



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, OCTOBER 19, 2021
6:30 PM
COUNCIL CHAMBERS**

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.

General Items

Executive Review

1. Resolution - A Resolution Of The City Council Approving Certain Revisions To The CBA Through A Memorandum Of Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.
2. Resolution - Dynamic Designs Encroachment Permit to Install Handicap Accessible Ramp at Front Door.
3. Resolution - A Resolution Authorizing The Mayor To Execute A Contract With "In Control, Inc." To Prepare A Pre-Engineering Survey For The City's Waste Water Treatment Plant.

Council Issues

4. NorthWestern Energy Easement Discussion
5. NorthWestern Energy Zone Change Discussion
6. Annexation of City-Owned Property Contiguous With Municipal City Limits Discussion
7. Southside Storm Water Master Plan Discussion
8. W. Railroad Update
9. S. 4th Street Stakes Update
10. Update on Lion's Park Improvements.

Other Items

Review of Draft Council Agendas

Attendance at Upcoming Council Meeting

Announcements

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER

File Attachments for Item:

1. Resolution - A Resolution Of The City Council Approving Certain Revisions To The CBA Through A Memorandum Of Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.

RESOLUTION NO. R21-__

**A RESOLUTION OF THE CITY COUNCIL APPROVING CERTAIN REVISIONS
TO THE CBA THROUGH A MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF LAUREL AND LOCAL UNION
LOCAL 303, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFSCME.**

WHEREAS, the City of Laurel and the above Union negotiated a Collective Bargaining Agreement ("CBA") which was approved by the Union and City Council; and

WHEREAS, the City and Union agreed to amend the CBA to add an Animal Control and Parking Position and to clarify the pay provisions for Patrolman and Communication Officers; and

WHEREAS, the Mayor, Chief of Police, and Union Representatives agreed that modifying the CBA as shown in the attached documents is in the best interest of both parties; and

WHEREAS, approving the resolution will enable the Chief of Police to locate and hire a full-time candidate to serve in the Animal Control and Parking Position for the City and provide clarification for City Staff in regard to calculation of pay for Patrolmen and Communication Officers.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The attached amendments to the existing CBA between the Union and City are hereby approved. The amendments are effective upon approval by the City Council.

Section 2: Execution. The Mayor and Clerk-Treasurer are given authority to execute the amendments on behalf of the City.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of _____, 2021.

APPROVED by the Mayor this ____th day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer
Approved as to form:

Sam S. Painter, Civil City Attorney

R21__ Local 303 CBA Amendments Animal and Parking Officer

ADDENDUM "A"
CLASSIFICATION

GRADE	CLASSIFICATION
1	
2	Animal Control & Parking Attendant (Vacant — Grade and salary to be negotiated when filled through future negotiation)
3	Communications Officer I
4	Communications Officer II
5	Communications Officer III
6	Police Officer, Patrolman
7	Police Officer, Senior Patrolman
8	Police Officer, Master Patrolman
9	

ADDENDUM "B"

WAGES

1. Effective July 1, 2021 each bargaining unit employee shall receive a two percent (2%) increase to their current base rate: police officers - 2%, dispatchers - 2%
2. Effective July 1, 2022 each bargaining unit employee shall receive a two percent (2%) increase to their current base rate: police officers - 2%, dispatchers - 2% - animal control & parking 2%
3. Effective July 1, 2023 each bargaining unit employee shall receive a three percent (3%) increase to their current base rate: police officers - 3%, dispatchers - 3% - animal control & parking 3%
4. This contract will remain in effect until June 30, 2024 at which time it will be renegotiated under the terms of this Agreement
5. The Employer shall compensate a newly hired employee one-dollar (\$1.00) per hour below that of the base rate for his/her classification grade for the first twelve (12) months of employment. After employee's successful completion of his/her twelve (12) month probation period, the Employer shall compensate employee in accordance with the position's pay schedule.
6. Employees will receive differential pay of seventy-five cents (\$.75) per hour for the afternoon shift and one dollar (\$1.00) per hour for the night shift in addition to any other compensation.

Afternoon shift shall be hours between 3 p.m. and 11 p.m. Night shift shall be hours between 11 p.m. and 7 a.m.
7. When an employee is temporarily assigned to a higher grade, the employee shall receive the wage rate of the step of the higher grade corresponding to his/her current step for each hour worked in the higher grade, provided however, that if such employee works four (4) hours or more in the higher grade in the same shift. The employee shall receive the higher rate of pay for the full shift.

ADDENDUM "B" (continued)

Grade	Position	7/01/21 To 6/30/22	7/01/22 To 6/30/23	7/01/23 To 6/30/24
1				
2	Animal Control & Parking Attendant (Vacant—Grade and salary to be negotiated when filled through future negotiations)	\$16.50	\$16.83	\$17.33
3	Communications Officer I	\$21.80/hr	\$22.24/hr	\$22.91/hr
4	Communications Officer II	\$22.88/hr	\$23.34/hr	\$24.04/hr
5	Communications Officer III	\$24.18/hr	\$24.66/hr	\$25.40/hr
6	Police Officer, Patrolman	\$24.59/hr	\$25.08/hr	\$25.83/hr
7	Police Officer, Senior Patrolman	\$25.67/hr	\$26.18/hr	\$26.97/hr
8	Police Officer, Master Patrolman	\$27.30/hr	\$27.85/hr	\$28.69/hr
9				

A. Senior Patrolman wage is a minimum of \$1.00 per hour over Patrolman's base wage. Master Patrolman wage is a minimum of \$2.50 per hour over Patrolman's base wage.

B. Communication Officer II wage is a minimum of \$1.00 per hour over Communication Officer I base wage. Communication Officer III wage is a minimum of \$2.20 per hour over Communication Officers I base wage.

ADDENDUM "F"
POLICE/DISPATCH - ANIMAL CONTROL/PARKING
RETENTION SYSTEM

Years of Service = \$.05/hour Increase beginning 2nd year of employment
\$.10/hour increase beginning year 11-15 and then returns to \$.05/hour.

Years	Increase/Hour	Yearly Increase
1	\$.00	\$.00
2	\$.05	\$ 104.00
3	\$.10	\$ 208.00
4	\$.15	\$ 312.00
5	\$.20	\$ 416.00
6	\$.25	\$ 520.00
7	\$.30	\$ 624.00
8	\$.35	\$ 728.00
9	\$.40	\$ 832.00
10	\$.45	\$ 936.00
11	\$.55	\$1,144.00
12	\$.65	\$1,352.00
13	\$.75	\$1,560.00
14	\$.85	\$1,768.00
15	\$.95	\$1,976.00
16	\$ 1.00	\$2,080.00
17	\$ 1.05	\$2,184.00
18	\$ 1.10	\$2,288.00
19	\$ 1.15	\$2,392.00
20	\$ 1.20	\$2,496.00
21	\$ 1.25	\$2,600.00
22	\$ 1.30	\$2,704.00
23	\$ 1.35	\$2,808.00
24	\$ 1.40	\$2,912.00
25	\$ 1.45	\$3,016.00

Amounts will not compound. This is for all 303 Members. This amount is based on work year of 2080 hours/year. Yearly amount will depend on regular hours worked. There is no cap on years of service.

File Attachments for Item:

2. Resolution - Dynamic Designs Encroachment Permit to Install Handicap Accessible Ramp at Front Door.

RESOLUTION NO. R21-__

A RESOLUTION APPROVING AN ENCROACHMENT PERMIT FOR A PORTION OF THE SIDEWALK LOCATED AT 206 1ST AVENUE FOR THE INSTALLATION OF A PERMANENT HANDICAP RAMP FOR PURPOSES OF COMPLIANCE WITH APPLICABLE BUILDING AND ACCESS CODES.

WHEREAS, the owners of the building located at 206 1st Avenue (“Property Owners”) who currently operate a business known as “Dynamic Designs” at the same address, have filed an application seeking an Encroachment Permit authorizing the construction and installation of a handicap ramp which will be permanently affixed to their building; and

WHEREAS, the Property Owners advised the ramp will utilize a portion of the City sidewalk which is a public right-of-way, however the use will not unduly impact or impede pedestrian traffic on the remaining side walk; and

WHEREAS, City Staff reviewed the application and supporting materials, attached hereto and incorporated herein, and recommends the City Council approve the Encroachment Permit pursuant to the authority provided the City Council under Chapter 12.16.040, LMC; and

WHEREAS, upon review of this situation and the special facts and circumstances surrounding this situation, the City Council has determined issuance of an Encroachment Permit is appropriate and in the City’s best interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the attached Encroachment Permit is hereby approved for the installation and construction of a permanent handicap access ramp for the building located at 206 1st Avenue within the City of Laurel; and

BE IT FURTHER RESOLVED, that the permit shall remain valid and run with the property so long as the handicap ramp is not removed by the Property Owner. The Mayor/City Staff are authorized to execute and record the attached Encroachment Permit on behalf of the City of Laurel.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of _____, 2021.

APPROVED by the Mayor this ___ day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer
Approved as to form:

Sam S. Painter, Civil City Attorney



CITY OF LAUREL, MT

PO BOX 10 LAUREL, MT 59044

Encroachment Permit

Instructions:

1. Submit a completed Encroachment Permit application in duplicate (original signatures on both) with all necessary supplementary documents to the Public Works Department.
2. Pay the Encroachment Permit fee as established by the adopted Laurel Schedule of Fees at time of permit submittal.
3. The Public Works Department will review the application and approve, approve with conditions, or deny the permit application within 10 working days.
4. If the Public Works Department decides to approve or approve with conditions, Application will be sent to City Council for final approval.
5. If the Public Works Department denies the application, the applicant may appeal to Laurel City Council.
6. Permit approval will be followed by a return of a fully executed and approved permit form.

The undersigned hereby makes application for permission to encroach upon public right of way within the city limits of the City of Laurel, MT at the location described below and as shown on the attached site plan hereby made part of the application.

Applicant Name (or Representative): Don Smarsh

Job Address: 206 1st Ave Laurel MT 59044

Legal description: Lot #: _____ Block: _____ Tract: _____

Property Owner: Don & Shelly Smarsh Property Owner Phone: 406-208-5358

Property Owner Address: 1940 Ranch Trail Rd Laurel MT 59044 Email: donadynamixpnomoproducts.com

Contractor: MKM Construction, Montana Ironworks Business Phone: 406-628-4718

City of Laurel Business License #: 111 Email: _____

Completion Date: November 2021 - weather permitting

Project Description: Add handicap entrance to front of building.

This will bring building to current codes.

Location of installations or structures to be installed: Front of building at 206 1st Ave. Dynamix Design

Permit timeline (Length of time Permit is Desired for): Permanent handicap ramp.

I, the undersigned, request permission to work in the public right-of-way within the city limits of the City of Laurel, MT, at the above location subject to the rules and regulations set forth in Chapter 12 of the Laurel Municipal Code specifying current Montana Public Works Standard Specifications. In consideration for this permission, the applicant agrees to the following:

1. All construction concerning this permit will be in a safe manner so as not to interfere with or endanger public travel and to perform all work in a neat and workman type manner using material acceptable to the Building Official or the Director of Public Works and that the right-of-way will be cleaned and left in a condition equal to or better than the original condition.
2. The applicant will fully protect the traffic on the highway, street, alley, sidewalk, or public right-of-way during construction covered hereunder by proper and applicable signs, barricades, flagmen, and lights to indemnify and hold harmless the City of Laurel, its officers and employees, from all damages, expense, claims or liabilities

arising out of any alleged damages of any nature, any person or property, due to the construction performance or nonperformance of work or existence of said construction.

3. No work shall be done in such a manner that there will be parking or servicing of vehicles on the public right-of-way or adjacent sidewalks.
4. Special additional requirements: _____

Signature of Applicant: _____

Date: 10-14-21

Name of Applicant (Printed): _____

Don Smarsh

Public Works Department hereby ☒ Approves ☐ Approves with Conditions ☐ Denies Application for Encroachment Permit.

Public Works Director: _____

[Signature]

Date: 10-14-2021

Additional Staff Comments: _____

To meet ADA Compliance - KC

Encroachment Permit Application Fee: \$ waived

Annual Encroachment Rental Fee: \$ _____

Total amount due: \$ _____

- ☐ Application
- ☐ Site Plan
- ☐ Special Provisions Permit

SPECIAL PROVISIONS TO ENCROACHMENT PERMIT

The attached application for encroachment permit filed by Don Smarsh is hereby granted and approved subject to the following conditions:

1. **TERM:** This permit shall be in full force and effect from the date hereof until revoked as provided in Section 3 herein.
2. **RENTAL FEES:** Annual Encroachment Rental Fees shall be as established by Resolution of the City Council.
3. **REVOCATION:** This permit may be revoked by the City upon written notice to Permittee, at the address shown on the application hereto attached, but the City reserves the right to revoke this permit without notice in the event Permittee breaks any conditions or terms of the permit application or as set forth herein.
4. **COMMENCEMENT OF WORK:** No work shall be commenced until permittee notifies the Public Works Department when he proposes to commence work.
5. **CHANGES IN STREET:** If the City changes street, necessitating changes in the structure or installation under this permit, Permittee shall make necessary changes at their own expense.
6. **CITY SAVED HARMLESS FROM CLAIMS:** In accepting this permit the Permittee, their successors or assigns, agree to protect the City and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation or by the improper occupancy of said right-of-way, and in case any suit or action is brought against the City and arising out of, or by reason of, any of the above causes, the Permittee, their successors or assigns, will, upon notice to it/him of the commencement of such action defend the same at its/his sole cost and expense and satisfy and judgement which may be rendered against the City in any such suit or action.
7. **COMPLETION – CITY APPROVAL:** All work completed under this permit must be to the satisfaction of the City. Any required corrections to such work performed must be made at the Permittee's expense.

Proposed with handicap



Proposed with handicap



Giving You A
BETTER IMAGE
Since 1993





Giving You A
BETTER IMAGE
Since 1993

Proposed with handicap



Existing



Proposed with handicap



Existing



File Attachments for Item:

3. Resolution - A Resolution Authorizing The Mayor To Execute A Contract With “In Control, Inc.” To Prepare A Pre-Engineering Survey For The City’s Waste Water Treatment Plant.

RESOLUTION NO. R21-__

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH
“IN CONTROL, INC.” TO PREPARE A PRE-ENGINEERING SURVEY FOR THE
CITY’S WASTE WATER TREATMENT PLANT.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Contract between the City of Laurel and In Control, Inc. for the preparation of a Pre-Engineering Survey for the City’s Water Treatment Plant as described in the attached Contract and Proposal (Exhibit A) is accepted and approved.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the Contract on behalf of the City.

Section 3: Effective date. The effective date for the attached Contract is the date this Resolution is approved by the City Council.

Introduced at a regular meeting of the City Council on October 26, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 26th day of October 2021.

APPROVED by the Mayor this 26th day of October 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 26th day of October 2021, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and InControl Inc., a contractor licensed to conduct business in the State of Montana, whose address is 10352 Jameston St. NE, Blaine, MN 55449, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated October 13, 2021, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor fifty thousand dollars and no cents (\$50,000.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the

results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles

used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

SECTION SIX COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

SECTION SEVEN NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

SECTION EIGHT DEFAULT

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

SECTION NINE TERMINATION

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

SECTION ELEVEN
ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

SECTION TWELVE
ENTIRE AGREEMENT

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION FOURTEEN
SEVERABILITY

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

SECTION FIFTEEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 26th DAY OF OCTOBER 2021.

CITY OF LAUREL

CONTRACTOR

Thomas C. Nelson, Mayor

InControl Inc.

ATTEST:

Employer Identification Number

Bethany Langve, Clerk/Treasurer



In Control, Inc.
10350 Jamestown St. NE
Blaine, MN 55449

PROPOSAL # QP21101101-01

To: City of Laurel

Date: October 13, 2021

From: Cade Beeton

Valid: 45 days

Page: 1 of 5

Attn: Mr. Nathan Herman

Re: City of Laurel Wastewater Treatment Plant Pre-Engineering
Survey (Time & Expense Basis)

In Control Inc. is pleased to provide our proposal for services as part of the project referenced above. This proposal is based upon discussions with Nathan Herman as well as our knowledge of the existing control system from previous work performed by In Control at the City of Laurel Wastewater Treatment Plant (WWTP). The outcome and deliverables of this project will provide In Control the proper documentation, wire labeling, backup configurations, process loop descriptions, system diagrams and understanding of the existing control system in order to safely and efficiently upgrade the plant in the future.

It is the position and recommendation of the In Control Engineering Team that this Pre-Engineering Survey, documentation, wire labeling and the necessary reverse engineering of the existing system be completed prior to a system upgrade. This will reduce the risk and time associated with upgrading to the future system. It is the intent of In Control to incorporate our proven standards and programming as much as possible on an upgraded control system to provide effective and efficient operation of the City of Laurel WWTP for decades to come.

It is the expectation of In Control that the City of Laurel provide timely responses to requests for data, photos of equipment, review of documents, providing feedback and any other information that In Control may require during the execution of this work.

Proposed Services

Item 1 - Master Planning and Onsite Survey

In Control will perform the following items. These services will be performed under the direction and in coordination with the City of Laurel WTP Personnel to have as little disturbance as possible to plant operations.

A. Master Planning

1. A project team consisting of (1) engineer and up to (2) technicians will be assigned to the project.
2. Engineering review meetings will be conducted on a weekly or bi-weekly basis as required.

B. Onsite Services and Onsite Survey

1. Panel and field wiring will be traced to wire destinations and wire labels will be installed.
2. As Found configurations of PLC's, Radios, Switches, etc. will be documented.
3. Model numbers, serial numbers and other pertinent information from existing equipment will be gathered for documentation purposes.
4. Project Team will work with plant personnel to power down panels and systems to see and document how other panels and systems are affected.
5. Project Team will work with plant personnel to document process diagrams, process loop descriptions and sequence of operation detailing system functions and operation.
6. Project Team will work with plant personnel in identifying modes and programs that are still operational as well as those that are no longer operational so they can be eliminated early on.
7. Project Team will work with plant personnel in defining what the changeover plan looks like.

Item 2 - Professional Engineering and Deliverables

In Control will perform the following items and provide the following Deliverables.

A. Professional Engineering

1. The drawings and documentation that currently exist in the O&M manuals provided will be combined with the Onsite Survey to understand and document the existing control system.
2. The existing drawings and documentation will be redlined for any discrepancies in the current state of the system and changes will be documented.
3. The PLC and SCADA systems will be reverse engineered as needed and documented.
4. Control panels or systems that don't have adequate documentation or information may be passed on to the In Control Design Team to provide adequate drawings and documentation.
5. Existing panels and equipment to be documented include:

- A. Control Building Panel
- B. Pretreatment Panel
- C. Headworks Panel
- D. Digestor Panel
- E. SCADA System Hardware

B. Deliverables

1. Wire labeling installed in listed panels and documented in new and/or existing documentation.
2. Documentation of process diagrams, process loop descriptions and sequence of operations.
3. Documentation of all communications and communication protocols from system to system.
4. As Found configurations of PLC's, Radios, Switches, etc. will be taken and documented.
5. Model numbers, serial numbers and other pertinent information will also be documented.

2021 Rate Schedule

(effective January 1, 2021)

Professional Engineering Service

Base rate of \$185.00/hour

Sr. Engineer Service

Base rate of \$178.00/hour

Engineering Service

Base rate of \$146.00/hour

CAD and Drafting Services

Base rate of \$110.00/hour

Production Service

Base rate of \$72.00/hour

Integration Consulting Service

Base rate of \$235.00/hour

Scheduled Field Service and Phone Service

Base rate of \$146.00/hour (Minimum Billing for Job Site Visit is \$500.00, Minimum Billing for Phone is 1 hour).

Emergency Service

Emergency Service is billed for unscheduled work, which requires immediate attention, at 1.5 x the base rate, and 2.0 x the base rate on Saturdays, Sundays, holidays, and outside extended business hours (7:00AM-7:00PM) during the workweek.

Overtime

Overtime is billed for any work that exceeds 12 hours per day and is billed for unscheduled work on Saturdays at 1.5 x the base rate, and 2.0 x the base rate on Sundays and holidays.

Travel Expenses

Mileage is billed at \$0.75/mile. Other travel expenses including airfare, rental car, and living expenses are billed at cost. Meals are charged at \$55/day.

Escalation

On an annual calendar basis In Control may increase the average rates in this Rate Schedule no more than 3.0%. This increase would reflect the expected increase in labor costs due to inflation and other factors.

Proposal Summary

The price for this Pre-Engineering Survey on a Time and Expense schedule with standard In Control rates is a Not-To-Exceed price of \$50,000.00 USD.

TERMS: Services will be billed on a monthly basis as services are rendered with standard terms of net 30 days.

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

Cade Beeton
Technical Sales Engineer
Mobile: 406.661.4795
Office: 763.783.9500
E-Mail: cade.beeton@incontrol.net

ACCEPTANCE: To accept this proposal please return a signed copy with purchase order. Thank you!

Signature: _____

Purchase Order: _____

Print Name: _____

Date: _____

Title: _____

Proposal Number: QP21101101-01

Standard Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") issuing the purchase order ("Order") and In Control, Inc. ("In Control").

1. **ACCEPTANCE** – Acceptance of this Order will be in writing within 30 days of Order receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Order will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.
2. **TERMINATION** – Notification of termination of this Order shall be made in writing with 14 days notice. If Purchaser terminates this Order at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination. This payment will also include a fee of 10% of the Order value to cover the expense of terminating the contract.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Order, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.
4. **INDEMNIFICATION** - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Order, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Order.
5. **LIMITATIONS OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.
6. **FORCE MAJEURE** – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
7. **WARRANTY** - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. This warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.
8. **TRANSPORTATION** - Unless otherwise specified, all deliveries from In Control will be F.O.B. factory, freight prepaid.
9. **ESCALATION** – This Order is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Order, unable to complete the work at the present prices and wages, then the Order sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.
10. **PAYMENT TERMS** - The payment terms are due upon invoice receipt. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.
Order value will be invoiced in full upon shipment unless specific terms are described in the proposal. No retainage is allowed.
11. **NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
12. **REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.

File Attachments for Item:

4. NorthWestern Energy Easement Discussion

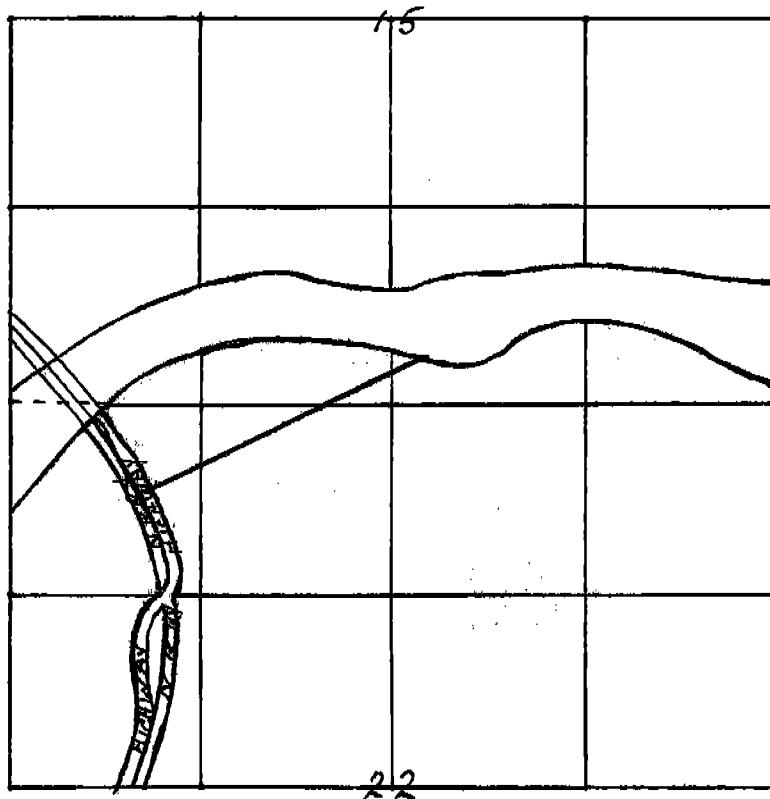
No. 32407.



**AN ABSTRACT OF THE RECORD TITLE
TO THE FOLLOWING DESCRIBED
PREMISES IN
YELLOWSTONE COUNTY, MONTANA**

Beginning at a point on the North and South Quarter Section line 195 feet North of the quarter corner between Sections 15 and 22, in Township 2 South, Range 24 East, M.P.M., in Yellowstone County, Montana, and running thence South $64^{\circ} 32'$ West a distance of approximately 1865 feet to the East line of public highway No. 310, thence in a Northerly direction along the East line of said highway to the intersection of the South Bank of the Yellowstone River, thence in an Easterly direction along the South Bank of said river to a point which is approximately 220 feet East of said North and South quarter section line, thence South 64° West to the point of beginning, excepting rights of way for public roads, drainage and irrigation canals.

Abstract #32407



Map of $S\frac{1}{2}$ of Sec. 15 and of the $N\frac{1}{2}$ of
Sec. 22, Twp. 2 S., Rge. 24 E., M. P.
M. in Yellowstone County, Montana.



Abstract No.

Entry No.

CHAPTER 75, OF THE SESSION LAWS OF THE SIXTEENTH LEGISLATIVE
ASSEMBLY OF THE STATE OF MONTANA.

An Act Establishing and Defining the Boundary Line between
Yellowstone County and Carbon County, State of Montana.

Be it enacted by the Legislative Assembly of the State of
Montana;

Section 1. That the boundary lines between Yellowstone County and Carbon County, State of Montana, are by this Act established and shall be hereby known as follows:

Beginning at that point on the Yellowstone River where the West line of Section 21, in Township Two (2) South, Range Twenty-four (24) East, Montana Principal Meridian, Montana, intersects the said river, thence South along the West line of Section 21 and the West line of Sections 28 and 33 in said township to that point on the Clark Fork River where it is intersected by said line; thence in a south-westerly direction along the said Clark Fork River to that point thereon where it is intersected by the West line of Section 8, in Township 3 South, Range 24 East, Montana Principal Meridian, Montana; thence South along the West line of said Section 8 and the West line of Sections 17, 20, 29 and 32 of said township to the Southwest corner of Section 32, Township 3 South, Range 24 East, Montana Principal Meridian, Montana; thence east along the South line of said township to the southeast corner thereof, to connect with and intersect the present boundry line between the County of Yellowstone and the County of Carbon, except as thus changed and established the boundary lines between the County of Yellowstone and the County of Carbon shall be and remain as heretofore established.

Section 2. The Chairmen of the Boards of County Commissioners of the Counties of Yellowstone and Carbon, together with the Judge of the District Court of the Sixth Judicial District of the State of Montana, shall meet at the Court House in the City of Billings, Montana, on a day to be named by said District Judge and proceed to equitably adjust and apportion, and shall equitably adjust and apportion between said counties the bonded indebtedness of Carbon County, as same shall be affected by the territory segregated by this Act from said County of Carbon.

(continued on next sheet).

Abstract No.

Sheet No 2. of Entry No.

Section 3. Immediately after said adjustment and apportionment, as provided for in this Act, shall have been made and certified to the said Boards of County Commissioners, the County Commissioners Yellowstone County, if any sum shall have been apportioned to Carbon County, shall cause to be drawn, issued and attested a lawful warrant on the general fund of Yellowstone County payable to the County of Carbon in payment of the amount of indebtedness of Carbon County, that shall have been apportioned to the Territory hereby segregated from Carbon County and attached to Yellowstone County.

Section 4. That the Judge of the Sixth Judicial District of the State of Montana for his services in acting upon said Commission shall receive, in addition to his salary fixed by law, the sum of Twenty Dollars (\$20.00) per day for the time that he shall actually be employed in the work of said Commission, and also his necessary traveling expenses, which shall be paid as may be directed by said Commission by either the County of Cardon or the County of Yellowstone, or in part by each of said Counties, upon presentation of verified claims to the Board or Boards of the County Commissioners required to pay such expenses.

Section 5. All Acts and parts of Acts in conflict herewith are hereby repealed.

Section 6. This Act shall be in full force and effect from and after its passage and approval.

Approved March 3, 1919.

Abstract No.

Entry No.

C E R T I F I C A T E.

Recorded Vol. Mis. L page 442.

State of Montana.)
County of Carbon.) SS.

I, H. P. Sandels, County Clerk and Recorder in and for the said County, and State, do hereby certify, that the foregoing instruments of writing from page 300 to 442, both inclusive, are full, complete and exact copies of the several instruments thereon written, as shown in Water Right Records, Ranch Declaration Records, Lease Records, and Miscellaneous Records, of said Carbon County, Montana.

In testimony whereof I have hereunto set my hand and affixed the seal of my office, at Red Lodge, Montana, this 9th day of May, 1919.

H. P. Sandels, County Clerk and
Recorder. Seal.

Abstract No.

Entry No.

C E R T I F I C A T E.

RECORDED VOL. 71 of Deeds page 300.

State of Montana.)
County of Carbon.) SS.

I, H. P. Sandels, County Clerk and Recorder in and for said County, and State, do hereby certify that the foregoing instruments of writing from page 1 to 300 both inclusive, are full, true and exact copies of the instruments thereon written, as shown by the deed records of Carbon County, Montana.

In testimony whereof I have hereunto set my hand and official seal at my office in Red Lodge, Montana, this 3rd day of May, 1919.

H. P. Sandels.
County Clerk and Recorder.

Seal.

Abstract No.

Entry No.

C E R T I F I C A T E.

MORTGAGE RECORD Vol. 77 page 640.

State of Montana.)
County of Carbon.) SS.

I, H. P. Sandels, County Clerk and Recorder in and for said County and State, do hereby certify, that the foregoing instruments of writing from page 1 to page 640, both inclusive, are full, complete and exact copies of the several instruments thereon written, as shown in the Mortgage Records of said Carbon County, Montana.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of my office, at Red Lodge, Montana, this 8th day of May, A. D. 1919.

H. P. Sandels, County Clerk and
Recorder. Seal.

Abstract No.

Entry No.

C E R T I F I C A T E.

MORTGAGE RECORD VOL. 80 page 219.

State of Montana.)
County of Carbon.) SS.

I, H. P. Sandels, County Clerk and Recorder in and for said County and State, do hereby certify, that the foregoing instruments of writing from page 1 to page 219, both inclusive, are full, complete and exact copies of the several instruments thereon written, as shown in the Mortgage Records, Satisfaction of Mortgage Records, and Assignment of Mortgage Records of said Carbon County, Montana.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of my office, at Red Lodge, Montana, this 9th day of May, A. D. 1919.

H. P. Sandels, County Clerk and
Recorder. Seal.

Abstract No. 32407.

Entry No.

IN THE DISTRICT COURT OF THE THIRTEENTH JUDICIAL DISTRICT OF
THE STATE OF MONTANA, IN AND FOR THE COUNTY OF YELLOWSTONE.

In the Matter of the
Organization,

of

The Danford Irrigation
District.

CERTIFIED COPY OF DECREE. 139408.

Recorded Vol. 3 of Decrees, page
526.

Dated September 3, 1920.

Filed October 2, 1920 at 1:28 PM.

This cause coming on regularly to be heard this 3rd day of September, A. D. 1920, in open court, and it appearing satisfactorily to the Court that a petition in the form prescribed by law was duly filed in said cause signed by a majority in number of the holders of title, or having evidence of title, to lands susceptible of irrigation from the same general source, and by the same general system of works, in which petition was set forth the name suggested for said proposed district, towit: Danford Irrigation District, a general description of the lands to be included in the proposed district, the names of the holders of title, or having evidence of title, to the lands in the proposed district, the source from which the lands in the proposed district are to be irrigated, the character of the works, water rights, canals and other property proposed to be acquired or constructed for irrigation purpose in the proposed district, and praying that the lands embraced within the proposed district be organized as an irrigation district according to the provisions of this act, which petition was accompanied by a plat of the proposed district and a good and sufficient bond or undertaking; and it further satisfactorily appearing to the Court that upon the filing of such petition, an order was duly given and made fixing the time and place of hearing on said petition and directing that notice thereof be given; and it further satisfactorily appearing to the court the notice of said hearing, together with a copy of said petition, was published in the Billings Times, a newspaper published in Yellowstone County, where land within said proposed district is situated and where said petition is filed, and in the Picket Journal, a newspaper published in Carbon County, where the land within said proposed district is situated; for two successive calendar weeks, the first publication of said notice and petition in each case being not less than thirty days prior to the time mentioned in said notice for said hearing; and it satisfactorily appearing to the Court that none of the holders of title or evidence of title to

(continued on next sheet).

lands within the proposed district are non-residents of the County of Yellowstone, and the County of Carbon; and it further satisfactorily appearing to the Court that the greater portion of the lands to be included within said district is situated in Yellowstone County; and it further satisfactorily appearing to the Court that a formal waiver has been filed herein, wherein the owners of the land to be included within said district, excepting Frank Moessner, consented; that said Court shall by its decree in said matter include all of the lands mentioned in this decree within said district, waiving any and all irregularities or defects occurring, or which may have occurred heretofore in said proceedings; and the Court being satisfied by the evidence offered and the proceedings had that all of the requirements of the laws of the State of Montana relative to the organization and formation or irrigation districts have been complied with, and that the facts stated in said petition are true, and that this is a proper case for the entering of an order as prayed for in said petition.

Now, therefore, it is ordered, adjudged and decreed, that said petition be and the same is hereby allowed.

It is further ordered, adjudged and decreed that an irrigation district to be known as the Danford Irrigation District, to include the lands hereinafter specifically described, be and the same is hereby established, and that the lands to be included therein are described as follows, to wit:

(With other lands)
Owner Frank Platz:

The N $\frac{1}{2}$ of the SouthEast forty of the NW $\frac{1}{4}$ of Sec. 22, T. 2 S. R. 24 E. P.M.M., containing 20.00 acres.

Also part of Lot 1, Sec. 22, T. 2 S., R. 24 E. P.M.M., containing .56 acres, and described as follows: Beginning at the center of the NW $\frac{1}{4}$ of Sec. 22, T. 2 S., R. 24 E. P.M.M., thence West 421 feet, thence North 72° 20' East 218 feet; thence North 53° 15' East 219 feet; thence North 11° 17' East 290 feet; thence South 470 feet to point of beginning.

Also part of the Northeast forty of the NW $\frac{1}{4}$ of Sec. 22. T. 2 S., R. 24 E. P.M.M., containing 33.44 acres, and described as follows: Beginning at the North quarter corner of said Sec. 22, thence West 311 feet; thence south 64° 50' West 877 feet; thence South 41° 18' West 260 feet; thence South 11° 17' West 264 feet; thence South 470 feet; thence East 1320 feet; thence North 00° 18' East 1320 feet to place of beginning.

Also part of Lot 5, Sec. 15, T. 2 S. R. 24 E. P.M.M., containing 1.07 acres, and described as follows: Beginning at the North quarter corner of Sec. 22, T. 2 S., R. 24 E. P.M.M., thence

Abstract No. 32407.
Decree --- #3.

west 311 feet, thence North 64° 20' East 350 feet; thence South 00° 18' West 146 feet to point of beginning.

Above land being situated in Yellowstone County.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the said district be and the same is hereby divided into three divisions as follows, to-wit:

Division 1, all lands North of South line of Sec. 28, Twp. 2 S., Rge. 24 E.

Division 2, all lands south of South line of Sec. 28, and North and South line of Secs. 32 and 33, Twp. 2 S., Rge. 24 E.

Division 3, All lands South of South line of Secs. 32 and 33, Twp. 2 S., Rge. 24 E.

It is further Ordered, Adjudged and Decreed that the following named persons be and they are hereby appointed commissioners for the districts or divisions indicated:

Division 1 -- T. L. Wilkins.
Division 2 -- Gertrude Van Doren.
Division 3 -- Rudolf Fritz.

A. C. SPENCER, Judge.

STATE OF MONTANA,
County of Yellowstone. ss.

I, Fred Inabnit, Clerk of the above named Court, do hereby certify that the attached is a full, true and correct copy of the original decree in the matter of the organization of the Danford Irrigation District, in so far as it describes the lands situate in Yellowstone County, Montana, which was filed in this office on Sept. 3, 1920.

In witness whereof, I have hereunto set my hand and affixed the seal of said court, this 2nd day of October, 1920.

FRED INABNIT, Clerk of the District Court,
Thirteenth Judicial District of the State of
Montana, in anf for the County of Yellowstone.
By W. S. O'BRIAN, Deputy.



(Court Seal)

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Abstract No. 32407.

ARTICLES OF INCORPORATION.

DANFORD DITCH COMPANY

Dated Mar. 7, 1913.

To

Filed Mar. 8, 1913 at 2:30 P.M.

THE PUBLIC.

File #1184.

UNDER THE LAWS OF THE STATE OF MONTANA.

NAME: Danford Ditch Company.

PURPOSES: ---to construct or purchase, maintain and operate canals for purpose of furnishing water for irrigation of lands owned by subsequent stockholders and others who now own or may hereafter own lands under said ditch and for other useful and domestic purposes on said lands ---

PRINCIPAL PLACE OF BUSINESS: Bryan School House, Carbon County, Montana.

TERM: 40 years. CAPITAL STOCK: \$40,000.00.

T. L. WILKINS.
G. E. VAN DOREN.
RUDOLPH FRITZ.
O. M. WARFIELD.

Acknowledged Mar. 7, 1913, by T. L. Wilkins, G. E. Van Doren, Rudolph Fritz and O. M. Warfield, before Wm. Johnston, Notary Public for the State of Montana, residing at Billings. Commission expires April 21, 1914. Seal.

(Attached is Certificate of County Clerk and Recorder that foregoing is true copy from Carbon County, Montana, files.)

(Attached is proceedings authorizing bonding of district for \$21,000.00 filed Jan. 24, 1921 at 9:46 A.M. in Carbon County, Montana, and provides for annual levy on lands and collection of special taxes and assessments for payment of interest and bonds.)



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Abstract No. 32407.

MINUTES OF SPECIAL MEETING.

DANFORD DITCH COMPANY,

Dated Nov. 10, 1920.

To

Filed July 18, 1921 at 9:44 A.M.

THE PUBLIC.

Filed Only.

Document #149491.

At a special meeting of the Stockholders of Danford Ditch Company held--on Nov. 6, 1920, the following resolution was adopted:

"That the officers of the Danford Ditch Company sell and convey to Danford Irrigation District, or any other purchaser, all water, water rights, ditch, ditch rights and rights of way, and all property now owned by said Danford Ditch Company, for the sum of \$21,000.00, which said sum represents the indebtedness of Danford Ditch Company, and upon the payment of said sum, that the President and Secretary of said Danford Ditch Company are hereby authorized and directed to execute necessary deeds of conveyance of said property to said Danford Irrigation District, or to such other purchaser as may pay said price."

R. C. WILKINS, Chairman

Attest: G. E. VAN DOREN, Secretary.

Acknowledged Nov. 10, 1920, by R. C. Wilkins and G. E. Van Doren, known to be the person who signed foregoing minutes as Chairman and Secretary of Special Stockholders Meeting respectively, and acknowledged that they executed the same as said Chairman and Secretary, before George S. Smith, Notary Public for the State of Montana. Residing at Billings, Montana. Commission expires Jan. 14, 1923. Seal.

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Abstract No. 32407.

WARRANTY DEED

DANFORD DITCH COMPANY, a
corporation, of Montana,

To

DANFORD IRRIGATION DISTRICT,
an irrigation district formed
under the laws of Montana,
and to its successors and
assigns forever.

Dated Nov. 6, 1920.

Filed July 18, 1921, at 9:46 A.M.

Rec. Book 79, page 253.

Document #149492.

Consideration: \$1.00

GRANT, BARGAIN, SELL AND CONVEY -- real property in the Counties of Yellowstone and Carbon, State of Montana; all water, water rights, ditch and ditch rights now owned by said Danford Ditch Company which said ditches and rights-of-way conveyed herein starts at a point on the Clarks Fork River in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 13, Twp. 3 S., Rge. 23 E., M.P.M., in Carbon County, Montana, thence passing in north and easterly direction through Sections 12, Twp. 3 S., Rge. 23 E., Sections 7 and 6 in Twp. 3 S., Rge. 24 E., Sections 31, 32, 33, 28 and 21, Twp. 2 S., Rge. 24 E., to the NW $\frac{1}{4}$ of Sec. 22, Twp. 2 S., Rge. 24 E., M.P.M., in Yellowstone County, Montana; said ditch runs and extends in a north and easterly direction from its headgate to its terminus.

That the said water right hereby conveyed by said Danford Ditch Company to said Danford Irrigation District, consist of 1500 inches of water appropriated by the predecessors in interest of said Danford Ditch Company on or about June 1, 1900, and all rights in and to said water of the Clarks Fork River acquired by said Danford Ditch Company and now owned or held by it. This deed is intended to convey all of the property of said Danford Ditch Company to the said Danford Irrigation District --- with appurtenances ---

TO HAVE AND TO HOLD, all and singular the premises with appurtenances unto the said second party, its heirs and assigns forever.

DANFORD DITCH COMPANY

By ROY C. WILKINS, Pres.

Attest: G. E. VAN DOREN, Secretary.

(Corporate Seal)



Abstract No. 32407.
W. D. --- #2.

Acknowledged Nov. 6, 1920, by Roy C. Wilkins known to be the President of the corporation that executed the within instrument and acknowledged that such corporation executed the same, before John G. Skinner, Notary Public for the State of Montana. Residing at Red Lodge, Mont. Commission expires May 12th, 1923. Seal.

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Abstract No. 32407.

NOTICE OF APPROPRIATION OF
WATER RIGHT.

FRANK G. NEVILLE,

Dated Feb. 2, 1909.

To

Filed Feb. 27, 1909 at 4:20 P.M.

THE PUBLIC.

Rec. Book "L" Misc., page 316.

Transcribed from Water Right
Record 3, page 125, Carbon Co.
Records.

GIVES NOTICE---that he has a legal right to the use, possession and control of and claims 50 cubis feet per second of time of the waters of Clark Fork in Carbon County, Montana.

Purpose for which said water is claimed is for irrigating lands lying in Twp. 3 S., Rge. 23 E. and that certain part of Twp. 2 S., Rge. 24 E., which lies South of Yellowstone River and West of Clark's Fork River---and any other land which lies under any tributary thereof---

Point of diversion is in Sec. 25, Twp. 3 S., Rge. 25 E. -- and runs in generally North direction to and upon lands to be irrigated---

Date of Appropriation is Feb. 2, 1909.

Name of appropriator is Frank G. Neville.

FRANK G. NEVILLE.

Acknowledged Feb. 23, 1909, by Frank G. Neville, before William H. McCreery, Notary Public for Larimer County, Colorado. Commission expires Aug. 19, 1909. Seal.

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Abstract No. 32407.

BILL OF SALE

JOHN KINNICK and LIZZIE
KINNICK

Dated June 9, 1905.

Filed Aug. 9, 1906, at 8:35 A.M.

To

Rec. Book E Misc1., page 322.

MRS. R. A. KINNICK.

Consideration: Value received.

SELL AND TRANSFER AND DELIVER:

All improvements, houses, barns, corralls and fencing,
NW $\frac{1}{4}$ Sec. 22, Twp. 2 S., Rge. 24 E., --- Also 1/6
interest in the Davis ditch. 10 shares of Mason
ditch stock.

JOHN KINNICK
LIZZIE KINNICK.

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Abstract No. 32407

PATENT.

THE UNITED STATES OF AMERICA,

Dated April 20, 1911.

To

Filed April 24, 1912, at 1:00 P.M.

JOHN KINNICK

Rec. Book 71 Page 82.

Document # 16537.

Pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain" and the acts supplemental thereto.

GRANTS:

Lots 5 and 6 of Sec. 15, and Lot 1 and E $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 22, Twp. 2 S., Rge. 24 E., of the Montana Meridian, containing 162.90 acres ---

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

By the President: WM. H. TAFT

By M. P. LeROY, Secretary.

(Seal)

JOHN D'CONNELL,
Acting Recorder of the General Land Office.

Recorded: Patent Number 191781.
Billings 0293.

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Transcribed from Deed Book 18, page 554, Records of Carbon County, Montana.
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Abstract No. 32407.

QUIT CLAIM DEED

JOHN KINNICK, and ELIZABETH
KINNICK, husband and wife, of
Laurel, Montana,

Dated Feb. 23, 1912.

Filed Feb. 23, 1912, at 2:40 P.M.

To

Rec. Book 71, page 9.

JOSEPH KINNICK, of Park City,
Montana.

Document #15960.

Consideration: \$6662.00.

REMISE, RELEASE AND FOREVER QUIT-CLAIM -- real estate in Carbon
County, Montana, to-wit:

Lots 5 and 6 Sec. 15 and Lots 1 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$
of Sec. 22, Twp. 2 S., Rge. 24 E., N. P.M. --- with
appurtenances ---

TO HAVE AND TO HOLD, all and singular the said premises with the
appurtenances of the above discribed lands unto the said second party,
his heirs and assigns forever.

JOHN KINNICK
ELIZABETH KINNICK

Acknowledged Feb. 23, 1912, by John Kinnick and Mrs. Elicabeth
Kinnick, before W. H. Close, Notary Public in and for the said County
of Carbon. Residing at Red Lodge, Montana. Commission expires January
4th, 1915. Seal.

Transcribed from Deed Record 10, page 300, records of Carbon
County, Montana.

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Abstract No. 32407.

AFFIDAVIT

IDA ELIZABETH KINNICK,

Dated ---

To

Filed Aug. 11, 1914, at 1:30 P.M.

THE PUBLIC

Rec. Book L Misc., page 393.

Document #25072.

County of Yellowstone,
State of Montana. ss.

Ida Elizabeth Kinnick, being duly sworn, deposes and says: That she is a citizen of the U. S., above 21 years of age and residing at Laurel, Yellowstone County, Montana, that she is the wife of John Kinnick and one and the same person who executed that certain mortgage to Joseph Kinnick dated Jan. 5, 1911 and recorded Jan. 9, 1911, in Book 11 of mortgages, page 153, wherein she signed her name as "Lizzie Kinnick", also that she is one and the same person who signed that certain warranty deed to Theodore L. Wilkins, dated Sept. 7, 1911 and recorded Feb. 17, 1912, in Book 20 of Deeds, page 156, wherein she signed her name "Ida Elizabeth Kinnick, that she is one and the same person whose also signed that certain quit claim deed to Joseph Kinnick dated Feb. 23, 1912, and recorded Fenruary 23, 1912, in Book 10 of Quit Claim Deeds, page 300, wherein she signed her name "Elizabeth Kinnick", that this affidavit is given to establish the fact of the different ways of signing her name.

Further affiant sayeth not.

IDA ELIZABETH KINNICK

Subscribed and sworn to May 10, 1912, before Edwin L. Fenton,
Notary Public for the State of Montana. Residing at Laurel, Mont.
Commission expires May 22nd, 1912. Seal.

Transcribed from Misc. Record 3, page 476, Records of Carbon County,
Montana.



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Abstract No. 32407.

MORTGAGE.

JOHN KINNICK and LIZZIE KINNICK,
his wife, both of Carbon County,
Montana,

Dated Jan. 5, 1911.

Filed Jan. 9, 1911 at 1:00 P.M.

To

Rec. Book 77, page 357.

JOSEPH KINNICK, of Park City,
Montana.

Consideration: \$6033.93.

GRANT, BARGAIN, SELL, CONVEY AND CONFIRM---real estate in Carbon
County, Montana, to-wit:

Lots 5 and 6 of Sec. 15 and Lot 1, and all of the E $\frac{1}{2}$ NW $\frac{1}{4}$
of Sec. 22, except the S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said half quarter, all
of the above described real estate being situated in Twp.
2 S. of Rge. 24 E., M.P.M. ---with appurtenances---

To secure payment of two certain promissory notes of even date
herewith---one for the sum of \$2648.40 and one for the sum of \$3385.33---
with interest---

JOHN KINNICK
LIZZIE KINNICK

Acknowledged Jan. 5, 1911 by John Kinnick and Lizzie Kinnick, his
wife, before Edwin L. Fenton, Notary Public for the State of Montana.
Residing at Laurel. Commission expires May 22, 1912. Seal.

STATE OF MONTANA,
County of Carbon. ss.

For value received I hereby acknowledge full satisfaction of the
within Mtg. and hereby release the same in full. In testimony whereof
I have hereunto subscribed my name this 27 day of June, A. D. 1913.

JOS. KINNICK.

Attest: R. A. FLINN
By C. D. GRAFFT, Deputy.



Transcribed from Book 11 of Mortgages, page 153, Carbon
County Records.

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Abstract No. 32407.

SATISFACTION OF MORTGAGE.

JOSEPH KINNICK, of Park City,
Montana,

Dated May 4, 1912.

Filed Aug. 11, 1912 at 1:25 P.M.

To

Rec. Book 80, page 23.

JOHN KINNICK and LIZZIE
KINNICK, his wife, of
Laurel, Montana.

Consideration: Fully paid.

CERTIFY AND DECLARE that certain Mortgage dated Jan. 5, 1911,
made and executed by John Kinnick and Lizzie Kinnick, his wife, of
Laurel, Montana---to Joseph Kinnick---recorded in the office of the
County Recorder of Carbon County, Montana, in Book 11 of Mortgages,
on page 153, on Jan. 9, 1911---is fully paid, satisfied and discharged.

JOSEPH KINNICK.

Acknowledged May 4, 1912, by Joseph Kinnick, before Edgar B. Camp,
Notary Public for the State of Montana. Residing at Billings, Montana.
Commission expires Mar. 30, 1915. Seal.

Transcribed from Carbon County records, Satisfaction of Mortgages, Book
3, page 347.

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Abstract No. 32407.

MORTGAGE.

JOSEPH KINNICK and RACHEL
A. KINNICK, his wife, of
Park City, Montana,

To

MARY A. GORDON, of
Monrovia, California.

Dated Aug. 15, 1914.

Filed Aug. 19, 1914 at 1:00 P.M.

Rec. Book 77, page 439.

Consideration: \$2500.00.

GRANT, BARGAIN, SELL, CONVEY AND CONFIRM---land in Carbon County,
Montana, to-wit:

Lots 5 and 6 in Sec. 15, and Lot 1, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$, and
the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, all in Twp. 2 S., Rge. 24 E.,
M.P.M. ---with all water rights, ditches, etc. ---with
appurtenances---

To secure payment of one certain promissory note of even date here-
with in the sum of \$2500.00, payable Aug. 15, 1919---with interest---

JOSEPH KINNICK
RACHEL A. KINNICK

Acknowledged Aug. 15, 1914, by Joseph Kinnick and Rachel A.
Kinnick, husband and wife, before Edgar B. Camp, Notary Public for
the State of Montana. Residing at Billings, Montana. Commission
expires Mar. 30, 1915. Seal.

Transcribed from Mortgage Record 19, pages 39 & 40, records of Carbon
County, Montana.

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Abstract No. 32407.

AFFIDAVIT

MABEL MacLEOD

Dated ---

To

Filed Aug. 22, 1918, at 1:30 P.M.

THE PUBLIC.

Rec. Book L Misc., page 440.

Document #54605.

STATE OF MONTANA,
County of Gallatin. ss.

Mabel MacLeod, being first duly sworn, upon her oath, deposes and says: That she resides at Bozeman, Gallatin County, Montana, and she is the daughter and agent of her Mother, Mary A. Gordon, who now resides in California.

That said Mary A. Gordon is the owner and holder of a certain unpaid and unsatisfied note, executed and delivered to her by Joseph A. Kinnick and his wife; and that to secure the payment of said note and indebtedness, the said Kinnicks made, executed and delivered to said Mary A. Gordon, a certain real estate mortgage which said mortgage is recorded in the office of the County Clerk & Recorder of Carbon County, Montana at Red Lodge, in Book 19 of Mortgages at page 39 of said Book.

That said Kinnicks informed said Mary A. Gordon that they were making arrangements to pay off and discharge said note and mortgage and requested said Mary A. Gordon to make, executed and place in escrow in a bank at Laurel, Montana, a satisfaction and release of said note and mortgage, said satisfaction and release to be turned over to the said Kinnicks when they paid into said bank to the credit of said Mary A. Gordon, the money due upon said note and mortgage.

That said Mary A. Gordon according and pursuant to said information and request, made, executed and placed in escrow in said bank, a satisfaction and release of said mortgage and indebtedness.



Abstract No. 32407.
Affidavit --- #2.

That said Kinnicks failed to raise the money and pay off and discharge said note and mortgage or any part thereof; and later on when said Mary A. Gordon demanded the return to her from said bank of the said satisfaction and release of said indebtedness and mortgage, the said bank had lost or mislaid said satisfaction and release of said indebtedness and mortgage, and the same has never been returned to said Mary A. Gordon, although said note and mortgage remains wholly unpaid and is still due and owing to said Mary A. Gordon.

That affiant therefore, respectfully asks that said County Clerk & Recorder record this affidavit of non-payment, and further that he make a cross reference on page 39 of Book 19 of Mortgages in his office that said mortgage is not to be canceled and released at any time upon any satisfaction and release thereof presented to him, except the same be made of a later date than the date of this affidavit.

MABEL MacLEOD

Subscribed and sworn to Aug. 21, 1918, before M. R. Wilson,
Notary Public for the State of Montana. Residing at Bozeman, Montana.
Commission expires April 22, 1919. Seal.

Transcribed from Misc. Record 5, page 582, Records of Carbon County,
Montana.

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Abstract No. 32407.

SATISFACTION OF MORTGAGE.

MARY A. GORDON,

To

JOSEPH KINNICK and
RACHEL A. KINNICK,
his wife.

Dated Nov. 25, 1918.

Filed Feb. 27, 1919 at 1:05 P.M.

Rec. Book 80, page 87.

Document #77858.

Consideration: Fully paid.

CERTIFY AND DECLARE that a certain Mortgage & Trust Deed, dated Aug. 15, 1914, made and executed by Joseph Kinnick and Rachel A. Kinnick, his wife--- to Mary A. Gordon---recorded in the office of the County Recorder of Carbon County, Montana, in Book 19 of Mortgages, on page 39, on Aug. 19, 1914---is fully paid, satisfied and discharged.

MARY A. GORDON.

Acknowledged Nov. 25, 1918, by Mary A. Gordon, before J. L. Staats, Notary Public in and for Gallatin County, Montana. Seal.

Transcribed from Carbon County Records. Sat. of Mtge., Book 4, page 324.

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Abstract No. 32407.

WARRANTY DEED

JOSEPH KINNICK, and RACHEL
A. KINNICK (his wife) of
Park City, Montana,

Dated Feb. 14, 1917.

Filed March 27, 1917, at 2:30 P.M.

To

Rec. Book 71, page 74.

WILLIAM KINNICK, of the
same place.

Document #36762.

Consideration: \$1.00.

GRANT, BARGAIN, SELL, CONVEY AND CONFIRM -- real estate in
Carbon County, Montana, to-wit:

Lots 5 and 6 Sec. 15 and Lot 1 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$
of Sec. 22, Twp. 2 S., Rge. 24 E., of the M.P.M.,
according to the plat --- together with 80 shares
of stock in the Danford Ditch, it being understood
by all parties hereto that this transfer is made sub-
ject to a certain mortgage of \$2500.00 in favor of
Mrs. Mary A. Gordon --- with appurtenances ---

WARRANT AND DEFEND.

JOSEPH KINNICK
RACHEL A. KINNICK
(X Her Mark)

Witnesses:

EDWIN L. FENTON,
MARGARET S. EDICK
IDA E. KINNICK,

Witnesses to Mark of Rachel A. Kinnick.

Acknowledged Feb. 14, 1917, by Joseph Kinnick and Rachael A.
Kinnick, his wife, before Edwin L. Fenton, Notary Public for the State
of Montana. Residing at Laurel, Montana. Commission expires May 22nd
1918. Seal.



Transcribed from Deed Book 17, page 636, records of Carbon
County, Montana.

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Abstract No. 32407.

WARRANTY DEED

WILLIAM KINNICK and GUADALUPE
KINNICK, husband and wife,
of Huntley, Montana,

Dated Nov. 25, 1918.

Filed Jan. 7, 1919, at 1:20 P.M.

To

Rec. Book 71, page 293.

THEODOR E. FLASKERUD, of
Laurel, Montana.

Document #

Consideration: \$8000.00.

Revenue: \$5.50

GRANT, BARGAIN, SELL, CONVEY, WARRANT AND CONFIRM -- real
estate in Carbon County, Montana, to-wit:

Lots 5 and 6 of Sec. 15, Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$
of Sec. 22, Twp. 2 S., Rge. 24 E., of the M.P.M.,
containing 143 acres, more or less -- with appurtenances ---

WARRANT AND DEFEND -- except the mortgage dated Aug. 15, 1914,
in favor of Mary A. Gordon, recorded in the office of the County Clerk
& Recorder of said county in Book 19 of Mortgages on page 39, which
grantee assums and agrees to pay, it being for \$2500.00.

WILLIAM KINNICK
GUADALUPE KINNICK

Acknowledged Nov. 25, 1918, by William Kinnick and Guadalupe
Kinnick, husband and wife, before H. D. Kenyon, Notary Public for the
State of Montana. Residing at Laurel, Montana. Commission expires
Feb. 23, 1921. Seal.

Transcribed from Deed Record 30, page 270, records of Carbon
County, Montana.

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Abstract No. 32407.

MORTGAGE.

THEODOR E. FLASKERUD and ALLIS
D. FLASKERUD, husband and wife,
of Carbon County, Montana,

Dated Nov. 27, 1918.

Filed Jan. 7, 1919 at 1:25 P.M.

To

Rec. Book 77, page 613.

THE FEDERAL LAND BANK OF
SPOKANE, a corporation,
of Spokane, Washington.

Consideration: \$3000.00.

GRANT, BARGAIN, SELL, CONVEY AND CONFIRM----real estate in Carbon
County, Montana, to-wit:

Lots 5 and 6 of Sec. 15; Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 22,
Twp. 2 S., Rge. 24 E., M.P.M., containing 143 acres.

---with appurtenances---and water, water rights, ditches, etc.---

To secure payment of a certain promissory note of even date here-
with for the sum of \$3000.00---with interest---

THEODOR E. FLASKERUD
ALLIS D. FLASKERUD

Acknowledged Nov. 30, 1918, by Theodor E. Flaskerud and Allis D.
Flaskerud, husband and wife, before H. D. Kenyon, Notary Public for the
State of Montana. Residing at Laurel, Montana. Commission expires
Feb. 23, 1921. Seal.

Transcribed from Mortgage Record No. 24, pages 41 & 42, records of
Carbon County.

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Abstract No. 32407.

RELEASE OF MORTGAGE.

THE FEDERAL LAND BANK OF
SPOKANE, a Corporation,

To

THEODORE E. FLASKERUD et ux.

Dated Nov. 16, 1936.

Filed March 30, 1939 at 2:24 P.M.

Rec. Book 211, page 117.

Document # 336958.

Consideration: Fully paid.

CERTIFIED that the mortgage dated Nov. 27, 1918, executed by Theodore E. Flaskerud et ux to The Federal Land Bank of Spokane, a corporation --- filed in the office of the County Clerk & Recorder of Carbon County, Montana, on Jan. 7, 1919, as Document #77098 and recorded in Book 24 of Mortgages, on page 41, in said office, said mortgage having been transcribed to the records of Yellowstone County, Montana, where it is now of record in Book 77 of Mortgages, page 613, --- is fully paid and discharged.

THE FEDERAL LAND BANK OF SPOKANE,
By S. C. FISH, Vice-President.

(Corporate Seal)

Attest: (Signature illegible, traced on
record) Assistant-Secretary.

Acknowledged Nov. 16, 1936, by S. C. Fish, known to be Vice-President of the Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation, before Marjorie Gunning, Notary Public, residing at Spokane, Washington. Commission expires July 26, 1940. Seal.
(State of Washington, County of Spokane).

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Abstract No. 32407.

WARRANTY DEED.

THEODORE E. FLASKERUD and
ALLIS D. FLASKERUD, his wife,
of Laurel, Montana,

Dated April 9, 1920.

Filed April 12, 1920 at 9:00 A.M.

To

Rec. Book 70, page 629.

FRANK P. PLATZ and ISAAC
PLATZ, of Laurel, Montana.

Document #134570.

Consideration: \$1.00.

Revenue: \$4.00.

GRANT, BARGAIN, SELL, CONVEY AND CONFIRM --- real estate in
Yellowstone County, Montana, to-wit:

Lots 5 and 6 in Sec. 15; Lot 1, the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of
Sec. 22, Twp. 2 S., Rge. 24 E. of M.P.M., containing 143 acres,
according to the government survey thereof, together with 80
shares of the Capital stock of the Danford Ditch Co.

Also any and all water rights, water ditches and water easements
thereto belonging, or in anywise appertaining, which are now, or here-
after may be used on said premises, however they may be evidenced, to-
gether with all shares of stock or shares of water in any ditch or
irrigation or domestic purposes on said premises.

It is understood and agreed by the parties hereto that this
deed is given subject to a mortgage or \$3000.00 dated Nov. 27, 1918,
and given by first parties to The Federal Land Bank of Spokane, Washing-
ton, which said mortgage the parties of the second part assumes and
agrees to pay as a part of the purchase price, together with interest
accrued or to accrue thereon from Nov. 27, 1919.

Grantees agree to pay taxes for 1920.

An undivided one-half interest in and to said premises is hereby
conveyed to each of the grantees.

--- with appurtenances ---

WARRANT AND DEFEND.

THEODORE E. FLASKERUD.

ALLIS D. FLASKERUD.

Acknowledged April 9, 1920, by Theodore E. Flaskerud and Allis
D. Flaskerud, his wife, before B. L. Price, Notary Public for
the State of Montana. Residing at Laurel, Montana.
Commission expires Oct. 23, 1921. Seal.



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Abstract No. 32407.

MORTGAGE.

FRANK P. PLATZ, a widower and
ISAAC PLATZ, a widower, both
of Laurel, Montana,

Dated April 9, 1920.

Filed April 10, 1920 at 2:16 P.M.

To

Recorded Book 85, page 576.

THEODOR E. FLASKERUD, of
Laurel, Montana.

Document #134560.

Consideration: \$2000.00.

GRANT, BARGAIN, SELL AND CONVEY LAND in Yellowstone County,
Montana, to-wit:

Lots 5 and 6 in Sec. 15; Lot 1, the NE $\frac{1}{4}$ NW $\frac{1}{4}$, and the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$,
of Sec. 22, Twp. 2 S., Rge. 24 E. M.P.M., containing 143 acres,
according to the Government Survey thereof --

It is understood and agreed by the parties hereto that this is
a second mortgage on said premises and is given subject to a first
mortgage of \$3000.00 dated Nov. 27, 1918, and given by Theodor E.
Flaskerud and Allis D. Flaskerud, his wife, to The Federal Land Bank of
Spokane, Washington.

To secure payment of 2 promissory notes, dated March 1, 1920
each, for \$1000.00 each, due on December 1st of the years 1920 and 1921,
respectively, with interest --- payable annually from date until paid ---

Provides for attorney fees and costs in case of suit ---

Provides for fire insurance on buildings.

FRANK P. PLATZ.
ISAAC PLATZ.

Acknowledged April 9, 1920, by Frank P. Platz, a widower, and
Isaac Platz, a widower, before B. L. Price, Notary Public for the State
of Montana. Residing at Laurel, Montana. Commission expires Oct. 23,
1921. Seal.

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Abstract No. 32407.

RIGHT OF WAY.

ISAAC PLATZ and FRANK PLATZ,

Dated Oct. 19, 1921.

To

Filed Mar. 16, 1922 at 9:40 A.M.

JOHN McFAYDEN.

Rec. Book 80, page 601.

Document #157753.

Consideration: \$30.00.

--- Isaac Platz and Frank Platz do hereby for ourselves, heirs, executors, administrators, successors and assigns, grant and release to John McFayden, his heirs and assigns, the right of way to lay, maintain, operate and remove pipe lines, as the same shall be thought necessary by said grantee, over and through lands in Twp. 2 S., Rge. 24 E., Yellowstone County, Montana, bounded and described as follows: Lot 1, the NE $\frac{1}{4}$ NW $\frac{1}{4}$, and the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, Twp. 2 S., R. 24 E., Lots 5 and 6, in Sec. 15, T. 2 S., R. 24 E., including the waiver and release of right of homestead, with the right of ingress and egress to and from the same. The said grantors to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said John McFayden, who hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining, operating or removing of said pipe lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the grantors, heirs or assigns; one by the said John McFayden, heirs or assigns, and the third by the two so appointed as aforesaid, and the award to such three persons, or any two of them, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, a like consideration shall be paid for each line so laid in addition to the damages above provided for. It is agreed that the grantor herein shall in no case be responsible for any damages which may be caused to said line arising from the cultivation or irrigation of said lands over which above right is granted. ---

ISAAC PLATZ.

FRANK PLATZ.



Acknowledged Oct. 22, 1921, by Isaac and Frank Platz, before J. W. Ellis, Notary Public for the State of Montana. Residing at Billings. Commission expires Jan. 18, 1922. Seal.

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Abstract No. 32407.

ASSIGNMENT OF RIGHT OF WAY.

JOHN McFADYEN, of
Casper, Wyoming,

To

GALLATIN NATURAL GAS
COMPANY, a Delaware
Corporation.

Dated Dec. 24, 1921.

Filed April 20, 1922 at 9:18 A.M.

Rec. Book 81, page 147.

Document #159049.

Consideration: \$1.00.

ASSIGN, TRANSFER AND SET OVER, all my right, title and interest in and to the right of way grants and releases, No. 1 to 189, inclusive, granting unto me, my heirs and assigns the right of way to lay, maintain, operate and remove pipe lines and to erect, maintain and operate telegraph and telephone lines over and thru the following lands reference to each of said right of way lands being hereby made for greater certainty, to-wit:

LINE NO.	NAME OF OWNER AND GRANTOR.	NAME OF GRANTEE.	DESCRIPTION.
155	ISAAC PLATZ, ET AL	JOHN McFADYEN	Lot 1 and NE $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 22, Twp. 2 S., Rge. 24 E. Lots 5 and 6 Sec. 15, Twp. 2 S., Rge. 24 E.

DATE.
10/9/21.

TO HAVE AND TO HOLD same -- forever, subject nevertheless to the terms and conditions in said right of way grants and releases contained.

It is agreed that the original right of way grants and leases shall be delivered unto grantee herein, simultaneously with the execution and delivery of this Assignment, and that said instrument shall be considered a part hereof.

JOHN McFADYEN.

Acknowledged Dec. 24, 1921, by John McFayden, before William K. Edwards, Notary Public for Natrona County, Wyoming. Commission expires Nov. 20, 1924. Seal.



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Abstract No. 32407.

ASSIGNMENT OF RIGHT OF WAY GRANTS
AND RELEASES.

GALLATIN NATURAL GAS COMPANY,
a corporation,

To

BILLINGS GAS COMPANY,
a corporation,

Dated July 1, 1933.

Filed Oct. 5, 1936 at 9:18 A.M.

Rec. Book 188, page 582.

Document #313227.

Consideration: \$1.00.

Revenue: \$1.50.

SELL, ASSIGN, SET OVER, TRANSFER AND CONVEY --- all of its right, title and interest in and to the right of way grants and releases hereinafter described, which right of way grants and releases were originally granted to John McFadyen and were assigned from said John McFadyen to Gallatin Natural Gas Company, by assignment dated Dec. 24, 1931, and filed April 20, 1922 and recorded in Book 81 of Deeds, page 147 -- records of Yellowstone County, Montana -- and to lay, maintain, operate and remove pipe lines and to erect, maintain and operate telephone and telegraph lines over and through the following lands, reference to each of said right of way grants being hereby made for greater certainty, to-wit:

BILLINGS GAS CO.	LINE NO.	NAME OF OWNER AND GRANTOR.	NAME OF GRANTEE.
305	155	ISAAC PLATZ, ET AL.	JOHN MCFADYEN.

DESCRIPTION.	DATE OF GRANT.
Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 22, 2 S., 24 E. Lots 5 and 6 Sec. 15, 2 S., 24 E.	10-19-21.

And the Gallatin Natural Gas Company, for the consideration aforesaid does also sell, assign, transfer, set over and convey unto said Billings Gas Company, all of its right, title and interest of every kind and character, in and to the right of way grants, assignments, contracts, licenses and rights hereinafter described, to-wit:

(Lands not herein abstracted).



Abstract No. 32407.
Assgn. --- #2.

This grant was originally granted unto John McFadyen and was assigned --- to Gallatin Natural Gas Company, by assignment dated Jan. 12, 1923, and filed for record Feb. 2, 1923 and recorded in Book 83 of Deeds, page 500, records of Yellowstone County, Montana.

And for the same consideration said Gallatin Natural Gas Company does also sell, assign, transfer, set over and convey unto said Billings Gas Company, all of its rights of every kind and character in and to the land herein described and in and to all personal property belonging to Gallatin Natural Gas Company located thereon, whether the interest of said Gallatin Natural Gas Company, in and to said land was acquired in the manner herein set forth or otherwise.

TO HAVE AND TO HOLD unto the said Billings Gas Company, its successors and assigns forever, subject nevertheless to all of the terms and conditions in said right of way grants and releases contained.

GALLATIN NATURAL GAS COMPANY.

By JNO. McFADYEN, President.

(Corporate Seal)

Attest: R. H. FLETCHER, Assistant Secretary.

Acknowledged July 1, 1933, by Jno. McFadyen, known to be the President of the Gallatin Natural Gas Company, and acknowledged that said corporation executed the within instrument, before E. C. Lynch, Notary Public, residing at Casper, Wyo. (County of Natrona, State of Wyoming). Commission expires Aug. 19, 1933. Seal.

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Abstract No. 32407.

LIEN.

IRA RODGERS,

Dated ---

vs.

Filed Sept. 9, 1924 at 4:50 P.M.

MRS. BELL JUDKINS and
T. C. JUDKINS.

File #2531.

Document #185774.

Amount: \$118.75.

Claims a lien on N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 22 and S $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 15, Twp. 2 S.,
Rge. 24 E., Yellowstone County, Montana --- for carpenter work, labor
and lumber furnished ---

Verified by Ira Rodgers ---

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Abstract No. 32407.

SATISFACTION OF LIEN.

IRA RODGERS,

Dated Oct. 30, 1924.

To

Filed Oct. 9, 1925 at 3:58 P.M.

BELL JUDKINS, T. C. JUDKINS,
S. O. HARRIS and ISAAC PLATZ.

File #2531.

Document #197173.

Consideration: Fully paid.

CERTIFY that certain Mechanic's Lien dated Sept. 6, 1924 --- on N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 22 and S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 15, Twp. 2 S., of Rge. 24 E., M.P.M., in Yellowstone County, Montana --- which said Lien was filed Sept. 9, 1924 --- is hereby satisfied and discharged.

IRA RODGERS.

Acknowledged Oct. 30, 1924, by Ira Rodgers, before B. L. Price, Notary Public for State of Montana. Residing at Laurel, Montana. Commission expires Oct. 14, 1927. Seal.

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Abstract No. 32407.

LIEN.

MORTON B. HIATT,

vs.

MRS. BELL JUDKINS
and T. C. JUDKINS.

Dated ---

Filed Sept. 9, 1924 at 4:52 P.M.

File #2532.

Document #185775.

Amount: \$537.50.

Claims a lien on N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 22 and S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 15, Twp. 2 S.
of Rge. 24 E., Yellowstone County, Montana --- for carpenter work and
labor and lumber furnished ---

Verified by Morton B. Hiatt ---

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Abstract No. 32407.

SATISFACTION OF LIEN.

MORTON B. HIATT,

Dated Oct. 8, 1924.

To

Filed Oct. 8, 1924 at 1:20 P.M.

BELL JUDKINS and T. C. JUDKINS,
S. O. HARRIS and ISAAC PLATZ.

File #2532.

Document #186554.

Consideration: Fully paid.

CERTIFIED that certain Mechanic's Lien dated Sept. 9, 1924, on N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 22 and S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 15, Twp. 2 S. of Rge. 24 E., M.P.M., in Yellowstone County, Montana --- which said Mechanic's Lien was filed --- Sept. 9, 1924 --- is hereby satisfied and discharged.

MORTON B. HIATT.

Acknowledged Sept. 8, 1924, by Morton B. Hiatt, before B. L. Price, Notary Public for State of Montana. Residing at Laurel, Montana. Commission expires Oct. 23, 1924. Seal.

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Abstract No. 32407.

OIL AND GAS LEASE.

J. F. JACKSON and _____ DOROTHY
JACKSON, "Lessors",

Dated Feb. 28, 1924.

Filed Mar. 11, 1924 at 3:28 P.M.

To

Rec. Book Q, Misc. page 344.

W. E. ELTZROTH and H. A.
CARLISLE, "Lessee".

Document #180519.

Consideration: \$1.00.

GRANT, DEMISE, LEASE AND LET --- for the sole and only purpose of operating for and producing oil and gas thereon and therefrom, together with rights of way and servitudes for pipe lines, telephone and telegraph lines, for tanks, power houses, stations, and fixtures, for producing and caring for such products, and housing and boarding employees, and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or jointly with neighboring lands for oil and gas, with the right to use free oil, gas or water, but not from lessors' water wells, for such purpose, and with the right of removing either during or after the term hereof, all and any property and improvements placed or erected on the premises by the lessee including the right to pull all casing; said land being situate in Yellowstone County, Montana, to-wit:

N $\frac{1}{2}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of Sec. 15, Twp. 2 S., Rge. 24 E. M.P.M., containing 185 acres, more or less ---

If operations for the drilling of oil and gas well are not begun on said land, or Laurel Structure, on or before April 1, 1924, this lease shall terminate as to both parties unless lessee on or before that date, shall pay or tender to lessor, or deposit to the credit of J. F. Jackson in the American Bank at Laurel, Montana (which shall continue as the depository regardless of changes in ownership of the land) the sum of \$45.25, which payment --- shall operate to confer on the lessee the privilege of deferring the commencement of such well for 12 months from said date. Thereafter in like manner, and upon like payments or tenders, of said amount, the commencement of said well may be further deferred for additional periods of 12 months successively



Abstract No. 32407.
Oil and Gas Lease - #2.

provided always that this lease cannot be kept in force by such payments in the absence of drilling operations for a period longer than five years from the date last above set forth if within said time oil or gas is not found in paying quantities, but if so found this lease shall continue in full force and effect so long as oil or gas is found in paying quantities --- lessee shall have the right to assign this lease or any interest therein or any portion of the acreage covered thereby ---

J. F. JACKSON.
MRS. DOROTHY JACKSON.
H. A. CARLISLE
W. E. ELTZROTH.

Acknowledged Feb. 28, 1924, by J. F. Jackson, _____ Dorothy Jackson, W. E. Eltzroth, and H. A. Carlisle, before Edwin L. Fenton, Notary Public for the State of Montana. Residing at Laurel, Montana. Commission expires May 22, 1924. Seal.

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Abstract No. 32407.

ASSIGNMENT OF OIL AND GAS LEASES.

H. A. CARLISLE and
W. E. ELTZROTH,

Dated April 28, 1925.

Filed May 6, 1925 at 11:30 A.M.

To

Rec. Book 118, page 13.

AMERICAN INDIAN OIL COMPANY,
a corporation, of Wheeling,
West Virginia.

Document #192882.

Consideration: \$1.00.

WHEREAS, on Feb. 28, 1924, a certain oil and gas lease was made and entered into by and between J. F. Jackson and Dorothy Jackson, his wife "Lessors" and H. A. Carlisle and W. E. Eltzroth "Lessees", covering the following described land in Yellowstone County, Montana, to-wit:

The N $\frac{1}{2}$ NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Sec. 15, Twp. 2 S., Rge. 24 E.,
M.P.M., containing 185 acres, more or less.

Said lease being on file and of record in the office of the County Clerk and Recorder of Yellowstone County, Montana, in Book "Q" of Misc. Records, page 344.

(And other Leases covering lands not herein abstracted)

Whereas said leases and all rights under or incident thereto are now owned by the said H. A. Carlisle and W. E. Eltzroth.

--- BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY --- all right,
title and interest in and to said leases ---

Provides for 2 $\frac{1}{2}$ % overriding royalty to go to assignors.

H. A. CARLISLE.
W. E. ELTZROTH.

Acknowledged April 28, 1925, by H. A. Carlisle and W. E. Eltzroth,
before B. L. Price, Notary Public for the State of Montana. Residing at
Laurel, Montana. Commission expires Oct. 14, 1927. Seal.



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Abstract No. 32407.

AGREEMENT.

H. A. CARLISLE and W. E.
ELTZROTH, Owners,

To

PENNSYLVANIA-KENTUCKY OIL &
GASOLINE REFINING CORPORATION,
a corporation, Operators.

Dated Mar. 4, 1924.

Filed Sept. 9, 1924 at 9:00 A.M.

Rec. Book 115, page 242.

Document #185731.

Consideration: \$1.00.

--- Owners are vested with oil and gas rights under and appurtenant to lands described in Exhibit A attached hereto --- Operator desires to acquire estate and interest of Owners in said lands --- to drill an oil and gas well --- Operator shall commence drilling operations --- on or before Mar. 25, 1924 --- When operations have been commenced by Operator, the Owners shall make assignment or assignments to Operator of said leases --- upon delivery of said assignment or assignments Operator shall --- assign, transfer and convey to Owners an oil royalty of 2½% of all oil produced and saved from lands described --- That terms and conditions of this agreement shall extend to, bind and inure to benefit of the heirs, successors, executors, administrators and assigns of parties hereto.

H. A. CARLISLE.

W. E. ELTZROTH.

PENNSYLVANIA-KENTUCKY OIL & GASOLINE REFINING
CORPORATION,

By J. M. DUBOIS, President.

Attest: C. A. NORRIS, Its Secretary.

(Corporate Seal)

Acknowledged Mar. 4, 1924, by H. A. Carlisle and W. E. Eltzroth, before B. L. Price, Notary Public for State of Montana. Residing at Laurel, Mont. Commission expires Oct. 23, 1924. Seal.

Acknowledged Mar. 22, 1924, by J. M. DuBois, and C. A. Norris, known to be President and Secretary respectively of the Pennsylvania-Kentucky Oil & Gasoline Refining Corporation, a corporation, and acknowledged that such corporation executed same, before H. Mendel Taylor, Notary Public for State of West Virginia. Commission expires Mar. 17, 1927. Seal.

EXHIBIT "A"

N½NW¼, & SW¼ Sec. 15, less city pump grounds and city
filter bed site, in Twp. 2 S. Rge. 24 E. M.P.M.
(And other lands)



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Abstract No. 32407.

(Certified Copy)
ARTICLES OF INCORPORATION

PENNSYLVANIA-KENTUCKY OIL AND
GASOLINE REFINING CORPORATION,

Dated April 2, 1917.

Filed Sept. 16, 1924, at 10:10 A.M.

File #1596.

Document #185927.

To

THE PUBLIC.

NAME: PENNSYLVANIA-KENTUCKY OIL AND GASOLINE REFINING CORPO-
RATION.

PURPOSES: -- leasing and purchasing oil and gas lands --- refin-
ing same into gasoline ---

PRINCIPAL OFFICE: Wilmington, Delaware,

TERM: Perpetual.

CAPITAL STOCK: \$1,000,000.00.

L. M. STEPHENS.

C. M. WATSON.

J. M. DUBOIS.

Acknowledged April 3, 1917, by L. M. Stephens, C. M. Watson
and J. M. DuBoise, before Carl P. Schmidt, Notary Public for Ohio County,
West Virginia. Commission expires Nov. 12, 1923. Seal.

(Attached is Certificate of Secretary of State of Delaware, that fore-
going is a true and correct copy).

(Attached is Certificate changing name of AMERICAN INDIAN OIL COMPANY,
dated April 18, 1924 -- Also change of Capital Stock to \$4,000,000.00).

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Abstract No. 32407.

ASSIGNMENT OF OIL AND GAS LEASE.

AMERICAN INDIAN OIL COMPANY,
a corporation of the State of
Delaware,

To

L. M. ADDINGTON.

Dated Dec. 18, 1924.

Filed Dec. 18, 1924 at 3:10 P.M.

Rec. Book 115, page 440.

Document #188675.

Consideration: \$1.00.

ASSIGN, RELEASE, TRANSFER AND CONVEY -- all of its right, title and interest in and to any and all oil and gas leases now held and owned by said first party on lands and premises specifically described herein below.

That the second party take such leases on said lands subject to conditions contained in said leases, and in compliance with provision of that certain written contract of Oct. 1, 1924, executed by these parties.

That the lands and premises affected by this assignment and hereby intended to be conveyed by these presents, are:

SW $\frac{1}{4}$, and NE $\frac{1}{4}$ of Sec. 15, Twp. 2 S. Rge. 24 E. M.P.M.
in Yellowstone County, Montana.
(And other lands)

This assignment is made subject to any prior oil and gas rights held by the Northern Pacific Railway Company.

AMERICAN INDIAN OIL COMPANY,
By J. M. DU BOIS, President.
(Corporate Seal) Attest: B. D. BURNS.

Acknowledged Dec. 18, 1924, by J. M. DuBois, known to be the President of American Indian Oil Company, a corporation, before Richard W. Wilson, Notary Public for State of Montana. Residing at Billings, Montana. Commission expires Aug. 19, 1925. Seal.



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Abstract No. 32407.

IN THE DISTRICT COURT OF THE THIRTEENTH JUDICIAL DISTRICT OF
THE STATE OF MONTANA, IN AND FOR THE COUNTY OF YELLOWSTONE.

L. M. ADDINGTON,

LIS PENDENS.

Plaintiff,

Dated ---

Vs.

Filed Dec. 17, 1924 at 9:06 A.M.

AMERICAN INDIAN OIL COMPANY,
a corporation,

File #1507.

Defendant.

Document #188629.

Case #12135.

NOTICE IS HEREBY GIVEN: That above entitled action has been commenced in above entitled District Court for purpose of compelling defendant herein to perform certain duties and obligations upon it by and under terms of a certain written contract, dated Oct. 1, 1924, wherein defendant corporation promised and agreed among other things, to checkerboard certain acreage on what is known as the Laurel Structure within Yellowstone County, Montana, and to assign to plaintiff herein a one-half undivided interest in and to all of gas and oil leases held by defendant, following said checker-boarding between plaintiff and a duly authorized officer of said defendant corporation -- action commenced for purpose of compelling defendant to join with plaintiff in said purpose of recovering from defendant aggregate sum of \$56,400.00 now due and owing plaintiff -- also to recover all costs in this action -- The lands which are to be checker-boarded by parties hereto under terms of written contract of Oct. 1, 1924, and which are affected by this action are:

All of Sec. 15, except S $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$ thereof in Twp. 2 S.,
R. 24 E. M.P.M.
(And other lands)

RICHARD W. WILSON,
Attorney for Plaintiff.

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Abstract No. 32407.

MORTGAGE.

AMERICAN INDIAN OIL COMPANY,
a corporation,

To

E. A. NISBET, J. M. DuBOIS, R. R.
KITCHEN, S. G. CROW, IRVY MYERS,
JOHN JOHNS, THE FIRST NATIONAL
BANK OF BELLAIRE, OHIO and
C. M. WATSON.

Dated Dec. ____ 1924.

Filed Jan. 10, 1925 at 9:00 A.M.

Rec. Book 108, page 429.

Document #189222.

Consideration: \$24,500.00.

GRANT, BARGAIN, SELL AND CONVEY -- all of its oil and gas leases on or in what is known as Laurel Structure, in Yellowstone County, Montana, and which leases are more particularly described as follows, to-wit:

Oil and gas lease from J. F. Jackson and Dorothy Jackson to W. E. Eltzroth and H. A. Carlisle, dated Feb. 28, 1924, on the N $\frac{1}{2}$ NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Sec. 15, Twp. 2 S., Rge. 24 E. M.P.M., excepting pump station and filter bed site, containing 185 acres, more or less, recorded March 11, 1924, Book Q, page 344.

(And other leases on other lands)

All of foregoing leaseholds are subject to terms and conditions of a certain written contract entered into by and between said Grantor and L. M. Addington of Billings, Montana, on Oct. 1, 1924, insofar as said L. M. Addington is entitled under said contract to an interest in same or any part thereof only.

And all the estate, title and interest of said Grantor, either in law or in equity, in and to said leaseholds and rights, together with all the privileges and appurtenances ---

Grantor --- covenants, with said Grantees, their heirs, successors and assigns, that it is true and lawful owner of said leaseholds and rights -- and that title so conveyed is clear, free and unincumbered.

The conditions of this mortgage deed are such, that, whereas, said Grantor has executed and delivered its certain promissory notes of even date herewith, due in 60 days after date, bearing interest --- payable at The First National Bank of Bellaire, Ohio, as follows



Abstract No. 32407.

Mortgage ---- #2. -

A note to said E. A. Nisbet for \$5000.00.
A note to said J. M. DuBois for \$2000.00.
A note to said R. R. Kitchen for \$2000.00.
A note to said S. G. Crow for \$2000.00.
A note to said Irvy Myers for \$2000.00.
A note to said John Johns for \$2000.00.
A note to said The First National Bank of Bellaire, Ohio for
\$7500.00.

which said notes are held individually by each of above payees;

AMERICAN INDIAN OIL COMPANY,
By ALONZO EUGENE AUSTIN, Vice-President.
C. A. NORRIS, Secretary.

(No Corporate Seal)

Acknowledged Dec. 30, 1924, by A. E. Austin, known to be the Vice-President of American Indian Oil Company, and C. A. Norris, known to be the Secretary of American Indian Oil Company, --- that the President of said corporation is absent from State of West Virginia, and that said Vice-President is fully authorized to execute within instrument -- before Alvin L. Winters, Notary Public within and for Ohio County, West Virginia. Commission expires Mar. 18, 1931. Seal.

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Abstract No. 32407.

IN THE DISTRICT COURT OF THE THIRTEENTH JUDICIAL DISTRICT OF
THE STATE OF MONTANA, IN AND FOR THE COUNTY OF YELLOWSTONE.

C. M. WATSON,

LIS PENDENS.

Plaintiff,

Dated ---

vs.

Filed April 29, 1925 at 4:32 P.M.

AMERICAN INDIAN OIL COMPANY, a
corporation, E. A. NISBET, J. M.
DuBOIS, R. R. KITCHEN, S. G. CROW, Document #192675.
IRVY MYERS, JOHN JOHNS, and THE
FIRST NATIONAL BANK OF BELLAIRE,
OHIO, a national banking corporation,

File #1596.

Defendants.

NOTICE IS HEREBY GIVEN that on April 28, 1925, above entitled
action was commenced to foreclose a certain mortgage executed under date
of Dec. 30, 1924, by above named defendant American Indian Oil Company,
a corporation, as mortgagor, to above named plaintiff, and to Defendants,
E. A. Nisbet, J. M. DuBois, R. R. Kitchen, S. G. Crow, Irvy Myers, John
Johns and The First National Bank of Bellaire, Ohio, a national banking
corporation, as mortgagees; that object to said action is to foreclose
said mortgage, and to bar right and equity of redemption of mortgagor
named therein, and all persons claiming under it subsequent to mortgage
mentioned either as purchasers, encumbrancers, or otherwise in and to
mortgaged premises; that names of parties to said action are "C. M.
Watson, Plaintiff, and American Indian Oil Company, a corporation, E. A.
Nisbet, J. M. DuBois, R. R. Kitchen, S. G. Crow, Irvy Myers, John Johns,
and The First National Bank of Bellaire, Ohio, a national banking cor-
poration, Defendants", which real estate is situate in Yellowstone
County, Montana, and is more particularly described as follows, to-wit:

SW $\frac{1}{4}$ of Sec. 15, Twp. 2 S., Rge. 24 E.,
(And other lands)

STERLING M. WOOD and R. E. COOKE,
Attorneys for Plaintiff.

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Abstract No. 32407.

IN THE DISTRICT COURT OF THE THIRTEENTH JUDICIAL DISTRICT OF
THE STATE OF MONTANA, IN AND FOR THE COUNTY OF YELLOWSTONE.

C. M. WATSON,

Case #12350.

Plaintiff,

Rec. No. 21, page 515.

vs.

ACTION: Foreclosure.

AMERICAN INDIAN OIL COMPANY,
E. A. NISBET, J. M. DUBOIS, R. R.
KITCHEN, S. G. CROW, IRVY MYERS,
JOHN JOHNS, and THE FIRST NATIONAL
BANK OF BELLAIRE, OHIO, a national
Banking Corporation,

WOOD & COOKE, Attys. for Pltff.

EDMUND NICHOLS, Atty. for
American Indian Oil Company.

Defendants.

FILED -- April 28, 1925 -- COMPLAINT -- demanding foreclosure of mort-
gage made by defendants -- to plaintiff herein -- dated Dec. 30, 1924
-- filed Jan. 10, 1925 at 9:00 A.M., in Book 108 of Mtges., page 429 --
Records of Yellowstone County, Montana -- covering oil leases -- on
lands in Sec. 15, Twp. 2 S., Rge. 24 E. --- (And other lands) -- in
Yellowstone County, Montana --- (And other leases).

FILED -- May 15, 1924 -- DEMURRER OF AMERICAN INDIAN OIL COMPANY.

CASE PENDING.

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Abstract No. 32407.

OIL AND GAS LEASE.

ISAAC PLATZ, a widower,
FRANK PLATZ and IDA MAE
PLATZ, his wife, of Laurel,
Montana, Lessor,

To

HUGH FRASER, of Laurel,
Montana, Lessee.

Dated March 24, 1931.

Filed Sept. 5, 1931 at 10:50 A.M.

Rec. Book 157, page 32.

Document #265220.

Consideration: \$1.00.

GRANT, DEMISE, LEASE AND LET -- for the sole and only purpose of mining and operating for oil and gas and laying pipe lines and building tanks, powers, stations, and structures thereon, to produce, save and take care of said products on that certain tract of land situate in Yellowstone County, Montana, to-wit:

Lots 5 and 6, Sec. 15 and all of that land east of the Burlington Railroad, in Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, all in Twp. 2 S., Rge. 24 E. and containing 120 acres, more or less ---

It is agreed that this lease shall remain in force for a term of five years from this date, and as long thereafter as oil or gas or either of them is produced from said land by the lessee --- if no well be commenced on said land on or before March 24, 1932, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the Yellowstone Bank, Laurel, Montana, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of \$1.00 per acre, which shall operate as a renal and cover the privilege of deferring the commencement of a well for 12 months from said date --- if the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants herein shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment, or a true copy thereof -- second party shall have the right to surrender his lease to said first party at any time upon



Abstract No. 32407.
O. & G. Lease --#2.

payment of \$1.00 and all rentals due, and that thereupon this lease shall cease and determine and be and become absolutely null and void and no longer binding upon either party.

It is agreed that all the terms and conditions hereof shall extend and apply to the heirs, executors, administrators, successors and assigns of the parties respectively.

ISAAC PLATZ.
FRANK PLATZ.
IDA MAE PLATZ.
HUGH FRASER.

Acknowledged Aug. 4, 1931, by Isaac Platz, Frank Platz, Ida Mae Platz, and Hugh Fraser, before J. J. Hardie, Notary Public for the State of Montana. Residing at Shelby, Montana. Commission expires 12/29-1932 - Seal.

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Abstract No. 32407.

ASSIGNMENT OF OIL AND GAS LEASE.

HUGH FRASER, of Laurel, Montana,
and LORETTA FRASER, his wife,

Dated July 21, 1931.

To

Filed Sept. 5, 1931 at 10:52 A.M.

C. E. GILBERT, Trustee.

Rec. Book 157, page 34.

Document #265221.

Consideration: \$1.00.

Whereas on March 24, 1931, a certain oil and gas mining lease was made and entered into by and between Isaac Platz, a widower, Frank Platz and Ida Mae Platz, husband and wife, of Laurel, Montana, Lessor, and Hugh Fraser of Laurel, Montana, Lessee, covering the following described land in Yellowstone County, Montana, to-wit: Lots 5 and 6 in Sec. 15; all of that land East of the Burlington Railroad in Lot 1, in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, Twp. 2 S., Rge. 24 E. and containing 120 acres, more or less.

Said lease being recorded in the office of the Clerk and Recorder in and for said county in Book ____ of Misc. page ____, and

Whereas the said lease and all rights thereunder or incident thereto are now owned by Hugh Fraser of Laurel, Montana and Loretta Fraser, his wife.

NOW, THEREFORE -- the present owner of said lease and all rights thereunder or incident thereto does hereby BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY unto C. E. Gilbert, Trustee, all of his right, title, and interest of the original lessee and present owner in and to the said lease and rights thereunder in so far as it covers Lot 5 in Sec. 15, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$, and the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ in Sec. 22, all in Twp. 2 S., Rge. 24 E. containing 72.33 acres, more or less, together with all personal property used or obtained in connection therewith, to C. E. Gilbert, Trustee, and their heirs, successors and assigns.

And for the same consideration, the undersigned for him and his heirs, successors and representatives, does covenant with the said assignee and their heirs, successors or assigns, that he is the lawful owner of the said lease and rights and interest thereunder and of the



Abstract No. 32407.
Assn. of O. & G. Lease -- #2.

personal property thereon or used in connection therewith; that the undersigned ___ good right and authority to sell and convey the same and that all rentals and royalties due and payable thereunder have been paid.

HUGH FRASER.
LORETTA FRASER.

Acknowledged Aug. 1931, by Hugh Fraser and Loretta Fraser,
before R. J. Williams, Notary Public for the State of Montana. Residing
at Laurel, Montana. Commission expires May 27, 1933. Seal.

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Abstract No. 32407.

OIL AND GAS LEASE.

ISAAC PLATZ, a widower,
of Laurel, Montana,

Dated Mar. 24, 1931.

Filed June 3, 1931 at 4:38 P.M.

To

Rec. Book 139, page 585.

VINTON A. BRAY, of
Laurel, Montana.

Document #262650.

Consideration: \$1.00.

GRANT, DEMISE, LEASE AND LET---for the sole and only purpose of mining and operating for oil and gas and laying pipe lines and building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land in Yellowstone County, Montana, to-wit:

Lots 1, 5 and 6 in Sec. 15, and that land East of the N. P. right of way in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and in the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, Twp. 2 S., Rge. 24 E., containing 120 acres.

---lease shall remain in force for a term of 5 years from this date and as long thereafter as oil or gas or either of them is produced from said land by the lessee---to deliver to credit of lessor, free of cost, in the pipe line---equal 1/8th part of all oil and gas produced and saved from said leased premises---if no well be commenced on said land on or before Mar. 2, 1932 this lease shall terminate as to both parties---unless lessee shall pay or tender to lessors credit the sum of \$120.00 which shall operate as rental and cover privilege of deferring commencement of well for 12 months----

ISAAC PLATZ.
VINTON A. BRAY.

Acknowledged Mar. 26, 1931, by Isaac Platz, a widower and Vinton A. Bray, before Edwin L. Fenton, Notary Public for the State of Montana. Residing at Laurel, Montana. Commission expires May 22, 1933.
Seal.



Abstract No. 32407.
Oil & Gas Lease -- #2.

ASSIGNMENT.

VINTON A. BRAY, of
Laurel, Montana,

Dated May 12, 1931.

Endorsed on foregoing Lease.

To

Consideration: \$1.00.

HUGH FRASER, of
Shelby, Montana.

SELL, ASSIGN, TRANSFER, SET OVER AND CONVEY----the within
Grant---

TO HAVE AND TO HOLD THE SAME FOREVER, subject nevertheless to
the conditions therein contained.

VINTON A. BRAY.

Acknowledged May 12, 1931, by Vinton A. Bray, single, before
George Ryburn, Notary Public for the State of Montana. Residing at
Billings, Montana. Commission expires Jan. 17, 1933. Seal.

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Abstract No. 32407.

ASSIGNMENT OF OIL AND GAS LEASE.

HUGH FRASER,

Dated July 21, 1931.

To

Filed July 27, 1931 at 10:30 A.M.

C. E. GILBERT, TRUSTEE.

Rec. Book 139, page 652.

Document #264169.

Consideration: \$1.00.

WHEREAS, on March 24, 1931, a certain oil and gas mining lease was made and entered into by and between Isaac Platz, a widower, of Laurel, Montana, Lessor, and Vinton A. Bray of Laurel, Montana, lessee covering the following described land in Yellowstone County, Montana, to-wit: Lots 1, 5, and 6 in Section 15, and that land East of the Northern Pacific right of way in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and in the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, Twp. 2 S., Rge. 24 E., containing 120 acres more or less.

Said lease being recorded in the office of the Clerk and Recorder in and for said County in Book 139 of Misc. page 585, and

WHEREAS, the said lease and all rights thereunder or incident thereto are now owned by Hugh Fraser.

NOW, THEREFORE --- present owner of said lease and all rights thereunder or incident thereto, does hereby BARGAIN, SELL, TRANSFER, ASSIGN AND CONVEY unto C. E. Gilbert, Trustee, all of his right, title and interest of the original lessee and present owner, in and to the ~~said lease and rights thereunder~~ in so far as it covers:

Lot 5 in Sec. 15, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ in Sec. 22, all in Twp. 2 S., Rge. 24 E. containing 72.33 acres, more or less,

together with all personal property used or obtained in connection therewith to C. E. Gilbert, Trustee, and his heirs, successors and assigns.

And for the same consideration, the undersigned, for him and his heirs, successors and representatives, does covenant with the said assignee, their heirs, successors or assigns, that he is the lawful owner of the said lease and rights and interest thereunder and of the personal property thereon, or used in connection therewith. That the undersigned has good right and authority to sell and convey the same



Abstract No. 32407.
Assn. of O. & G. Lease -- #2.

and that said rights, interest and property are free and clear from all liens and encumbrances; that all rentals and royalties due and payable thereunder have been duly paid.

HUGH FRASER.
MRS. HUGH (LORETTA) FRASER.

Acknowledged July 21, 1931, by Hugh Fraser, before R. J. Williams, Notary Public for the State of Montana. Residing at Laurel, Montana. Commission expires May 27, 1933. Seal.

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Abstract No. 32407.

RELEASE OF OIL AND GAS LEASE.

C. E. GILBERT, TRUSTEE,
of Livingston, Montana,

To

ISAAC PLATZ.

Dated Sept. 3, 1931.

Filed Sept. 5, 1931 at 10:46 A.M.

Rec. Book 157, page 31.

Document #265218.

RELEASE, RELINQUISH AND SURRENDER---all right, title and interest, in and to that certain oil and gas lease, made and entered into Mar. 24, 1931, by and between Isaac Platz of Laurel, Montana, as lessor and Vinton A. Bray of Laurel, Montana, as lessee, and covering the following described lands in Yellowstone County, Montana, to-wit:

Lots 1, 5 and 6 in Sec. 15, and that land East of the N. P. right of way in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and in the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, Twp. 2 S., Rge. 24 E., and containing 120 acres, more or less,

said lease being recorded in the office of the Clerk and Recorder of Yellowstone County, Montana, in Book 139 of Miscellaneous, at page 585.

C. E. GILBERT, Trustee.

Acknowledged Sept. 3, 1931, by C. E. Gilbert, before V. C. Miller, Notary Public for the State of Montana. Residing at Livingston, Montana. Commission expires Sept. 12, 1931. Seal.

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Abstract No. 32407.

RELEASE OF OIL AND GAS LEASE.

HUGH FRASER, of
Laurel, Montana,

To

ISAAC PLATZ.

Dated Aug. 30, 1931.

Filed Sept. 5, 1931 at 10:48 A.M.

Rec. Book 157, page 31.

Document #265219.

RELEASE, RELINQUISH AND SURRENDER---all right, title and interest, in and to that certain oil and gas lease, made and entered into Mar. 24, 1931, by and between Isaac Platz of Laurel, Montana, as lessor and Vinton A. Bray of Laurel, Montana, as lessee, and covering the following described land in Yellowstone County, Montana, to-wit:

Lots 1, 5 and 6 in Sec. 15, and that land East of N.P. right of way in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and in the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, Twp. 2 S., Rge. 24 E. and containing 120 acres, more or less,

said lease being recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana, in Book 139 of Miscellaneous, at page 585.

HUGH FRASER.

Acknowledged Aug. 30, 1931, by Hugh Fraser, before J. J. Hardie, Notary Public for the State of Montana. Residing at Shelby, Montana. Commission expires Dec. 29, 1932. Seal.

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Abstract No. 32407.

LEASE.

LOCAL OIL COMPANY, a
Montana corporation,

To

PAN-AMERICAN SYNDICATE,
a Montana corporation.

Dated June 13, 1931.

Filed July 9, 1931 at 11:40 A.M.

Rec. Book 139, page 636.

Document #263724.

Consideration: Covenants and
Agreements.

First party does hereby lease and let unto second party for term of 6 months beginning June 20, 1931 and ending Dec. 20, 1931, complete standard drilling rig,--with tools and equipment to be used by second party for drilling a test well on (lands not herein abstracted), at expiration of term aforesaid, second party will return such drilling rig to first party at its lease in Elk Basin, Wyoming----Second party has caused application to be made to the N.P. Railway Company for Oil and Gas prospecting permit covering:

Sec. 15, Twp. 2 S., Rge. 24 E., ---and if when said permit is granted, second party will assign or cause to be assigned to first party such prospecting permit as to 80 acres of land covered thereby---

LOCAL OIL COMPANY,
By W. E. FAHEY, Its Manager.
PAN-AMERICAN SYNDICATE.
By B. P. RADIGAN, Its President.
Attest: L. G. FRASER, Its Assistant
Secretary.

(Corporate Seal)

Acknowledged July 9, 1931, by W. E. Fahey, Manager of the Local Oil Company, and acknowledged that said corporation acknowledged the foregoing agreement and that he executed same for the corporation, before R. C. Dillavou, Notary Public for the State of Montana. Residing at Billings, Montana. Commission expires Mar. 9, 1933. Seal.



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Abstract No. 32407.

LEASE.

ISAAC PLATZ and FRANK PLATZ,
first parties,

Dated May 4, 1926.

To

Filed May 5, 1926 at 9:14 A.M.

BERTHA SIRRINE, second party.

Rec. Book 118, page 480.

Document #203687.

--- First parties have, for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by said second parties, has demised, leased and let, and by these presents do demise, lease and let unto said second party, the following described premises:

That certain piece of land having a west frontage of 480 ft. along the county road running south from the Yellowstone River Bank, and an east frontage of 395 ft. following the main gas pipe line south from the said river bank, all of said land being in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 15, and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, Twp. 2 S., Rge. 24 E., M.P.M. in Yellowstone County, Montana.

TO HAVE AND TO HOLD the above rented premises to said second party, her heirs, administrators, executors, and assigns, for and during the full term of ten years from and after May 4, 1926, for a sum not to exceed \$150.00 per year for and during the term of this lease --- second party agrees not to sublet said premises without written consent of said first party, and that at the expiration of the time as herein recited, to quietly yield and surrender the said premises to said first parties in as good condition as when entered upon by her, ordinary wear and tear and damage by the elements excepted.

ISAAC PLATZ.
FRANK PLATZ.
BERTHA SIRRINE.

Acknowledged May 4, 1926 by Isaac Platz, Frank Platz, and Bertha Sirrine, before Edwin L. Fenton, Notary Public for the State of Montana, Residing at Laurel, Montana. Commission expires May 22, 1927. Seal.

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Abstract No. 32407.

WARRANTY DEED.

FRANK P. PLATZ, a single man,
of Laurel, Montana,

To

ISAAC PLATZ, of Laurel,
Montana.

Dated Jan. 31, 1924.

Filed Feb. 8, 1924 at 9:10 A.M.

Rec. Book 110, page 118.

Document #179472.

Consideration: \$1.00.

Revenue: \$1.50.

GRANT, BARGAIN, SELL, CONVEY AND CONFIRM----real estate in
Yellowstone County, Montana, to-wit:

An undivided half interest in and to the following:
Lots 5 and 6 of Sec. 15; Lot 1, the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the
N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, all in Twp. 2 S., Rge. 24 E.,
of the M.P.M., containing 143 acres, according to
the government survey thereof, together with 80
shares of the capital stock of the Danford Ditch
Company.

Also any and all water rights, water ditches and water easements
thereunto belonging, or in any wise appertaining, which are now, or
hereafter may be used on said premises, however they may be evidenced,
together with all shares of stock or shares of water in any ditch or
irrigation company which in any manner entitle said grantees to water
for irrigation or domestic purposes on said premises.

It is understood and agreed by the parties hereto that this deed
is given subject to a mortgage of \$3000.00 dated Nov. 27, 1918, held by
The Federal Land Bank of Spokane, Washington.

---with appurtenances---

WARRANT AND DEFEND.

FRANK P. PLATZ.

Acknowledged Jan. 31, 1924, by Frank P. Platz, a single man,
before B. L. Price, Notary Public for the State of Montana. Residing
at Laurel, Montana. Commission expires Oct. 23, 1924. Seal.



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Abstract No. 32407.

LIEN.

T. R. HOLMES LUMBER CO.,

Dated ---

vs.

Filed July 8, 1927 at 9:32 A.M.

E. S. KAMP and LEO KAMP.

File #3139.

Document #216147.

Amount: \$118.15.

Claims Lien on Lots 1 and 2 and SE $\frac{1}{4}$ of Sec. 15, Twp. 2 S.
of Rge. 24 E., and 8 acres in SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 14, Twp. 2 S.
of Rge. 24 E., for material furnished-----

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Abstract No. 32407.

ARTICLES OF INCORPORATION.

T. R. HOLMES LUMBER COMPANY,

To

THE PUBLIC.

Dated June 5, 1913.

Filed June 18, 1913 at 9:28 A.M.

File #645.

Document #44213.

UNDER THE LAWS OF THE STATE OF MONTANA.

NAME: T. R. Holmes Lumber Company.

PURPOSES: To locate, lease, purchase, hold, mortgage, exchange, sell and convey lumber lands and timber claims rights, and to dispose of the same; ---To transact a general real estate business, to purchase, own, hold, subdivide, lay out, plat, develop, lease, sell, exchange, deal in, convey or otherwise acquire, use and dispose of town-sites or town or lots, of the lots, blocks or subdivisions thereof----To loan money---on personal or real property---

PRINCIPAL PLACE OF BUSINESS: Laurel, Montana.

TERM: 40 years.

CAPITAL STOCK: \$40,000.00.

T. R. HOLMES.

A. W. KING.

E. E. HOLMES.

Acknowledged June 5, 1913, by T. R. Holmes and E. E. Holmes, before B. L. Price, Notary Public for the State of Montana, residing at Laurel, Montana. Commission expires Oct. 23, 1915. Seal.

Acknowledged June 12, 1913, by A. W. King, before J. E. Tappan, Notary Public, Hennepin County, Minn. Residing at Minneapolis, Minn. Commission expires Feb. 4, 1915. Seal.



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Abstract No. 32407.

SATISFACTION OF MECHANIC'S LIEN.

T. R. HOLMES LUMBER CO.,
a corporation,

To

E. S. KAMP and LEO KAMP.

Dated Dec. 17, 1928.

Filed Feb. 5, 1929 at 4:46 P.M.

File #3139.

Document #233917.

Consideration: Fully paid.

CERTIFY, That a certain Mechanic's Lien in favor of T. R. Holmes Lumber Co., a corporation, of Laurel, Montana, and against E. S. Kamp and Leo Kamp, of Laurel, Montana, the Claim for which Lien bears date July 7, 1927---- the Verified Statement and Claim for said Lien being filed on July 8, 1927 at 9:32 A.M.--records of Yellowstone County, Montana---is fully satisfied, released and discharged----

T. R. HOLMES LUMBER CO.

E. E. HOLMES, Its Vice-President.

(Corporate Seal)

Attest: T. R. HOLMES, Its Secretary.

Acknowledged Dec. 17, 1928, by E. E. Holmes, known to be the Vice-President of T. R. Holmes Lumber Co., the corporation that executed the foregoing instrument, and acknowledged that such corporation executed the same, before B. L. Price, Notary Public for the State of Montana. Residing at Laurel, Montana. Commission expires Oct. 25, 1930. Seal.

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Abstract No. 32407.

WARRANTY DEED.

ISAAC PLATZ, a widower,
of Laurel, Montana,

To

FRANK PLATZ, of
Laurel, Montana.

Dated Dec. 10, 1926.

Filed June 6, 1931 at 2:00 P.M.

Rec. Book 159, page 71.

Document #262760.

Consideration: \$1.00.

GRANT, BARGAIN, SELL, CONVEY AND CONFIRM----real estate in
Yellowstone County, Montana, to-wit:

An undivided one-half interest in Lot 1, and the
NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, and Lots 5 and
6 in Sec. 15, all in Twp. 2 S. of Rge. 24 E., M.P.M.,
containing 121.36 acres, more or less, according to
the plat---with appurtenances---

WARRANT AND DEFEND.

ISAAC PLATZ.

Acknowledged Dec. 10, 1927, by Isaac Platz, a widower, before
Edwin L. Fenton, Notary Public for the State of Montana. Residing at
Laurel, Montana. Commission expires May 22, 1930. Seal.

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Abstract No. 32407.

IN THE DISTRICT COURT OF THE THIRTEENTH JUDICIAL DISTRICT OF
THE STATE OF MONTANA, IN AND FOR THE COUNTY OF YELLOWSTONE.

IDA MAY PLATZ,

Plaintiff,

Vs.

FRANK PLATZ,

Defendant.

Case #16939.

Reg. No. 28, Page 357.

ACTION: Divorce.

M. J. LAMB, Atty. for Plaintiff.

FILED -- June 11, 1934 at 3:00 P.M. -- COMPLAINT---Plaintiff alleges:
--That for a period of more than one year immediately prior to the
commencement of this action plaintiff has been, and still is, a re-
sident of the state of Montana---plaintiff asks judgment---as follows:
That the bonds of matrimony between plaintiff and defendant be
dissolved. That defendant be required to pay plaintiff---\$50.00 per
month. That defendant be required to pay plaintiff \$100.00 for attorney
fees and \$25.00 suit money. And for such other and further relief as
to the Court may seem just and proper in the premises.

M. J. LAMB, Attorney for Plaintiff.

Verified by Ida May Platz---

(Endorsed on Complaint is Default of Defendant---)

FILED -- June 16, 1934 at 2:25 P.M. -- SUMMONS and Return on Summons
showing service made on defendant Frank Platz---

FILED -- June 16, 1934 at 2:25 P.M. -- WAIVER---defendant waives time
to answer---and consents to entry of judgment and decree of divorce
in favor of plaintiff---

FILED -- June 16, 1934 at 2:25 P.M. -- NOTICE OF APPLICATION FOR ORDER
TO PAY ALIMONY, COUNSEL FEES AND SUIT MONEY.

FILED -- June 16, 1934 at 2:25 P.M. -- DECREE----IT IS ORDERED AND
DECREED that agreement and property settlement made and entered into by
and between said parties, which is as follows:

"THIS AGREEMENT made and entered into June 16, 1934, by and
between IDA MAY PLATZ of Laurel, Montana, hereinafter called the wife,
and FRANK PLATZ of the same place, hereinafter called the husband,



Abstract No. 32407.
Case #16939 --- #2.

WITNESSETH:

WHEREAS certain unhappy differences have arisen between the said wife and husband and said wife has heretofore brought an action for divorce against said husband, which action is now pending---NWO THEREFORE, in settlement, adjustment and in compromise of all property questions and rights and the claims of said wife for alimony, support and maintenance and attorney fees and costs, it is mutually agreed between the parties, in consideration of the premises and the mutual consent of the parties, hereto, as follows, to-wit: --- That said husband will pay all outstanding bills and accounts for which the said wife may in any matter be responsible---That said husband shall forthwith pay said wife the sum of \$60.00 for attorney fees and suit money---That said husband does hereby waive any and all claim to the following described lands and premises situated in said Yellowstone County heretofore used and occupied as a home for said parties, to-wit: Lots 1, 2, 3 and 4 in Block 5 of the Townsite of East Laurel, Montana---Each party does hereby release and relinquish to the other and to the heirs, executors, administrators and assigns thereof all claims or rights of inheritance or succession in and to all property, real, personal or mixed, of the other, whether now owned or hereafter acquired.

It is understood that this agreement shall be forthwith submitted to said District Court in settlement of the respective property rights of said parties and that the claims and rights of said wife to any allowance and division of property and for alimony, suit money and attorney fees, as claimed in her complaint, and said wife does hereby accept the considerations as stated in this agreement in full settlement and discharge of her said claims as stated in her complaint on file in said action and does hereby release and waive any further claims and her claim for alimony, suit money and attorney fees.

IDA MAY PLATZ.

FRANK PLATZ."

be, and the same is hereby ratified and confirmed and adopted as a full and complete settlement of all right and claim by plaintiff for alimony, allowance, temporary or permanent, suit money and attorney fees. -----
---IT IS ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff, Ida May Platz and the defendant, Frank Platz, be, and the same are wholly dissolved, and said parties freed from all the obligations thereof.

Done in open court this 16th day of June, 1934.

O. F. GODDARD, Judge.

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FILED -- June 16, 1934 -- CLERK'S CERTIFICATE TO JUDGMENT ROLL.---Judgment recorded in Book 19, page 595---

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Abstract No. 32407.

MORTGAGE.

ISAAC PLATZ, a widower and
FRANK P. PLATZ, a widower,
both of Laurel, Montana,

To

NELLIE A. WOOTERS, of
Laurel, Montana.

Dated May 25, 1936.

Filed June 29, 1936 at 9:04 A.M.

Rec. Book 187, page 296.

Document #310239.

Consideration: \$600.00.

MORTGAGE, GRANT, BARGAIN, SELL AND CONVEY, land in Yellowstone County, Montana, to-wit:

Lots 5 and 6 of Section 15; Lot 1, the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, all in Twp. 2 S., Rge. 24 E., M.P.M., excepting therefrom a tract of land containing 20 acres, more or less, described as follows: Beginning at a point on the North and South quarter section line 195 feet North of the quarter corner between Sections 15 and 22, Twp. 2 S., Rge. 24 E., M.P.M., in Yellowstone County, Montana, and running thence South 64 degrees and 32 minutes West a distance of approximately 1865 feet to the East line of public highway No. 310, thence in a northerly direction along the East line of said highway, a distance of 330 feet, thence North 38 degrees and 45 minutes East a distance of 500 feet, thence North 38 degrees and 45 minutes West parallel to the said highway No. 310, a distance of of approximately 435.6 feet to the intersection of the South bank of the Yellowstone River, thence in an Easterly direction along the South bank of said river to a point which is approximately 220 feet East of said North and South quarter section line, thence South 64 degrees West to the point of beginning --- and water rights

To secure payment of certain promissory note in sum of \$600.00 ---

ISAAC PLATZ.
FRANK P. PLATZ.

Acknowledged May 25, 1936 by Isaac Platz and Frank P. Platz, both widowers, before B. L. Price, Notary Public for the State of Montana. Residing at Laurel, Montana. Commission expires Oct. 25, 1936. Seal.



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Abstract No. 32407.

SATISFACTION OF MORTGAGE.

NELLIE A. WOOTERS, of
Laurel, Montana.

Dated March 20, 1939.

Filed March 30, 1939 at 2:26 P.M.

To

Rec. Book 211, page 118.

ISAAC PLATZ, a widower, and
FRANK P. PLATZ, a widower, of
Laurel, Montana.

Document #336959.

Consideration: Fully paid.

CERTIFY AND DECLARE that a certain Mortgage, dated May 25, 1936, made and executed by Isaac Platz, a widower, and Frank P. Platz, a widower, of Laurel, Montana -- to Nellie A. Wooters --- duly recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana, on June 29, 1936 at 4:09 A.M. in Book 187 of Mortgages on page 296, --- is hereby fully paid, satisfied and discharged.

NELLIE A. WOOTERS

Acknowledged March 20, 1939, by Nellie A. Wooters, before B. L. Price, Notary Public for the State of Montana. Residing at Laurel, Montana. Commission expires Oct. 25, 1939. (Seal)

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Abstract No. 32407.

LIEN.

THOMPSON YARDS, INCORPORATED,
a Minnesota corporation,

Vs.

FRANK PLATZ and ISAAC PLATZ

Dated ---

Filed Feb. 18, 1938 at 2:58 P.M.

File #5694.

Document #325446.

Amount: \$154.55.

Claims lien for lumber and building materials furnished for:

Lots 5 and 6, Sec. 15, Twp. 2 S., Rge. 24 E., and also
Lot 1 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 22, Twp. 2 S., Rge.
24 E., Yellowstone County, Montana, according to the
plat ---

THOMPSON YARDS, INCORPORATED.
By JAS. W. GAMBLE, Its Agent.

Verified by James W. Gamble, Agent ----

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Abstract No. 32407.

ARTICLES OF INCORPORATION
(Certified Copy)

THOMPSON YARDS, INCORPORATED,

Dated Mar. 30, 1915.

To

Filed Oct. 3, 1927 at 10:34 A.M.

THE PUBLIC.

File #1763.

Document #218531.

UNDER THE LAWS OF THE STATE OF MINNESOTA.

NAME: Thompson Yards, Incorporated.

PURPOSES: ---to buy, sell, deal in and dispose of lumber---
to purchase, own, sell, lease, mortgage or other-
wise dispose of any real and personal property---

PRINCIPAL PLACE OF BUSINESS: Minneapolis, Minnesota.
(Changed to St. Paul, Minn.)

TERM: 30 years. CAPITAL STOCK: \$1,000,000.00 (Increased)

N. H. CLAPP. C. S. PEACOCK.
G. S. MACARTNEY. L. A. PEIL.
J. W. MAHAN.

Acknowledged Mar. 30, 1915, by N. H. Clapp, C. S. Peacock,
G. S. Macartney, L. A. Peil and J. W. Mahan, before A. W. Clapp, Notary
Public for Ramsey County, Minnesota. Commission expires Oct. 18, 1919.
Seal.

Attached is Certificate dated Sept. 22, 1927 of Mike Holm,
Secretary of State of the State of Minnesota, that foregoing is true
copy of Articles of Incorporation of Thompson Yards, Incorporated, and
Amendments.

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Abstract No. 32407.

SATISFACTION OF MECHANIC'S LIEN.

THOMPSON YARDS, INCORPORATED,
a corporation, of the State
of Minnesota,

Dated Mar. 30, 1939.

Filed April 10, 1939 at 3:40 P.M.

To

File #5694.

FRANK PLATZ and ISAAC PLATZ.

Document #337293.

Consideration: Fully paid.

CERTIFY that a certain Mechanic's Lien in favor of Thompson Yards, Incorporated and against Frank Platz and Isaac Platz, the claim for which Lien bears date Feb. 18, 1938 --- and the verified Statement and Claim for said Lien being recorded in the office of the County Recorder in and for Yellowstone County, Montana, on Feb. 18, 1938 at 2:58 P.M., is fully satisfied, released and discharged----

(Corporate Seal)

THOMPSON YARDS, INCORPORATED
By G. S. MACARTNEY, Its Second Vice-President
J. H. NOLAN, Its Assistant Secretary.

Acknowledged Mar. 30, 1939, by G. S. Macartney and J. H. Nolan, known to be the 2nd Vice President and the Assistant Secretary of the corporation that executed the within and foregoing instrument, and acknowledged that such corporation executed the same, before S. A. Fisher, Notary Public, Hennepin County, Minn. Commission expires Aug. 2, 1942. Seal.

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Abstract No. 32407.

CONTRACT FOR DEED

FRANK PLATZ, a widower and
ISAAC PLATZ, a widower, of
Laurel, Montana, first parties,

Dated Aug. 24, 1934.

Filed Dec. 21, 1935, at 9:50 A.M.

To

Rec. Book 183, page 512.

CITY OF LAUREL, MONTANA, a
municipal corporation, of
Laurel, Montana, second party.

Document #305776.

Consideration: \$2000.00.

First parties agree to sell to second parties -- clear of all
encumbrances -- ground in Yellowstone County, Montana, to-wit:

A tract of land beginning at a point on the North and South
quarter section line 195 feet North of the quarter corner between Sec-
tions 15 and 22, Twp. 2 S., Rge. 24 E., M.P.M., Yellowstone County,
Montana, and running thence South 64° 32' West a distance of approxi-
mately 1865 feet to the East line of public highway No. 310, thence in
a Northerly direction along the East line of said highway, a distance
of 330 feet, thence North 59° and 15' East a distance of 500 feet, thence
North 38° and 45' West parallel to the said highway No. 310, a distance
of approximately 435.6 feet to the intersection of the South bank of
the Yellowstone River, thence in an Easterly direction along the South
bank of said river to a point which is approximately 220 feet East of
said North and South quarter section line, thence South 64° West to the
point of beginning, containing 20 acres, more or less.

Together with 10 shares of Mason Ditch Company Capital Stock.

for the sum of \$2000.00 -- \$1000.00 due at or before execution of this
contract and \$1000.00 at or before Jan. 1, 1937 -- with interest --

FRANK PLATZ
ISAAC PLATZ
CITY OF LAUREL, MONTANA
By R. BROUGHTON, Its Mayor
Attest: T. A. RIGNEY, City Clerk.

(Corporate Seal)



Abstract No. 32407.
Cont. for Deed -- #2.

Acknowledged Aug. 24, 1934, by Frank Platz a widower, and Isaac Platz, a widower, before B. L. Price, Notary Public for the State of Montana. Residing at Laurel, Montana. Commission expires October 25, 1936. Seal.

Acknowledged Aug. 24, 1934, by R. Broughton, known to be the Mayor of the City of Laurel, Montana, the municipal corporation that executed the foregoing instrument and acknowledged that said corporation executed the same, before B. L. Price, Notary Public for the State of Mont. Residing at Laurel, Montana. Commission expires Oct. 25, 1936. Seal.

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Abstract No. 32407.

WARRANTY DEED

FRANK P. PLATZ and IDA MAY
PLATZ, his wife, and ISAAC
PLATZ, a widower, of
Laurel, Montana,

To

THE CITY OF LAUREL, MONTANA,
a municipal corporation, of
Laurel, Montana.

Dated Oct. 21, 1936.

Filed Nov. 21, 1936, at 11:50 A.M.

Rec. Book 192, page 191.

Document #314395.

Consideration: \$2000.00.

Revenue: \$2.00.

GRANT, BARGAIN, SELL, CONVEY, WARRANT AND CONFIRM -- real
estate in the City or town of Laurel, Yellowstone County, Montana,
to-wit:

A tract of land beginning at a point on the North and South
quarter section line 195 feet North of the quarter corner between
Sections 15 and 22 in Twp. 2 S., Rge. 24 E., M.P.M., in Yellowstone
County, Montana, and running thence South 64 degrees and 32 minutes
West a distance of approximately 1865 feet to the East line of public
highway No. 310, thence in a Northerly direction along the East line
of said highway a distance of 330 feet, thence North 59 degrees and 15
minutes East a distance of 500 feet, thence North 38 degrees and 45
minutes West parallel to the said highway No. 310 a distance of appro-
ximately 435.6 feet to the intersection of the South Bank of the Yellow-
stone River, thence in an Easterly direction along the South bank of
said river to a point which is approximately 220 feet East of said North
and South quarter section line, thence South 64 degrees West to the
point of beginning, containing 20 acres, more or less, together with
all water and water rights appurtenant to said lands from the Danford
Irrigation District --- with appurtenances ---

WARRANT AND DEFEND.

FRANK P. PLATZ
IDA MAY PLATZ
ISAAC PLATZ

Acknowledged Oct. 21, 1936, by Frank P. Platz and Ida May Platz,
his wife, and Isaac Platz, a widower, before B. L. Price, Notary Public
for the State of Montana. Residing at Laurel, Montana.
Commission expires October 25, 1936. Seal.



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Abstract No. 32407.

WARRANTY DEED

ISAAC PLATZ, a widower and
FRANK P. PLATZ and IDA MAY
PLATZ, his wife, all of Laurel.

Dated July 31, 1937.

Filed April 19, 1939, at 9:12 A.M.

To

Rec. Book 210, page 304.

NELLIE A. WOOTERS, of Laurel,
Montana.

Document #337584.

Consideration: \$2000.00.

Revenue: \$2.00

GRANT, BARGAIN, SELL, CONVEY, WARRANT AND CONFIRM -- real estate
in Yellowstone County, Montana, to-wit:

A tract of land lying and being in Sections 15 and 22, Twp. 2 S.
Rge. 24 E., M.P.M., in Yellowstone County, Montana, and more particu-
larly described as follows, to-wit: Beginning at a point where the east
line of U. S. Highway No. 310 intersects the south bank of the Yellow-
stone River and running thence easterly along said south river bank, a
distance of 500 feet, thence south 38 degrees and 45 minutes east and
parallel to said Highway No. 310 a distance of 435.6 feet, thence in a
westerly direction 500 feet to a point on the east line of said highway
which is 435.6 feet south of the point of beginning, and thence in a
northerly direction along the east line of said highway a distance of
435.6 feet to the point of beginning, containing 5 acres, more or less,
together with all water and water rights appurtenant to said lands ---
with appurtenances ---

WARRANT AND DEFEND.

ISAAC PLATZ
FRANK P. PLATZ
IDA MAY PLATZ

Acknowledged July 31, 1937, by Issac Platz, a widower and Frank
P. Platz and Ida May Platz, his wife, before B. L. Price, Notary Public
for the State of Montana. Residing at Laurel, Montana. Commission
Expires Oct. 25, 1939. Seal.



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Abstract No. 32407.

EASEMENT.

CHESTER E. ROBINSON and
MILVA ROBINSON,

To

RAY RUSSELL.

Dated ---

Filed Nov. 21, 1938 at 3:20 P.M.

Rec. Book 208, page 55.

Document #333259.

Consideration: \$1.00.

GIVE AND GRANT--an easement for a road 20 feet wide and 40 rods in length, said land being situated in Sec. 22, Twp. 2 S., Rge. 24 E.

WARRANT AND DEFEND.

CHESTER (C. E. ROBINSON)
MILVA ROBINSON.

Acknowledged Oct. 10, 1938, by Chester (C. E. Robinson) and Milva Robinson, (husband and wife), before R. M. Williams, Notary Public for the State of Montana. Residing at Laurel. Commission expires April 17, 1939. Seal.

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Abstract No. 32407.

LEASE

C. W. PLATZ and NAOMA PLATZ,
his wife, of Laurel, Montana,
Lessors,

Dated May 3, 1939.

Filed May 5, 1939, at 2:52 P.M.

To

Filed Only.

YALE OIL CORPORATION, of South
Dakota, a South Dakota corpora-
tion, at Billings, Montana,
Lessee.

Document #338047.

Consideration: Rentals.

LEASE, DEMISE AND LET unto Lessee, for a term of one year, commencing on June 15, 1939, and ending on June 15, 1940, the following described premises and property, to-wit:

A certain tract of land in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22, Twp. 2 S., Rge. 24 E., M.M., being 223.8 feet by 250 feet, containing 1.25 acres, more or less, fronting and on the easterly side of the main highway leading South from Laurel, Montana, immediately South of what is known as "City Park" together with the service station building thereon.

(And personal property)

The Lessee hereby hires said premises and property from the Lessors for the term aforesaid, and agrees to pay therefor, a rental of \$360.00 per year, payable in advance on or before the date of commencement of this lease as above provided ---. If Lessee shall handle more than 32,000 gallons of gasoline through said service station during the original term of this lease, it shall have a right to renew the same for an additional 5 years at a rental of \$45.00 per month payable monthly in advance during such extended term. If Lessee shall handle less than 32,000 gallons of gasoline through said station during the original term of this lease, it shall have an option to extend such lease for one year at a rental of \$30.00 per month payable monthly in advance, and for 5 additional years at a rental of \$45.00 per month payable monthly in advance. If Lessee shall desire to exercise this option --- it shall give the Lessors written notice thereof -- not less than 10 days before the expiration of the original term of this lease.

The Lessee shall have the privilege and option of purchasing the above described property for the sum of \$4000.00 at any time during the original term of this lease, by giving Lessors or either of them



Abstract No. 32407.
Lease --- #2.

written notice of its desire to exercise this option ---

During the period of any renewal of this lease, Lessors shall have the right and privilege to sell the above described property, subject to all the terms and conditions of this lease, and Lessee shall have the first privilege and option to purchase said property for the amount of any bona fide offer made to Lessors by any other person. Promptly upon receipt of any such notice from Lessee during the original term of this lease, or upon the exercise of its option to purchase during any renewal of the lease, as hereinbefore set forth, the Lessors shall furnish the Lessee an abstract of title, certified down to date, showing good, merchantable title to said premises and property in the Lessors, and the Lessee shall have 10 days thereafter within which to cause such abstract to be examined by its attorneys. In the event that such examination shall disclose merchantable title in the Lessors to the above described property, the Lessors shall make, execute and deliver a good and sufficient deed and bill of sale, with the usual covenants of warranty, covering the premises and property above described to the said Lessee, and at the same time the Lessee shall pay to said Lessors, the purchase price therefor, as hereinabove specified. --- The Lessors shall pay all taxes and assessments of every kind which may be levied or assessed upon or against the property above described belonging to them. --- At the end of the term of this lease or any renewal thereof, the Lessee shall return said premises and property to the Lessors in as good condition of order and repair as the same are now in, or may hereafter be put into, reasonable wear and tear and damage by fire or the elements only excepted; it being further understood that the Lessee shall have 30 days after the termination of this lease or any renewal or extension thereof, in which to remove any property belonging to it from the premises above described.

This lease shall be binding upon and enure to the benefit of the heirs successors and assigns of the parties hereto.

C. W. PLATZ

NAOMA PLATZ

YALE OIL CORPORATION OF SOUTH DAKOTA

By P. N. FORTIN, As Its Vice-President.

Acknowledged May 3, 1939, by C. W. Platz and Naoma Platz, his wife, before L. C. Wilson, Notary Public for the State of Montana. Residing at Billings, Mont. Commission expires May 19, 1940. Seal.

Acknowledged May 3, 1939, by P. N. Fortin, known to be the Vice-

President of Yale Oil Corporation of South Dakota, the corporation which executed the foregoing instrument and acknowledged that such corporation executed the same, before L. C. Wilson, Notary Public for the State of Montana. Residing at Billings, Mont. Commission expires May 19, 1940. Seal.



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Abstract No.

ARTICLES OF INCORPORATION
(Certified Copy)

YALE OIL CORPORATION OF
SOUTH DAKOTA,

Dated Nov. 25, 1922.

Filed May 22, 1940 at 1:00 P.M.

To

File #2404.

THE PUBLIC.

Document #349938.

UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

NAME: YALE OIL CORPORATION OF SOUTH DAKOTA.

PURPOSES: -- To purchase or otherwise acquire, hold, own, mortgage, sell, convey or otherwise dispose of real and personal property of every class and description in any of the states, districts, territories, or colonies of the U. S. -- subject to the laws of such state, district, territory, colony or country---

PLACE: Principal business office -- Rapid City, South Dakota, but business offices may be located at Minneapolis, Minnesota, and Miles City, Montana.

TERM: 25 years.

CAPITAL STOCK: \$100,000.00.

L. B. HANCOCK.
E. E. DURRIN.
B. H. BELL.

Acknowledged Nov. 25, 1922, by L. B. Hancock, and E.E. Durrin, before George E. Dyer, Notary Public, Hennepin County, Minnesota. Commission expires Apr. 10, 1928. Seal.

Acknowledged Nov. 29, 1922, by B. H. Bell, before Geo. H. White, Notary Public, Pennington County, South Dakota. Commission expires Apr. 1, 1924. Seal.



Abstract No.
Art. of Inc. ---#2.

(Attached is Affidavit of Good Faith, signed by L. B. Hancock and E. E. Durrin).

(Attached is Certificate of true copy by C. E. Coyne, Secretary of State of the State of South Dakota.)

(Attached is Amendment to Articles of Incorporation--- increasing capital stock to One Million Dollars -- attached is certificate of true copy by Olive A. Ringsrud, Secretary of State of the State of South Dakota).

(Attached is Certificate of true copy by Sam W. Mitchell, Secretary of State of the State of Montana --- that foregoing is full, true and correct copy of above instruments as same appears of record in the office of the Secretary of State of the State of Montana. (Great Seal of the State of Montana).

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Abstract No. 32407.

OIL AND GAS LEASE

ISAAC PLATZ, FRANK PLATZ and
IDA MAY PLATZ, wife of Frank
Platz, of Laurel, Montana,
first parties, hereafter called
Lessor (whether one or more)

Dated Aug. 14, 1939.

Filed Sept. 1, 1939, at 10:42 A.M.

Rec. Book 204, page 67.

To

Document #341353.

JOHN M. THOMAS, Shelby, Montana,
second party, Lessee.

Consideration: \$1.00

GRANT, DEMISE, LEASE AND LET -- for the sole and only purpose
of mining and operating for oil and gas and laying pipe lines and
building tanks, powers, stations and structures thereon, to produce,
save and take care of said products, -- land in Yellowstone County,
Montana, to-wit:

Lots 5 and 6 (less 11 acres City park) in Sec. 15,
Twp. 2 S., Rge. 24 E., containing 39.71 acres, more
or less, and Lot 1 and NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ (less 14
acres City Park) in Sec. 22, Twp. 2 S., Rge. 24 E.,
containing 64 acres, more or less.

It is agreed that this lease shall remain in force for a term
of 5 years from date and as long thereafter as oil or gas or either of
them is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and
agrees:

First: To deliver to the credit of Lessor, free of cost, in the
pipe line to which he may connect his wells, the equal 1/8 part of all
oil produced and saved from the leased premises.

Second: To pay Lessor for gas from each well where gas only is
found, the equal 1/8 of the gross proceeds at the prevailing market
rate for all gas used off the premises, said payments to be made monthly,
and Lessor to have gas free of cost from any such well for all stoves
and all inside lights in the principal dwelling house on said land dur-
ing the same time, by making his own connections with the well at his
own risk and expense.

Third: To pay Lessor for gas produced from any well and used off



Abstract No. 32407.
O. & G. Lease -- #2.

the premises or for the manufacture of casinghead gasoline or dry commercial gas, 1/8 of the gross proceedings at the prevailing market rate for the gas used for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before Aug. 14, 1940, this lease shall terminate as to both parties, unless the Lessee on or before that date shall pay or tender to the Lessor, or to the Lessor's credit in The Yellowstone Bank at Laurel, Montana, or its successor, or successors or any bank with which it may be merged, or consolidated or which succeeds to its business or assets, or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of said land, the sum of \$51.50 which sum shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. It is understood and agreed that the consideration first recited herein, the down payment covers, not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period, which rental has been paid, this lease shall terminate as to both parties unless the lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is agreed that upon the resumption of the payment of rentals as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided, shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of Lessor.



Abstract No. 32407.
O. & G. Lease -- #3.

When requested by Lessor, Lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of the Lessor.

Lessee shall pay for damages caused by its operations to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch and if oil or gas or either of them be found in paying quantities this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment, or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rentals.

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes, or other liens on the above described lands, in the default of payment by lessor, and by subrogating to the rights of the holder thereof.

ISAAC PLATZ
FRANK PLATZ
IDA MAY PLATZ
JOHN M. THOMAS



Abstract No. 32407.
O. & G. Lease -- #4.

Acknowledged Aug. 14, 1939, by Isaac Platz, Frank Platz and Ida May Platz, Lessors, & John M. Thomas, Lessee, before Clement Miller, Notary Public for the State of Montana. Residing at Laurel, Montana. Commission expires 4-10-42. Seal.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That John M. Thomas of Shelby, Montana, the within named Grantee, in consideration of the sum of \$10.00 to him in hand paid, the receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER AND CONVEY unto L. W. CARTER, of Billings, Montana, his heirs and assigns, undivided 1/2 int. the within grant.

To have and to Hold the Same Forever, subject, nevertheless to the conditions therein contained.

In Witness Whereof, the said Grantor has hereunto set his hand on this 1st day of September, 1939.

JOHN M. THOMAS

Acknowledged Sept. 1, 1939, by John M. Thomas, before O. M. Jorgenson, Notary Public for the State of Montana. Residing at Billings, Montana. Commission expires December 10, 1941. Seal.

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Abstract No. 32407

Tract in Lots 5 & 6, Sec. 15 and in
Lot 1 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 22-2S-24E. S.
Of River.

C E R T I F I C A T E

The ABSTRACT GUARANTY COMPANY, a corporation, hereby certifies that the foregoing Abstract of Title, consisting of Sheets 1 to 89, Caption and Certificate, both inclusive, comprises a true abstract of all instruments of record or on file in the office of the County Clerk and Recorder and of the Clerk of the District Court of the County of Yellowstone, State of Montana, including suits, suits pending, probate or other proceedings therein, which in any manner affect the title or constitute liens on the real estate described in the caption of this abstract.

FURTHER CERTIFIES that as shown by the Judgment Docket in the office of said Clerk of the District Court there are no unsatisfied Judgments affecting the title, excepting as herein shown, if any, as against the names of Frank P. Platz, Isaac Platz, The City of Laurel, or Nellie A. Wooters, or any of the Grantees named herein.

FURTHER CERTIFIES that as shown by the records in the office of the County Treasurer of said County, Taxes for all years, up to and including 1939, are paid; None assessed for 1940.

This Certificate does not cover Chattel Mortgages or Conditional Sales Contracts filed as Chattel Mortgages.

IN WITNESS WHEREOF, said ABSTRACT GUARANTY COMPANY has caused these presents to be signed, and its Corporate Seal to be affixed this TWENTY-SEVENTH day of FEBRUARY, A. D. 1941, at 8:00 o'clock A.M.

ABSTRACT GUARANTY COMPANY,

By

Neil E. Anderson
VICE PRESIDENT.



655530

RIGHT OF WAY AGREEMENT (STANDARD FORM)

Recorded
1-24-61 pay 536
304914 - pay 536
Yellowstone Co. Mont.

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SIX DOLLARS - - - - -

- - - - - Dollars (\$ 106.00 - - - - -), in hand paid, the receipt
of which is hereby acknowledged City of Laurel, Montana

_____ hereinafter referred to as Grantor,
does hereby grant unto Continental Pipe Line Company, a Delaware corporation having offices in Ponca City,
Oklahoma, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect,
alter, repair, operate, protect, remove and relay a pipe line or pipe lines, for the transportation of oil and gas
and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters
and other equipment and appurtenances as may be necessary or convenient for such operations and, if neces-
sary, to construct, maintain, operate, remove and replace communication and control facilities upon, over,
through and under the following described land situated in Yellowstone County,
State of Montana to wit:

That part of Lot 4 of Section 15, Township 2 South, Range 24 East, des-
cribed as follows:

A tract of land located in Lot 4, Section 15, 2 S, Range 24 E, lying
adjacent to the Yellowstone River and the County road at their inter-
section,
beginning at a point which is 2100 feet south and 64 feet east of the
quarter corner between Sections 15 and 16, 2 S, Rge 24 E. (Said point
is opposite to a point which is 250 feet north 38° and 45' west, measured
along the center line of the Northern Pacific Railway Company's tract
located on the north bank of the Yellowstone River);
thence North 51° and 15' east 465 feet;
thence at a right angle, running south 38° and 45' east 195 feet to the
bank of the Yellowstone River;
thence in a westerly direction along the bank of the river to a point
which is 65 feet from the easternly boundary line of the county road;
thence north 38° and 45' west 168 feet parallel to said county road;
thence south 51° and 15' west 65 feet to the easternly boundary line of
the county road;
thence north 38° and 45' west 54 feet to the point of beginning;
and that part of Lot 3 of Section 15, Township 2 South, Range 24 East,
Yellowstone County, Montana described as follows:
Commencing at a point which is 665.3 feet due south of the center of
Section 15, Township 2 South, Rge 24 East, M.P.M., and
running thence south along the north and south one-fourth line 964.5
feet to the north bank of the Yellowstone River;
thence along the north bank of the Yellowstone river S 70° 43', 424.2 feet;
thence north 1104.5 feet;
thence east 400.00 feet, to the point of beginning;

and that part of Government Lots 5 and 6, Section 15, Township 2 South,
Range 24 East, Yellowstone County, Montana

and that part of Government Lot 1 and the Northeast Quarter Northwest
Quarter (NE¼ NW¼) Section 22, Township 2 South, Range 24 East, Yellow-
stone County, Montana
described as follows:

Beginning at a point on the north and south quarter section line 195
feet north of the quarter corner between Sections 15 and 22 in Township
2 South of Range 24 East, M.P.M., in Yellowstone County, Montana, and
running thence south 64 degrees and 32 minutes west a distance of approxi-
mately 1865 feet to the east line of public highway No. 310, thence in a
northerly direction along the east line of said highway a distance of
330 feet,
thence north 59 degrees and 15 minutes east a distance of 500 feet,
thence north 38 degrees and 45 minutes west parallel to the said high-
way No. 310 a distance of approximately 435.6 feet to the intersection
of the south bank of the Yellowstone River,
thence in an easterly direction along the south bank of said river to a
point which is approximately 220 feet east of said north and south
quarter section line,
thence south 64 degrees west to the point of beginning.

together with the rights of ingress and egress to and from said line or lines, or any of them, for the purposes
aforesaid, hereby releasing and waiving for the purpose of this grant all rights under and by virtue of the

described as follows:

Beginning at a point on the north and south quarter section line 195 feet north of the quarter corner between Sections 15 and 22 in Township 2 South of Range 24 East, M.P.M., in Yellowstone County, Montana, and running thence south 64 degrees and 32 minutes west a distance of approximately 1865 feet to the east line of public highway No. 310, thence in a northerly direction along the east line of said highway a distance of 330 feet, thence north 59 degrees and 15 minutes east a distance of 500 feet, thence north 38 degrees and 45 minutes west parallel to the said highway No. 310 a distance of approximately 435.6 feet to the intersection of the south bank of the Yellowstone River, thence in an easterly direction along the south bank of said river to a point which is approximately 220 feet east of said north and south quarter section line, thence south 64 degrees west to the point of beginning.

together with the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid, hereby releasing and waiving for the purpose of this grant all rights under and by virtue of the dower, homestead and homestead exemption laws, if any, of said state.

Grantor shall have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said Grantee; and Grantee hereby agrees to pay any damages which may arise to crops, pasturage, fences or buildings of said Grantor from the exercise of the rights herein granted. Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee. Grantor agrees not to build, create or construct any obstruction, engineering works, or other structure over said pipe line or lines nor permit same to be done by others.

Any pipe line or lines constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such line may be placed above any stream, ravine, ditch, or other watercourse.

Should more than one line be laid under this grant at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

This Right of Way Agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one or more pipe lines or an undivided interest therein and/or communication lines, with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

WITNESS the execution hereof the 3rd day of January 1966

Attested by
In the presence of:

Dorothy P. Sanders
City Clerk

J. J. Larkins, Mayor
City of Laurel, Montana


Tract No. _____
No. of Rods 12 53
Check No. 11419
Charge Memo AFE 544-J.O. 655

STATE OF Montana } ss. (Kansas-Oklahoma-Missouri Form)
COUNTY OF Yellowstone }

Before me, the undersigned, a notary public within and for said county and state, on this 4th
day of January 1961, personally appeared J. J. Parker, Mayor and

Dorothy P. Bundy, City Clerk of the City of Laurel, Montana
known to me to be the identical persons described in and who executed the within and foregoing instrument,
and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses,
purposes and consideration therein set forth.

My commission expires:
January 15, 1961



Notary Public

STATE OF _____ } ss. (Texas Form)
COUNTY OF _____ }

Before me, _____, a notary public in and for _____
County, _____, on this day personally appeared _____

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged
to me that they executed the same for the purposes and consideration therein expressed.

Also before me on this day personally appeared _____,
wife of _____, known to me to be the person whose name is subscribed
to the foregoing instrument, and having been examined by me privily and apart from her husband, and
having the same fully explained to her, she, the said _____, acknowledged
such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes
and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____ A.D., 19____.
My commission expires: _____

Notary Public in and for _____
County, _____

STATE OF _____ } ss. (Colorado Form)
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____
19____, by _____

Witness my hand and official seal
My commission expires: _____

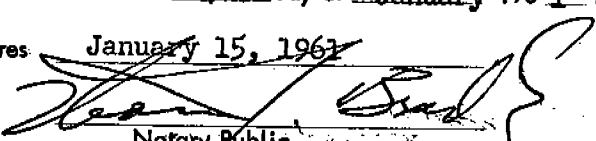
*Continental Pipe Line Company
Recorded in
Yellowstone Co. 1-18-65*
*Witness with
Thomas L. Bradley*

THIS AGREEMENT ASSIGNED TO
BY ASSIGNMENT DATED
RECORDED IN BOOK NO. 231
PAGE NO. 77 SERIAL NO. 621304
ON Oct 31-1961
IN RECORDS OF
MONTANA ACKNOWLEDGMENT - CORPORATE

STATE OF Montana } ss.
COUNTY OF Yellowstone }

On this 4th day of January, 1961, before me Thomas L. Bradley
personally appeared J. J. Parker & Dorothy P. Bundy known to be the Mayor and the City Clerk
executed the within instrument and acknowledged to me that such corporation executed the same.

Given under my hand and seal this 4th day of January 1961.
My commission expires January 15, 1961



Notary Public
Notary Public for the State of Montana
Residing in Laurel, Montana
My commission expires Jan. 15, 1961



CONTINENTAL PIPE LINE COMPANY

TRANSWESTERN LIFE BUILDING
404 NORTH 31ST STREET
BILLINGS, MONTANA 59101

September 21, 1971

Honorable Mayor and City Council
115 West 1st Street
Laurel, Montana

Gentlemen:

In conjunction with a significant increase in pipeline capacity south of Billings, Continental Pipe Line requests modification of an existing easement to install an eight inch pipe line across City property on the north and south sides of the Yellowstone River Bridge.

Attached are two City of Laurel drawings on which the proposed pipeline location is shown. Based on a job site reconnaissance with Mr. John Daly, we anticipate no interference problems with City facilities.

The magnitude of our increased volume requirements has been somewhat unexpected because of recent changes in import policies and has dictated an accelerated construction schedule. We would appreciate your earliest possible consideration of this request.

Very truly yours,

A handwritten signature in dark ink, appearing to read "J. E. Bertelsmeyer", written over a horizontal line.

J. E. Bertelsmeyer
District Engineer

JEB-dp

Attachments



YELLOWSTONE RIVER

EXISTING 8" PIPELINE

NEW 8" PIPELINE

Dyke

4" PVC

Water & Pump Ho.

4" PVC

1" PVC

2" CP

Curb

Red & Gun

Base

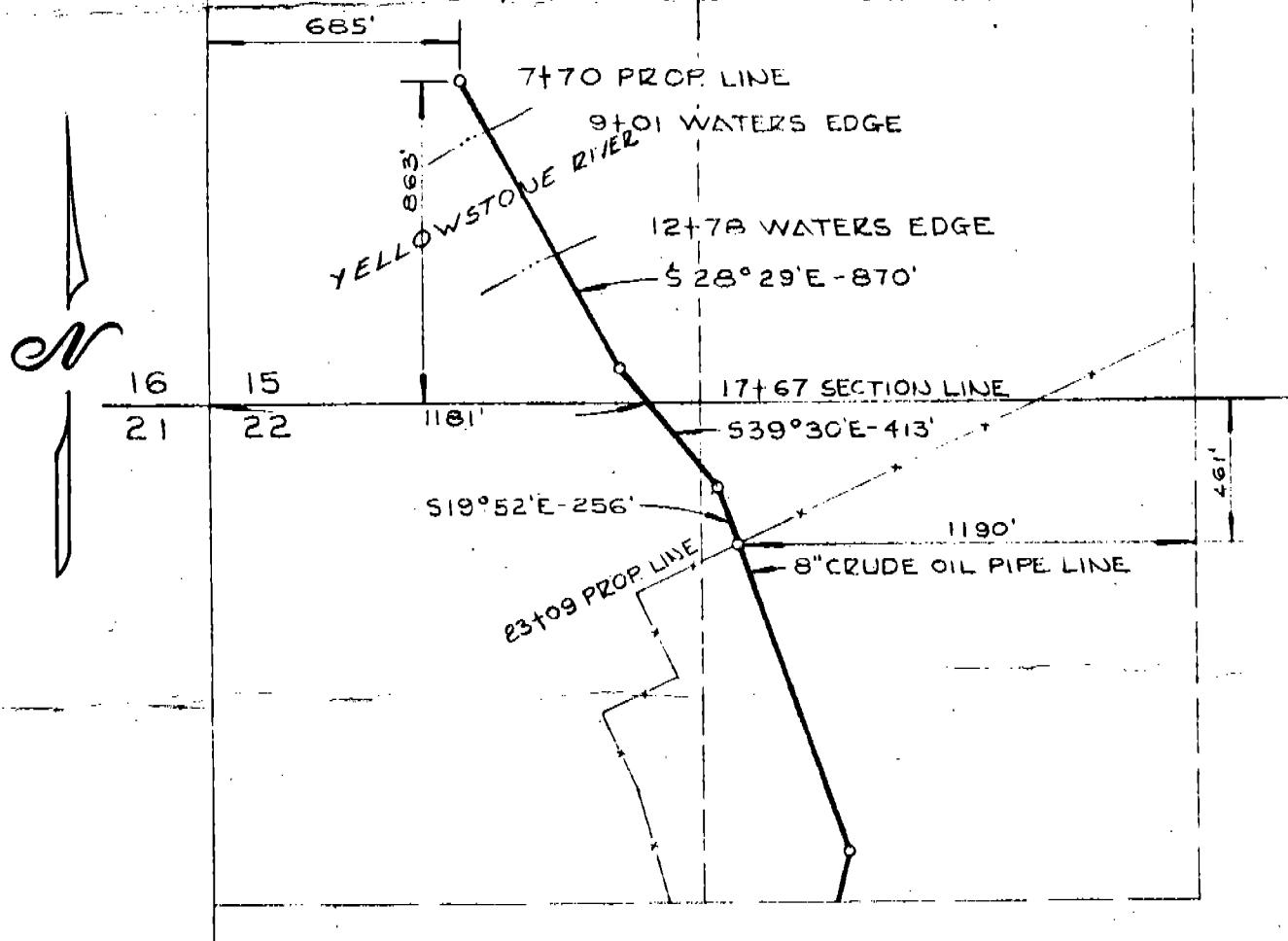
Plot - base

Area No. 1

1.35 ac

U.S. HIGHWAY

CD 10



**8" PIPE LINE CROSSING
CITY OF LAUREL'S PROPERTY
SW $\frac{1}{4}$ SW $\frac{1}{4}$ SEC. 15, NW $\frac{1}{4}$ NW $\frac{1}{4}$ &
NE $\frac{1}{4}$ NW $\frac{1}{4}$ SEC. 22, T2S - R24E
YELLOWSTONE COUNTY, MONT.**

CENTER LINE DESCRIPTION:

BEGINNING at a point 86.3 feet North and 685 feet East of the Southwest corner of Section 15, Township 2 South, Range 24 East, Yellowstone County, Montana;

THENCE South 28° 29' East a distance of 870 feet to an angle point;

THENCE South 39° 30' East a distance of 413 feet to an angle point;

THENCE South 19° 52' East 256 feet to a point in the South Line of this Tract, said point is 1190 feet West and 461 feet South of the Northeast corner of the NW $\frac{1}{4}$ of Section 22, Township 2 South, Range 24 East, Yellowstone County, Montana, This being the Center Line of an Easement sixty feet (60") in width and thirty feet (30') on each side of the Center Line and containing 53 rods in linear measurement.

SCALE - 1" = 500'

ISSUE: 16 DEC 60

APPR:

DATE:

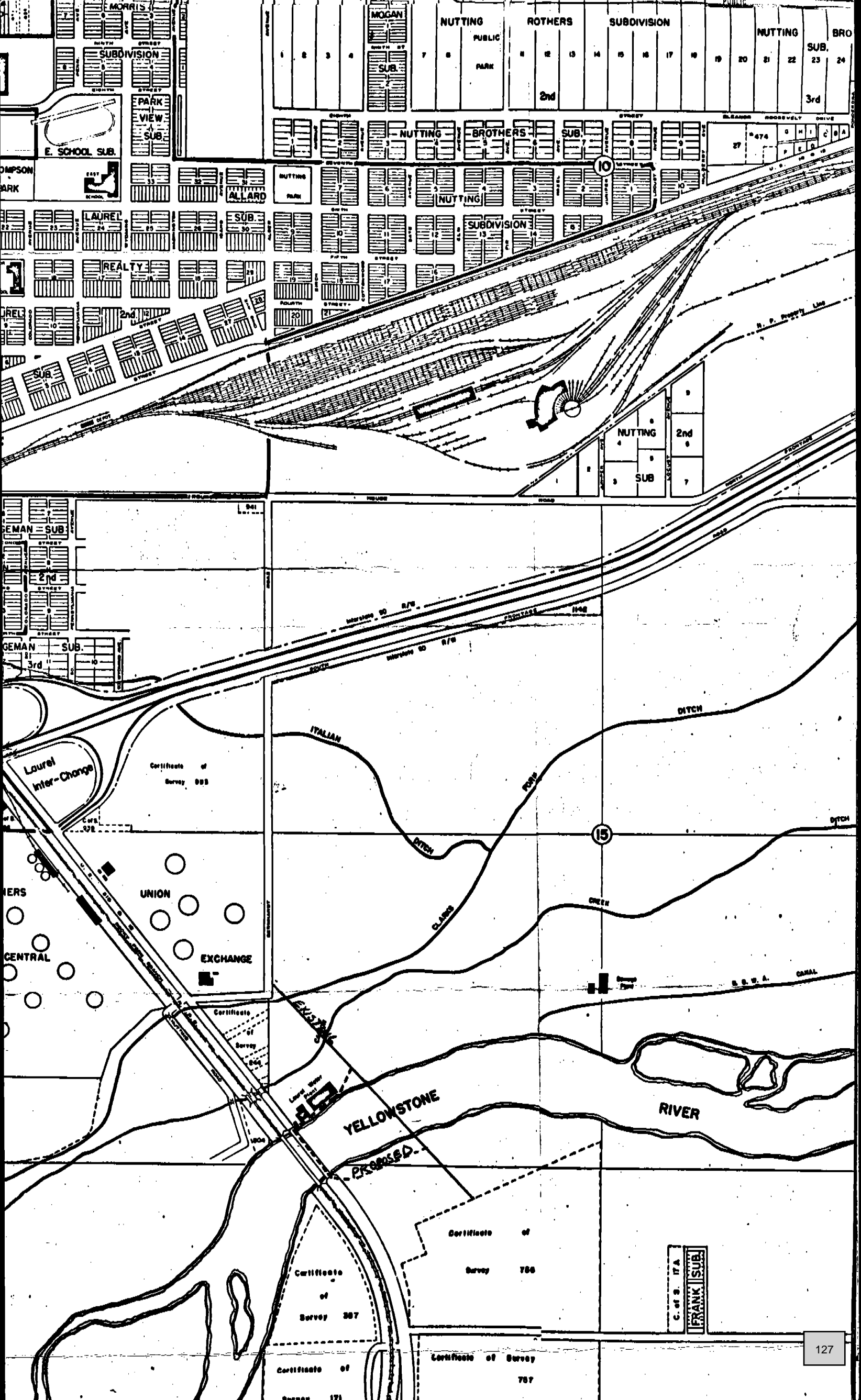
CONTINENTAL PIPE LINE COMPANY

PONCA CITY, OKLAHOMA

DWR. CPL 15a

Nº 11-1.2-1

126



RECEIPT AND RELEASE

January 3, 19 61

RECEIVED FROM CONTINENTAL PIPE LINE COMPANY, A DELAWARE CORPORATION,
THE SUM OF ONE HUNDRED FIFTY NINE (\$159.00) - - - - - DOLLARS

(\$ 159.00 - - - - -), WHICH I/WE ACKNOWLEDGE TO BE IN FULL SETTLEMENT AND DISCHARGE
OF ALL CLAIMS GROWING OUT OF PROPERTY DAMAGE SUSTAINED BY ME/US; AND, IN CONSIDERA-
TION OF SAID SUM, HEREBY REMISE, RELEASE, AND FOREVER DISCHARGE SAID COMPANY, ITS
SUCCESSORS AND ASSIGNS, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS AND
DEMANDS FOR, UPON, OR BY REASON OF ANY DAMAGE OR LOSS WHICH HERETOFORE HAS BEEN OR

WHICH HEREAFTER MAY BE SUSTAINED BY ME/US IN CONSEQUENCE OF Damages by reason
of the laying and construction of a pipe line on and across:

As per the Description attached on the Right Of Way Agreement.

Dated January 3, 1961 and executed by the City of Laurel in favor
of Continental Pipe Line Company.

WITNESS THE EXECUTION HEREOF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

City of Laurel, Montana

WITNESS Dorothy P. Bundy
Dorothy P. Bundy, City Clerk

ADDRESS _____

J. J. [Signature], Mayor
of the City of Laurel, Montana

WITNESS _____

ADDRESS _____

TRACT NO. 2 & 3
CHECK NO. 11420
RODS 10753
CHARGE Memo AFE 544 - J. O. 655

252-3841
64316

RECEIPT FOR ADDITIONAL RIGHT OF WAY

RECEIVED of Continental Pipe Line Company, the sum of
Seventy Nine and no/100 Dollars
(\$ 79.00) in full payment for an additional line of pipe to
be constructed in accordance with the terms of a right of way agreement
dated 3 January 1961, executed by J. J. Parker,
Mayor, City of Laurel, Montana recorded in File
No. 671304, Book 714, Page 526, on, over, and
through lands situated in the County of Yellowstone,
State of Montana, and described as follows:

Beginning at a point approximately 100 feet southeast of
the block valve along the existing 8" line thence in a
southwesterly direction and generally paralleling the
north bank of the Yellowstone River for a distance of
650 feet to the northeasterly abutment of the Federal
Highway 212-310 bridge over the Yellowstone River.
Beginning at a point on the southeasterly abutment of
said bridge thence in a northeasterly direction 650 feet
to the junction with the existing 8" pipe line, said tracts
being in SW $\frac{1}{4}$ Sec. 15, T-1-S, R-24-E.

WITNESS the execution hereof this 14th day of
October, 1971.

Louis Lavetick
Mayor, City of Laurel

ATTEST:

Lorely P. Bundy

Check No. 76993
Date 79
Tract No. 2 of 2

RECEIPT AND RELEASE

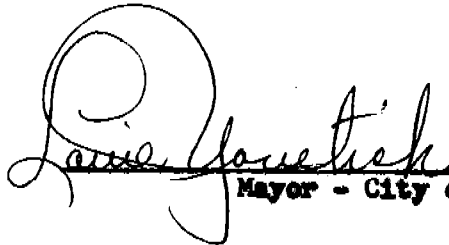
September 21, 1971

RECEIVED FROM CONTINENTAL PIPE LINE COMPANY, a Delaware Corporation,
the sum of Two Hundred and Thirty Seven and no/100 ————— Dollars

(\$ 237.00), which I/we acknowledge to be in full settlement and discharge
of all claims growing out of property damage sustained by me/us; and, in
consideration of said sum, hereby remise, release, and forever discharge
said company, its successors and assigns, from any and all actions, causes
of action, claims and demands for, upon, or by reason of any damage or loss
which heretofore has been or which hereafter may be sustained by me/us in

consequence of all damage resulting from the construction of an 8" pipe
line in the SW 1/4 Section 15, T. 1-S, R-24-E, Yellowstone County, Montana.

WITNESS the execution hereof the day and year first hereinabove
written.



Mayor - City of Laurel, Montana

ATTEST: Dorothy G. Bundy

Tract No. 2 of 2
~~Block No.~~ 7600
Rods 79
Charge _____

MONTANA-DAKOTA UTILITIES CO.
PIPE LINE EASEMENT BY OWNER

THIS INDENTURE, made this 21st day of September, A.D., 1982, between MONTANA-DAKOTA UTILITIES CO., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501, hereinafter called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:
THE CITY OF LAUREL, a political subdivision of the State of Montana
Laurel, Montana.

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 50 feet in width, being 25 feet left, and 25 feet right of the center line as laid out and/or surveyed, or as finally installed on the hereinafter described lands, together with the right to construct, operate, maintain, repair, remove, and replace a gas pipe line or lines, including necessary pipes, poles, and fixtures, through, over, under and across the following described real estate, situated in the County of YELLOWSTONE State of MONTANA, namely: A tract or strip of land lying in the Southwest Quarter (SW $\frac{1}{4}$) of Section Fifteen (15), Township Two (2) South, Range Twenty-four (24) East of the Principal Meridian Montana. Said strip of land being 50 feet wide, 25 feet on each side of the following described centerline:

Commencing at a point South 26°03' West a distance of 873.71 feet from the center Quarter of said Section 15, thence South 24°48' West a distance of 200 feet to the TRUE POINT OF BEGINNING and on an existing Montana-Dakota Utilities Co. 12" natural gas pipeline, thence North 24°48' East a distance of 200 feet, thence North a distance of 457 feet, thence East a distance of 213 feet to a point on an existing Montana-Dakota Utilities Co. 12" natural gas pipeline and South 27°32' West a distance of 369.9 feet from the center Quarter Corner of said Section 15.

Should additional pipe lines be laid under this grant, at any time, an additional consideration equal to the consideration paid for this grant, calculated on a lineal rod basis, shall be paid for each additional line.

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said pipe line or lines or COMPANY'S rights hereunder.

OWNER, its successors and assigns, hereby grants to COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of laying, constructing, maintaining, operating, replacing, repairing or removing said gas pipe line or lines and for the purpose of doing all necessary work in connection therewith.

COMPANY hereby agrees that it will pay any and all damages that may result to the crops, fences, buildings and improvements on said premises caused by constructing, reconstructing, maintaining, repairing, operating or removing said pipe line or lines. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; these two shall select the third person. The award of these three persons shall be final and conclusive.

If the herein described lands are in the State of North Dakota, this easement is limited to a term of 99 years.

If the herein described lands are in the State of Wyoming, OWNER does hereby release and waive all rights under and by virtue of the homestead exemption laws of that state.

IN WITNESS WHEREOF, OWNER has executed these presents as of the day and year first above written.

THE CITY OF LAUREL, a political subdivision of the
By: Albert Ehrlich State of Montana
Its Mayor

STATE OF MONTANA)
County of YELLOWSTONE) ss.

Attest:

Donald L. Hackmann
Its City Clerk

On this 21st day of September, 1982, before me personally appeared

Albert Ehrlich and Donald L. Hackmann

known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged

to me that he executed the same, (known to me to be the

MAYOR and CITY CLERK

respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

Benjamin J. Olson

Notary Public, DAWSON County,

State of MONTANA

(NOTARY SEAL)

My Commission Expires: 9-28-1982

W.O. TRACT NO. L.R.R. NO.

MONTANA-DAKOTA UTILITIES CO.
PIPE LINE EASEMENT BY OWNER

THIS INDENTURE, made this 14th day of September, A.D., 1983, between MONTANA-DAKOTA UTILITIES CO., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501, hereinafter called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

THE CITY OF LAUREL, a Municipal Corporation

Laurel, Montana 59044

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 50 feet in width, being 25 feet left, and 25 feet right of the center line as laid out and/or surveyed, or as finally installed on the hereinafter described lands, together with the right to construct, operate, maintain, repair, remove, and replace a gas pipe line or lines, including necessary pipes, poles, and fixtures, through, over, under and across the following described real estate, situated in the County of YELLOWSTONE State of MONTANA, namely: A tract or strip of land lying in Lots Four (4) & Five

(5) of Section Fifteen (15), and Lot One (1) of Section Twenty-two (22), Township Two (2) South, Range Twenty-four (24) East of the Principal Meridian Montana, said strip of land being (50) feet wide, (25) feet on each side of the following described centerline:
Beginning at a point which is S80°36'W. a distance of 1423.9 feet from the North Quarter Corner of said Section 22, thence N 90°38'W. a distance of 52.0 feet, thence N16°23'W. a distance of 364.0 feet, thence N28°03'W. a distance of 96.0 feet to the Southerly Bank of the Yellowstone River and the low water mark on March 29, 1983, thence continuing N28°03'W. a distance of 559.0 feet to the Northerly Bank of said river and low water mark on said date, thence continuing N28°03'W. a distance of 176.0 feet, thence N50°00'E. a distance of 22.4 feet to a point on an existing Montana-Dakota Utilities Co. tract of land, which is S21°16'E. a distance of 1848.0 feet from the West Quarter Corner of said Section 15.

The rights herein granted include a valve setting and related facilities which will be enclosed within a 25 foot by 30 foot concrete block building.

Should additional pipe lines be laid under this grant, at any time, an additional consideration equal to the consideration paid for this grant, calculated on a lineal rod basis, shall be paid for each additional line.

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said pipe line or lines or COMPANY'S rights hereunder.

OWNER, its successors and assigns, hereby grants to COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of laying, constructing, maintaining, operating, replacing, repairing or removing said gas pipe line or lines and for the purpose of doing all necessary work in connection therewith.

COMPANY hereby agrees that it will pay any and all damages that may result to the crops, fences, buildings and improvements on said premises caused by constructing, reconstructing, maintaining, repairing, operating or removing said pipe line or lines. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; these two shall select the third person. The award of these three persons shall be final and conclusive.

If the herein described lands are in the State of North Dakota, this easement is limited to a term of 99 years.

If the herein described lands are in the State of Wyoming, OWNER does hereby release and waive all rights under and by virtue of the homestead exemption laws of that state.

IN WITNESS WHEREOF, OWNER has executed these presents as of the day and year first above written.

THE CITY OF LAUREL, a Municipal Corporation

By: Albert Ehrlick
Its MAYOR

STATE OF MONTANA)
County of YELLOWSTONE : ss.

Attest: Sharon Herman
Its Deputy Clerk

On this 14th day of September, 1983, before me personally appeared

Albert Ehrlick and Sharon Herman

known to me to be the same person, described in and who executed the above and foregoing instrument and acknowledged

to me that he executed the same, (known to me to be the MAYOR and Deputy Clerk respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

Dennis L. Olson

Notary Public, Yellowstone DAWSON County,

State of Montana

(NOTARY SEAL)

My Commission Expires: 9-28-1985

1072-700-21837-789

W.O. _____ TRACT NO. _____ L.R.R. NO. _____

RESOLUTION NO. 2271

APPROVING AN AGREEMENT BETWEEN
THE CITY OF LAUREL AND MONTANA
STATE DEPARTMENT OF FISH, WILD-
LIFE & PARKS, SAID AGREEMENT
RELATING TO PERPETUAL EASEMENT FOR
BOAT RAMP ACCESS TO YELLOWSTONE RIVER.

BE IT RESOLVED by the City Council of the City of Laurel,
Montana:

Section 1: Approval. The agreement between the City of
Laurel and Montana State Department of Fish, Wildlife & Parks
relating to perpetual easement for boat ramp access to Yellowstone
River, a copy attached hereto, be and the same is hereby approved.

Section 2: Execution. The Mayor and City Clerk of the City
of Laurel are hereby given authority to execute said agreement on
behalf of the City.

Introduced at a regular meeting of the City Council on
April 21, 1987, by Alderman Meyers.

PASSED and APPROVED by the City Council of the City of Laurel,
this 21st day of April, 1987.

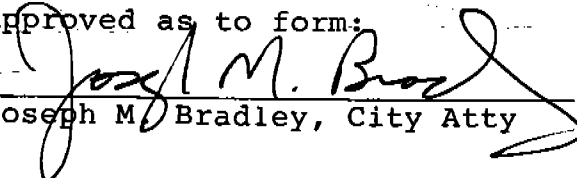
CITY OF LAUREL


Bob Gauthier, Mayor

ATTEST:


Donald L. Hackmann, City Clerk

Approved as to form:


Joseph M. Bradley, City Atty

PERPETUAL EASEMENT FOR BOAT RAMP ACCESS TO YELLOWSTONE RIVER

KNOW ALL MEN BY THESE PRESENTS that the City of Laurel, a municipal corporation of Yellowstone County, Montana, Grantor, by these presents does hereby grant and convey to and in favor of the State of Montana, Department of Fish, Wildlife and Parks, Grantee, a perpetual easement upon, over and across the following-described real property of the grantor, for the purpose of the grantee's construction, and any future repair of a boat launching ramp to the Yellowstone River, and for the purpose of allowing public access and use of the boat launching ramp and as a fishing access site.

The boat launching ramp shall be constructed by Grantee on the said lands in accordance with the attached site plan, now mentioned and incorporated herein as Exhibit "A".

Said site and facilities will be maintained and managed by the Grantor with the exception of any necessary repairs to the boat ramp, which is to be done by the Grantee. Use of the boat ramp facility shall be free of charge for the public by the grantor, no use fees shall be charged.

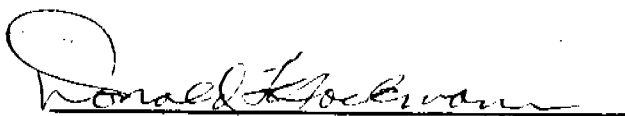
The real property of the grantors subject to the perpetual easement described herein is shown on the attached legal description, Exhibit "B", now also mentioned and incorporated herein as Exhibit "B".

Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands, or actions for damages to property or injury to persons or other damage to persons or entities arising out of, or resulting from the performance of this agreement or the results of this agreement, provided such damage to property or injury to persons is not due, in whole or in part, to the error, omission, or negligent act of Grantee or its employees

IN WITNESS WHEREOF, the Grantor has hereunto set its official hands and seals this 21st day of April, 1987.

ATTEST:

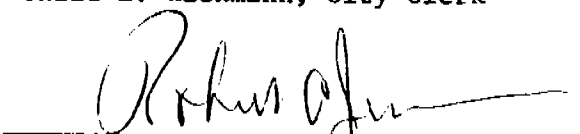
CITY OF LAUREL



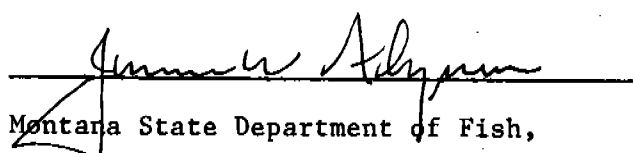
Donald L. Hackmann, City Clerk

By 

Robert Gauthier, Mayor



Montana State Fish & Game Commission
Chairman



Montana State Department of Fish,
Wildlife and Parks

Director

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

ON THIS 26 day of June, 1987, before me, the undersigned a Notary Public for the State of Montana, personally appeared JAMES W. FLYNN and ROBERT A. JENSEN, Known to me to be the Director of the Department of Fish, Wildlife and Parks, and the Chairman of the Montana Fish and Game Commission and known to me to be the persons whose names are subscribed within this instrument, and acknowledged to me that they executed the same.

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

(NOTARIAL SEAL)

Neal D. DeRude
Notary Public for the State of Montana
Residing at Clancy, Mt. 59634
My Commission expires October 23, 1988

STATE OF MONTANA)
)ss.
County of Yellowstone)

ON THIS 23rd day of April, 1987, before me, the undersigned a Notary Public for the State of Montana, personally appeared ROBERT GAUTHIER, Known to me to be the Mayor of the City of Laurel, that executed the within instrument, and acknowledged to me that such City executed the same.

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

(NOTARIAL SEAL)

Ray L. Kinnick
Notary Public for the State of Montana
Residing at Laurel
My Commission expires 12-31-89

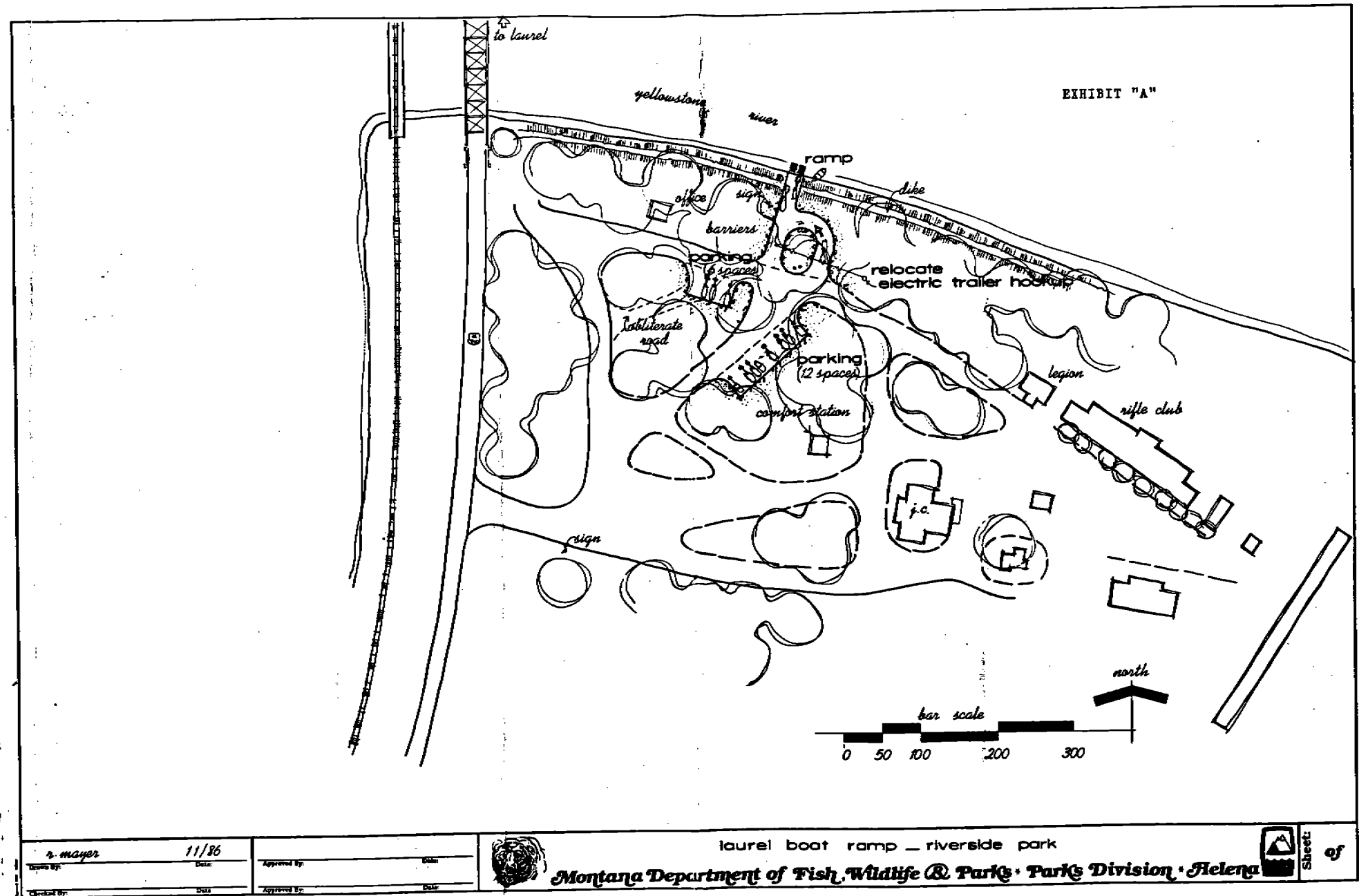
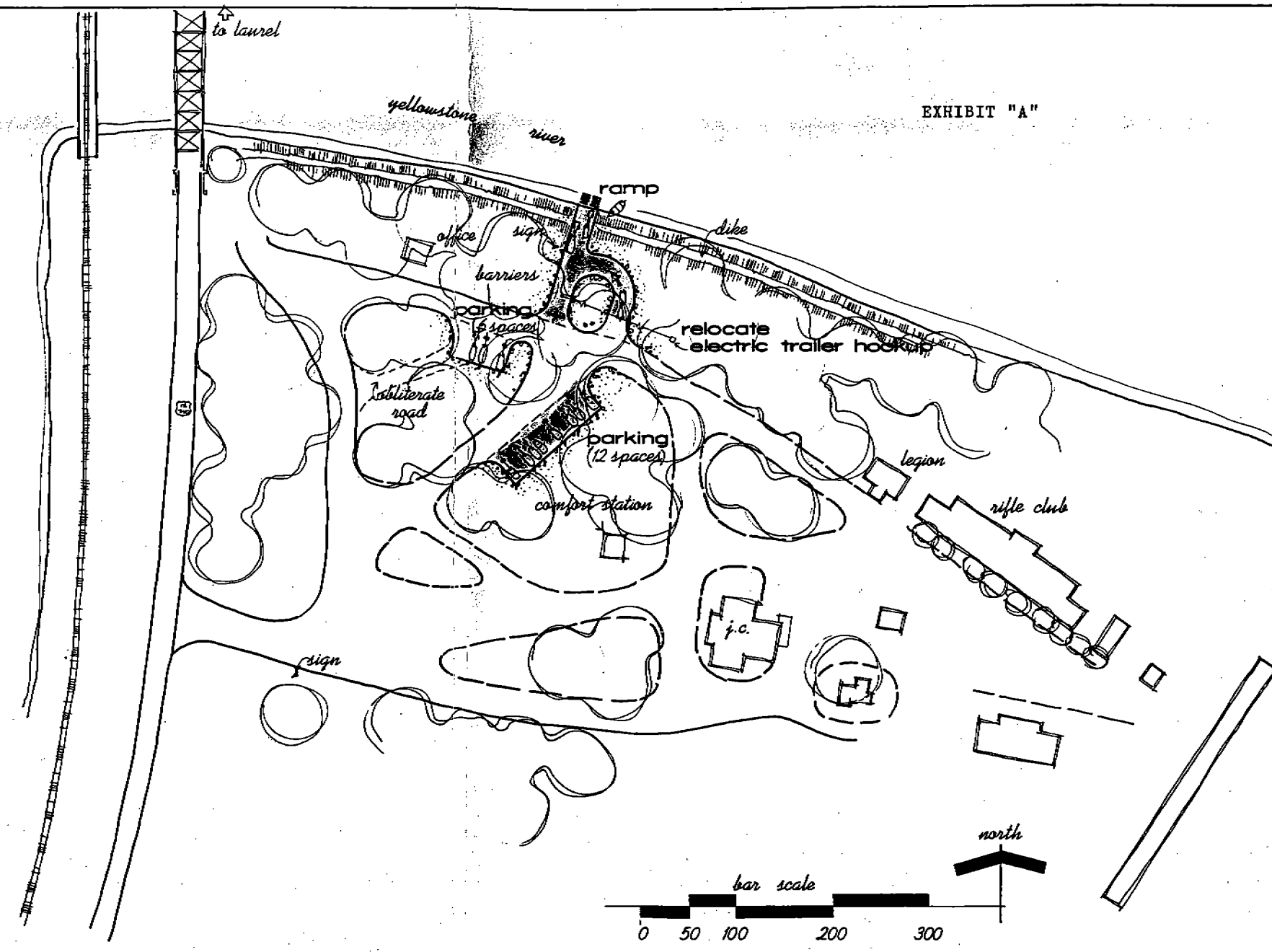


EXHIBIT "B"

LEGAL DESCRIPTION OF REAL PROPERTY
for Department of Fish, Wildlife & Parks Easement

A tract of land beginning at a point on the north and south quarter section line 195 feet north of the quarter corner between Section 15 and 22 in Township 2 South of Range 24 East, M.P.M., in Yellowstone County, Montana, and running thence south 64 degrees and 32 minutes West a distance of approximately 1865 feet to the east line of public highway no. 310; thence in a northerly direction along the east line of said highway a distance of 765.6 feet to a point where the east line of U. S. Highway No. 310 intersects the south bank of the Yellowstone River and running thence easterly along the said south river bank to a point which is approximately 220 feet east of said north and south quarter section line; thence south 64 degrees west to the point of beginning, containing 25 acres, more or less.

EXHIBIT "A"



Drawn By: <i>r. mayer</i>	Date: <i>11/86</i>	Approved By: _____	Date: _____
Checked By: _____	Date: _____	Approved By: _____	Date: _____



laurel boat ramp — riverside park
Montana Department of Fish, Wildlife & Parks • Parks Division • Helena



Sheet *of*

RESOLUTION AND EASEMENT

WHEREAS, MONTANA DAKOTA UTILITIES CO., A corporation, having its principal offices at 400 North Fourth Street, Bismarck, North Dakota 58501, municipal corporation, for an easement authorizing it to construct, operate, maintain, repair and remove a gas line, including necessary poles, wires and fixtures, through, over, under and across the following described property, which is outside the corporate limits of the City of Laurel, Montana, who are owners of said real property, being more particularly described as follows:

A tract of land beginning at a point on the North and South Quarter Section Line 195 feet North of the Quarter corner between Sections 15 and 22 in T2S-R24E M. P. M. in Yellowstone County, Montana, and running thence S64°32'W a distance of approximately 1,865 feet to the East Line of public highway number 310, thence in a Northerly direction along the East Line of said highway a distance of 330 feet, thence N59°15'E a distance of 500 feet, thence N38°45'W parallel to the said highway number 310 a distance of approximately 435.6 feet to the intersection of the South Bank of the Yellowstone River, thence in an Easterly direction along the South Bank of said River to a point which is approximately 220 feet East of said North and South Quarter Section Line, thence S64°W to the point of beginning.

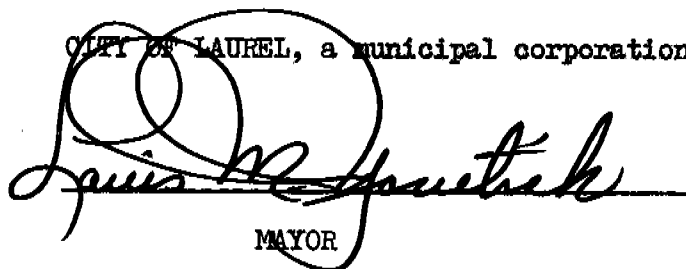
A tract of land in Yellowstone County, Montana, and more particularly described as follows, to wit: Beginning at a point which is 2,062 feet South and 30 feet East from the West Quarter corner of Section 15-T2S-R24E M. P. M., which is on the Easterly Boundary Line of U. S. Highway number 310, running thence N51°15'E 465 feet to a point on the Southerly Boundary Line of the Canyon Creek Ditch Company's right-of-way, continuing thence in an Easterly direction along the Southerly Boundary Line of said Ditch Company's right-of-way a distance of 320 feet, thence S38°45'E and parallel to the highway to a point 30 feet North of the North Bank of the Yellowstone River, thence S51°15'W a distance of 260 feet, thence N38°45'W a distance of 162 feet, thence S51°15'W along the Northerly Boundary Line of Existing City Water Plant Land to the intersection with the Easterly Boundary Line of highway, thence N38°45'W 50 feet to the point of beginning.

WHEREAS, the granting of said easement will not interfere with the use of said real property for the purposes to which it is now devoted and the granting of said easement will inure to the benefit of the inhabitants of the City of Laurel and to the said municipality, and the granting thereof is for the best interests of said City and the inhabitants thereof.

NOW, THEREFORE, BE IT RESOLVED, and IT IS HEREBY RESOLVED by the City Council of the City of Laurel, Montana, in session assembled, that MONTANA-DAKOTA UTILITIES CO., a corporation, its successors and assigns, is hereby granted the right to construct, operate, maintain, repair and remove, under, over and across the real property above specifically described, a gas line, with all necessary appurtenances and fixtures thereto, which said grant is made upon condition that the City of Laurel, Montana, shall be held harmless by the grantee of all damages and loss which the said City may sustain by the construction, maintenance, repair and removal of the works and improvements for which this easement is granted.

Duly voted upon and unanimously adopted and approved by the City Council of the City of Laurel, Montana, on this 4th day of November, A. D., 1975.

CITY OF LAUREL, a municipal corporation


MAYOR

ATTEST:



CITY CLERK

(SEAL)



Yellowstone County

EASE

125.00

3596013
Page: 1 of 15
08/22/2011 11:17A

WHEN RECORDED PLEASE MAIL TO:
City of Laurel
P. O. Box 10
Laurel, MT 59044
Attn: Laurel City Clerk

RIGHT OF WAY GRANT

THE STATE OF MONTANA)
)
COUNTY OF YELLOWSTONE) KNOW ALL MEN BY THESE PRESENTS:

FOR VALUABLE CONSIDERATION the receipt of which is hereby acknowledged, the CITY OF LAUREL (herein called "Grantor", whether one or more), Grantor hereby grants to EXXONMOBIL PIPELINE COMPANY, a Delaware corporation (hereafter called "Grantee"), its successors and assigns, the exclusive right of way and easement to be used from time to time to lay, construct, maintain, operate, replace, protect, repair, and remove one active 12-inch pipeline for the transportation of petroleum products, together with segments of idle or abandoned pipelines, on, over, and through the following described lands situated in Yellowstone County, to-wit:

across a 30-foot strip or strips of land within that certain real property situated in Township 2 South, Range 24 East, Section 22, in the County of Yellowstone, Montana and belonging to the GRANTOR, and more particularly described as set forth in "Exhibit A-1" and "Exhibit B-1", "Exhibit A-2" and "Exhibit B-2", "Exhibit A-3" and "Exhibit B-3", "Exhibit A-4" and "Exhibit B-4", "Exhibit A-5" and "Exhibit B-5", which are attached hereto and made a part hereof by reference;

together with the right to make temporary use of a strip or strips of land not in excess of thirty feet in width and not at the time occupied by a house, building, or similar improvement, alongside and adjacent to such right of way for the purpose related to the construction, maintenance, repair, replacement, and removal of such pipelines and the right of ingress and egress over and across the above-described land and Grantors' adjacent lands for all purposes incident to said grant and the right of assignment in whole or in part. Grantee shall notify Grantor and obtain Grantor's consent prior to entering and utilizing the additional strip or strips of land for the temporary purposes contemplated hereunder.

TO HAVE AND TO HOLD said right of way and easement unto Grantee, its successors and assigns, subject to the terms and conditions contained herein.

It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor the minerals therein and there under, but grants only the right of way and easement as above provided.

The rights and obligations granted under this right of way and easement are personal and shall not be assignable without the written consent of Grantor, which shall not be unreasonably withheld. If this Agreement is assigned or transferred in the future, the assignee(s) or new Grantee shall comply with all the terms and conditions contained in this Agreement.

The right of way and easement rights herein granted to Grantee, shall terminate if Grantee, its successors or assigns fail for a continuous period of three (3) years to operate or maintain the pipelines



described herein. Upon termination, of this Right of Way Grant, Grantee shall have the option of abandoning the pipelines in place or removing the pipelines. Pipelines abandoned in place will be cut and capped at both ends, and filled with slurry or equivalent material.

Permanent placement of Grantee's equipment or facilities on the surface of the ROW is prohibited under the terms of this right of way and easement, however, Grantee retains the right to request Grantor's approval for surface use if Grantee determines a need to use a portion of the surface within the right of way and easement. Such approval shall not be unreasonably withheld by Grantor.

Grantee shall, at all times during the term of the right of way and easement comply with all applicable State, Federal and Local laws, ordinances, codes, rules and regulations. The pipeline and facilities will be operated and maintained pursuant to applicable, Department of Transportation Pipeline Safety Regulations including the installation of pipeline markers with emergency contact information.

As a consideration for this easement, Grantee will pay to Grantor the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) upon the execution and delivery of this easement for the first year; and each year thereafter on the anniversary date of the agreement. All accounts are to be paid within 30 days of the agreed upon due date.

Grantors retain for themselves and their heirs and assigns the right to otherwise use and enjoy said premises except to the extent that such use may interfere with Grantee's use of said right of way and easement for the purposes herein granted or to the extent that such use by Grantors, their heirs and assigns may not be consistent with the safety of Grantee's facilities or the safety of persons or property on the surface of said right of way. Without limitation of the foregoing, Grantors, their heirs and assigns, shall not excavate said right of way nor construct or permit to be constructed or placed on or over said right of way any house, structure, pavement, parking lot, obstruction, improvement or anything, either on the ground or overhanging the right of way, which may interfere with the aerial surveillance of the right of way or with access to, or with the safety of Grantee's facilities, and Grantee shall be entitled at Grantee's option at anytime to remove any such house, structure, pavement, parking lot, obstruction, improvement or thing, including, without limitation, growing things and overhanging limbs.

Grantors, their heirs or assigns shall not construct streets, sidewalks, driveways, fences, pipelines or utility lines within said right of way unless (i) such facilities do not create a potentially unsafe condition, (ii) such facilities do not interfere with Grantee's use of the right of way, (iii) Grantee is notified prior to construction of such facilities, (iv) any pipelines or utilities lines are, at Grantee's option, constructed below Grantee's lines and (v) such facilities are constructed in accordance with any safety precautions required by Law or specified by Grantee. In the event Grantor, its successors and assigns, permit the construction, operation, repair and maintenance of pipelines, streets, or roadways within said right of way it is agreed that Grantor, its successors and assigns, shall reimburse Grantee, its successors or assigns or cause Grantee, its successors or assigns to be reimbursed for all of the reasonable and necessary costs, including administrative and overhead costs, for labor and materials incurred by Grantee in lowering, or otherwise protecting its pipelines against such construction by Grantor, its heirs or assigns.

Grantee shall indemnify, defend and hold harmless Grantor, its affiliates, and their respective officers, directors, and employees, agents and contractors, from any and all claims, liability and expenses including, but not limited to, reasonable attorneys' fees, taxes, fines, penalties and expenses of compliance with all laws, regulations, ordinances, permits, licenses and claims for personal injury, death or property damage arising out of the use of the Property by Grantee, its' affiliates, and their respective employees, agents and contractors including claims of employees, agents and contractors of Grantee, unless caused by the actions of third parties or the negligence or willful misconduct of



Yellowstone County

EASE

125.00

3596013

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Grantor, its affiliates and their respective officers, directors, employees, agents, contractors licensees, invitees and assigns.

Grantee will indemnify and hold Grantor, its directors, officers, agents and employees, harmless from any and all claims, loss, damage, actions, causes of action, expense and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after this Agreement and are attributable to the actions of, or failure to act, by Grantee or agents, except for the negligence or willful misconduct of Grantor, its directors, officers, agents and employees.

Grantee shall, at its sole cost and expense, promptly repair and restore any and all damage to the property of Grantor, including without limitation, damage to any improvements located on such property, caused by the use by Grantee of the Property hereunder. If such repair and/or restoration is not carried out within a reasonable period after the date such damage is caused, the Grantor shall have the right to cause such repair and/or restoration to be made, and Grantee shall, upon written demand therefore by Grantor, reimburse Grantor for its reasonable fees, costs and expenses incurred in making such repair and/or restoration.

Grantee agrees to bury each pipeline constructed hereunder to a depth of at least 36 inches below the surface of the ground at the time of construction.

Grantee, except in the event of an emergency, shall provide fourteen (14) days advance notice to Grantor of Grantee's plan to access the right of way and easement to exercise its rights under the agreement. Grantor, except in the event of an emergency, shall provide fourteen (14) days advance notice to Grantee of maintenance activities of its facilities or new construction within Grantee's right of way and easement. Notifications to Grantor shall be made by telephone to the Chief Administrative Office at (406) 628-4796. Notifications to Grantee shall be made by telephone to the Grantee's Pipeline Operations Controller at (888) 337-5003. Grantee agrees not to engage in unauthorized recreation or remove any trees, plants, or foliage on Grantor's property outside of the right of way and easement without first consulting with the Grantor. Any trees, plants, or foliage removed outside the ROW will be replaced upon consultation with the Grantor.

It is understood and agreed that Grantee shall be entitled to exercise any of the rights granted hereunder at any time and from time to time for so long as this right of way and easement remains in force and effect, and the non-exercise of any such rights shall not be deemed to constitute a waiver of any such rights.

IN WITNESS WHEREOF, we have hereunto set our hand this 16th day of August, 2011.

GRANTOR

CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

GRANTEE

EXXONMOBIL PIPELINE COMPANY

By:  8-17-2011

Name: GEORGEY A CRAFT

Title: VICE PRESIDENT

Address: 800 Bell Street
Houston, Texas 77002



3596013

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Yellowstone County

EASE

125.00

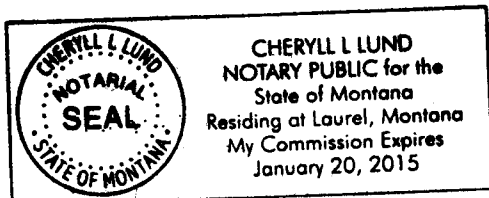
STATE OF MONTANA)

County of Yellowstone)

:ss.

On this 16th day of August in the year 2011 before me, *Cheryll L. Lund* Notary Public for the State of Montana, personally appeared *Kenneth E. Olson, Jr.*, Mayor of the City of Laurel, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same.

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



Cheryll L. Lund
Notary Public for the State of Montana
Cheryll L. Lund
Residing at *Laurel*, Montana
My commission expires *January 20, 2015*

STATE OF MONTANA)

County of Yellowstone)

:ss.

On this 17th day of August in the year 2011 before me, *Pamela R. Malek* Notary Public for the State of Montana, personally appeared Geoff Craft, Vice-President of ExxonMobil Pipeline Company, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same.

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



Pamela R. Malek
Notary Public for the State of Montana

Residing at *Billings*, Montana
My commission expires *October 21, 2011*

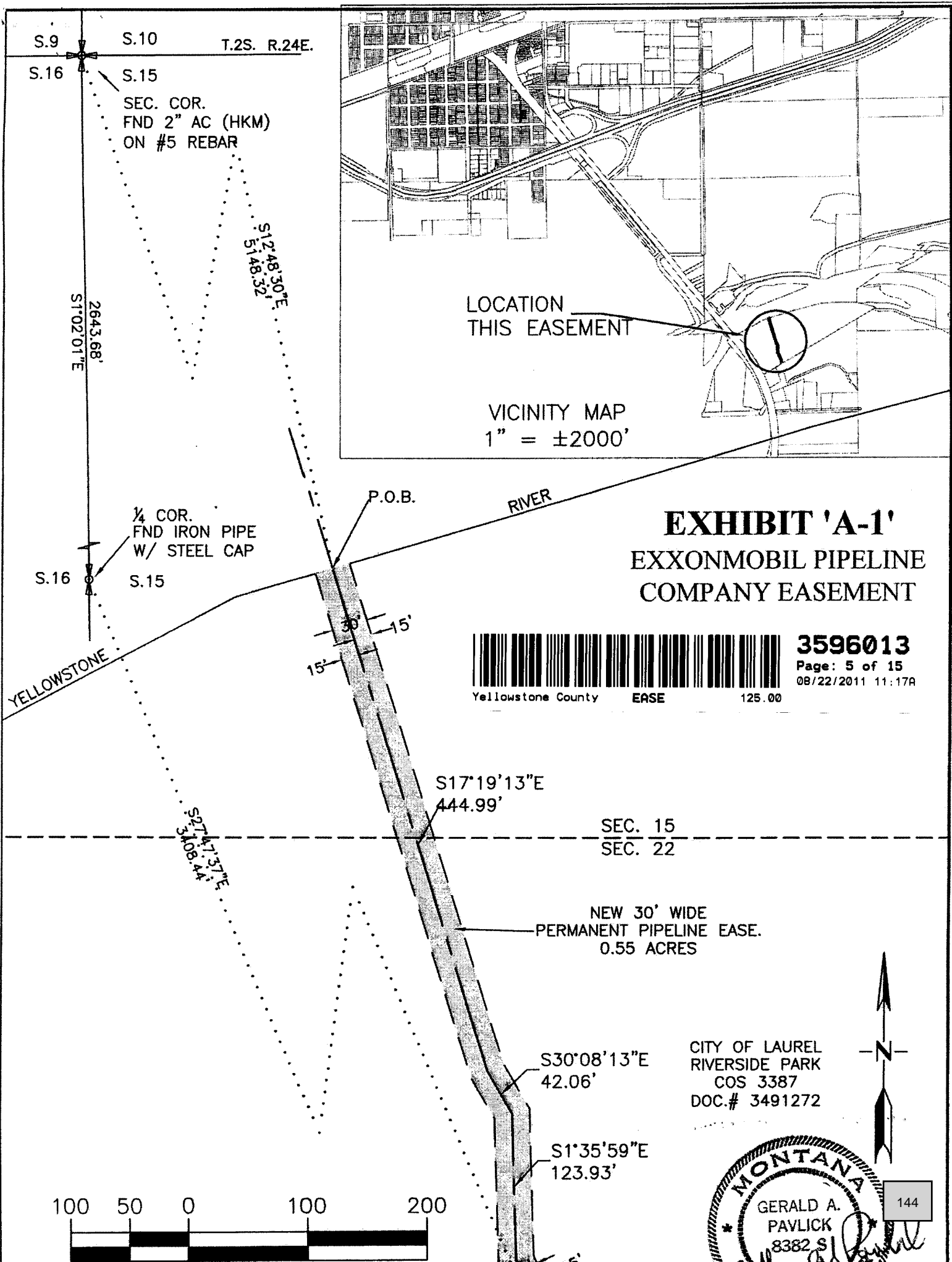


EXHIBIT 'A-1'

EXXONMOBIL PIPELINE COMPANY EASEMENT



3596013

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Yellowstone County

EASE

125.00



EXHIBIT 'B-1'

DESCRIPTION:

A permanent 30 foot wide pipeline easement located in Certificate of Survey No.3387 as recorded in the Clerk and Records office of Yellowstone County as Document No. 3491272, in the SW¼ of Section 15 and the NW¼ of Section 22, T.2S., R.24E., P.M.M., Yellowstone County, Montana, being 15 feet on each side of the following described centerline where said easement runs across, adjoins or touches the aforementioned tract, being more particularly described as follows:

Commencing at the Northwest corner of said Section 15 thence S12°48'30"E, a distance of 5148.32 feet to the right bank of the Yellowstone River, being the Point of Beginning; thence S17°19'13"E, a distance of 444.99 feet; thence S30°08'13"E, a distance of 42.06 feet; thence S01°35'59"E a distance of 123.93 feet; thence S23°51'16"E, a distance of 142.71 feet; thence S13°47'22"E, a distance of 51.16 feet to the Point of Termination on the South line of said Certificate of Survey No. 3387, being S27°47'37"E, a distance of 3408.44 feet from the ¼ corner common to Section 15 and 16, containing 0.55 acres more or less, and subject to easements either of record or apparent on the ground, and all according to, Exhibit A-1 (Figure 1) attached hereto.

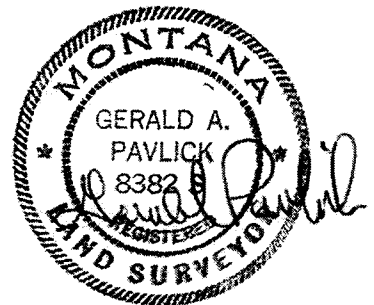
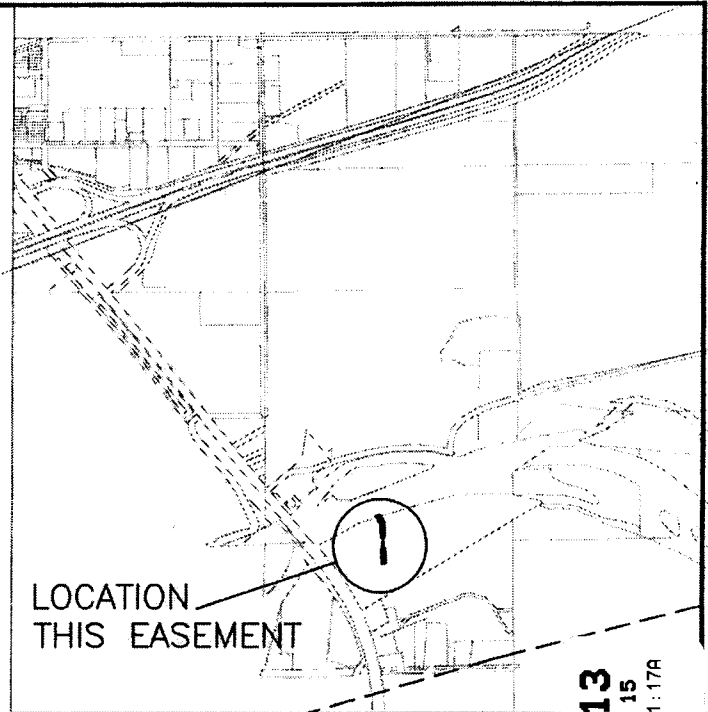


EXHIBIT 'A-2'

EXXONMOBIL PIPELINE

COMPANY EASMENT



LOCATION
THIS EASEMENT

VICINITY MAP
1" = ±2000'

3596013

Page: 7 of 15
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125.00

EASE

Yellowstone County

SEC. COR.
FND. 2" AC (HKM)
ON #5 REBAR

P.O.B.

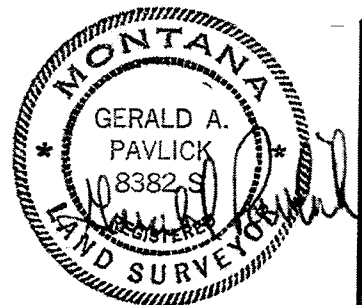
RIVER

YELLOWSTONE

30' WIDE
IDLE PIPELINE EASEMENT
0.35 ACRES

¼ COR.
FND. IRON PIPE
W/ STEEL CAP

SEC. 15
SEC. 22



CITY OF LAUREL
RIVERSIDE PARK
C.O.S. 3387
DOCUMENT # 3491272

P.O.T.

BASIS OF BEARINGS
MONTANA COORDINATE SYS
(NAD83)

DISTANCES AS SHOWN ARE
DISTANCES. TO CONVERT TO
GROUND DISTANCES DIVIDE BY CAF =

146



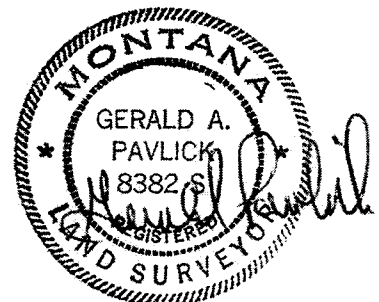
3596013
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EXHIBIT 'B-2'

DESCRIPTION:

A permanent 30 foot wide pipeline easement located in Certificate of Survey No.3387 as recorded in the Clerk and Records office of Yellowstone County as Document No. 3491272, in the SW¼ of Section 15 and the NW¼ of Section 22, T.2S., R.24E., P.M.M., Yellowstone County, Montana, being 15 feet on each side of the following described centerline where said easement runs across, adjoins or touches the aforementioned tract, being more particularly described as follows:

Commencing at the Northwest corner of said Section 15 thence S13°49'24"E, a distance of 5143.53 feet to the right bank of the Yellowstone River, being the Point of Beginning; thence S33°44'05"E, a distance of 85.93 feet; thence S02°31'09"E, a distance of 415.78 feet to the Point of Termination, being S23°43'16"E, a distance of 3100.08 feet from the ¼ corner common to Sections 15 and 16, containing 0.35 acres more or less, and subject to easements either of record or apparent on the ground, and all according to, Exhibit A-2 (Figure 1) attached hereto.



S.9

S.10

S.16

S.15

SEC. COR.
FND 2" AC (HKM)
ON #5 REBAR

2643.68'
S102°01'E

LOCATION
THIS EASEMENT

VICINITY MAP
1" = ±2000'

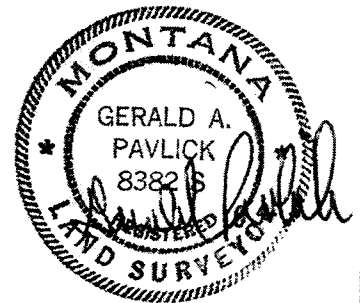
EXHIBIT 'A-3'

EXXONMOBIL PIPELINE COMPANY EASEMENT



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CHS INC.
NW¼SW¼ &
GOV. LOTS 3 & 4
SEC. 15
T.2S., R.24.E.



¼ COR.
FND IRON PIPE
W/ STEEL CAP
S.16 S.15

S27°09'05"E
1966.47'

NEW 30' WIDE
PERMANENT PIPELINE EASE.
0.02 ACRES (900 SQ.FT.)

CITY OF LAUREL
WATER TREATMENT
FACILITY

CITY OF LAUREL
PG 327-329

P.O.B.

SEWER PLANT ROAD

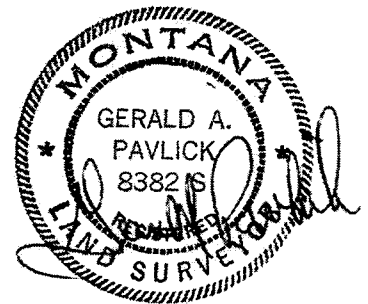


EXHIBIT 'B-3'

DESCRIPTION:

A permanent 30 foot wide pipeline easement located in Sewer Plant Road as recorded in the Clerk and Records office of Yellowstone County in Book 170, Pages 327-329, in the SW¼ of Section 15, T.2S., R.24E., P.M.M., Yellowstone County, Montana, being 15 feet on each side of the following described centerline where said easement runs across, adjoins or touches the aforementioned tract, being more particularly described as follows:

Commencing at the Northwest corner of said Section 15 thence S10°40'02"E, a distance of 4330.14 feet; thence N69°24'41"E, a distance of 96.84 feet; thence S17°19'13"E, a distance of 152.68 feet to the North line of said road tract being the Point of Beginning; thence S17°19'13"E a distance of 30 feet to the South line of said road tract, being the Point of Termination; being S27°09'05"E, a distance of 1969.47 feet from the ¼ corner common to Section 15 and 16, containing 900 square feet more or less, and subject to easements either of record or apparent on the ground, and all according to, Exhibit A-3 (Figure 1) attached hereto.



S.9

S.10

S.16

S.15

SEC. COR.
FND 2" AC (HKM)
ON #5 REBAR

2643.68'
S1°02'01"E

LOCATION
THIS EASEMENT

VICINITY MAP
1" = ±2000'



Yellowstone County

EASE

125.00

3596013

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EXHIBIT 'A-4'

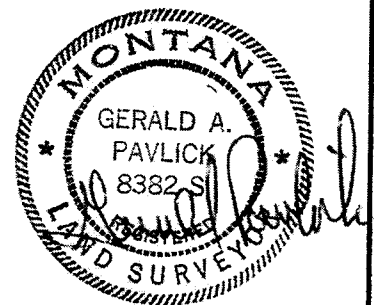
EXXONMOBIL PIPELINE COMPANY EASEMENT

1/4 COR.
FND IRON PIPE
W/ STEEL CAP
S.16 S.15

S1°42'07"E
4468.11'

S2°52'12"E
1993.94'

CHS INC.
NW1/4SW1/4 &
GOV. LOTS 3 & 4
SEC. 15
T.2S., R.24.E.



CITY OF LAUREL
WATER TREATMENT
FACILITY

30' WIDE
IDLE PIPELINE EASEMENT
0.02 ACRES (917 SQ.FT.)

P.O.B.

S25°53'19"E
30.6

SEWER PLANT ROAD

CITY OF LAUREL
PG 327-329

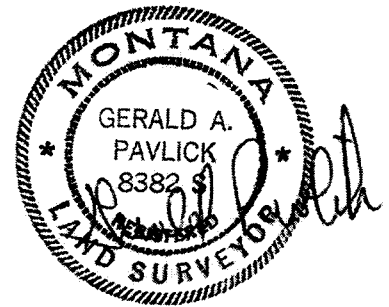


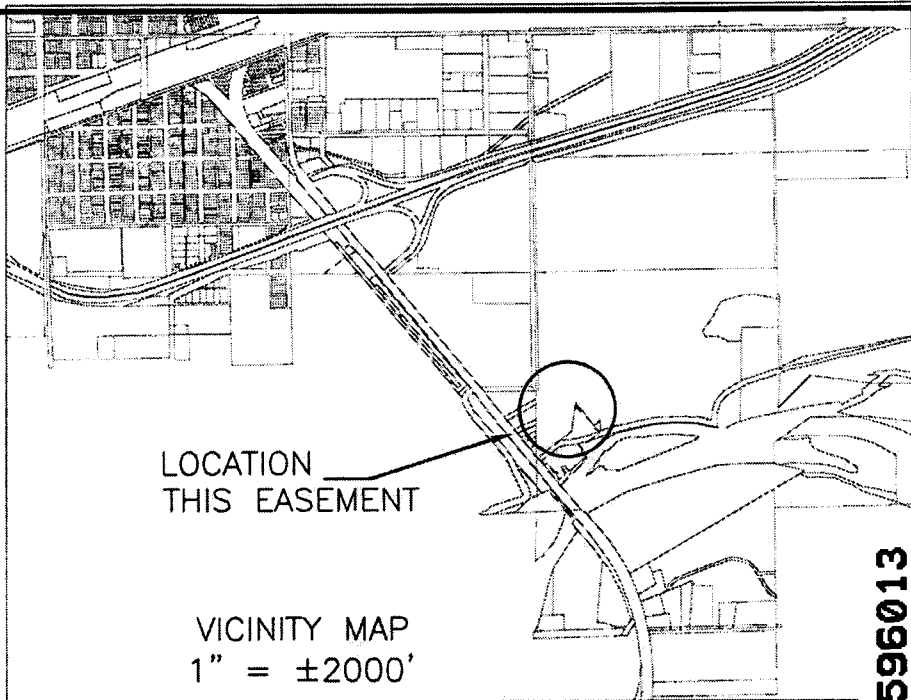
EXHIBIT 'B-4'

DESCRIPTION:

A permanent 30 foot wide pipeline easement located in Sewer Plant Road as recorded in the Clerk and Records office of Yellowstone County in Book 170, Pages 327-329, in the SW¼ of Section 15, T.2S., R.24E., P.M.M., Yellowstone County, Montana, being 15 feet on each side of the following described centerline where said easement runs across, adjoins or touches the aforementioned tract, being more particularly described as follows:

Commencing at the Northwest corner of said Section 15 thence S11°42'07"E, a distance of 4468.11 feet; to the North line of said road tract being the Point of Beginning; thence S25°53'19"E a distance of 30.6 feet to the South line of said road tract, being the Point of Termination; also being S26°21'21"E, a distance of 1963.64 feet from the ¼ corner common to Section 15 and 16, containing 917 square feet more or less, and subject to easements either of record or apparent on the ground, and all according to, Exhibit A-4 (Figure 1) attached hereto.

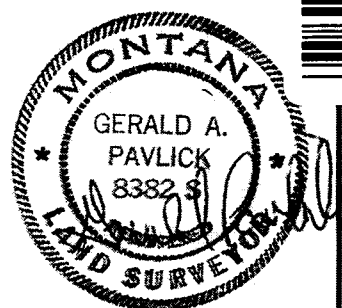




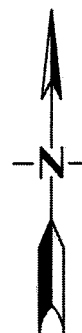
3596013
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EXHIBIT 'A-5'
EXXONMOBIL PIPELINE
COMPANY EASEMENT

NOTE: RECORD BEARINGS AND DISTANCES
FROM BOOK 1358, PAGE 1944 WERE
ROTATED AND TRANSLATED TO THE
MONTANA COORDINATE SYSTEM (NAD83)



CHS INC.
NW $\frac{1}{4}$ SW $\frac{1}{4}$ &
GOV. LOTS 3 & 4
SEC. 15
T.2S., R.24.E.



50 25 0 50

152

S.16

S.15

$\frac{1}{4}$ COR.
FND IRON PIPE
W/ STEEL CAP

S18°51'00"E
1609.30'

N63°16'00"W
69.67'

P.O.T.

P.O.B.

CANYON CREEK
DITCH CO.
PARCEL #5
BOOK 403, PAGE 165

CITY OF LAUREL
PARCEL #8
BOOK 201, PAGE 316

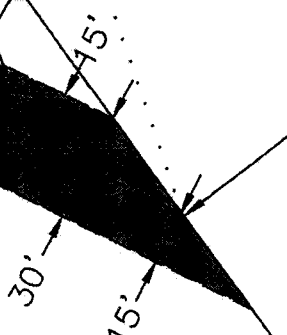


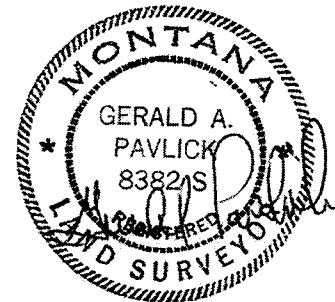


EXHIBIT 'B-5'

DESCRIPTION:

A permanent 30 foot wide pipeline easement located in Parcel No.8 as recorded in the Clerk and Records office of Yellowstone County in Book 201, Pages 316, in the SW $\frac{1}{4}$ of Section 15, T.2S., R.24E., P.M.M., Yellowstone County, Montana, being 15 feet on each side of the following described centerline where said easement runs across, adjoins or touches the aforementioned tract, being more particularly described as follows:

Commencing at the $\frac{1}{4}$ corner common to Sections 15 and 16, thence S18°51'00"E, a distance of 1609.30 feet to the Point of Beginning; thence N63°16'00"W a distance of 69.67 feet to the Point of Termination on the Westerly line of said Parcel No.8, and subject to easements either of record or apparent on the ground, and all according to, Exhibit A-5 (Figure 1) attached hereto.



RESOLUTION NO. R11-69

**A RESOLUTION APPROVING A RIGHT OF WAY GRANT BETWEEN
THE CITY OF LAUREL AND EXXONMOBIL PIPELINE COMPANY.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The right of way grant between the City of Laurel and ExxonMobil Pipeline Company, a copy attached hereto with exhibits, is hereby approved.

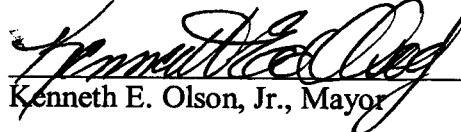
Section 2: Execution. The Mayor of the City of Laurel is hereby given authority to execute said right of way grant on behalf of the City.

Introduced at a regular meeting of the City Council on August 16, 2011, by Council Member Dickerson.


PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 16th day of August, 2011.

APPROVED by the Mayor this 16th day of August, 2011.

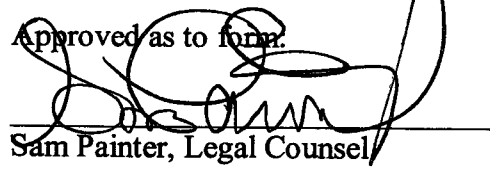
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form.


Sam Painter, Legal Counsel/
Elk River Law Office, P.L.L.P.

RIGHT OF WAY AGREEMENT
(Standard Form)

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100-----

----- Dollars (\$ **10.00**), in hand paid, the receipt of which is hereby acknowledged CITY OF LAUREL, MONTANA

hereinafter referred to as Grantor, does hereby grant unto CONOCO PIPE LINE COMPANY, a Delaware corporation having offices in Ponca City, Oklahoma (Manager, RPA, P.O. Box 1267, Ponca City, OK 74603) hereinafter referred to as Grantee, its successors and assigns, an easement to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipeline or pipelines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drip valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations and, if necessary, to construct maintain, operate, remove and replace communication and control facilities upon, over, through and under the following described land situated in Yellowstone County, State of Montana, to wit:

A tract of land 50 feet wide, with 25 feet on each side of a center line, which is to be used as a pipeline easement situated in the Southwest Quarter (SW/4) of Section 15, Township 2 South, Range 24 East of the Montana Principle Meridian, Yellowstone County, Montana, said center line being more particularly described as follows:

Commencing at the West Quarter (W/4) corner of said Section 15, as recorded in the office of the Yellowstone County Clerk and Recorder, and using the North Half (N/2) of the West line of said Section 15 for the Basis of Bearing (North-GLO); thence S14°37'20"E, 2056.1 feet to the Point of Beginning of this easement, referred to as Station 6+58, which is at the North edge of the Yellowstone River channel; thence N34°15'50"W, 21.0 feet to the Point of Terminus of the easement, at the intersection of this easement with an existing easement, which is referred to as Station 6+79, being S14°24'50"E of the said West Quarter (W/4) corner a distance of 2036.5 feet.

Grantee shall have the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid. Grantor hereby releases and waives for the purpose of this grant all rights under and by virtue of the dower, homestead and homestead exemption laws, if any, of said state.

Grantor shall have the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said Grantee; and Grantee hereby agrees to pay any damages which may arise to crops, pasturage, fences or buildings of said Grantor from the exercise of the rights herein granted. Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee. Grantor agrees not to build, create or construct any obstruction, engineering works, or other structure within fifty feet of said pipeline or lines nor permit same to be done by others.

Any pipeline or pipelines constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such line may be placed above any stream, ravine, ditch, or other watercourse.

Should more than one line be laid under this grant at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

It is agreed that any payment due hereunder may be made direct to said Grantors or any one of them.

This Right of Way Agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one or more pipelines or an undivided interest therein and/or communication lines, with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

WITNESS the execution hereof the 25th day of October, 1991.



CITY OF LAUREL, MONTANA

By: Bob Gauthier

Printed Name: Bob Gauthier

Title: Mayor

Tax I.D. Number: 81-6001283

Tract No. _____
Rods 1.27
Check No. 27397
Charge 25-1527, 64110-23-1328-34-02-\$10

288

STATE OF Montana)
) SS
COUNTY OF Yellowstone)

On this 25th day of October, 1991,
before me Vicki Metzger
personally appeared Bob Gauthier
known to me to be the Mayor
of the City of Laurel, Montana that executed the within instrument, and acknowledged to me that such city/
corporation 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.



Vicki S Metzger
Notary Public in and for
City of Laurel
County of Yellowstone
State of Montana

My Commission Expires:
3-15-94

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____,
before me _____
personally appeared _____
known to me to be the _____
of the corporation that executed the within instrument, and acknowledged to me that such corporation 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.

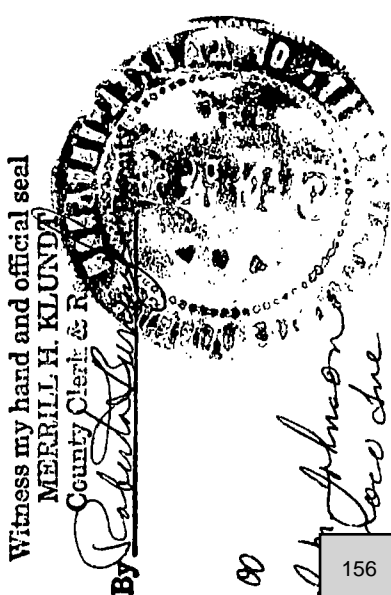
Notary Public

My Commission Expires:

A 1620357



STATE OF MONTANA, } ss
County of Yellowstone, }
I hereby certify that the within in-
strument was filed in my office for
record on this JAN 13 1992
day of _____ 19____
at 2:14 o'clock A.M. and is
duly recorded in Book 1369
Page 2354



Witness my hand and official seal
MERRILL H. KLUNDT
County Clerk & Recorder
By Robert L. Buehler

12.00
156
By Johnson
Corey Sue
DP 1267
Poncha City OK 74603

RESOLUTION NO. R11-69

**A RESOLUTION APPROVING A RIGHT OF WAY GRANT BETWEEN
THE CITY OF LAUREL AND EXXONMOBIL PIPELINE COMPANY.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The right of way grant between the City of Laurel and ExxonMobil Pipeline Company, a copy attached hereto with exhibits, is hereby approved.

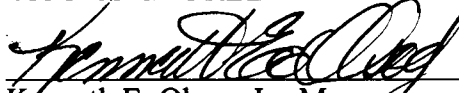
Section 2: Execution. The Mayor of the City of Laurel is hereby given authority to execute said right of way grant on behalf of the City.

Introduced at a regular meeting of the City Council on August 16, 2011,
by Council Member Dickerson.

PASSED and ADOPTED by the City Council of the City of Laurel,
Montana, this 16th day of August, 2011.

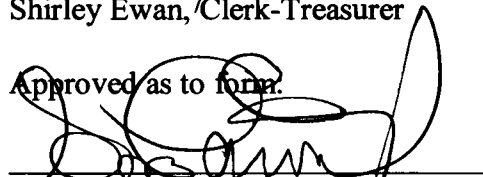
APPROVED by the Mayor this 16th day of August, 2011.

CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form.

Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.



WHEN RECORDED PLEASE MAIL TO:
City of Laurel
P. O. Box 10
Laurel, MT 59044
Attn: Laurel City Clerk

RIGHT OF WAY GRANT

THE STATE OF MONTANA)
)
COUNTY OF YELLOWSTONE) KNOW ALL MEN BY THESE PRESENTS:

FOR VALUABLE CONSIDERATION the receipt of which is hereby acknowledged, the CITY OF LAUREL (herein called "Grantor", whether one or more), Grantor hereby grants to EXXONMOBIL PIPELINE COMPANY, a Delaware corporation (hereafter called "Grantee"), its successors and assigns, the exclusive right of way and easement to be used from time to time to lay, construct, maintain, operate, replace, protect, repair, and remove one active 12-inch pipeline for the transportation of petroleum products, together with segments of idle or abandoned pipelines, on, over, and through the following described lands situated in Yellowstone County, to-wit:

across a 30-foot strip or strips of land within that certain real property situated in Township 2 South, Range 24 East, Section 22, in the County of Yellowstone, Montana and belonging to the GRANTOR, and more particularly described as set forth in "Exhibit A-1" and "Exhibit B-1", "Exhibit A-2" and "Exhibit B-2", "Exhibit A-3" and "Exhibit B-3", "Exhibit A-4" and "Exhibit B-4", "Exhibit A-5" and "Exhibit B-5", which are attached hereto and made a part hereof by reference;

together with the right to make temporary use of a strip or strips of land not in excess of thirty feet in width and not at the time occupied by a house, building, or similar improvement, alongside and adjacent to such right of way for the purpose related to the construction, maintenance, repair, replacement, and removal of such pipelines and the right of ingress and egress over and across the above-described land and Grantors' adjacent lands for all purposes incident to said grant and the right of assignment in whole or in part. Grantee shall notify Grantor and obtain Grantor's consent prior to entering and utilizing the additional strip or strips of land for the temporary purposes contemplated hereunder.

TO HAVE AND TO HOLD said right of way and easement unto Grantee, its successors and assigns, subject to the terms and conditions contained herein.

It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor the minerals therein and there under, but grants only the right of way and easement as above provided.

The rights and obligations granted under this right of way and easement are personal and shall not be assignable without the written consent of Grantor, which shall not be unreasonably withheld. If this Agreement is assigned or transferred in the future, the assignee(s) or new Grantee shall comply with all the terms and conditions contained in this Agreement.

The right of way and easement rights herein granted to Grantee, shall terminate if Grantee, its successors or assigns fail for a continuous period of three (3) years to operate or maintain the pipelines



Yellowstone County

EASE

125.00

3596013

Page: 2 of 15

08/22/2011 11:17A

described herein. Upon termination, of this Right of Way Grant, Grantee shall have the option of abandoning the pipelines in place or removing the pipelines. Pipelines abandoned in place will be cut and capped at both ends, and filled with slurry or equivalent material.

Permanent placement of Grantee's equipment or facilities on the surface of the ROW is prohibited under the terms of this right of way and easement, however, Grantee retains the right to request Grantor's approval for surface use if Grantee determines a need to use a portion of the surface within the right of way and easement. Such approval shall not be unreasonably withheld by Grantor.

Grantee shall, at all times during the term of the right of way and easement comply with all applicable State, Federal and Local laws, ordinances, codes, rules and regulations. The pipeline and facilities will be operated and maintained pursuant to applicable, Department of Transportation Pipeline Safety Regulations including the installation of pipeline markers with emergency contact information.

As a consideration for this easement, Grantee will pay to Grantor the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) upon the execution and delivery of this easement for the first year; and each year thereafter on the anniversary date of the agreement. All accounts are to be paid within 30 days of the agreed upon due date.

Grantors retain for themselves and their heirs and assigns the right to otherwise use and enjoy said premises except to the extent that such use may interfere with Grantee's use of said right of way and easement for the purposes herein granted or to the extent that such use by Grantors, their heirs and assigns may not be consistent with the safety of Grantee's facilities or the safety of persons or property on the surface of said right of way. Without limitation of the foregoing, Grantors, their heirs and assigns, shall not excavate said right of way nor construct or permit to be constructed or placed on or over said right of way any house, structure, pavement, parking lot, obstruction, improvement or anything, either on the ground or overhanging the right of way, which may interfere with the aerial surveillance of the right of way or with access to, or with the safety of Grantee's facilities, and Grantee shall be entitled at Grantee's option at anytime to remove any such house, structure, pavement, parking lot, obstruction, improvement or thing, including, without limitation, growing things and overhanging limbs.

Grantors, their heirs or assigns shall not construct streets, sidewalks, driveways, fences, pipelines or utility lines within said right of way unless (i) such facilities do not create a potentially unsafe condition, (ii) such facilities do not interfere with Grantee's use of the right of way, (iii) Grantee is notified prior to construction of such facilities, (iv) any pipelines or utilities lines are, at Grantee's option, constructed below Grantee's lines and (v) such facilities are constructed in accordance with any safety precautions required by Law or specified by Grantee. In the event Grantor, its successors and assigns, permit the construction, operation, repair and maintenance of pipelines, streets, or roadways within said right of way it is agreed that Grantor, its successors and assigns, shall reimburse Grantee, its successors or assigns or cause Grantee, its successors or assigns to be reimbursed for all of the reasonable and necessary costs, including administrative and overhead costs, for labor and materials incurred by Grantee in lowering, or otherwise protecting its pipelines against such construction by Grantor, its heirs or assigns.

Grantee shall indemnify, defend and hold harmless Grantor, its affiliates, and their respective officers, directors, and employees, agents and contractors, from any and all claims, liability and expenses including, but not limited to, reasonable attorneys' fees, taxes, fines, penalties and expenses of compliance with all laws, regulations, ordinances, permits, licenses and claims for personal injury, death or property damage arising out of the use of the Property by Grantee, its' affiliates, and their respective employees, agents and contractors including claims of employees, agents and contractors of Grantee, unless caused by the actions of third parties or the negligence or willful misconduct of



Grantor, its affiliates and their respective officers, directors, employees, agents, contractors licensees, invitees and assigns.

Grantee will indemnify and hold Grantor, its directors, officers, agents and employees, harmless from any and all claims, loss, damage, actions, causes of action, expense and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after this Agreement and are attributable to the actions of, or failure to act, by Grantee or agents, except for the negligence or willful misconduct of Grantor, its directors, officers, agents and employees.

Grantee shall, at its sole cost and expense, promptly repair and restore any and all damage to the property of Grantor, including without limitation, damage to any improvements located on such property, caused by the use by Grantee of the Property hereunder. If such repair and/or restoration is not carried out within a reasonable period after the date such damage is caused, the Grantor shall have the right to cause such repair and/or restoration to be made, and Grantee shall, upon written demand therefore by Grantor, reimburse Grantor for its reasonable fees, costs and expenses incurred in making such repair and/or restoration.

Grantee agrees to bury each pipeline constructed hereunder to a depth of at least 36 inches below the surface of the ground at the time of construction.

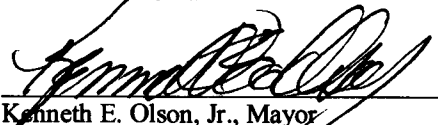
Grantee, except in the event of an emergency, shall provide fourteen (14) days advance notice to Grantor of Grantee's plan to access the right of way and easement to exercise its rights under the agreement. Grantor, except in the event of an emergency, shall provide fourteen (14) days advance notice to Grantee of maintenance activities of its facilities or new construction within Grantee's right of way and easement. Notifications to Grantor shall be made by telephone to the Chief Administrative Office at (406) 628-4796. Notifications to Grantee shall be made by telephone to the Grantee's Pipeline Operations Controller at (888) 337-5003. Grantee agrees not to engage in unauthorized recreation or remove any trees, plants, or foliage on Grantor's property outside of the right of way and easement without first consulting with the Grantor. Any trees, plants, or foliage removed outside the ROW will be replaced upon consultation with the Grantor.

It is understood and agreed that Grantee shall be entitled to exercise any of the rights granted hereunder at any time and from time to time for so long as this right of way and easement remains in force and effect, and the non-exercise of any such rights shall not be deemed to constitute a waiver of any such rights.

IN WITNESS WHEREOF, we have hereunto set our hand this 16th day of August, 2011.

GRANTOR

CITY OF LAUREL

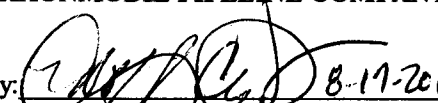

Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

GRANTEE

EXXONMOBIL PIPELINE COMPANY

By:  8-17-2011

Name: GEORGEY A CRAFT

Title: VICE PRESIDENT

Address: 800 Bell Street
Houston, Texas 77002



Yellowstone County

EASE

125.00

3596013

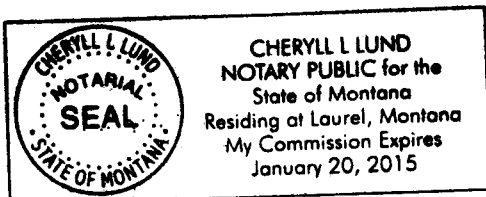
Page: 4 of 15
08/22/2011 11:17A

STATE OF MONTANA)

County of Yellowstone)

On this 16th day of August in the year 2011 before me, Cheryll L. Lund Notary Public for the State of Montana, personally appeared Kenneth E. Olson, Jr., Mayor of the City of Laurel, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same.

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



Cheryll L. Lund
Notary Public for the State of Montana
Cheryll L. Lund
Residing at Laurel, Montana
My commission expires January 20, 2015

STATE OF MONTANA)

County of Yellowstone)

On this 17th day of August in the year 2011 before me, Pamela R. Malek, Notary Public for the State of Montana, personally appeared Geoff Craft, Vice-President of ExxonMobil Pipeline Company, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same.

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



Pamela R. Malek
Notary Public for the State of Montana

Residing at Billings, Montana
My commission expires October 21, 2011

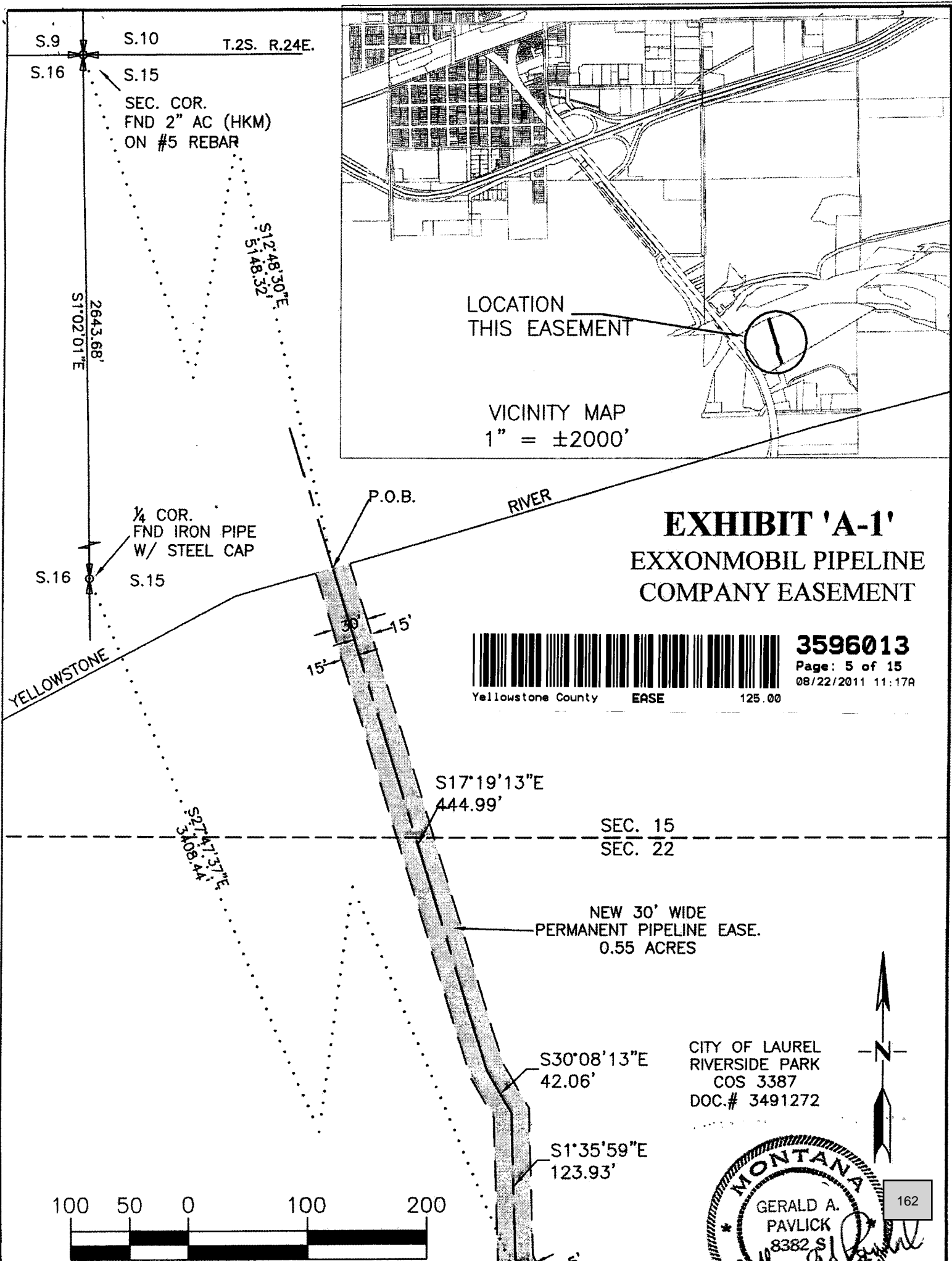




EXHIBIT 'B-1'

DESCRIPTION:

A permanent 30 foot wide pipeline easement located in Certificate of Survey No.3387 as recorded in the Clerk and Records office of Yellowstone County as Document No. 3491272, in the SW¼ of Section 15 and the NW¼ of Section 22, T.2S., R.24E., P.M.M., Yellowstone County, Montana, being 15 feet on each side of the following described centerline where said easement runs across, adjoins or touches the aforementioned tract, being more particularly described as follows:

Commencing at the Northwest corner of said Section 15 thence S12°48'30"E, a distance of 5148.32 feet to the right bank of the Yellowstone River, being the Point of Beginning; thence S17°19'13"E, a distance of 444.99 feet; thence S30°08'13"E, a distance of 42.06 feet; thence S01°35'59"E a distance of 123.93 feet; thence S23°51'16"E, a distance of 142.71 feet; thence S13°47'22"E, a distance of 51.16 feet to the Point of Termination on the South line of said Certificate of Survey No. 3387, being S27°47'37"E, a distance of 3408.44 feet from the ¼ corner common to Section 15 and 16, containing 0.55 acres more or less, and subject to easements either of record or apparent on the ground, and all according to, Exhibit A-1 (Figure 1) attached hereto.

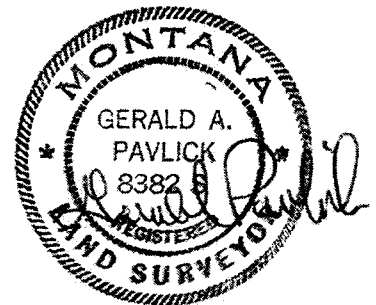
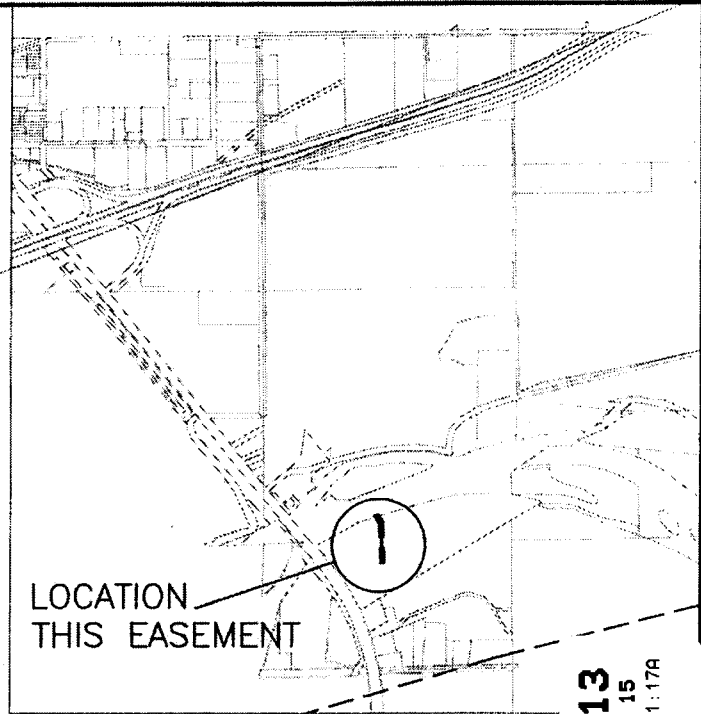


EXHIBIT 'A-2'

EXXONMOBIL PIPELINE

COMPANY EASMENT



LOCATION
THIS EASEMENT

VICINITY MAP
1" = ±2000'

3596013

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08/22/2011 11:17A



125.00
EASE
Yellowstone County

SEC. COR.
FND. 2" AC (HKM)
ON #5 REBAR

P.O.B.

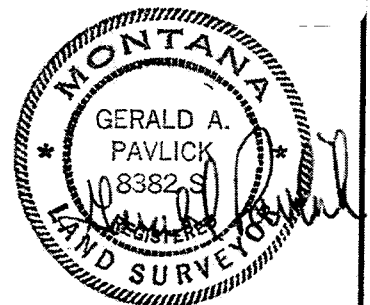
RIVER

YELLOWSTONE

¼ COR.
FND. IRON PIPE
W/ STEEL CAP

30' WIDE
IDLE PIPELINE EASEMENT
0.35 ACRES

SEC. 15
SEC. 22



CITY OF LAUREL
RIVERSIDE PARK
C.O.S. 3387
DOCUMENT # 3491272

P.O.T.

BASIS OF BEARINGS
MONTANA COORDINATE SYS
(NAD83)
DISTANCES AS SHOWN ARE
DISTANCES. TO CONVERT TO
GROUND DISTANCES DIVIDE BY CAF =

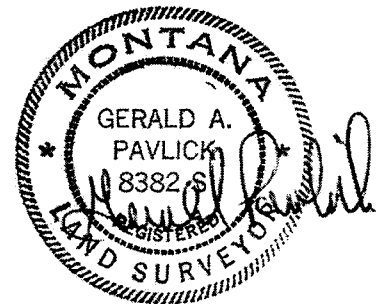


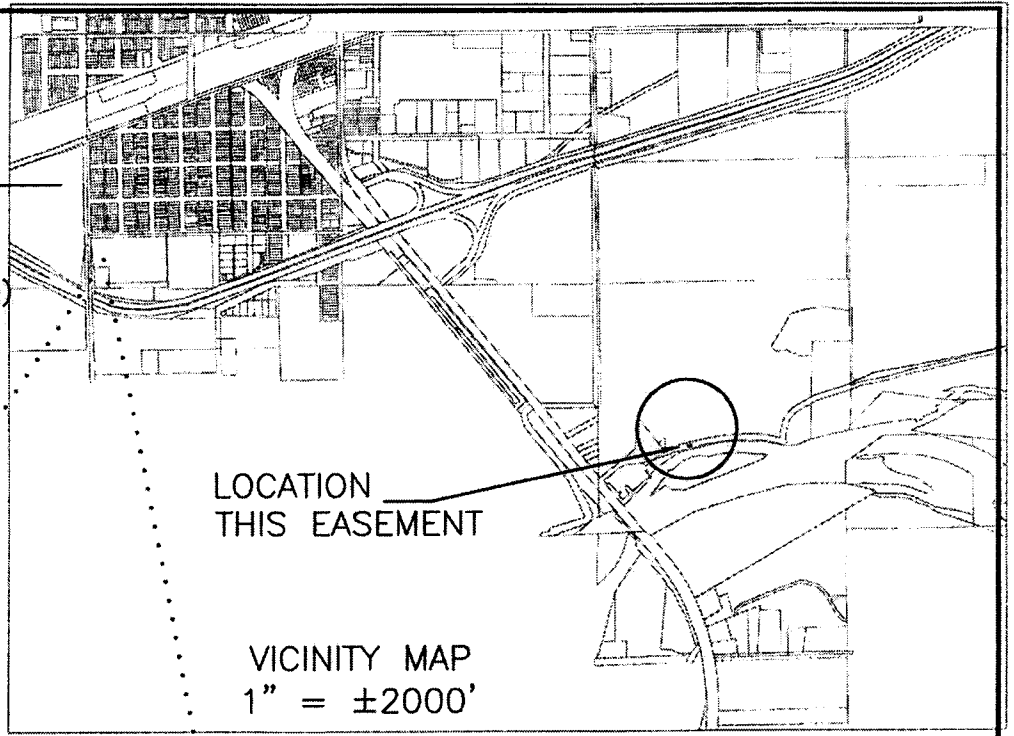
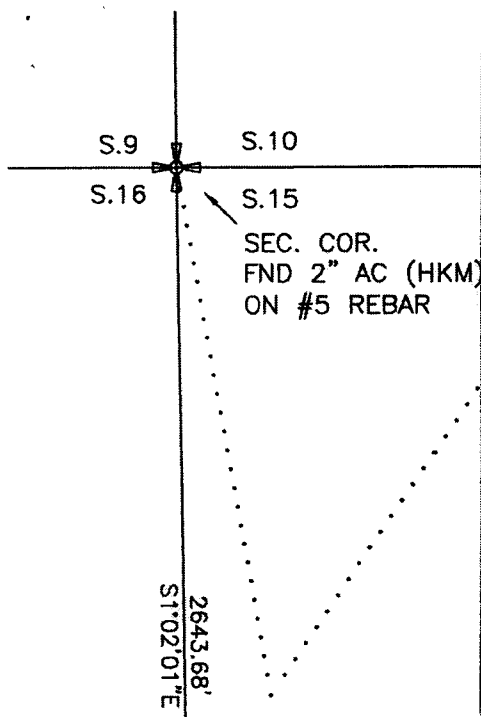
EXHIBIT 'B-2'

DESCRIPTION:

A permanent 30 foot wide pipeline easement located in Certificate of Survey No.3387 as recorded in the Clerk and Records office of Yellowstone County as Document No. 3491272, in the SW $\frac{1}{4}$ of Section 15 and the NW $\frac{1}{4}$ of Section 22, T.2S., R.24E., P.M.M., Yellowstone County, Montana, being 15 feet on each side of the following described centerline where said easement runs across, adjoins or touches the aforementioned tract, being more particularly described as follows:

Commencing at the Northwest corner of said Section 15 thence S13°49'24"E, a distance of 5143.53 feet to the right bank of the Yellowstone River, being the Point of Beginning; thence S33°44'05"E, a distance of 85.93 feet; thence S02°31'09"E, a distance of 415.78 feet to the Point of Termination, being S23°43'16"E, a distance of 3100.08 feet from the $\frac{1}{4}$ corner common to Sections 15 and 16, containing 0.35 acres more or less, and subject to easements either of record or apparent on the ground, and all according to, Exhibit A-2 (Figure 1) attached hereto.





LOCATION
THIS EASEMENT

VICINITY MAP
1" = ±2000'

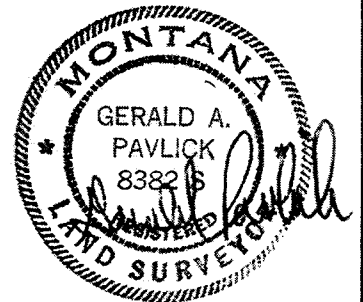
EXHIBIT 'A-3' **EXXONMOBIL PIPELINE** **COMPANY EASEMENT**



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Yellowstone County EASE 125.00

CHS INC.
NW¼SW¼ &
GOV. LOTS 3 & 4
SEC. 15
T.2S., R.24.E.



¼ COR.
FND IRON PIPE
W/ STEEL CAP
S.16 S.15

S10°40'02"E
4330.14'

S27°09'05"E
1966.47'

CITY OF LAUREL
WATER TREATMENT
FACILITY

NEW 30' WIDE
PERMANENT PIPELINE EASE.
0.02 ACRES (900 SQ.FT.)

N69°24'41"E
96.84'
30'
15'

15'
152.68'
S17°19'13"E
30'

P.O.B.

SEWER PLANT ROAD

CITY OF LAUREL
PG 327-329

P.O.T.

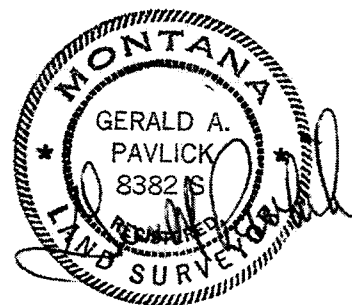


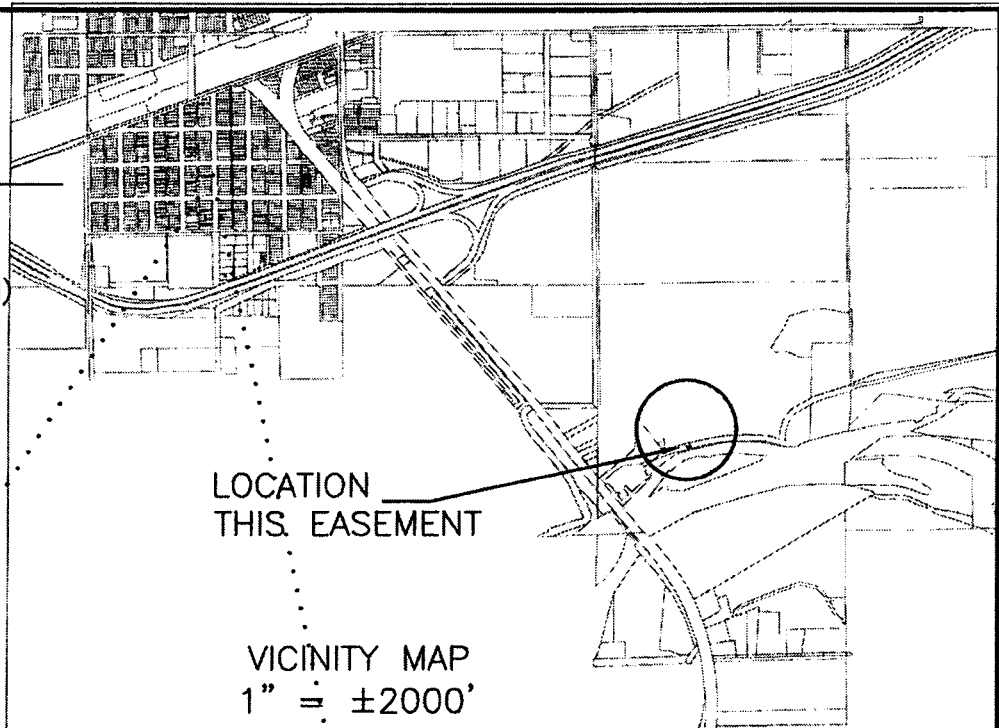
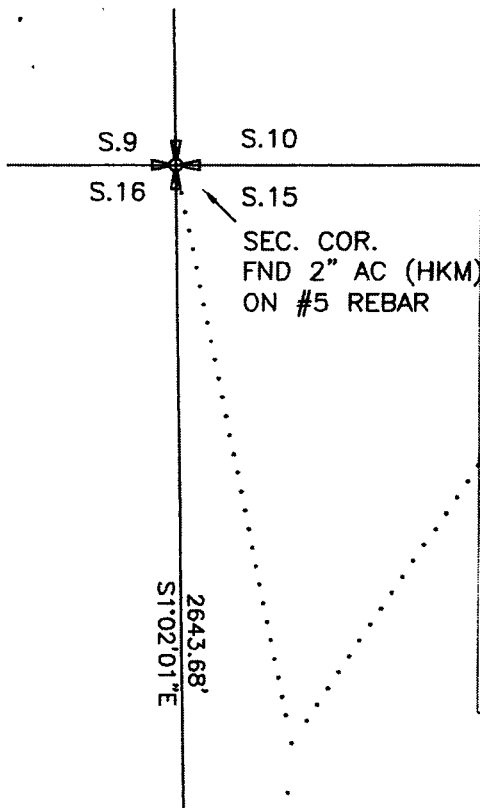
EXHIBIT 'B-3'

DESCRIPTION:

A permanent 30 foot wide pipeline easement located in Sewer Plant Road as recorded in the Clerk and Records office of Yellowstone County in Book 170, Pages 327-329, in the SW¼ of Section 15, T.2S., R.24E., P.M.M., Yellowstone County, Montana, being 15 feet on each side of the following described centerline where said easement runs across, adjoins or touches the aforementioned tract, being more particularly described as follows:

Commencing at the Northwest corner of said Section 15 thence S10°40'02"E, a distance of 4330.14 feet; thence N69°24'41"E, a distance of 96.84 feet; thence S17°19'13"E, a distance of 152.68 feet to the North line of said road tract being the Point of Beginning; thence S17°19'13"E a distance of 30 feet to the South line of said road tract, being the Point of Termination; being S27°09'05"E, a distance of 1969.47 feet from the ¼ corner common to Section 15 and 16, containing 900 square feet more or less, and subject to easements either of record or apparent on the ground, and all according to, Exhibit A-3 (Figure 1) attached hereto.



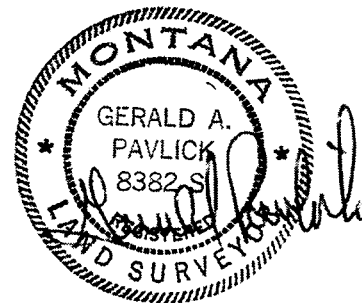


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EXHIBIT 'A-4' **EXXONMOBIL PIPELINE** **COMPANY EASEMENT**

1/4 COR.
 FND IRON PIPE
 W/ STEEL CAP
 S.16 S.15

S11°42'07"E
 4468.11'



CHS INC.
 NW1/4SW1/4 &
 GOV. LOTS 3 & 4
 SEC. 15
 T.2S., R.24.E.

S29°21'21"E
 1963.6'

CITY OF LAUREL
 WATER TREATMENT
 FACILITY

30' WIDE
 IDLE PIPELINE EASEMENT
 0.02 ACRES (917 SQ.FT.)

P.O.B.

S25°53'19"E
 30.6

SEWER PLANT ROAD

CITY OF LAUREL
 PG 327-329

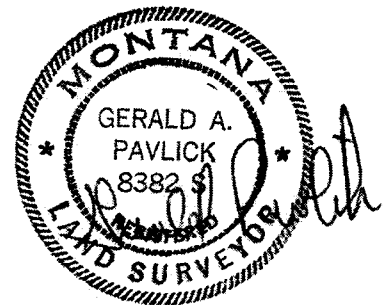


EXHIBIT 'B-4'

DESCRIPTION:

A permanent 30 foot wide pipeline easement located in Sewer Plant Road as recorded in the Clerk and Records office of Yellowstone County in Book 170, Pages 327-329, in the SW¼ of Section 15, T.2S., R.24E., P.M.M., Yellowstone County, Montana, being 15 feet on each side of the following described centerline where said easement runs across, adjoins or touches the aforementioned tract, being more particularly described as follows:

Commencing at the Northwest corner of said Section 15 thence S11°42'07"E, a distance of 4468.11 feet; to the North line of said road tract being the Point of Beginning; thence S25°53'19"E a distance of 30.6 feet to the South line of said road tract, being the Point of Termination; also being S26°21'21"E, a distance of 1963.64 feet from the ¼ corner common to Section 15 and 16, containing 917 square feet more or less, and subject to easements either of record or apparent on the ground, and all according to, Exhibit A-4 (Figure 1) attached hereto.



S.16

S.15

¼ COR.
FND IRON PIPE
W/ STEEL CAP

LOCATION
THIS EASEMENT

VICINITY MAP
1" = ±2000'

3596013

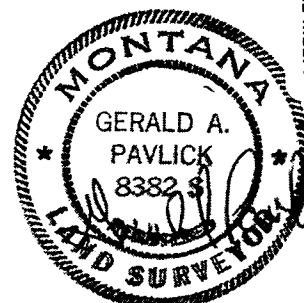
Page: 13 of 15
08/22/2011 11:17A

EXHIBIT 'A-5'
EXXONMOBIL PIPELINE
COMPANY EASEMENT

NOTE: RECORD BEARINGS AND DISTANCES
FROM BOOK 1358, PAGE 1944 WERE
ROTATED AND TRANSLATED TO THE
MONTANA COORDINATE SYSTEM (NAD83)

S18°51'00"E
1609.33'

CHS INC.
NW¼SW¼ &
GOV. LOTS 3 & 4
SEC. 15
T.2S., R.24.E.



N63°16'00"W
69.67'

P.O.T.

P.O.B.

CANYON CREEK
DITCH CO.
PARCEL #5
BOOK 403, PAGE 165

CITY OF LAUREL
PARCEL #8
BOOK 201, PAGE 316



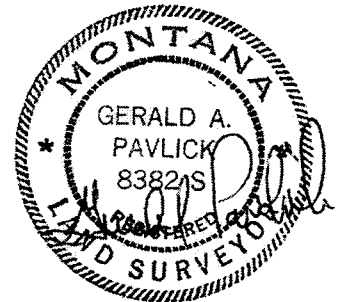


EXHIBIT 'B-5'

DESCRIPTION:

A permanent 30 foot wide pipeline easement located in Parcel No.8 as recorded in the Clerk and Records office of Yellowstone County in Book 201, Pages 316, in the SW $\frac{1}{4}$ of Section 15, T.2S., R.24E., P.M.M., Yellowstone County, Montana, being 15 feet on each side of the following described centerline where said easement runs across, adjoins or touches the aforementioned tract, being more particularly described as follows:

Commencing at the $\frac{1}{4}$ corner common to Sections 15 and 16, thence S18°51'00"E, a distance of 1609.30 feet to the Point of Beginning; thence N63°16'00"W a distance of 69.67 feet to the Point of Termination on the Westerly line of said Parcel No.8, and subject to easements either of record or apparent on the ground, and all according to, Exhibit A-5 (Figure 1) attached hereto.



RESOLUTION NO. R11-69

**A RESOLUTION APPROVING A RIGHT OF WAY GRANT BETWEEN
THE CITY OF LAUREL AND EXXONMOBIL PIPELINE COMPANY.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The right of way grant between the City of Laurel and ExxonMobil Pipeline Company, a copy attached hereto with exhibits, is hereby approved.

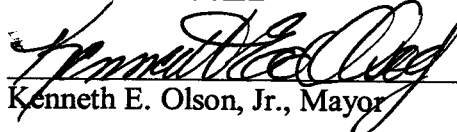
Section 2: Execution. The Mayor of the City of Laurel is hereby given authority to execute said right of way grant on behalf of the City.

Introduced at a regular meeting of the City Council on August 16, 2011, by Council Member Dickerson.


PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 16th day of August, 2011.

APPROVED by the Mayor this 16th day of August, 2011.

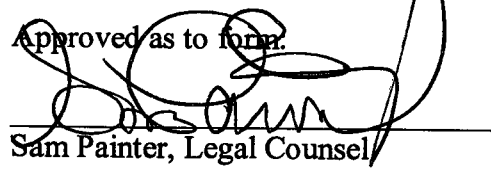
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form.


Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.

File Attachments for Item:

5. NorthWestern Energy Zone Change Discussion

CITY HALL
115 W. 1ST ST.
PLANNING: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the City Planner

October 18, 2021

Regarding the Northwestern Energy Zone Change Application

Mayor and City Council,

The Planning Department has reviewed the recently made recommendation of annexation of the Northwestern Energy property adjacent to the Yellowstone River with other city staff. After further review, the Department recommends that City Council un-table the resolution for zoning for the Northwestern Energy parcels and pass the resolution at the City Council meeting scheduled for October 26, 2021.

It is in the best interests of the city to move the zone change forward in order to facilitate the development of a vital piece of infrastructure for the region. Please let me know if you have any questions or comments about this letter or the item to be discussed. Thank you for your consideration.

Regards,

Nicholas Altonaga, CFM

Planning Director

File Attachments for Item:

6. Annexation of City-Owned Property Contiguous With Municipal City Limits Discussion

City Owned Property Draft

Planning Director

10/13/2021

Address: 1152 YARD OFFICE RD

Legal description: S10, T02 S, R24 E, C.O.S. 1048, PARCEL 1

Taxid: D02645

Geocode: 03082110116010000

Property owner: CITY OF LAUREL

Certificate of Survey: CS 1048

Tract: 1

Address: 1501 SEWER PLANT RD

Legal description: S15, T02 S, R24 E, ACRES 9.5, PORTION IN E2E2SW ADJ TO & S OF COS 1998
(SEWAGE *

Taxid: D02720

Geocode: 03082115307200000

Property owner: CITY OF LAUREL

Subdivision: UNPLATTED

Address: US HIGHWAY 212 S

Legal description: S15, T02 S, R24 E, WATER PLANT IN SWSW4

Taxid: D02722

Geocode: 03082115307010000

Property owner: CITY OF LAUREL

Subdivision: UNPLATTED

Address: W RAILROAD ST

Legal description: S17, T02 S, R24 E, C.O.S. 3014, PARCEL 1, 26.788 AC (2000) RESOLUTION
ANNEX TO CITY 03-12 (04)

Taxid: D02829

Geocode: 03082117104010000

Property owner: CITY OF LAUREL

Certificate of Survey: CS 3014

Tract: 1

Address: US HIGHWAY 10 W

Legal description: S17, T02 S, R24 E, C.O.S. 1055, PARCEL 1, LESS 1.71 AC FOR HWY (17)

Taxid: D02804

Geocode: 03082117207200000

Property owner: CITY OF LAUREL

Certificate of Survey: CS 1055

Tract: 1

Legal description: S04, T02 S, R24 E, IN N2SW4 LAUREL RESERVOIR

Address: W BEARTOOTH DR

Taxid: D02545

Geocode: 03082104324200000

Property owner: CITY OF LAUREL

Subdivision: UNPLATTED

Address: W BEARTOOTH DR

Legal description: S04, T02 S, R24 E, C.O.S. 496, PARCEL 1, AMND

Taxid: D02541

Geocode: 03082104324210000

Property owner: CITY OF LAUREL

Certificate of Survey: CS 496 1ST AM

Tract: 1

Address: Park W 12TH ST

Legal description: LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, Lot 4 - 6, AMND (13)

Taxid: B01523

Geocode: 03082109238010000

Property owner: CITY OF LAUREL

Subdivision: LAURMAC SUB AM

Block: 14

Lot: 4

Address: LAUREL AIRPORT RD

Legal description: S04, T02 S, R24 E, C.O.S. 3162, PARCEL A, TRS A-B, C1, D-E COS 3162 (11)

Taxid: D02525

Geocode: 03082104101010000

Property owner: CITY OF LAUREL

Certificate of Survey: CS 3162

Tract: A

Address: MILWAUKEE RD

Legal description: VILLAGE SUBD, S11, T02 S, R24 E, BLOCK 6, Lot 1

Taxid: B03234

Geocode: 03082111202010000

Property owner: CITY OF LAUREL

Subdivision: VILLAGE SUB 1ST FIL

Block: 6

Lot: 1

Address: SE 4TH ST

Legal description: HAGEMAN SUBD 3RD FILING, S16, T02 S, R24 E, BLOCK 11A, Lot ROW, AMD (12)

Taxid: B00464C

Geocode: 03082116106120000

Property owner: CITY OF LAUREL

Subdivision: HAGEMAN SUB 3RD FIL

Block: 11A

Lot: ROW

Address: W 7TH ST

Legal description: S08, T02 S, R24 E, C.O.S. 3397, PARCEL 2, **MULTI-DISTRICT** TR 2 COS 3397 SD 7 - .619 AC SD 07L - 1.282 AC

Taxid: D02583B

Geocode: 03-0821-08-1-05-21-6000

Property owner: CITY OF LAUREL

Certificate of Survey: COS 3397

Block:

Lot:

File Attachments for Item:

8. W. Railroad Update

Kurt Markegard

From: Osterloh, Parker <josterloh@mt.gov>
Sent: Tuesday, September 7, 2021 1:48 PM
To: Kurt Markegard
Cc: Potts, Katie; Strizich, Carol; Nelson, Rod; Taylor, Michael; Schnieber, Kurtis; Bethany Langve; Matt Smith; City Mayor
Subject: RE: City of Laurel Urban Priority Project

Good morning Kurt,

After speaking with the district engineers it is my understanding that project cost estimates should not have significantly increased due to material costs and that the original cost estimates, which include an inflation factor of 3% per year, to the anticipated year of construction, and 20% contingency, are likely still accurate enough that a full reexamination of the cost estimate is not warranted.

However, I have been cautioned by the district engineer that, similar to 2019, when the cost estimates were originally being developed, there is still a significant amount of risk and unknowns with the project because there is not enough field data to make a more informed cost estimate. It is possible that after nomination and project development begins in earnest there may be unforeseen factors that elevate project costs as much as 25%. Unfortunately, with the limited information available to develop preliminary cost estimates it is difficult to know if this is the case, that is the reason for such a disparity between the high cost estimate and the low cost estimate, and why we include a contingency in all project estimates. It is still entirely possible that the low end cost estimate is more accurate, but there is no way to tell until further on in the process.

One solution to this risk would be to increase the contingency percentage for the project, which would then decrease through project development as and more is known about the site conditions.

I have included the original cost estimates updated to display projected costs with inflation. If you would like I can increase the contingency percentage, to 25 or 30 percent, for you to look at as well.

Estimated Project Costs					
Project Segment	Estimate	FY2021	FY2022	FY2023	FY2024
West Railroad Street - 8th Ave - 1st Ave [High End Estimate]	\$ 6,189,800	\$ 6,566,759	\$ 6,763,762	\$ 6,966,675	\$ 7,171,688
Urban Funding Balance		\$ 4,108,240	\$ 4,325,642	\$ 4,543,044	\$ 4,760,446
Shortfall		\$ (2,458,519)	\$ (2,438,120)	\$ (2,423,631)	\$ (2,411,242)
West Railroad Street - 8th Ave - 1st Ave [Low End Estimate]	\$ 4,370,800	\$ 4,636,982	\$ 4,776,091	\$ 4,919,374	\$ 5,066,656
Urban Funding Balance		\$ 4,108,240	\$ 4,325,642	\$ 4,543,044	\$ 4,760,446
Shortfall		\$ (528,742)	\$ (450,449)	\$ (376,330)	\$ (305,990)
Inflation 3% per year after 2019					
Includes IDC					
Annual Urban Allocation \$217,402					
OT/PE	\$ 500,000.00		PE	\$ 350,000.00	
RW	\$ 500,000.00		RW	\$ 300,000.00	
IC	\$ 385,000.00		IC	\$ 500,000.00	
CN	\$ 3,640,000.00		CN	\$ 2,440,000.00	
CE	\$ 364,000.00		CE	\$ 244,000.00	
Total	\$ 5,389,000.00		Total	\$ 3,834,000.00	
20% Contingency*	\$ 800,800.00		20% Contingency*	\$ 536,800.00	
	\$ 6,189,800.00			\$ 4,370,800.00	
*Contingency applied to CN/CE estimates					

If you feel like a meeting would be beneficial to discuss this in more detail let me know and I'd be happy to set something up. Feel free to reach out if you have any questions as well.

Thanks,
Parker

From: Kurt Markegard <kmarkegard@laurel.mt.gov>
Sent: Friday, July 30, 2021 12:08 PM
To: Osterloh, Parker <josterloh@mt.gov>
Cc: Potts, Katie <kpotts@mt.gov>; Strizich, Carol <cstrizich@mt.gov>; Nelson, Rod <rodney@mt.gov>; Taylor, Michael <mictaylor@mt.gov>; Schnieber, Kurtis <kschnieber@mt.gov>; Bethany Langve <cityclerk@laurel.mt.gov>; Matt Smith <matt.smith@kljeng.com>; City Mayor <citymayor@laurel.mt.gov>
Subject: [EXTERNAL] RE: City of Laurel Urban Priority Project

Parker,

Yes.

Kurt

From: Osterloh, Parker <josterloh@mt.gov>
Sent: Friday, July 30, 2021 12:06 PM
To: Kurt Markegard <kmarkegard@laurel.mt.gov>
Cc: Potts, Katie <kpotts@mt.gov>; Strizich, Carol <cstrizich@mt.gov>; Nelson, Rod <rodney@mt.gov>; Taylor, Michael <mictaylor@mt.gov>; Schnieber, Kurtis <kschnieber@mt.gov>
Subject: RE: City of Laurel Urban Priority Project

Kurt,

Thanks for reaching out, I just want to confirm that you want the cost estimate based on the same scope as before (full reconstruct with sidewalk, curb and gutter?

Thank you,
Parker

From: Kurt Markegard <kmarkegard@laurel.mt.gov>
Sent: Friday, July 30, 2021 10:42 AM
To: Osterloh, Parker <josterloh@mt.gov>
Cc: Potts, Katie <kpotts@mt.gov>; Strizich, Carol <cstrizich@mt.gov>; Nelson, Rod <rodney@mt.gov>; Taylor, Michael <mictaylor@mt.gov>; Schnieber, Kurtis <kschnieber@mt.gov>
Subject: [EXTERNAL] RE: City of Laurel Urban Priority Project

Parker,

The City of Laurel is discussing moving the West Railroad project forward again. I have been asked by the mayor if we can get an updated cost estimate seeing pricing for materials is way up. I would expect the costs might be around 25% increase? Let me know if this is something the DOT could provide Laurel as we are looking at trying to find the gap funding.

Thanks,

Kurt Markegard
Public Works Director
Laurel MT