

# MEMORANDUM

#2015-034



To: Mayor John Muhlfeld  
City Councilors

From: Chuck Stearns, City Manager *Chuck*

Re: Staff Report – First review of a Water System and Access Easement from the F.H. Stoltze Land and Lumber Company for perpetual access and easements for water lines, water intakes, and related appurtenances

Date: October 13, 2015

## Introduction/History

Since the early 1900's, the City has had an insufficient and inaccurate waterline easement and no road access easement from the F.H. Stoltze Land and Lumber Company (Stoltze) for accessing and maintaining the water system intakes, headgates, and waterline in Haskill Basin. Stoltze has always provided the City access to our water system in Haskill Basin as part of their neighborly accommodation policy, much in the same way that they provide access to Haskill Basin to the public via their roads.

City staff resumed negotiations with Stoltze about five years ago to discuss the language and terms of a permanent water system and road access easement. As other public works project emerged and took priority, City staff continued to make progress on this easement, albeit in a stop and start process. The water system and road access easement issue took on a higher priority in 2014 and 2015 when it was mentioned as one aspect and benefit of pursuing a Conservation Easement with Stoltze for the 3,020 acres of Stoltze land in Haskill Basin.

## Current Report

City staff, with occasional participation by Mayor Muhlfeld, have completed negotiations and language for the Water System and Road Access Easement document with Stoltze. A copy of the proposed easement is attached to this report in the packet. This easement has the review and agreement of Stoltze, their attorney, Utilities Supervisor Greg Acton, City Attorney Angela Jacobs, and me.

Once approved in a future City Council meeting, the easement will not be signed and recorded until the Conservation Easement and Multi-Resource Management Plan (MRMP) are completed

and recorded. We will record this Water System and Road Access Easement prior to the recording of the Conservation Easement and MRMP.

two parcels totalling 2.568 acres

One important aspect of this Water System and Road Access Easement is that, in exchange for receiving this easement, the City will transfer ownership of our two, one acre parcels of land in Haskill Basin which are near, but not on the water intakes of Second and Third Creeks. Getting the actual physical location of the water intakes onto land owned or in an easement was also another goal of the easement negotiations. In exchange for our two, one acre parcels of land (see attachments to this memo), the City will gain the following:

- a perpetual easement on three, one acre parcels of lands on the actual physical location of the headgates and screens for the intakes at First, Second, and Third (three acres of land – see Exhibit B in the easement);
- a perpetual easement on a 40 foot swath of land along our entire system of waterlines in the Stoltze lands in Haskill Basin which equals 7.69 acres of land (see Exhibit A of the Water System and Road Access Easement);
- a perpetual easement on a 30 foot swath of land along the entire roads which Stoltze owns in the 3,020 acres of Haskill Basin land and that is subject to the future Conservation Easement and which equals 30.99 acres of land (see Exhibit A of the Water System and Road Access Easement);

Thus, for giving up fee simple title to two acres of land in Haskill Basin, we are obtaining perpetual easements on 41.68 acres of land in Haskill Basin. Moreover, we do not want ownership of two, “orphan” parcels of land within the 3,020 acres of the Conservation and transferring the title of our two acres of land to Stoltze consolidates all of the ownership of land within the 3,020 acres of land. Therefore, all lands in the 3,020 acres of land will have the same restrictions contained within the future Conservation Easement and MRMP.

### Financial Requirement

There are no financial requirements of this transaction as the consideration of value for our two acres of land is offset by the 41.68 acres of land which will obtain an easement for in the Water System and Road Access Easement.

### Recommendation

There is no action required at this time. We will schedule approval of the easement at a future meeting.

Recording Requested By  
F.H. Stoltze Land & Lumber Co.  
And  
City of Whitefish  
When Recorded Mail To:  
F.H. Stoltze Land & Lumber Co.  
PO Box 1429  
Columbia Falls, MT 59912

## MUNICIPAL WATER SYSTEM EASEMENT AND ROAD ACCESS EASEMENT

THIS EASEMENT, dated this \_\_\_\_ day of \_\_\_\_\_, 2015, from F.H. STOLTZE LAND & LUMBER COMPANY, a Montana corporation, whose address is P.O. Box 1429, Columbia Falls, Montana 59912, hereinafter called "Grantor" or "Stoltze," to City of Whitefish, whose address is 418 E. 2nd Street, PO Box 158, Whitefish, MT 59937, hereinafter called "Grantee."

WITNESSETH:

I.

Grantor, for and in consideration of \$1.00, and other valuable consideration received by Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and its respective successors and assigns, subject to existing easements and valid rights, a perpetual, non-exclusive easement and right-of-way for a municipal "Water System" and "Maintenance" thereof (see defined terms in Section II) forty (40) feet in width, twenty (20) feet either side of the centerline of the existing water line. In addition to the linear water line easement, this easement includes three approximately one (1) acre tracts, bounds described below, at each of the water intakes at First, Second and Third Creek to allow for "Water System" and "Maintenance". The easement is along and across lands located in Flathead County, Montana and described as follows:

A Water System and Maintenance easement, in Sections 7, 8, 9, 16, 17, 18, 19, 20, & 22, Township 31 North, Range 21 West and Section 12, Township 31 North, Range 22 West, P.M.M., Flathead County Montana, more particularly described as follows:

A 40 foot wide strip of land, 20 feet on either side of the center of the waterline in place, beginning at the 3rd creek intake; thence through the 2nd creek intake and the 1st creek screen, terminating at the boundary of the Grantors Real Property, with a length of 9,530 feet, more or less, containing 7.69 acres, more or less, as shown on Exhibit "A".

*Tract 1 – First Creek "Water System": Refer to Exhibit B, Sheet B1-*

Legal Description - Tract 1 Easement - F.H. Stoltze Land & Lumber Company

A portion of the Northeast Quarter of the Southeast Quarter, Section 12, Township 31 North, Range 22 West, P.M.M., being more particularly described as follows:

Commencing at the northeast corner of the Northeast Quarter of the Southeast Quarter, Section 12, Township 31 North, Range 22 West, P.M.M.; thence South 63°20'32" West 739.00 feet to the True Point of Beginning; thence South 76°31'01" West 155.00 feet; thence North 13°28'59" West 281.03 feet; thence North 76°31'01" East 155.00 feet; thence South 13°28'59" East 281.03 feet to the point of beginning, containing 1.000 acre of land, more or less.

*Tract 2 - Second Creek "Water System": Refer to Exhibit B, Sheet B2*

Legal Description - Tract 2 Easement - F.H. Stoltze Land & Lumber Company

A portion of the Southeast Quarter of the Northeast Quarter, Section 12, Township 31 North, Range 22 West and Government Lot 2, Section 7, Township 31 North, Range 21 West, P.M.M., being more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Northeast Quarter, Section 12, Township 31 North, Range 22 West, P.M.M.; thence North 05°47'55" West 733.06 feet to the True Point of Beginning; thence North 11°21'30" East 264.00 feet; thence South 78°38'30" East 165.00 feet; thence South 11°21'30" West 264.00 feet; thence North 78°38'30" West 165.00 feet to the point of beginning, containing 1.000 acre of land, more or less.

*Tract 3 – Third Creek "Water System": (-Refer to Exhibit B, Sheet B3*

Legal Description - Tract 3 Easement - F.H. Stoltze Land & Lumber Company

A portion of the Northeast Quarter of the Northeast Quarter, Section 8, Township 31 North, Range 21 West, P.M.M., being more particularly described as follows:

Commencing at the southeast corner of the Northeast Quarter, Section 8, Township 31 North, Range 21 West, P.M.M.; thence North 31°54'09" West 1599.66 feet to the True Point of Beginning; thence North 76°58'11" West 165.00 feet; thence North 13°01'49" East 264.00 feet; thence South 76°58'11" East 165.00 feet; thence South 13°01'49" West 264.00 feet to the point of beginning, containing 1.000 acre of land, more or less.

The "Water System" described herein is located approximately as shown as the solid lines on **Exhibit "A"** attached hereto and incorporated herein by this reference (the Easement").

Additionally, Grantor, does hereby grant to Grantee and its respective successors and assigns, subject to existing easements and valid rights, a perpetual, non-exclusive easement and right-of-way for construction, reconstruction, use and maintenance of an existing road thirty (30) feet in width, fifteen(15) feet either side of the centerline of the existing road, along and across lands located in Flathead County, Montana and described as follows:

Access: Existing roads as depicted on Exhibit A and as described as:

An access and utility easement, in Sections 7, 8, 9, 16, 17, 18, 19, 20, & 22, Township 31 North, Range 21 West and Section 12, Township 31 North, Range 22 West, P.M.M., Flathead County Montana, more particularly described as follows:

A 30 foot wide strip of land, 15 feet on either side of the center of the road system in place, beginning on Haskill Basin Road and Northwoods Drive, and terminating at Private, United States Forest Service and State of Montana lands, with a length of about 45,000 feet, more or less, containing 30.99 acres, more or less, as shown on Exhibit "A".

The roads described herein is located approximately as shown as lines on **Exhibit "A"** attached hereto and incorporated herein by this reference (the Easement").

The above grant and conveyance is subject to all matters of public record as of the date of this Easement.

## II.

The parties hereto agree that the rights hereinabove granted shall be subject to the following terms and conditions:

### 1. Definitions.

a. For the purposes of this Easement, the words and terms "center line," "portion," "right of way," "road", "roadway", "water line," "water line facility," "water line segment," and "water line structure," shall refer to the plural as well as the singular.

b. Maintenance – maintenance shall be construed to mean inspection, repair, construction, reconstruction, replacement, use and maintenance of the Water System.

c. Water System – is defined as the infrastructure, associated structures, pipelines, gates, head gates, gate valves, water rights, the City's water in 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Creeks, and other appurtenances located within this easement for the supply and delivery of water from Haskill Basin for the provision of municipal water services to the citizens of Whitefish.

2. Purpose. The municipal Water System easement and right-of-way granted herein is for ingress, egress, and utilities, and locating, occupying, and Maintenance for a water System for municipal water service purposes to supply water from Haskill Basin for use by the City of Whitefish in their provision of public municipal water services.

The road access easement and right-of-way granted herein is for ingress, egress, and Maintenance of the Water System and associated structures for municipal water service purposes to supply water from Haskill Basin for use by the City of Whitefish in their provision of public municipal water services.

3. Utilities and Water Lines. All utilities and water lines within said easement and right-of-way shall be buried so that it will at all points be at a minimum of three (3) feet below the surface of the ground, and shall be installed and maintained in a manner reasonably satisfactory to Grantor. The location of such utility line and waterline shall be clearly marked, including above ground markers and traceable tape or other traceable underground marking, and the markings shall be maintained to the reasonable satisfaction of the Grantor. Grantor shall have no liability or obligation of any kind to the Grantee or other parties for losses or damages due to the interruption of operation or use of said Water System by reason of the exercise by Grantor of its rights reserved herein, if the Grantee fails to meet the requirements of this paragraph.

4. Improvements. The parties acknowledge that Grantor has no obligation to construct any improvements of any type or kind to its lands or the Easement area or assist Grantee in the exercise of any rights granted hereunder, all such improvements desired by Grantee to be done by the Grantee at its sole cost and expense.

5. Relocation. Upon prior notice to Grantee, Grantor reserves unto itself, its successors and assigns, the right at its expense to relocate the easement and right-of-way granted herein subject to the condition that, except for distance and curvature, such relocated Water System or road provides the same type and quality of service as existed prior to such relocation and does not change the point of interconnection on the boundaries of the parties respective properties.

6. Relocation By Grantee. If the Grantee loses road or easement access from other private property owners for the roads shown in Exhibit A, Grantor and Grantee agree to work together to find or build an alternative or re-routed road and easement to provide the Grantee the same access that it enjoyed prior to such loss of road or easement access, with Grantee being responsible for the expenses of road relocation and reconstruction.

7. Right of Way Crossing. Grantor reserves for itself and its successors and assigns, the right to use, cross and recross, patrol and repair said right of way for any and all purposes, in any manner that will not unreasonably interfere with the rights granted to the other party hereunder.

8. Third Parties. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted hereunder.

9. Road Maintenance. Roadways shall be constructed and maintained at all times to be in compliance with State of Montana Best Management Practices for the Protection of Water Quality and the Streamside Management Zone law as may be effective at the time of use. Furthermore, Grantee agrees to acquire and comply with, at Grantee cost, all necessary permits, licenses, and authorizations that may be required for the construction, reconstruction, use and maintenance of said right of way and associated facilities and structures. Noxious weeds in said right of way shall be managed to be in compliance with State of Montana law and statute.

The cost of right of way maintenance and noxious weed control shall be allocated on the basis of respective uses of said right of way. When any party uses said right of way, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and noxious weed control occasioned by such use as hereinafter provided. During periods when said right of way, or a portion thereof, is being used solely by one party, such party shall maintain that portion of said right of way so used to the standards existing at the time use is commenced.

During periods when more than one party is using said right of way, or a portion thereof, each party's share of maintenance and noxious weed control management shall be pro rata in proportion to its use thereof. The parties hereto shall meet on an annual basis and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party as mutually agreed, who will perform or cause to be performed, at a reasonable and agreed upon rate, the maintenance and noxious weed control management of the right of way or the portion thereof being used;

(b) A method of payment by which each party using said right of way or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining, resurfacing or noxious weed control management of said right of way or portion thereof; and

For the purposes of this easement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure, road facilities, Water System, waterline structures and Water System facilities as nearly as possible in their present condition or as hereafter improved.

Notwithstanding any provision of this Section Nine, Grantor shall have no obligation for any costs or expenses of maintaining, operating, or replacing the Water System.

10. Right of Way Damage. Each party using any portion of said right of way shall repair or cause to be repaired, at its sole cost and expense, that damage to said right of ways caused by the party which is in excess of that which it would cause through normal and prudent usage of said right of ways. Should inordinate damage to said right of ways occur which is not caused by an authorized user of said right of ways, the Grantor and Grantee shall meet and agree upon the proportionate share of the cost of repair or replacement for such damage.

11. Construction and Improvement. Unless the parties hereto agree in writing to share the cost of improvements to said right of ways in advance of such improvements being made, said improvements shall be solely for the account of the improver. Each party may maintain or improve the right of ways to a higher standard at its own cost, provided that such higher standard of maintenance or improvement accommodates all existing uses at no additional cost to the party whose purposes for use do not require the higher standard.

12. Right-of-Way Timber. Grantor reserves to itself all timber now on or hereafter growing within said easement and right-of-way. Grantee shall have the right to cut timber growing within the easement and right of way herein granted to the extent necessary for constructing, reconstructing, and maintaining the right of ways. Timber so cut shall, unless otherwise agreed, shall be cut into logs of lengths specified by Grantor and decked along the right of ways for disposal by Grantor.

13. Exercise of Rights. Grantee may permit its contractors, licensees, lessees, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein provided that all conditions and requirements of this easement shall apply to all "Permittees" as well.

14. Insurance. Prior to any use right of way granted herein, Grantee, if available to Grantee, and each of its Permittees, which shall include employees, agents, contractors shall obtain and, during the term of such use, maintain a policy of liability insurance in a form and by an insurance company acceptable to Grantor and providing the coverages set forth hereinafter in this Section 14.. Grantor acknowledges that some of the following coverages may not be available to Grantee as a public entity, and agrees that Grantee shall not be in breach or default of this Easement by virtue of such non-availability. However, the following coverages shall apply to all other contractors, subcontractors and others using the easement area.

A. Commercial General Liability Insurance to include minimum limits of \$1,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extension of coverage to include, Products and Completed Operations, , Broad Form Property Damage, Cross Liability, and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X,C.U (Explosion, Collapse, or Underground).

B. Comprehensive Automobile Liability insurance covering owned, non-owned, hired and other vehicles (only in excess of existing insurance for a non-owned, hired and other vehicles), with a combined single limit of \$1,000,000 per occurrence Combined Single Limit Bodily Injury, Death and Property Damage.

C. Employer's Liability Insurance, for employee bodily injuries and death, with a minimum limit of \$500,000 each occurrence. In the event the party obtaining the insurance has no employees, then such party shall not be required to carry Employer's Liability Insurance.

D. Contractors (or Loggers) Broad Form B Property Damage Liability Insurance with a limit of \$2,000,000 per occurrence.

E. Worker's Compensation Insurance, with statutory limits as are required by the Workers' Compensation Law in the State in which work is being performed hereunder. No state exemption from workers' compensation insurance as an "owner/executive/partner" is allowed. Grantee shall obtain and maintain during the term and any extension hereof, workers' compensation insurance in an amount of not less than statutory limits for any and all of its employees. If the insuring party fails to comply with applicable workers' compensation law during the term of this agreement, then such party shall refrain from exercising its rights under this agreement until the required workers' compensation insurance is obtained. For Contractors and non-public entities, Workers Compensation and General Liability policy shall have a waiver of subrogation endorsement in favor of Grantor et al, and proof of such endorsement shall be provided to Grantor.

F. Grantor shall be named as an additional insured on all General Liability, Property Damage Liability and Comprehensive Automobile Liability policies both of Grantee and any and all contractors thereof. To the extent such coverage is available to Grantee as a public entity/municipality, the policies specified above shall include endorsements which shall name Grantor, as an additional insured for the duration of the Easement term. The additional insured endorsements must be ISO CG 20 10 07 04 and ISO CG 20 37 07 04 or other forms with like wording. Copy of such policies and all endorsements (Additionally Insured (2 forms)) shall be provided to Grantor prior to execution of any activities authorized under this easement. The endorsements shall be stapled to the Certificate of Insurance and shall be provided to Grantor.

G. The policies specified above shall include an endorsement which shall provide that Grantor, at the addresses above, will be given a 30 - day written notice prior to cancellation, coverage modification or other material change in the policy. No such cancellation, modification or change shall affect Grantee's obligation to maintain the insurance coverages required by this agreement.

H. All liability coverages must be on an "occurrence" basis as opposed to "claims made."

I. Prior to commencement of commercial operations, Grantee or its contractors or Permittees shall furnish to Grantor a certificate of insurance, dated and signed by the stated, authorized agent for the insuring company or companies, containing a representation that coverage of the types listed above is provided with the required limits and the stated endorsements.

J. In addition to the above requirement for commercial operations, all persons using said easement and right-of-way for any purpose shall obtain and maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State of Montana and customary in the area of said right-of-way.

K. Any contractor working for Grantee shall be required to maintain the insurance coverages required of Grantee set forth in this Section 14. Any such contractor shall be required to provide Grantor with a Certificate of Insurance meeting the requirements of this Section 14 prior to commencing any work on or in the Easement area.

L. The parties agree to meet as needed to review and revise the limits of insurance coverage set forth in this Section 14.

15. Indemnification.

A. Grantee shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from and against any claims, demands, or actions for damages to property or injury to persons or other damages to persons or entities arising out of or resulting from any intentionally wrongful or negligent act on the part of Grantee, its officers, employees and agents in the exercise of the rights granted herein.

B. Rights and Immunities. In consideration of the terms and conditions of this Easement, Grantor and Grantee rely upon all of the rights and immunities against liability to the full extent of applicable state law, and any other applicable provisions of law, including but not limited to Montana Code Annotated Title 2, Chapter 9.

16. Liens. Grantee shall keep Grantor's property free from liens arising out of the activities of Grantee and shall promptly discharge any such liens that are asserted.

17. Taxes. Grantee shall pay all taxes and/or assessments that may become chargeable against the easement granted herein, arising from Grantee's activities, use, and improvements, if separately assessed by statute.

18. Spill Prevention. Grantee further agrees to adhere to all state and federal laws governing the reporting and cleanup of fuel, oil, and hazardous waste spill. Additionally, the Grantee is required to report all spills to Grantor and is required to have spill kits on site and available for clean-up. Spill kits shall be of size and scope to be sufficient to handle all types and volumes of fuel, oil or hazardous waste as may be present on the site during operations. Spill kits must be maintained in a functional state at all times. The Grantee shall be trained in fuel spill clean-up and reporting requirements of Montana.

19. Fire Suppression/Control. Each time it enters upon the easement area for such purposes as allowed under this Easement, Grantee agrees to prevent and suppress fires on or in the vicinity of the easement area and agrees to immediately notify Grantor of any fires occurring on or near the easement area. Grantee further agrees to comply with all state and federal fire laws and restrictions. Grantee agrees to maintain adequate fire suppression equipment and personnel on site to control fires resulting from Grantee activities. Grantee further agrees to indemnify and hold Grantor harmless from any damages, costs, expenses, claims or causes of action, including attorney's fees and costs, which result from fires caused by the activities of Grantee. Grantor shall have the right at any time and, in its sole discretion, to suspend or condition certain access by Grantee or close its lands to all use by Grantee and others because of fire, fire risk or other emergency reasons.

20. Public Use. Nothing herein shall be construed as a grant of easement or right of way to the public or for public use or use by Grantee in a manner other than specifically identified and readily apparent as associated with the operation of the municipal water supply.

21. Compliance with Applicable Laws and Regulations. Grantee agrees to comply with all applicable laws, regulations, rules and secure such permits, license or authorizations which now exist or hereafter may be required as a result of exercise of any or all rights granted herein.

22. Termination. If Grantee decides this Easement or a portion thereof, is no longer needed to supply water to the Water System of the Grantee, Grantee shall furnish a release in recordable form to Grantor evidencing termination of Grantee's rights to utilize such right of ways or right of way segments.

23. Default. If Grantor determines Grantee has violated the terms of this Easement, Grantor shall give written notice to Grantee of the specific violation and demand corrective action sufficient to cure the violation. If Grantee fails to cure the violation within thirty (30) days after receipt of notice from Grantor, or under circumstances where the violation cannot reasonably be cured within a thirty (30) period, fails to begin curing the violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally corrected, Grantor may bring an action in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary or permanent injunction, and for any other relief to which Grantor may be entitled, including monetary damages.

24. Rights and Obligations. This grant of Easement shall be recorded at the Flathead County Clerk and Recorder's office, is binding upon the heirs, executors, personal representatives, assigns and successors of the parties hereto and shall run with the land.

25. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Montana. Venue shall be Flathead County, Montana.

26. Integration. Old Easement (First Creek) – The terms of this easement supersede the 1912 Easement between the parties.

27. Acknowledgement of Conservation Easement. The parties acknowledge that this Easement has been entered into pursuant to the Haskill Basin Watershed Deed of Conservation Easement between Grantor, Grantee, and the Montana Department of Fish, Wildlife and Parks (the "Conservation Easement"); and in the event of any inconsistency between the Conservation Easement and this Easement, the Conservation Easement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, as of the day and year first above written.

GRANTOR:  
F.H. STOLTZE LAND & LUMBER COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTEE:  
CITY OF WHITEFISH

By: \_\_\_\_\_

Name: John M. Muhlfeld

Title: Mayor

**ACKNOWLEDGMENT**

STATE OF)

)ss

COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared John M. Muhlfeld and to me known to be the Mayor of the City of Whitefish that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the limited partnership and that the seal affixed is the seal of said limited partnership.

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

\_\_\_\_\_  
Notary Public in and for the  
State of  
Residing in  
My Commission Expires:  
Printed Name:





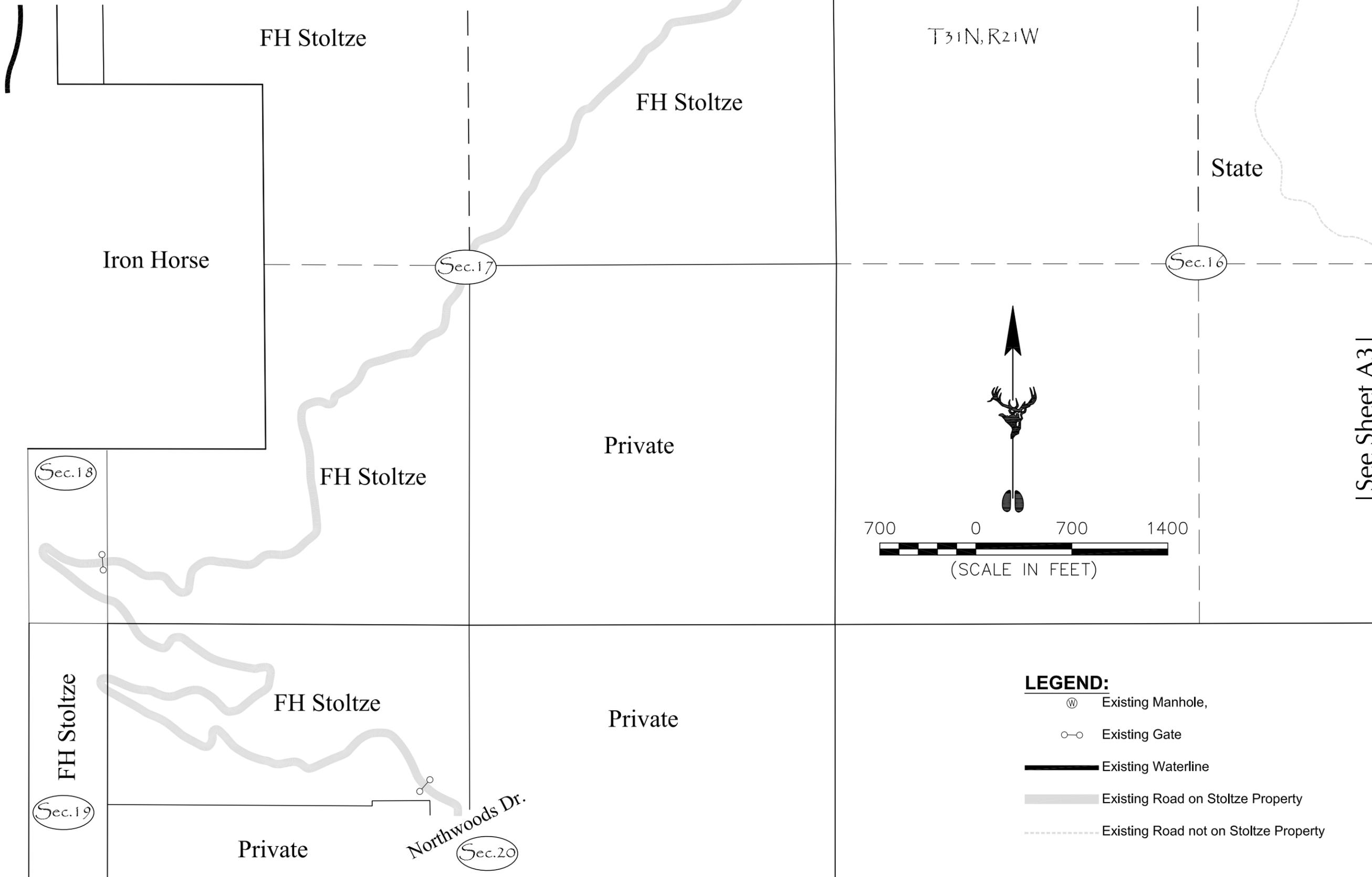
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# EXHIBIT "A"

LOCATED IN SECTIONS 7, 8, 9, 16, 17, 19, 20, & 22, T31N, R21W  
AND SECTION 12, T31N, R22W, P.M.,M.

FLATHEAD COUNTY, MONTANA

THE PURPOSE OF THIS EASEMENT EXHIBIT IS TO SHOW PROPERTIES OWNED BY F.H. STOLTZE LUMBER COMPANY AND TO REPRESENT WATERLINE AND ACCESS EASEMENTS ASSOCIATED WITH THE HASKILL BASIN WATER SUPPLY PROJECT FOR THE CITY OF WHITEFISH, MONTANA.



↑ See Sheet A1 ↑

T31N, R21W

State

Sec.17

Sec.16

Sec.18

Sec.19

Sec.20

↓ See Sheet A3 ↓

SYM	REVISION	BY	APPR.	DATE

August 2015  
DATE

11112.000  
PROJECT NO.

Waterline-Access Exhibit  
FILE

J. Smith  
DESIGNED BY

J. Smith  
DRAWN BY

R. Mitchell  
CHECKED BY

PROJECT TITLE

**City of Whitefish  
Haskill Basin Water Supply  
Whitefish, Montana**

SHEET TITLE

**Waterline & Access  
Easement Exhibit on  
FH Stoltze Land**

SHEET

**A2**

K:\Kdr-Proj-DatA\11112.000 - Haskill Basin Water Survey\11112\_000\_2015\_ACAD\ SHEETS\Waterline-Access Exhibit.dwg Aug 05, 2015



# EXHIBIT "B"

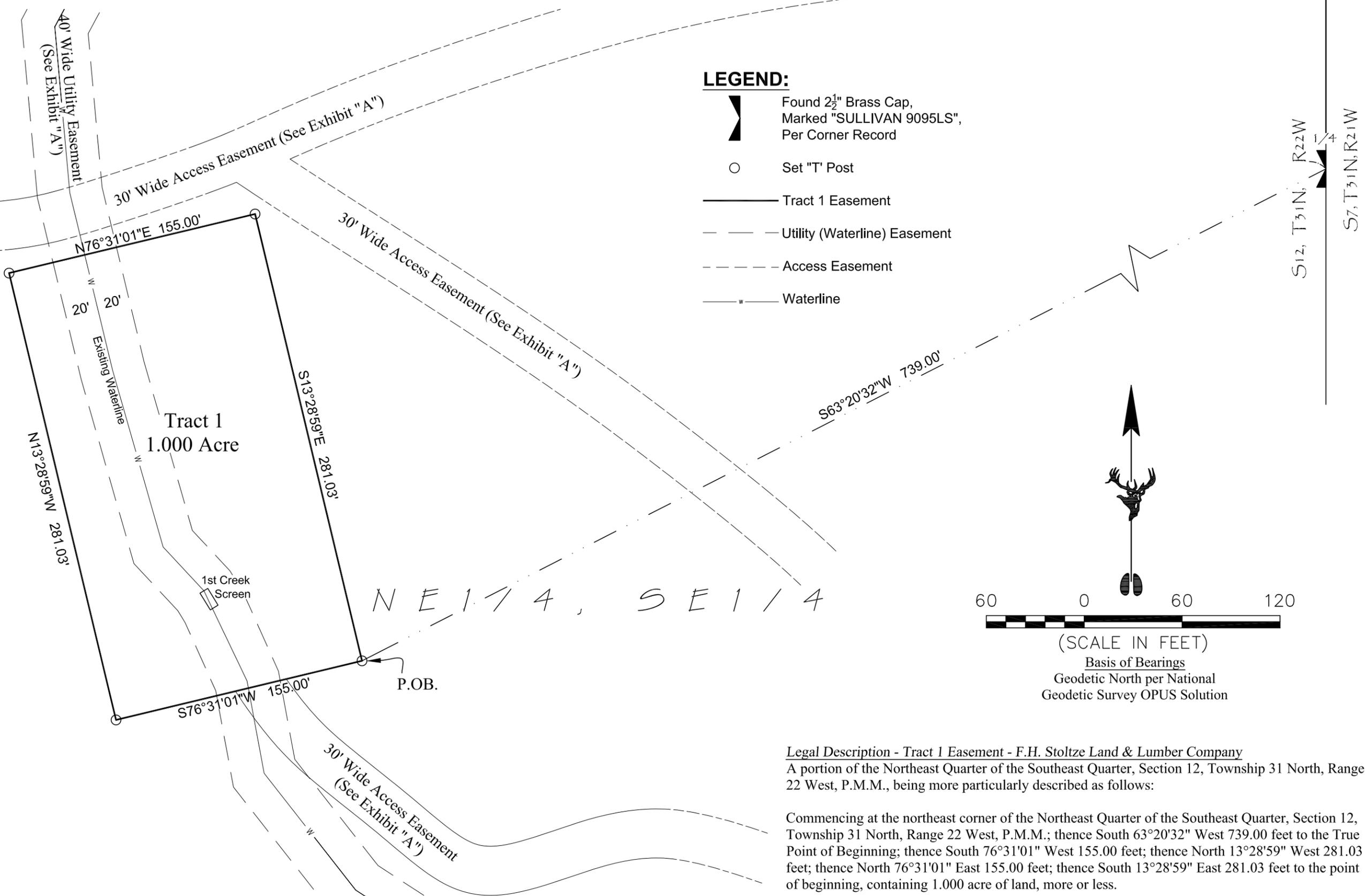
LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER,  
SECTION 12, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.,M.

FLATHEAD COUNTY, MONTANA

THE PURPOSE OF THIS EASEMENT EXHIBIT IS TO SHOW PROPERTIES OWNED BY F.H. STOLTZE LUMBER COMPANY AND TO REPRESENT UTILITY EASEMENTS ASSOCIATED WITH THE HASKILL BASIN WATER SUPPLY PROJECT FOR THE CITY OF WHITEFISH, WHITEFISH, MONTANA.



Copyright 2015 © Robert Paccia & Associates  
K:\Koi-Proj-Data\1112.000 - Haskill Basin Water Survey\1112.000 2015 ACAD\SHEETS\1st-Creek-Easement.dwg Aug 05, 2015



- LEGEND:**
- Found 2 1/2" Brass Cap, Marked "SULLIVAN 9095LS", Per Corner Record
  - Set "T" Post
  - Tract 1 Easement
  - Utility (Waterline) Easement
  - Access Easement
  - Waterline

(SCALE IN FEET)  
 Basis of Bearings  
 Geodetic North per National  
 Geodetic Survey OPUS Solution

Legal Description - Tract 1 Easement - F.H. Stoltze Land & Lumber Company  
 A portion of the Northeast Quarter of the Southeast Quarter, Section 12, Township 31 North, Range 22 West, P.M.M., being more particularly described as follows:

Commencing at the northeast corner of the Northeast Quarter of the Southeast Quarter, Section 12, Township 31 North, Range 22 West, P.M.M.; thence South 63°20'32" West 739.00 feet to the True Point of Beginning; thence South 76°31'01" West 155.00 feet; thence North 13°28'59" West 281.03 feet; thence North 76°31'01" East 155.00 feet; thence South 13°28'59" East 281.03 feet to the point of beginning, containing 1.000 acre of land, more or less.

SYMBOL	REVISION	BY	APPR.	DATE

DESIGNED BY	August 2015
DRAWN BY	DATE
CHECKED BY	11112.000
	PROJECT NO.
	1st-Creek-Easement
	FILE

PROJECT TITLE  
**City of Whitefish  
 Haskill Basin Water Supply  
 Whitefish, Montana**

SHEET TITLE  
**Utility (Water)  
 Easement on  
 FH Stoltze Land**

SHEET  
**B1**

# EXHIBIT "B"

LOCATED IN THE SE1/4 NE1/4, SECTION 12, TOWNSHIP 31 NORTH, RANGE 22 WEST  
& GOV'T LOT 2, SECTION 7, TOWNSHIP 31 NORTH, RANGE 21 WEST, P.M.,M.

FLATHEAD COUNTY, MONTANA

THE PURPOSE OF THIS EASEMENT EXHIBIT IS TO SHOW PROPERTIES OWNED BY F.H. STOLTZE LUMBER COMPANY AND TO REPRESENT UTILITY EASEMENTS ASSOCIATED WITH THE HASKILL BASIN WATER SUPPLY PROJECT FOR THE CITY OF WHITEFISH, WHITEFISH, MONTANA.



SYM	REVISION	BY	APPR.	DATE

DESIGNED BY	August 2015
DRAWN BY	DATE
CHECKED BY	PROJECT NO.
	FILE

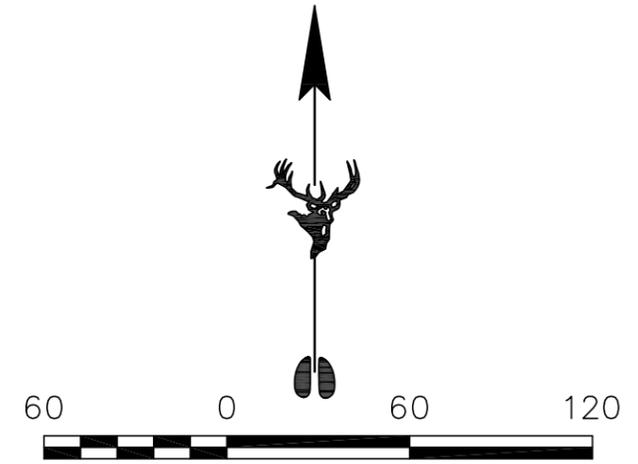
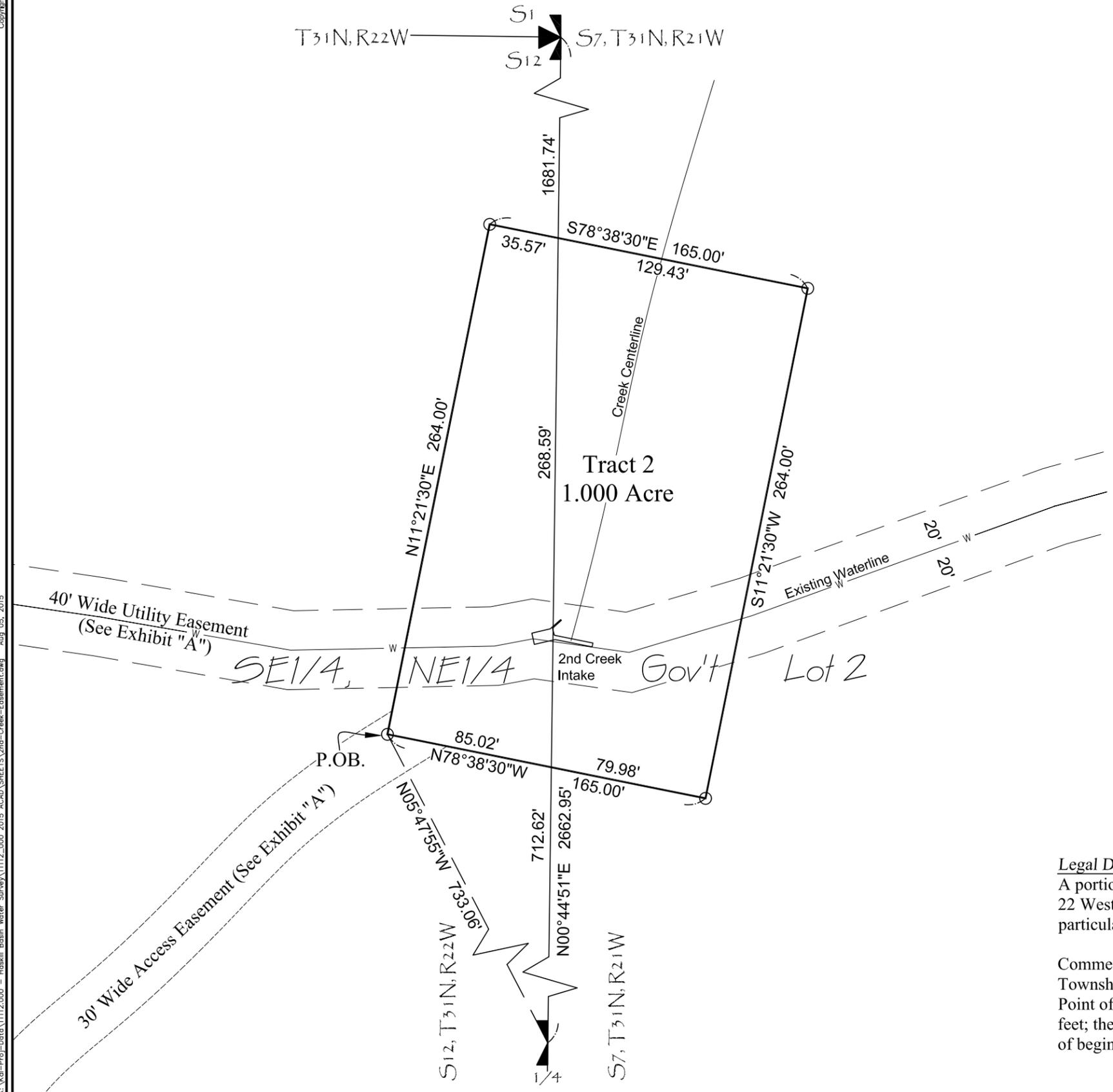
PROJECT TITLE  
**City of Whitefish  
Haskill Basin Water Supply  
Whitefish, Montana**

SHEET TITLE  
**Utility (Water)  
Easement on  
FH Stoltze Land**

SHEET  
**B2**

## LEGEND:

- Found 2 1/2" Brass Cap, Marked "SULLIVAN 9095LS" as Section Corner to Sections 1 & 12, Per Corner Record.
- Found 2 1/2" Brass Cap, Marked "SULLIVAN 9095LS" as Quarter Corner to Section 12, Per Corner Record.
- Set "T" Post
- Tract 1 Easement
- Utility (Waterline) Easement
- Access Easement
- Waterline



Basis of Bearings  
Geodetic North per National  
Geodetic Survey OPUS Solution

Legal Description - Tract 2 Easement - F.H. Stoltze Land & Lumber Company  
A portion of the Southeast Quarter of the Northeast Quarter, Section 12, Township 31 North, Range 22 West and Government Lot 2, Section 7, Township 31 North, Range 21 West, P.M.M., being more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Northeast Quarter, Section 12, Township 31 North, Range 22 West, P.M.M.; thence North 05°47'55" West 733.06 feet to the True Point of Beginning; thence North 11°21'30" East 264.00 feet; thence South 78°38'30" East 165.00 feet; thence South 11°21'30" West 264.00 feet; thence North 78°38'30" West 165.00 feet to the point of beginning, containing 1.000 acre of land, more or less.

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