a consideration in the future to improve traffic flow.
11. Provide 25 RV hook-ups near the rodeo arena on the south side of the irrigation channel.
12. Future expansion of the Fairgrounds to the adjacent property to the west may be a long-term possibility.

FACILITIES PROGRAMMING FORM

Space Name: Public Parking (Phase 1)

Space ID #: 2

Description: Paved and grass parking for the general public.

1. Paved driveway connections between Sheep Dip Road and the parking areas.
2. A combination of paved, gravel and grass parking should be considered for the general public.
3. Consider paved or gravel driveways in the grass parking areas. The grass parking areas will reduce the storm water retention area requirements.
4. Provide general site lighting in the parking and service areas.

FACILITIES PROGRAMMING FORM

Space Name: Service Drive and Service Courtyard (Phase 1)

Space ID #: 3

Description: This area is to be located at the rear of the proposed buildings.

1. A paved service drive will connect Lehmann Road to the service courtyard.
2. The service courtyard at the rear of the proposed buildings will be paved or graveled.
3. Provide general site lighting in the service areas.

FACILITIES PROGRAMMING FORM

Space Name: Livestock Building (Phase 1)

Space ID #: 4

Description: A pre-engineered multi-purpose facility primarily used for livestock shows but can also be used as overflow exhibit or meeting space from the attached exhibition center.

Size: 19,000 SF (this is a portion of a 42,000 SF- 50,000 SF combined facility with the exhibit building)

Function/Proposed Uses: Livestock show and sales and exhibitions

Materials: _____

Floor: Smooth finished concrete floor

Walls: Masonry up to 8'. Vinyl covered insulation will be located above the masonry.

Ceiling: Exposed clear span steel structure, vinyl covered insulation.

Doors: 28' to bottom of the steel structure. Metal personnel doors. '14x14' roll up service doors.

Utilities: _____

Elect: Four plexes (115v) on retractable reels. Color corrected LED lighting

HVAC: Ducted HVAC system

Plumbing: Wash racks- 16 spaces in an enclosed space with '12x12'

overhead doors at either end. Provide adequate width to allow for cars to enter for washdown.

Fire Protection: Yes

Tel: Yes

Sound System: No

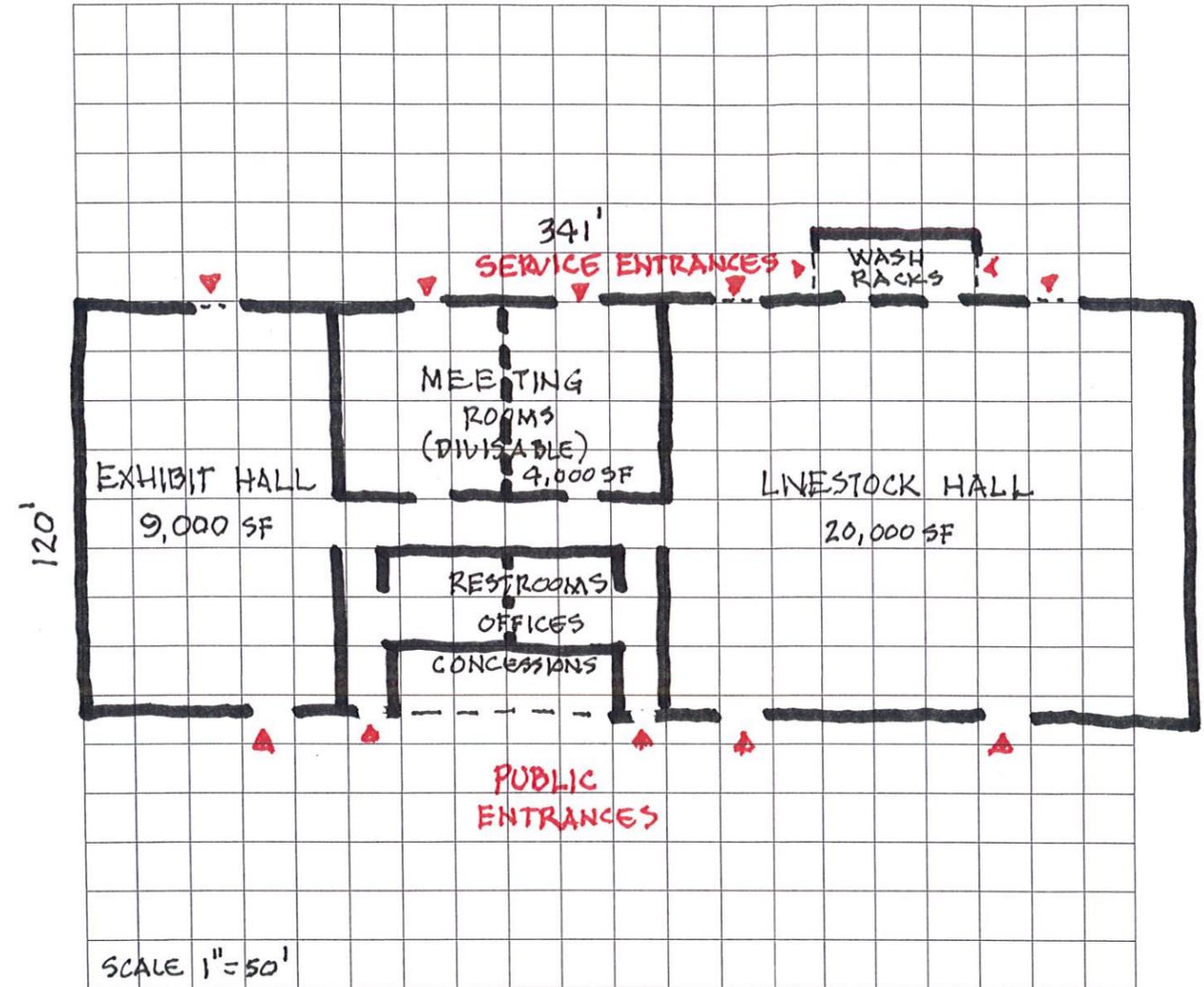
FiberOptics: Yes, if available

Furnishings & Equipment: Portable horse stalls, small animal pens and cattle ties.

Miscellaneous: _____

Livestock Building and Exhibit Building

Layout Diagram:



Stillwater County Fair
Columbus, Montana

FACILITIES PROGRAMMING FORM

Space Name: Exhibit Building (Phase 1)

Space ID #: 5

Description: A pre-engineered multi-purpose exhibition center to accommodate trade show booth, car/boat and equipment shows, banquets, meetings and entertainment events.

Size: 9,000 SF Exhibit Hall. 4,000 SF of sub-divisible meeting rooms, each capable of accommodating one hundred people in a classroom seating configuration.

Function/Proposed Uses: Multi-purpose exhibit functions and sub-divisible meeting spaces.

Materials: _____

Floor: Smooth concrete

Walls: Masonry up to 8'. Vinyl covered insulation above 8'.

Ceiling: Exposed clear span steel structure, vinyl covered insulation. 28' to underside of the steel.

Doors: Metal personnel doors. '14x14' roll up service doors.

Utilities: _____

Elect: Flush floor mounted utility boxes at 30' on centers. Color corrected led lighting.

HVAC: Ducted HVAC system

Plumbing: Restrooms

Fire Protection: Yes

Tel: Yes

Sound System: No

FiberOptics: Yes, if available

Furnishings & Equipment: To be provided by the various promoter/tenants

Miscellaneous: _____

Stillwater County Fair
Columbus, Montana

FACILITIES PROGRAMMING FORM

Space Name: Events Center (Design- Phase 1/ Construction Phases)

Space ID #: 6

Description: An enclosed pre-engineered facility to accommodate both entertainment performances, graduations, trade shows, weddings, and high school sporting events. This facility is not considered to be used as a livestock facility.

Size: 24,000 SF

Function/Proposed Uses: Indoor entertainment

Materials: _____

Floor: Smooth concrete floor

Walls: Masonry up to 8' with vinyl covered insulation above the masonry.

Ceiling: Exposed clear span steel structure with perforated metal linear panels.

Doors: Metal personnel doors. '14x14' overhead doors at both ends of the building.

Utilities: _____

Elect: Convenience outlets. Color corrected LED lighting.

HVAC: Ducted HVAC system

Plumbing: Restrooms

Fire Protection: Yes

Tel: No

Sound System: No

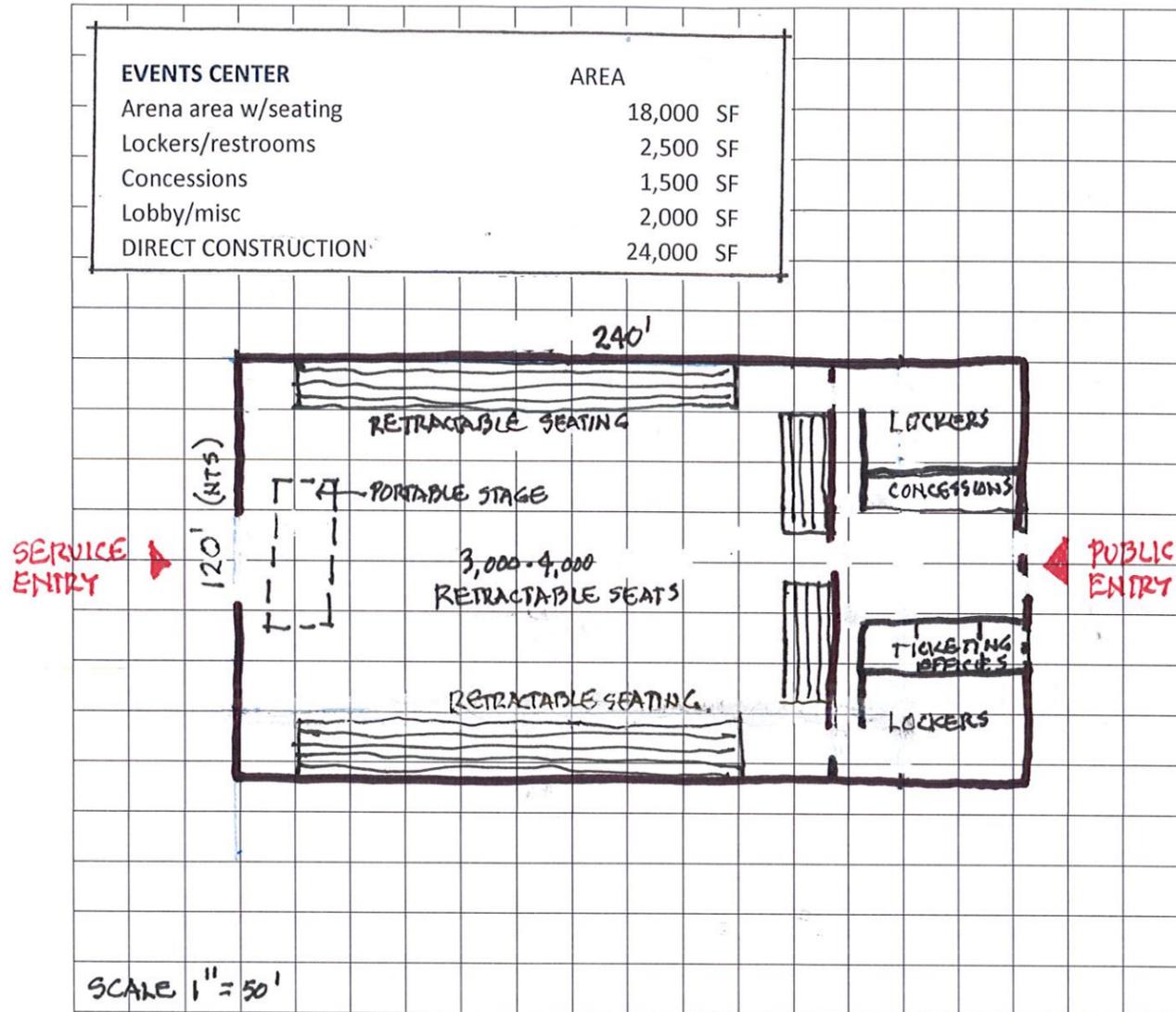
FiberOptics: No

Furnishings & Equipment: 3,000 to 4,000 collapsible molded plastic seats on aluminum risers.

Miscellaneous: _____

Events Center

Layout Diagram:



Stillwater County Fair Columbus, Montana

FACILITIES PROGRAMMING FORM

Space Name: Arena (Phase 5)

Space ID #: 7

Description: An outdoor dirt equestrian/ livestock/ rodeo arena. Future phases will include a clear span pre-engineered metal roof, LED lighting, fans and radiant heat.

Size: 35,000 SF

Function/Proposed Uses: Equestrian/ livestock & rodeo events

Materials: _____

Floor: Dirt (footing mix) 125'x250' show ring w/ perimeter metal tube panels.

Walls: _____

Ceiling: _____

Doors: _____

Utilities: _____

Elect: Lighted for evening events.

HVAC: Big Ass Fans for air improvement and radiant heat once enclosed.

Plumbing: Water supply

Fire Protection: _____

Tel: _____

Sound System: Portable

FiberOptics: _____

Furnishings & Equipment: 3,500 bleacher seats with backs. Verify if bucking chutes, pens and a roping chute is to be provided.

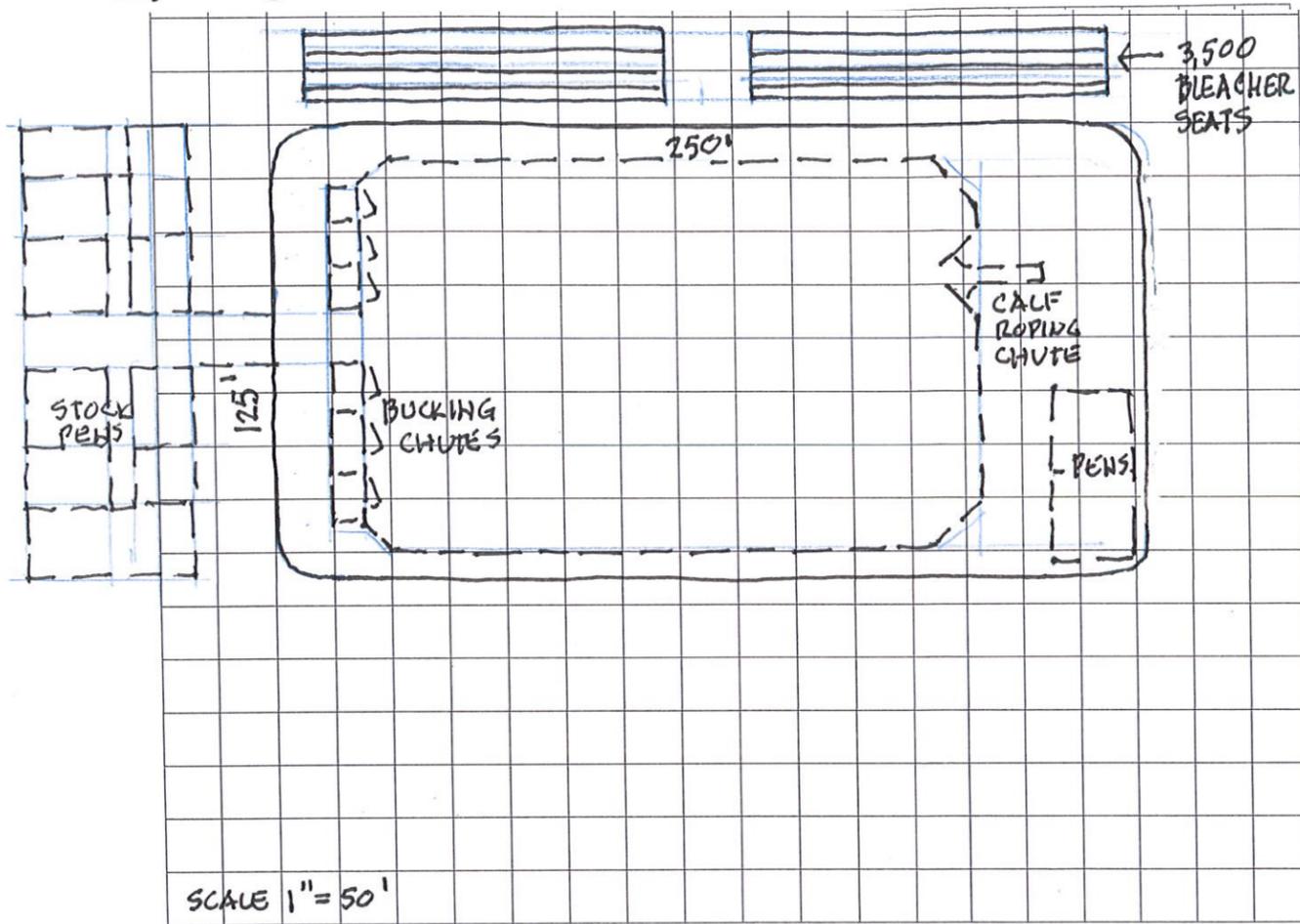
Miscellaneous: _____

Verify:

1. Cost to purchase rodeo panels, penning, roping and bucking chutes.
2. Confirm what rodeo equipment the rodeo promoter is capable or furnishing.

Arena

Layout Diagram:



VERIFY:

1. DISCUSS RODEO PROMOTER'S INTEREST IN JULY.
2. VERIFY IF COUNTY OR PROMOTER PROVIDES BUCKING CHUTES, STOCK PENNING, CALF ROPING CHUTE AND PERIMETER PANELS.
3. CONTACTS: TERESA AT THE NRA AND JENNIFER AT NILE
3. SEATING TO FACE SOUTHEAST.
4. STEER ROPING CHUTE TO FACE EAST.

Stillwater County Fair
Columbus, Montana

FACILITIES PROGRAMMING FORM

Space Name: Weed Department Building (Phase 1)

Space ID #: 8

Description: Dale to develop this program write up

Size: See attached client sketches

Function/Proposed Uses: _____

Materials: _____

Floor: _____

Walls: _____

Ceiling: _____

Doors: _____

Utilities: _____

Elect: _____

HVAC: _____

Plumbing: _____

Fire Protection: _____

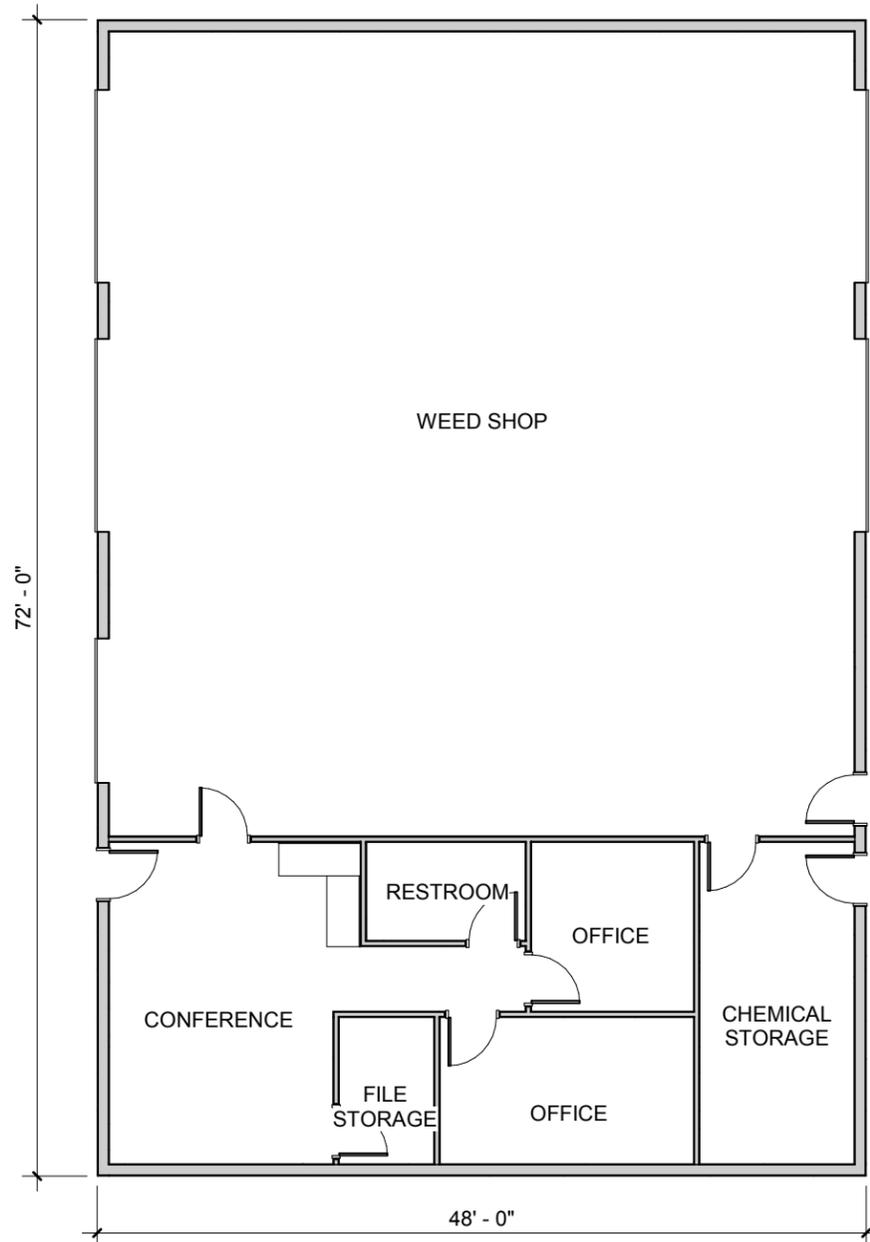
Tel: _____

Sound System: _____

FiberOptics: _____

Furnishings & Equipment: _____

Miscellaneous: _____



1 WEED SHOP FLOOR PLAN - 3,456 SF
A201 SCALE: 1" = 10'-0"

Project STILLWATER FACILITY IMPROVEMENT Subject WEED SHOP
Project Number 2020-34 Revision _____
Sheet Reference _____ Date 7/15/20

Stillwater County Fair
Columbus, Montana

Facilities Programming Form

Space Name: Facilities Shop Building (Phase 1)

Space ID #: _____

Description: A pre-engineered facility used by the Weed Department and the Facility Maintenance Department, containing office, shop and storage. Anticipated uses to include metal work, welding, wood working, maintenance and repair on trucks.

Size: Approx. 3,456 SF

Function/Proposed Uses: Office / Administration and shop space.

Materials: Building system will be pre-engineered metal.

Floor: Office/Admin: LVT & carpet tiles, Shop: Smooth finished concrete.

Walls: Office/Admin: Painted gypsum partitions, Shop: Metal liner Panels.

Ceiling: Office/Admin: Acoustical panel cing., Shop: Exposed structure

Doors: Office/Admin: Solid Core Wood, Shop: Hollow metal / OH Sectional

Utilities: _____

Elect: Lighting, convenience power and data

HVAC: Ducted HVAC system, point of use exhaust

Plumbing: Small Kitchen, flush tank toilets, floor drain, sand oil separator

Fire Protection: None

Tel: Yes

Sound System: No

Fiber Optics: If available

Furnishings & Equipment: By Owner

Miscellaneous: Fenced lay down area of approximately 100' x 200' or 1/2 acre.



Stillwater County Fair
Columbus, Montana

Facilities Programming Form

Space Name: Cold Storage Building (Phase 1)

Space ID #: _____

Description: A pre-engineered building used by all site occupants, then transitioning to Weed and Facilities after Phase 5.

Size: Approx. 3,456 SF

Function/Proposed Uses: Unheated storage building

Materials: Building will be either pre-engineered metal or wood

Floor: Smooth finished concrete

Walls: Metal liner panel

Ceiling: Exposed structure

Doors: Hollow metal / Insulated hollow metal, Overhead sectional doors

Utilities: _____

Elect: General purpose lighting & convenience power

HVAC: None

Plumbing: None

Fire Protection: None

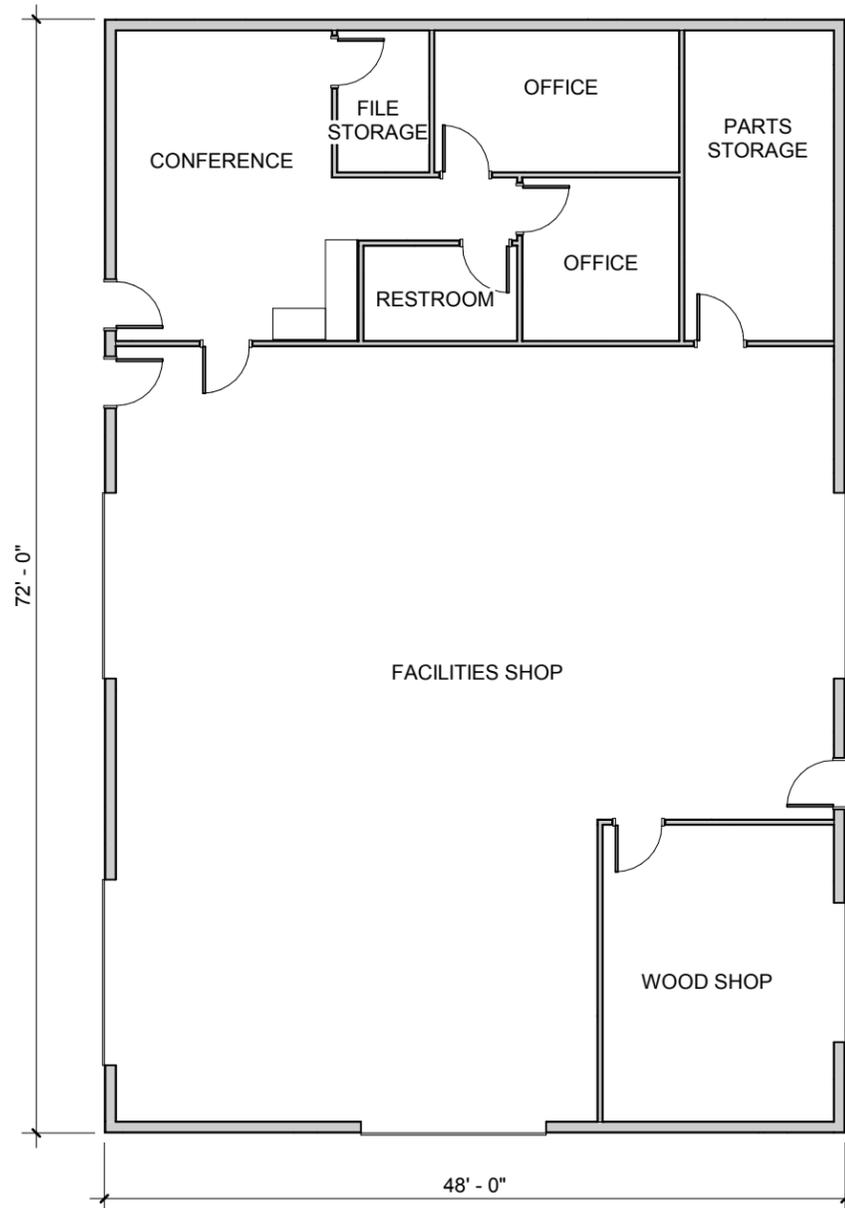
Tel: None

Sound System: None

Fiber Optics: None

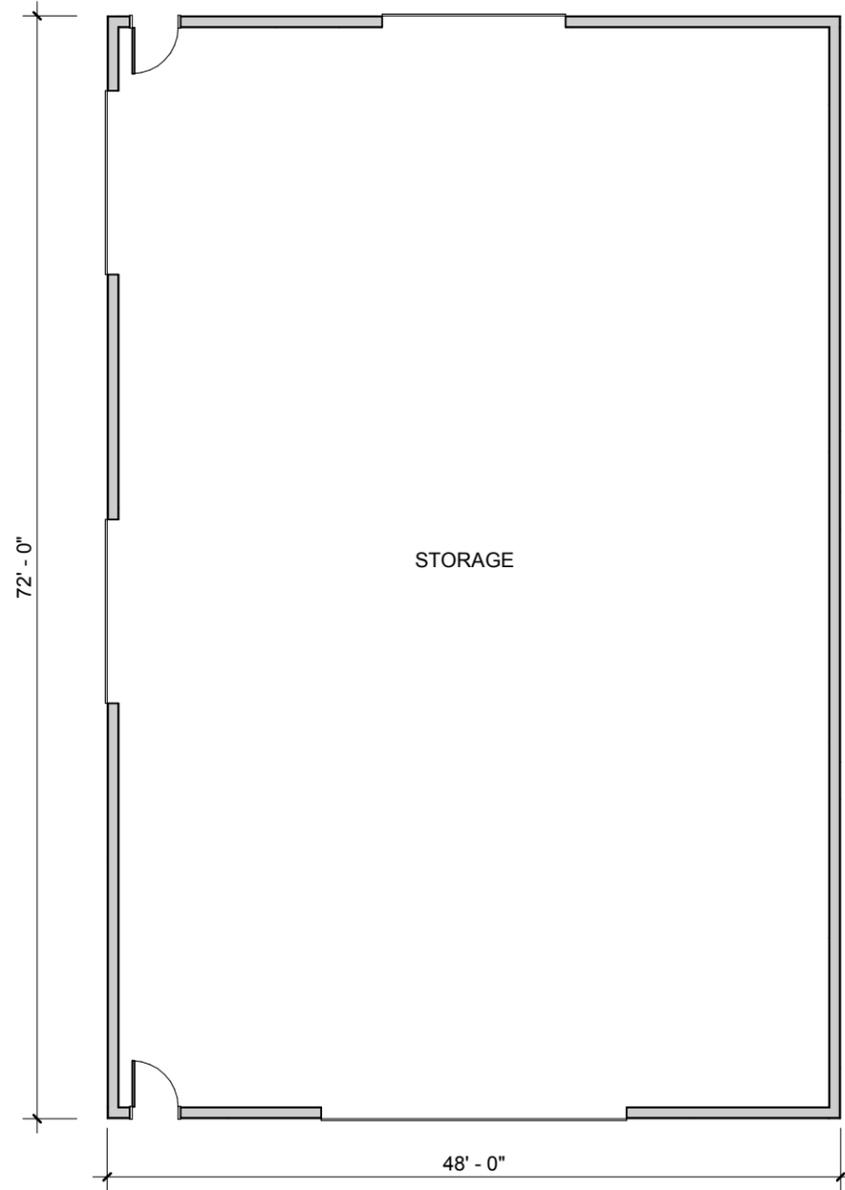
Furnishings & Equipment: By Owner

Miscellaneous: _____



1 FACILITIES SHOP FLOOR PLAN - 3,456 SF
A202 SCALE: 1" = 10'-0"

Project STILLWATER FACILITY IMPROVEMENT Subject FACILITIES SHOP
 Project Number 2020-34 Revision _____
 Sheet Reference _____ Date 7/15/20



1 COLD STORAGE FLOOR PLAN - 3,456 SF
A203 SCALE: 1" = 10'-0"

Project STILLWATER FACILITY IMPROVEMENT Subject STORAGE BUILDING
Project Number 2020-34 Revision _____
Sheet Reference _____ Date 7/15/20