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 OHM 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; OHM 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, 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 Council
- Haley Barker – Extension Office and 4-H Council
- Jim Movius – FCIP
- Steve Williams – Midland Bull Test
- Melissa Kramer – Midland Bull Test – 4-H Council
- Dane Schneidt – FSA
- Linda Halstead-Acharge - Public
- Joshua Shengle - Equine
- Kennedy Ekwoetzel
- 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.

- Other groups using meeting spaces: youth groups, model rocket club, wood working group, sewing group.
- Class/Meeting space may be 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.
2020-34
June 18, 2020
Page 3 of 3

- 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: Sibanye-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 – Sibanye-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
  - Sibanye-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?

Information:

Location: Fairgrounds Pavilion
328 E. 5th Avenue North
Columbus, MT 59019
Date: June 18, 2020
Time: 8:30a.m. - 5:00p.m.

GROUP #1

8:30A.M.-9:30A.M.
CFIP Committee and Commissioners

GROUP #2

9:30A.M.-10:00A.M.
Facilities and Weeds Department

GROUP #3

10:30A.M.-11:30A.M.
Chamber of Commerce. Shop & Swap, Project Hope

Lunch Break

GROUP #4

1:30P.M.-2:30P.M.
4H Council & MSU Extension, Equestrian Group, Midland Bull, Beartooth Stockman Association, NRCS Farm Service Agency

GROUP #5

3:00P.M.-4:00P.M.
Sibayne Stillwater Mine. Super B. Town Pump, Northern Rodeo Association

WRAP UP

4:00P.M.-5:00P.M.
CFIP/Commissioners
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

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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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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Creativity, excellence, integrity

• 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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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.

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).
END OF MEETING MINUTES

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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 fee 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

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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.

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APPENDIX B - 2000 STATE OF MONTANA GRANT DEED
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 of Montana, and being duly authorized to execute this instrument, do hereby grant to the State of Montana, ("Grantee") and its successors and assigns, all right, title and interest in and to the following described lands:

A tract of land located in the Southwest quarter (SWQ) of Section 22, Township 32, Range 108, P.M.M. Saltwater County, containing 28.50 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 State of Montana 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 State of Montana" 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 purpose or cause to be owned by the State of Montana, 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 State of Montana 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 §§ 4-791 et seq., MCA.

PROVIDED FURTHER, that upon approval of this conveyance, the State of Montana shall assume and transfer all right, title and interest previously held under Special Lease Agreement No. 9995, 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 shales, 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 90° 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 therein, but the lessees 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 30th day of March, 2000.

[Signatures]
Governor of the State of Montana
Secretary of State
Board of Land Commissioners
[Seal]
[Seal]
[Seal]
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 39.6 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 Lacy 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 Gallatin. 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 1986 the Town leased a portion of the real property on the south side of Interstate 90 to be used for recreational 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 77-1-301(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 devoted or 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 leased 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 in 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 made 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
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 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 Skanger
Director
Department Of Public Health & Human Services

Mayor
Town Of Columbus

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

City & County
Legal Counsel
Department Of Public Health & Human Services

Office of Clerk and Recorder
Sweetwater County, Montana

I hereby certify that the within instrument was recorded on the day of March, 1999 in Book 215, Vol 1, and was duly indexed in Book of Records.

RETURN TO:  Beard & Howard
Box 926
Columbus, MT 59019
APPENDIX C - CIVIL CONSIDERATIONS DOCUMENTS
APPENDIX D - 2018 TITLE COMMITMENT
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 Practices, 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 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 of 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 Practices. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
COMMITMENT CONDITIONS

1. DEFINITIONS
(a) "Knowledge" or "Know": Actual or implied knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and all improvements thereon 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, use or easement in adjoining 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 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 for 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 title 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 mortgage 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 Condition 5(a), through 5(b)(ii) 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. 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
This page is only a part of a 2018 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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Form 5003059 (1-31-17) 
Page 2 of 3
ALTA Commitment for Title Insurance (8-1-16) 
Without Arbitration
(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—Exceptions 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.
5. The Land is described as follows:

Stillwater County, Montana

Twp 2 South, Rge 20 East, MPM
Sec 22; Tract located in E1/2 NW1/4 as the
Southwest 566 feet of Tract D on Certificate of Survey No. 238411

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

First American Title Insurance Company

Authorized Signatory
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 described under (a), (b), or (c) are shown by the Public Records.

8. Any liens, or rights to a lien, for services, labor or materials therefor or hereafter furnished, imposed by law and not shown by the Public Records.

9. 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.

10. Any existing, current, or prior encumbrance, interest, claim, or matter that appears in the first line 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.


12. Right of Way Deed executed by Daniel Nice and Antonia Nice, husband and wife, granted to Town of Columbus, recorded June 5, 1939 in Deed Book 35, Page 261.

13. 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 8, 1986 in Deed Book 84, Page 79.

14. 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 84, Page 84.

15. 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 8, 1985 in Deed Book 84, Page 80.


21. Subject to easements as shown on Certificate of Survey No. 224237 recorded March 28, 1976.

22. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Certificates of Survey No. 238411, 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(e).
STATE OF MONTANA

Daniel Nise et ux  
Antonia  

KNOW ALL MEN BY THESE PRESENTS, that we, Daniel Nise and Antonia  
husband and wife, of Columbus, Stillwater County, Montana,  
name of the appropionate as herein set forth.  

TOWN OF COLUMBUS, for and in consideration of the sum of One Dollar, lawful money  
be kept and paid, receipt whereof is hereby acknowledged, and in further consideration of the covenant hereinafter contained  
STATE OF MONTANA  

Daniel Nise and Antonia  
husband and wife, of Columbus, Stillwater County, Montana,  

Town of Columbus, a strip of land ten feet wide, extending through the  
Northeast 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 1600.7 feet,  
Thence North 207° 26' East 522.8 feet to a point on the North line of said Daniel Nise land;  
Thence South 82° 38' East 32.6 feet; thence South 1600.7 feet; thence West 10 feet to the point 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 grantees, and in such  
connection, and the other tap shall be located at a point to be designated by grantees; and  
in addition thereto to furnish to the grantees, so long as they shall continue to  

This Right of Way shall be used solely for the purposes of the State of Montana  

By the hand and seal of the Undersigned, and in WITNESS WHEREOF, the grantees have hereunto set their hands and seals this 10th day of  
June A.D. 1907.  

Daniel Nise  
Antonia Nise  

STATE OF MONTANA  

On this 10th day of June 1907 before me, E. A. Kleinmohr,  
County of Stillwater, a Notary Public for the State of Montana personally appeared  
Daniel Nise and Antonia Nise, husband and wife, personally known to me to be the persons  
whose names are subscribed to the within and for the instrument and acknowledged to me  

this certificate first above written.  

E. A. Kleinmohr  
Notary Public for the State of Montana, Resident at Columbus, Montana.  
My Commission expires January 30th, 1908.  

Filed for record this 9th day of June, 1907 at 9:10 o'clock A.M.  
Fred L. Pakietz, County Recorder
DEED RECORD BOOK NO. 35
STILLWATER COUNTY, MONTANA

construct, complete, operate and maintain an irrigation ditch or canal in whatever manner and according to whatever 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, 1926.

Joy Munn
Estella Munn
Louis Munn

State of Montana
On this 1st day of June A.D. 1926, before me, personally appeared Joy Munn, Estella Munn, his wife and Louis Munn, 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.L. Kelly
Notary Public for the State of Montana
Residing at Columbus, Mont.
My commission expires July 1, 1929.

Filed for record the 1st day of June 1926 at 2:00 o'clock P.M.

Fred L. Fairman
County Recorder
By Mable Dern, Deputy
APPENDIX E - WARRANTY DEED
RIGHT-OF-WAY EASEMENT

This Agreement made the 18th day of April, 1981, by and between PLAINFIELD CORPORATION, a political subdivision of the State of Illinois, and COLUMBUS, a municipal corporation of the State of Illinois, as follows:

SECTION ONE:

CONVEYANCE OF EASEMENT

The COUNTY hereby grants to the TOWN for an easement over the real property as hereinafter described in Exhibit A and for the purposes hereinafter set forth:

CONSTRUCTION AND MAINTENANCE

The easement described above shall allow the TOWN to construct and maintain a roadway within the right-of-way boundaries described in Exhibit A and for the purposes hereinafter set forth:

SECTION TWO:

EXCLUSIVE EASEMENT

The COUNTY hereby grants to the TOWN as an exclusive easement over the real property described in Exhibit A and for the purposes hereinafter set forth:

PARTIES IN INTEREST

Any right of way provided under this Agreement shall be forever held in trust for the purposes herein set forth, and no person or corporation shall have any right, title, or interest in the easement granted hereunder except as specifically set forth in this Agreement.

SECTION THREE:

CONSTRUCTION AND MAINTENANCE

The TOWN shall, at its own cost and expense, construct and maintain the roadway described in Exhibit A and for the purposes hereinafter set forth.

SECTION FOUR:

EASEMENT TO RUN WITH THE LAND

This easement shall run with the land and shall be inure to the benefit and use of the parties hereinafter set forth.

SECTION FIVE:

COURTS

Any controversy arising out of this Agreement shall be decided by the Circuit Court of Cook County, State of Illinois, and any award or judgment shall be final and binding upon the parties hereto.

SECTION SIX:

CONSIDERATION

The TOWN agrees to pay to the COUNTY the sum of TEN DOLLARS ($10.00) for this Agreement.

SECTION SEVEN:

Personal Injuries and Property Damage Liability

Any injury or property damage to persons or property resulting from the construction, operation, or maintenance of the roadway described in Exhibit A shall be borne by the parties hereto in accordance with the provisions of this Agreement.

SECTION EIGHT:

INDEMNITY

Each party to this Agreement agrees to indemnify the other party from and against any and all claims, damages, or losses, whether real or personal, resulting from the construction, operation, or maintenance of the roadway described in Exhibit A.
STATE OF MONTANA
County of Stillwater

This 26th day of April, 1968, before me, a Notary Public for the State of Montana, personally appeared ROBERT C. KEN AND ELIZABETH KEN, herein referred to as the witnesses, who being duly sworn, deposed and said:

That the undersigned, ELIZABETH KEN, on the 26th day of April, 1968, executed and signed this instrument for the purposes 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 last above written.

[Signature]
Notary Public for the State of Montana, County of Stillwater

September 27, 1968
RIGHT TO WAY AGREEMENT

THIS AGREEMENT, made the 26th day of April, 1955, by and
between COLUMBUS WATER USERS ASSOCIATION, Columbus, Montana, hereinafter called "ASSOCIATION" and
The TOWN OF COLUMBUS, MONTANA, a municipal corporation, of
Columbus, Montana, hereinafter called "TOWN".

WITNESSETH:

WHEREAS, the TOWN owns real property described as Tract B on
Certificate of Survey No. 22843, situated in TOWNSHIP 2 SOUTH,
RANGE 1 EAST, M.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
conveyed on the 1-90 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 entrance for the
water pipe from installation and road access between across Tract
B as shown on Certificate of Survey No. 22843; and

WHEREAS, the Columbus Water Users Association owns or has an
easement for a bridge over the 90 Frontage road of the
ASSOCIATION, a bridge over the 1-90 Frontage road north of the
ASSOCIATION's right-of-way. The bridge is located on the
ASSOCIATION's easement, on the 1-90 Frontage road near the
access road to the TOWN's property.

NOW, THEREFORE, in consideration of the sum of TEN ($10.00) and other good and valuable considerations and
the mutual covenants and agreements contained herein, it is MUTUALLY
AGREED AS FOLLOWS:

1. The ASSOCIATION grants a permanent easement and right
   of way to the TOWN for a bridge of 30' X 8' over a width of
   the 1-90 Frontage road shown and identified as Exhibit A
   together with the bridge to install and maintain and the necessary
   bridge abutments and supports to or upon the Columbus Water Users’ easement subject to
   approval of the easement and bridge design by the Stillwater County
   Soil Conservation Work Unit Office.

2. To construct a new entrance to be located at the intersection of the 1-90 Frontage road and the
   ASSOCIATION's right-of-way at least four (400') feet from the
   point of the ASSOCIATION's easement.

3. To permit the carrying out of the construction of the new entrance to be undertaken at the
   expense of the TOWN within the right-of-way on the property.

4. To grant access to the TOWN property, including the
   Columbus Water Users Association, for the maintenance
   of the road and bridge.

5. The TOWN agrees to construct the

6. The TOWN agrees to maintain the

7. The TOWN agrees to grant the

8. The TOWN agrees to ensure the
Any liability of the parties for personal injury to any worker, employees, agents or guests at a result of or 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 incurred 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 for the flood plain strip of land from the 1:20 drainage road designated as Trail C on Certificate of Survey No. 1554641. In the event the right-of-way easement from STILLWATER COUNTY, MONTANA, to the TOWN OF COLUMBUS dated April 27, 1972 is cancelled by mutual agreement of the parties to this agreement, 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 hereto have executed this agreement the day and year first above written.

COLUMBUS WATER USERS' ASSOCIATION,
A Montana corporation

By: (Signature)

TOWN OF COLUMBUS

By: (Signature)

STATE OF MONTANA
COUNTY OF STILLWATER

On this _ day of April, 1985, before me, a Notary Public for the State of Montana, personally appeared ROBERT J. GEM and OLIVER 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 first above written.

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made the 15th day of April, 1989, between COUNTY, a political subdivision of the State of Montana, hereinafter called "COUNTY," and the TOWN OF COLUMBUS, MONTANA, a municipal corporation, hereinafter called "TOWN," being the parties of the first part and COLUMBUS WATER USERS' ASSOCIATION OF Columbus, Montana, hereinafter called "ASSOCIATION," being the party of the second part.

WITNESSETH:

Know all men by these presents that the parties, hereby constituted in this written Right-Of-Way Agreement dated the 15th day of April, 1989, between COUNTY and TOWN, hereby agree to the right-of-way to the COLUMBUS WATER USERS' ASSOCIATION for ingress and egress across real estate consisting of 66.668 foot wide strip of land designated as Tract D as shown on Certificate of Survey No. C-50444, as shown on the map and agreement from J-30 trackage road ending at the south line of said Tract D on the north and south banks of the COLUMBUS WATER USERS' ASSOCIATION canal as said canal intersects and passes through Tract D.

Parties to the first part grant a permanent easement to the parties of the second part subject to the terms and conditions contained in this Right-Of-Way Agreement dated the 15th day of April, 1989, between COUNTY, TOWN, and the COLUMBUS WATER USERS' ASSOCIATION and the TOWN OF COLUMBUS.

The ASSOCIATION will not grant the right to use the right-of-way and bridge to be constructed as to any persons, firm or corporation other than for the use of the ASSOCIATION, its employees or agents. The usual 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 15th day of April, 1989, the day and year first above written.

COLUMBUS WATER USERS' ASSOCIATION

STATE OF MONTANA

County of Stillwater

On this 15th day of April, 1989, before me, a Notary Public for the State of Montana, personally appeared SCOTT KULMA, Jr., and LOIS VAN GRYSP, Chairperson of the Stillwater County Commissioners, and the Stillwater County Clerk and Recorder, respectively, sworn 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 Stillwater County, Montana.

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

STATE OF MONTANA
County of Stillwater

On this 9th day of June, 1985, before me, a Notary Public for the State of Montana, personally appeared ROBERT C. KIM and
OLIVER V. HENDRICK, 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.

[Signature]


STATE OF MONTANA
County of Stillwater

On this 9th day of June, 1985, before me, a Notary Public
for the State of Montana, personally appeared ROBERT C. KIM and
OLIVER V. HENDRICK, 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.

[Signature]

RIGHT OF WAY DEED

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

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS the State of Montana, in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS, suffereth and consenteth to give, grant, and convey

THE FOLLOWING LAND

NOW OWNED AND HELD IN THE NAME OF: DOLLAR

THE CRACKED MILLIAN CORPORATION

FOR THE USE AND PURPOSE OF INSTALLATION OF A WATER PIPELINE, an easement and across state lands, as follows:

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

A tract or tract of land of the W1/2 of the S1/2 of Section 2, Township 2 South, Range 20 East, Principal Meridian of Montana, Stillwater County, Montana, more particularly described as follows:

The description of land shall be recorded in the office of the Clerk and Recorder of the County in which the land is located.

This Right of Way Deed is granted under the express condition that the grantor's assignees, successors, and transgressors shall not interfere with the grantee's use of the land for the purpose of laying, maintaining, using, and operating the water pipeline.

This Right of Way Deed is effective upon the execution and delivery thereof, and shall remain in force and effect for the term of years as provided herein.

Given under the hand and seal of the Secretary of State of Montana, the day of January, 19__.

[Signature]

Secretary of State of Montana

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, all in pursuance of 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 day of January, 19__.

[Signature]

Governor of Montana

[Signature]

Secretory of State of Montana

[Signature]

Commissioner of State Lands

[Signature]

Commissioner of State Lands

[Signature]

Commissioner of State Lands

[Signature]

Commissioner of State Lands

[Signature]

Commissioner of State Lands
THIS AGREEMENT, made this 16th day of June, 1967, by and between the TOWN OF COLUMBUS, MONTANA, a municipal corporation of Columbus, Montana, hereinafter referred to as "TOWN"; and STELLA MONT COUNTY, MONTANA, a political subdivision of the State of Montana, hereinafter referred to as "COUNTY"; both as parties of the first part; and
WILLIAM MURR of Columbus, Montana, hereinafter referred to as "MURR"; and RICHARD S. LEWIS of 2205 Reservoir, Butte, Montana, hereinafter referred to as "LEWIS", being the parties of the second part.

WITNESS:

WHEREAS, the COUNTY owns real property located in Township 2 South, Range 20 East, M.P., Section 22, Stillwater County, Montana, shown as Tract D on Certificate of Survey No. 228431, 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 an instrument recorded on August 15, 1955, and recorded in Book 94 at page 59, records of Stillwater County, Montana; and

WHEREAS, LEWIS is the owner of record of that certain five (5) acre tract of land located in the EURIP of Section 22, Township 2 South, Range 20 East, as shown on Certificate of Survey No. 228446 as evidenced by warranty deed recorded in Book 94, page 801; and

WHEREAS, LEWIS is purchasing from JOSPEH R. GUESSFORD and GRACE E. GUESSFORD that certain tract of land in the EURIP and the EURIP of Section 22 in Township 2 South, Range 20 East, as shown on Certificate of Survey No. 228437 as evidenced by Notice of Purchase's intent recorded in Book 85 at page 17; and

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

WHEREAS, MURR and LEWIS desire access from the 1-30 frontage road to the LEWIS property across the COUNTY property.

NOW, THEREFORE, in consideration of the sum of $500.00 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 MURR and LEWIS over and across that 60.000 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 20, 1961, 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 8, 1961, between the TOWN and COUNTY and the COLUMBUS WATER USERS' ASSOCIATION recorded in Book 94 at page 80, 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 tenants 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 pedestrians traffic.

5. MURR and LEWIS shall maintain and operate the easement and right-of-way in such a manner that the operation thereof will not in any way burden or harm 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 MURR and LEWIS before their furnishers and business customers shall be permitted to use the said easement and right-of-way:
   a. MURR and LEWIS 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 1-30 frontage road in conformance with Stillwater County policy for Approaches and Approach Permit Specifications.
   b. MURR and LEWIS shall construct their access road within said easement in conformance with Stillwater County design standards for roads within rural subdivisions.
   c. MURR and LEWIS shall obtain and maintain to affect 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 $500,000.00 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. MORE and LEMANN 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 MORE and LEMANN 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.

44. MORE and LEMANN 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 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, or lights 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. MORE and LEMANN 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 LEMANN property and shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors, grantees and assigns.
STATE OF MONTANA  
County of Stillwater, ss.

On this 16th day of June, 1987, before me, a Notary Public for the State of Montana, personally appeared WILLARD MORE, 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 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]


STATE OF MONTANA  
County of Stillwater, ss.

On this 16th day of June, 1987, before me, a Notary Public for the State of Montana, personally appeared ROBERT C. KEN and RONALD D. BANDET, 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.

[Signature]

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 Ninety Five /100 Dollars ($939.95) 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 BRANDON (Line "A") and BRANDON (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 1A:

Beginning at a point on the West boundary line of Section 22, which bears N0°05'16"S 299° 113.66 feet from the West Quarter corner of said Section 22; thence S5°40'10"E 95.18 feet, thence S51°48'38"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 0.036 acre, more or less.

LINE 3A:

Beginning at a point on the East-West mid-section line of said Section 22, which bears S88°43'39"E 1134.01 feet from said West Quarter corner of said Section 22; thence S84°22'30"E 24.90 feet; thence S84°24'47"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 22-3-2, Parts 4 and 5 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 grantees, 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 grantees 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 grantees 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, 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 Grantees 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 7-12-1101 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 reestablish the disturbed area. The Grantee shall submit to the local weed board a written plan specifying the methods to be used to accomplish reestablishment. 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 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 use 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.
Right of Way Easement

Daniel Rice, N.C. 3-14372
To
Daniel Rice A widow of Columbus, Montana, in
consideration of One ($100) Dollars, and other good
consideration, in hand paid, the receipt
of which is hereby acknowledged, grants, conveys, and warrants to THE MONTANA POWER
COMPANY, a corporation, whose post-office address is Butte, Montana, the right to
construct, maintain, operate and remove an electric transmission system and
telephone system, as hereinafter described, across the 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. 25,
Township 7 N., Range 30 E

WITNESSES by hand this 9th day of June, 1966

Daniel Rice

STATE OF MONTANA,
On this 9th day of June, in the year 1966, before
County of Stillwater )
me, Paul E. Schmidt, Deputy Public Hear, for the
State aforesaid, personally appeared Daniel Rice 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

Paul E. Schmidt
Notary Public for the State of Montana,

Filing fee $1.00

[Notarial Seal]

Filing fee $1.00

Fred L. Perdue, County Recorder

Paul E. Schmidt, Deputy

By State Seal, Deputy

Recording fee $1.00

[Notarial Seal]
RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made the \textit{16th} day of \textit{June}, \textit{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

WILLIAM MORE of Columbus, Montana, hereinafter referred to as "MORE"; and

RICHARD S. LEHMANN of 2205 Roasvay, 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, WM, Section 22, Stillwater County, Montana, known as Tract D on Certificate of Survey No. 224227 as evidenced by Warranty Deed recorded in Book 94, page 485; 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 30, 1969, 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 EMHU of Section 22, Township 2 South, Range 20 East, as shown on Certificate of Survey No. 121844 as evidenced by Warranty Deed recorded in Book 84, page 902; and

WHEREAS, LEHMANN is purchasing from JOSEPH R. GUSTAFSON and GRACE E. GUSTAFSON that certain tract of land in the HANAA and the EMHU of Section 22 in Township 2 South, Range 20 East, as shown on Certificate of Survey No. 224227 as evidenced by Notice of Purchaseee'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, MORE and LEHMANN desire access from the 1-80 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 MORE and LEHMANN over and across that 80.888 feet wide portion of the COUNTY property located between the south line of the COUNTY property and the south boundary

Time 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 30, 1969, between the TOWN and COUNTY recorded in Book 94 at page 79, and subject to the terms and conditions of the Right-of-Way Easement dated June 6, 1969, between the TOWN and COUNTY and the COLUMBUS WATER USERS' ASSOCIATION recorded in Book 94 at page 80, records of Stillwater County, Montana.

3. Subject to the conditions contained herein, all of the parties herein and their agents, representatives, contractors, employes, 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. MORE and LEHMANN shall maintain and operate the easement and right-of-way in such a manner that the operation thereof will be 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 MORE and LEHMANN before their invitees and business customers shall be permitted to use the easement and right-of-way:

(a) MORE and LEHMANN shall make application for a Stillwater County Gravelly 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 1-80 frontage road in conformance with Stillwater County policy for Approaches and Approach Permit Specifications.

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

(c) MORE and LEHMANN shall estimate 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/or/0.00 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 $500,000.00 for all property damage 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. The TOWN and COUNTY shall be named as additional named insureds on said insurance coverage. MORE and LEMANN shall provide the Stillwater County Clerk and Recorder and the Town Clerk with copies of the insurance coverage showing the same to be in effect and shall maintain proof of said coverage at all times. IF MORE and LEMANN 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.

6. MORE and LEMANN 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 other equipment required by the COUNTY and TOWN. All signage must be provided in conformance with the Manual of Uniform Traffic Control Devices.
4. Operating, maintaining, and replacing, where necessary such artificial lighting facilities as shall reasonably be provided; and
5. Maintaining adequate drainage and keeping the area free of snow and ice as shall reasonably be required.

7. MORE and LEMANN 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 LEMANN property and shall be binding upon the parties hereto and their respective heirs, successors, grantees and assigns.
STATE OF MONTANA 
County of Stillwater

On this 12th day of June, 1987, before me, a Notary Public for the State of Montana, personally appeared ELAINE ADAMS and LOUIS VAN HART, 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]

STATE OF MONTANA 
County of Stillwater

On this 12th day of June, 1987, before me, a Notary Public for the State of Montana, personally appeared ROBERT C. KEH and RONALD D. BAHMANN, 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.

[Signature]

STATE OF MONTANA 
County of Stillwater

On this 12th 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.

[Signature]
6. No time shall the State park machinery, equipment, or vehicles upon the southerly 546 feet of Tract B on Certificates of Survey No. 216441.

5. The State shall erect a 20 foot [21'] high chain link fence with gated access around the gable of the bridge in American (A) 2nd whether 546 feet of Tract B on Certificate of Survey No. 216441.

6. The State shall erect fence along the boundaries of said southerly 546 feet of Tract B on Certificates of Survey No. 216441 described as follows:

A. South boundary - construct 546 feet of four bar wire fence with wood or steel posts to be set 15' feet apart.

B. Southboundary - construct 40 feet of Tract B on Certificate of Survey No. 216441, construct a 12 foot wire fence with wood or steel posts to be set 10' feet apart on their 12 foot security fence with necessary gates.

C. North boundary - construct 40 feet of Tract B on Certificate of Survey No. 216441, construct a 12 foot wire fence with wood or steel posts to be set 15' feet apart with a 12 foot gate.

D. Northerly boundary of said southerly 546 feet of Tract B on Certificates of Survey No. 216441, install a 2 bar wire fence with wood or steel posts to be set 15' feet apart with a 2 bar 12 foot gate.

7. The State shall have the right to use the existing bridge across the Columbia River for its own needs, subject to the approval of the Columbia River Gorge Commission. The TOWN waives all representations or warranties in this agreement for the TOWN'S PURPOSES. The TOWN agrees to pay for any damage to the existing bridge occasioned by its employees, agents, representatives, contractors, or visitors. Subject to the approval of the Columbia River Gorge Commission, the TOWN shall have the right to remove the existing bridge and replace it with a new bridge of equal or greater size. The TOWN shall be solely responsible for the design, construction, installation, maintenance, and repair of the new bridge. The TOWN shall provide the TOWN with an alternate bridge of equal or greater size while the new bridge is being installed. The TOWN shall have the right to use the new bridge for its purposes.

8. The TOWN 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 assignment.

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

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, THE STATE OF MONTANA, of F.O. Office Box 4510, 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: NW1/4 described on Certificate of Survey No. 238441

Twp 2 South, Rge 20 East, MPM
Sec 22; NW1/4, northerly 566 feet of Tract D on Certificate of Survey No. 238441

Twp 2 South, Rge 20 East, MPM
Sec 22: That part of N1/2SW1/4, lying northerly on 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;
(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 every right, interest or claim 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 appurtenant thereto.

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 10th day of October, 2019.

GRANTOR: THE STATE OF MONTANA

By: ____________________

[Signature]

STATE OF MONTANA

COUNTY OF ____________________

The foregoing Warranty Deed was acknowledged before me by ____________________

the ____________________ of THE STATE OF MONTANA, this 10th day of October, 2019.

[Signature]

Notary Public

[Seal]

MARGARET A. PETTY
NOTARY PUBLIC for the State of Montana
Residing at Helena, Montana
My Commission Expires June 01, 2023
Stillwater County Fair
Columbus, Montana

FACILITIES PROGRAM

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

Original June 27, 2020
Revision #1 - July 6, 2020
Stillwater County Fair
Columbus, Montana

FACILITIES PROGRAMMING SUMMARY

<table>
<thead>
<tr>
<th>FACILITY ID#</th>
<th>DESCRIPTION</th>
<th>SF</th>
<th>ACRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Site Development</td>
<td>29 AC</td>
<td>Verify</td>
</tr>
<tr>
<td>2.</td>
<td>Access Roads &amp; Public Parking</td>
<td></td>
<td>Verify</td>
</tr>
<tr>
<td>3.</td>
<td>Service Drive &amp; Service Courtyard</td>
<td></td>
<td>Verify</td>
</tr>
<tr>
<td>4.</td>
<td>Livestock Building</td>
<td>19,000 SF</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Exhibit Building</td>
<td>9,000 SF</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Events Center Design</td>
<td>24,000 SF</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Arena</td>
<td>35,000 SF</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Weed Department Buildings</td>
<td>Verify</td>
<td></td>
</tr>
</tbody>
</table>

Stillwater County Fair
Columbus, Montana

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 Rapeleje 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.
Stillwater County Fair
Columbus, Montana

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:

120'

EXHIBIT HALL
9,000 SF

MEETING ROOMS
(PLANNABLE)
3,000 SF

341'

LIVESTOCK HALL
20,000 SF

SERVICE ENTRANCES

WASH RACKS

RESTROOMS
OFFICES

CONCESSIONS

PUBLIC ENTRANCES

SCALE 1"=50'

112
### Facilities Programming Form

**Space Name:** Exhibit Building (Phase 1)

**Space ID:** 5

**Description:** A pre-engineered multi-purpose exhibition center to accommodate trade show booths, 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:**

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### 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:**
### 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  
- **Fiber Optics:**  
**Furnishings & Equipment:** 3,500 bleacher seats w/ 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 of furnishing.
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: _____________________________________________________

VERIFY:
1. DISCUSS RODEO PROMOTER'S INTEREST IN JULY.
2. VERIFY IF COUNTY OR PROMOTER PROVIDE BUCKING CHUTES, STOCK PENNING, Calf Roping Chute AND PERIMETER PANELS.
3. CONTACTS: TERESA AT THE NRA AND JENNIFER AT NILE.
4. SITTING TO FACE SOUTHWEST.
5. STEER Roping Chute TO FACE EAST.
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 ½ acre.
Facilities Programming Form

Space Name: Cold Storage Building (Phase 1)

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: ________________________________
STORAGE BUILDING

COLD STORAGE FLOOR PLAN - 3,456 SF

SCALE: 1" = 10'-0"

STILLWATER FACILITY IMPROVEMENT

Project Number: 2020-34

Revision:

Date: 7/15/21