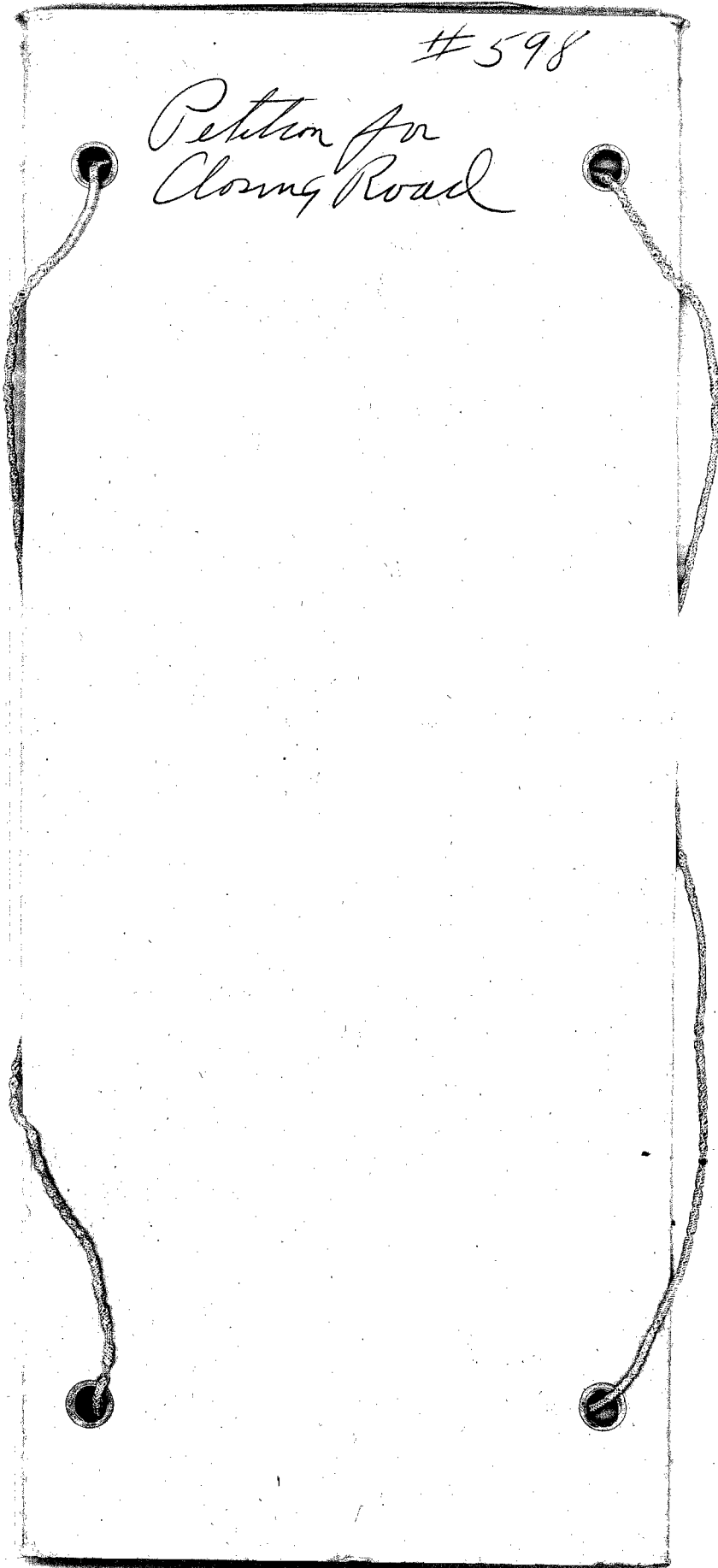


#598

Petition for
Closing Road



PETITION FOR ABANDONING A PUBLIC HIGHWAY

To the Honorable Board of
County Commissioners of
Gallatin County, Montana:

Gentlemen:

We, the undersigned free holders of Gallatin County,
do hereby petition your Honorable Body to abandon as a public
highway the following described County Road:

Commencing at the North $\frac{1}{2}$ corner of
Section 36, T.1N., R.4E; thence
west between Sections 25 and 36,
Sections 26 and 35 and Sections 27
and 34 all of T.1N., R. 4E to the North-
west corner of Section 34, a distance of
 $2\frac{1}{2}$ miles

NAMES OF PETITIONERS

| | | |
|----|-----------------------------|----------------------|
| OK | <u>Morris E. Cook</u> ✓ | <u>Belgrade</u> |
| OK | <u>Jerry Prescott</u> ✓ | <u>Belgrade</u> |
| OK | <u>Henry J. Brown</u> ✓ | <u>Belgrade Tr 1</u> |
| OK | <u>Thos. C. Cope</u> ✓ | <u>Belgrade</u> |
| OK | <u>J. H. Evans</u> | <u>Belgrade</u> |
| OK | <u>Earl Doster</u> | <u>Belgrade</u> |
| OK | <u>Daniel G. Holdiman</u> ✓ | <u>Belgrade</u> |
| OK | <u>John W. ...</u> ✓ | <u>Belgrade</u> |
| OK | <u>Thomas Clark</u> | <u>Belgrade</u> |
| OK | <u>Frank Barnes</u> | <u>Belgrade</u> |
| OK | <u>Louis ...</u> | <u>Belgrade</u> |
| ? | <u>Mervin Carpenter</u> | <u>Belgrade</u> |
| | | |
| | | |
| | | |

I hereby certify that the names marked "OK" are
freehold taxpayers in Gallatin County.

Phil Evans
County Assessor.

DEPARTMENT OF COMMERCE

CIVIL AERONAUTICS ADMINISTRATION WASHINGTON, D. C.

PROJECT APPLICATION

(For Federal Aid for Development of Public Airports)

Part I—PROJECT INFORMATION

The The City of Bozeman, Montana, and Gallatin County, Montana, Co-sponsors (herein called the "Sponsor") hereby makes application to the Administrator of Civil Aeronautics (herein called the "Administrator") for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the Gallatin Field Airport (herein called the "Airport") located at latitude 45-46-30 longitude 111-09-30 in the County of Gallatin State of Montana

It is proposed that the Project consist of the following described airport development: Installation of natural gas facility pipelines conforming with the Federal Authority. The Sponsor has the legal power and authority: (1) to do all the Sponsor hereby represents and certifies as follows:

PART II—REPRESENTATIONS

Table with 6 columns and 8 rows detailing project costs. Rows include: Project Costs, Contingencies, Administrative Costs, Engineering and Survey, Construction Costs, Field Costs. Columns include: Total, Federal, State, Local, Other.

all as more particularly described in the property map attached hereto as Exhibit "A" and the plans and specifications separately submitted to the Administrator on this date which are made a part hereof.

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT:

| ITEM | TOTAL ESTIMATED COST | ESTIMATED SPONSOR'S SHARE OF COST | | ESTIMATED FEDERAL SHARE OF COST | |
|--|----------------------|-----------------------------------|---------|---------------------------------|---------|
| | | AMOUNT | PERCENT | AMOUNT | PERCENT |
| 1. LAND COSTS | | | | | |
| 2. CONSTRUCTION COSTS | 4,500 | | | | |
| 3. ENGINEERING AND SUPERVISION COSTS | -- | | | | |
| 4. ADMINISTRATIVE COSTS | -- | | | | |
| 5. Total of 2, 3, and 4 above | 4,500 | 2091 | 46.47 | 2409 | 53.53 |
| 6. CONTINGENCIES | 400 | 186 | 46.47 | 214 | 53.53 |
| 7. TOTAL ALL ESTIMATED PROJECT COSTS (Items 1, 5, and 6) | 4,900 | 2277 | | 2623 | |

Part II—REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. **Legal Authority.**—The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulations; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.

2. **Funds.**—The Sponsor now has on deposit, or is in a position to secure, \$ 2,500 for use in defraying the costs of the Project. The present status of these funds is as follows:

Budgeted for expenditure
Expenditures will be made by Gallatin Field Board, agent for the Sponsor

PROJECT INFORMATION

(For reference only in processing of Project Applications)

PROJECT APPLICATION

Office of the

The Sponsor will deposit all Project funds in County Treasurer, which is qualified by law to act as a depository of public funds. The Sponsor hereby designates County Treasurer of Gallatin to receive payments representing the United States' share of the Project costs.

3. Land. The Sponsor holds the following property interests in the following areas of land which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas¹ are identified on the property map which is attached hereto as Exhibit "A":

(a) Fee simple title, free and clear of leases, liens or encumbrances, except as shown thereon, none of which interfere with the development, improvement, maintenance, or operation of the airport.

(1) To furnish good drainage and efficient service, separate from all the other...

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

4. Approvals of Other Agencies.—The Project has been approved by all non-Federal agencies whose approval is required, namely:

Frank W. Wiley
Frank W. Wiley Director
Date 7/21/50

5. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

(a) The Sponsor will not exercise any or better any exercise right for the use and benefit of the airport...

(b) The Sponsor will operate the Airport as such for the use and benefit of the public...

6. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which (a) are known or by due diligence might be known; (b) in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Parts III and IV of the Project Application, either by limiting its legal or financial ability or otherwise; and (c) have not been brought to the attention of an authorized representative of the Administrator.

¹ State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

Part III—SPONSOR'S ASSURANCES

In order to furnish the Administrator the Sponsor's assurances required by the Act and the Regulations, the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the Administrator, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project.

2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds, and classes: *Provided*, That the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: *And Provided Further*, That the Sponsor may prohibit any given type, kind, or class of aeronautical use of the Airport if such action will best serve the aeronautical needs of the area served by the Airport.

3. The Sponsor will not exercise, grant, or permit any exclusive right for the use of the Airport forbidden by Section 303 of the Civil Aeronautics Act of 1938, as amended. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will not either directly or indirectly exercise, or grant to any person, firm, or corporation, or permit any person, firm, or corporation to exercise any exclusive right for the use of the airport for commercial flight operations, including air carrier transportation, rental of aircraft, conduct of charter flights, operation of flight schools, or the carrying on of any other service or operation requiring the use of aircraft.

4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

- (1) to furnish good, prompt, and efficient service² adequate to meet all the demands for its service² at the Airport;
- (2) to furnish said service² on a fair, equal, and nondiscriminatory basis to all users thereof, and
- (3) to charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service:² *Provided*, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

² Note: As used in these subsections the word "service" shall include furnishing of parts, materials, and supplies (including sale thereof) as well as furnishing of service.

b. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform;

c. That if the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature.

6. The Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for aeronautical purposes: *Provided*, That nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere substantially with such operation and maintenance. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.

7. Insofar as is within its powers and reasonably possible, the Sponsor will prevent the use of any land either within or outside the boundaries of the Airport in any manner (including the construction, erection, alteration, or growth of any structure or other object thereon) which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. This objective will be accomplished either by the adoption and enforcement of a zoning ordinance and regulations or by the acquisition of easements or other interests in lands or airspace, or by both such methods. With respect to land outside the boundaries of the Airport, the Sponsor will also remove or cause to be removed any growth, structure, or other object thereon which would be a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or if such removal is not feasible, will mark or light such growth, structure, or other object as an airport obstruction or cause it to be so marked or lighted. The airport approach standards to be followed in performing the covenants contained in this paragraph shall be those established by the Administrator in Office of Airports Drawing No. ~~811~~, dated ~~September 20, 1950~~ unless otherwise authorized by the Administrator.

8. All facilities of the Airport developed with Federal aid, and all those usable for the landing and taking-off of aircraft, will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. The amount of use to be considered "substantial" and the charges to be made therefor, shall be determined by the Sponsor and the using agency.

9. Whenever so requested by the Administrator, the Sponsor will furnish to any civil agency of the United States, without charge (except for light, heat, janitor service, and similar facilities and services at the reasonable cost thereof), such space in airport buildings as may be determined by the Administrator to be reasonably adequate for use in connection with any airport air traffic control activities, weather-reporting activities, and communications activities related to airport air traffic control, which are necessary to the safe and efficient operation of the Airport and which such agency may deem it necessary

(b) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interests in the following areas of land¹ which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the property map which is attached hereto and identified as Exhibit "A":

None

(Date)

14. If at any time it is determined by the Administrator that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in paragraph 3 of Part II and paragraph 13 (a) and 13 (b) of this Part, the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify said right or claim of right in a manner acceptable to the Administrator.

15. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

of prior time and collect
concerns contained herein are based, and in my
consideration upon which the representations and
warranties in this Project Application and all other
I HEREBY CERTIFY that all statements of law

OPINION OF SPONSOR'S ATTORNEY

(Date)

(Name of sponsor)

executed in its name, this _____ day of _____ 19____

IN WITNESS WHEREOF, the Sponsor has caused this Project Application to be duly
as approved by the Administrator, and the Grant Agreement with respect to the Project,
and with the Act and the Regulations, the Plans and Specifications for such development,
selected from all subject development included in such Project will be accompanied in accord-

¹State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. (The separate areas of land need only be identified here by the area numbers shown on the property map.)

Part IV—PROJECT AGREEMENT

(P-10)
FORM 7-1951

If the Project or any portion thereof is approved by the Administrator, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the Administrator, and the Grant Agreement with respect to the Project.

IN WITNESS WHEREOF, the Sponsor has caused this Project Application to be duly executed in its name, this 12th day of July, 1950

City of Bozeman, Montana Gallatin County, Montana
(Name of Sponsor)

By W. Gilbert Loub W. J. Hartman

Mayor Chairman, Board of County Commissioners
Mayor (Title)

OPINION OF SPONSOR'S ATTORNEY

I HEREBY CERTIFY that all statements of law made in this Project Application and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.

OPINION OF COUNTY ATTORNEY

I HEREBY CERTIFY that all statements of law made in this Project Application and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.

Richard Don A. Nash

City Attorney County Attorney
July 12, 1950 (Date)

used on the property...
(b) The sponsor will acquire within a reasonable time...

County

CLERK'S CERTIFICATE

STATE OF MONTANA)
GALLATIN COUNTY) ss

I, **Bess Fowler**, County Clerk of Gallatin County, Montana, do hereby certify that the attached extract from the minutes of a regular meeting of the Board of County Commissioners, Gallatin County, Montana, held on August 9, 1960, is a true and correct copy of the original minutes insofar as they relate to the matters set forth, and I do further certify that the copy of that Resolution passed at such meeting is a true and correct copy thereof.

In testimony whereof, I have hereunto set my hand and the seal of Gallatin County this 9th day of August, 1960.

Bess Fowler
County Clerk and Recorder

SEAL

EXTRACT FROM THE MINUTES OF A REGULAR MEETING
OF THE BOARD OF COUNTY COMMISSIONERS OF GALLATIN
COUNTY, MONTANA, HELD ON AUGUST 9, 1950

The following Resolution was introduced by Commissioner Stucky, seconded
by Commissioner Nelson, read in full and considered, and unanimously adopted:

RESOLUTION ACCEPTING, ADOPTING, APPROVING AND
AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT
RECEIVED FROM THE ADMINISTRATOR, CIVIL AERONAUTICS,
UNITED STATES OF AMERICA, FOR THE DEVELOPMENT OF
THE GALLATIN FIELD AIRPORT, BOZEMAN, MONTANA.

Be it resolved by the Board of County Commissioners of Gallatin County, Montana.

Section 1. That Gallatin County, Montana, by and through its Board of
County Commissioners and the City of Bozeman, Montana, by and through its
City Commission, shall jointly enter into a Grant Agreement for the purpose
of obtaining Federal Aid in the development of the Gallatin Field Airport
and that such agreement shall be as set forth hereinbelow.

Section 2. That the Chairman of the Board of County Commissioners be,
and he is hereby authorized and directed to execute said Grant Agreement in
sexuplet on behalf of Gallatin County, and the Clerk of said Board of
County Commissioners is hereby authorized and directed to impress the Official
Seal of Gallatin County, Montana, thereon and to attest said execution.

Section 3. That the Board of County Commissioners hereby specifically
ratifies and adopts all statements, representations, warranties, covenants
and agreements contained in the Project Application.

Section 4. That the Grant Agreement referred to hereinabove shall
be as follows:

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
Washington 25

GRANT AGREEMENT

Part I - Offer

Date of Offer August 2, 1950

~~Gallatin Field~~ Airport
Project No. ~~9-21-003-003~~

TO : The ~~City of Bozeman, Montana,~~ and ~~the~~ Gallatin County, Montana
(herein referred to as the "Co-sponsors")

FROM: The United States of America (acting through the Administrator of
Civil Aeronautics, herein referred to as the "Administrator")

WHEREAS, the Co-sponsors have submitted to the Administrator a Project Appli-
cation dated ~~July 12, 1950,~~ for a grant of Federal funds for a project
for development of ~~the~~ Gallatin Field ~~Airport~~ (herein called the
"Airport"), together with plans and specifications for such project, which
Project Application, as approved by the Administrator, is hereby incorporated
herein and made a part hereof; and

WHEREAS, the Administrator has approved a project for development of the
Airport (herein called the "Project") consisting of the following described
airport development:

Installation of natural gas facility pipe line.

**(The airport development to be accomplished herein described is in addition to those
contemplated under the Grant Agreements by the Sponsor and the United States for
Projects Nos. 9-21-003-701 and 9-21-003-702.)**

all as more particularly described in the property map and plans and speci-
fications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions
of the Federal Airport Act (60 Stat. 170; Pub. Law 377, 79th Congress), and in
consideration of (a) the Co-sponsors' adoption and ratification of the repre-
sentations and assurances contained in said Project Application, and their
acceptance of this Offer, as hereinafter provided, and (b) the benefits to
accrue to the United States and the public from the accomplishment of the
Project and the operation and maintenance of the Airport, as herein provided,

THE ADMINISTRATOR, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States'

share of costs incurred in accomplishment of project, 25 per centum of the allowable land acquisition costs, and 53.53 per centum of all other allowable project costs, subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be **\$2,625.00.**
2. The Co-sponsors shall
 - (a) begin accomplishment of the Project within a reasonable time after acceptance of this Offer, and
 - (b) carry out and complete the Project in accordance with the terms of this Offer, and the Federal Airport Act and the Regulations promulgated thereunder by the Administrator in effect on the date of this Offer, which Act and Regulations are incorporated herein and made a part hereof, and
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map incorporated herein as they may be revised or modified with the approval of the Administrator or his duly authorized representatives.
3. The Co-sponsors shall operate and maintain the Airport as provided in the Project Application incorporated herein.
4. **The maximum amounts of building space which the sponsors shall be obligated to furnish civil agencies of the United States under paragraph 9 of Part III of the Project Application shall be as set forth in the schedule attached to the Grant Agreement for Project No. D-44-023-702, accepted by the sponsors on February 16, 1950, which said schedule is incorporated herein and made a part hereof by reference.**
5. Any misrepresentation or omission of a material fact by the Co-sponsors concerning the Project or the Co-sponsors' authority or ability to carry out the obligations assumed by the Co-sponsors in accepting this Offer shall terminate the obligation of the United States, and it is understood and agreed by the Co-sponsors in accepting this Offer that if a material fact has been misrepresented or omitted by the Co-sponsors, the Administrator on behalf of the United States may recover all grant payments made.
6. The Administrator reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Co-sponsors.
7. This Offer shall expire and the United States shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Co-sponsors within 60 days from the above date of Offer or such longer time as may be prescribed by the Administrator in writing.

8. It is hereby understood and agreed that the Project Application executed by the Sponsors under date of March 9, 1949, incorporated in and made a part of the Grant Agreement between the United States and the Sponsors relating to Project No. 9-21-003-702, accepted by the Sponsors on February 16, 1950, is hereby amended by deleting therefrom paragraphs 2 through 14 of Part III and inserting in lieu thereof as paragraphs 2 through 14 provisions identical with those of paragraphs 2 through 14, respectively, of Part III of the Project Application incorporated in this Grant Agreement.

The Co-sponsors' acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the City of Bozeman, Montana and the Gallatin County, Montana, as Co-sponsors, as hereinafter provided, and said Offer and acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States, on the one part, and the City of Bozeman, Montana, and the Gallatin County, Montana, jointly and severally, on the other part, with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Co-sponsors' acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
THE ADMINISTRATOR OF CIVIL AERONAUTICS

By E. R. Yravinich
Regional Administrator, Region VII

Part II - Acceptance

The City of Bozeman, Montana, and the Gallatin County, Montana, do hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and do hereby accept said Offer and by such acceptance agree to all of the terms and conditions thereof.

Executed this 9TH day of AUGUST, 1950.

The City of Bozeman, Montana
(Name of Co-sponsor)

By W. G. Lowe

Title MAYOR

(SEAL)

Attest: L. J. Sheldon

Title: Clk of the City Commission

Executed this 9 day of Aug, 1950

Gallatin County, Montana
(Name of Co-sponsor)

By W. A. Mortimer

Title Chairman

(SEAL)

Attest: Bess Fowler
COUNTY CLERK AND RECORDER

Title: IN AND FOR GALLATIN COUNTY, STATE OF MONTANA

CERTIFICATE OF CO-SPONSORS' ATTORNEYS

I, DAN R. LIVERAGE, acting as Attorney for The City of Bozeman, Montana, do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said City of Bozeman relating thereto, and find that the Acceptance thereof by said City of Bozeman has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Montana, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the City of Bozeman in accordance with the terms thereof.

Dated at BOZEMAN, MONTANA this 9th day of August, 1950

Dan R. Laverage
Title City Attorney

I, Dan A. Neal, acting as Attorney for Gallatin County, Montana do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Gallatin County relating thereto, and find that the Acceptance thereof by said Gallatin County has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Montana, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Gallatin County in accordance with the terms thereof.

Dated at BOZEMAN, MONTANA this 9 day of August, 1950

Dan A. Neal
Title Co. Atty

ROAD VIEWERS REPORT

ROAD PETITION #598

HONORABLE BOARD OF COUNTY COMMISSIONERS,
Gallatin County, Montana

We, the undersigned, appointed as Road Viewers on Road Petition #598, which petition requests that the Board of County Commissioners abandon and vacate as a public road the county road described in said petition, wish to report as follows:

- (1) That we viewed said road as described in the petition on July 27, 1950.
- (2) That we found cross fences running across said road right-of-way at both East and West ends, and at both sides of two county roads that cross this road; that no culverts were in place in the irrigation ditches crossing this road; that the road fences along this road have in places been removed on one side of the road, and for a half-mile on the East end of the road both fences have been removed; that in fact the road is now practically closed to public travel.
- (3) We recommend that a hearing be held as required by law at which interested parties may appear and the Board of County Commissioners finally determine as to whether or not said road should be vacated as a public road.

Dated at Bozeman, Montana, August 1, 1950.

George L. Stucky
[Signature]
Road Viewers

NOTICE OF HEARING UPON PETITION FOR THE CLOSING OF ROAD NO. 598
BETWEEN THE POINTS DESCRIBED IN THE PETITION FILED HEREIN

YOU ARE HEREBY NOTIFIED That a meeting of the Board of County Commissioners of Gallatin County, Montana, will be held in the office of the said County Commissioners at the Courthouse in the City of Bozeman, County of Gallatin, State of Montana, on the 15th day of August, A. D., 1950, at ten (10) o'clock A.M., of said day, to consider the Petition filed for the closing of County Road Number 598;

Commencing at the North $\frac{1}{4}$ corner of Section 36, T.1N., R.4E; thence west between Sections 25 and 36, Sections 26 and 35 and Sections 27 and 34 all of T.1N, R. 4E. to the Northwest corner of Section 34, a distance of $2\frac{1}{2}$ miles.

You are further notified that if you have any objections to the closing of said Road, as Petitioned, you may appear at the time and place, as above given, and present your objections to the Board of County Commissioners of Gallatin County, State of Montana, at that time and place.

Dated at Bozeman, Montana, this 3rd day of August, A. D., 1950.

BOARD OF COUNTY COMMISSIONERS OF
GALLATIN COUNTY, STATE OF MONTANA:

By: Walter A. Hartman
Chairman

RESOLUTION CLOSING GALLATIN COUNTY ROAD NUMBER 598, COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 36, TOWNSHIP ONE NORTH, RANGE FOUR EAST; THENCE WEST BETWEEN SECTIONS 25 AND 36, SECTIONS 26 AND 35, AND SECTIONS 27 AND 34, ALL IN TOWNSHIP ONE NORTH, RANGE FOUR EAST, TO THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP ONE NORTH, RANGE FOUR EAST, A DISTANCE OF TWO AND ONE HALF MILES

WHEREAS, Sections 32-105 and 32-302, R. C. M., 1947, provide for, authorize and direct that the Board of County Commissioners of any County must abolish or abandon, in a manner provided by law, such public highways as are not necessary for the public travel or convenience; and

WHEREAS, A Petition for the closing of said County Road was filed with the Board of County Commissioners, and which said Petition for the closing of said County Road was dated and filed with the Board of County Commissioners of Gallatin County, Montana, on the 14th day of July, A. D., 1950, and which Petition contained the names of eleven qualified freeholders, who were either adjoining land owners, or resided in said Road District, said Petition having been presented to the said Board of County Commissioners as required by the provisions of Sections 32-401 and 32-402, R. C. M., 1947; and

WHEREAS, Upon the filing of said Petition, the Board of County Commissioners did, on the first day of August, A. D., 1950, cause investigation to determine the merits of the Petition, as provided by the provisions of Sections 32-403 and 32-404, R. C. M., 1947, and did, thereafter, cause Notice of Hearing upon said Petition to be sent, by registered mail, to all of the Petitioners and adjoining land owners abutting said County Road Number 598, that the matter had been set for hearing; and protest could be presented at the office of the County Commissioners on the 15th day of August, A. D., 1950, at ten o'clock A. M.; and

WHEREAS, on the said 15th day of August, A. D., 1950, at ten o'clock A. M., no person or persons appeared or protested the closing of said County Road Number 598; and

WHEREAS, the said Board of County Commissioners, at said time and place duly considered the Petition filed herein, and the report of the Road Viewers, and such other information as individuals of the Board of Commissioners had; and

WHEREAS, After duly and fully considering the facts and the law, the said Board of County Commissioners unanimously determine and decide as follows:

1. That the Petition filed in this matter contains sufficient qualified signers, as required by the provisions of the Statute;
2. That no serious financial loss will occur to any of the adjoining land owners;
3. That all of the abutting land owners along said County Road have suitable means of egress and ingress;
4. That the said County Road Number 598 is not necessary for public travel or convenience and that said County Road Number 598 should be closed;

NOW THEREFORE, BE IT RESOLVED, AND IT IS HEREBY ORDERED That said County Road Number 598 be closed between the points commencing at the North Quarter Corner of Section 36, Township One North, Range Four East; thence West between Sections 25 and 36, Sections 26 and 35, and Sections 27 and 34, all in Township One North, Range Four East, to the Northwest Corner of Section 34, Township One North, Range Four East, a distance of Two and one-half miles; and

IT IS FURTHER ORDERED AND DIRECTED That the County Surveyor, of Gallatin County, Montana, record and plat in his office, the closing of said Gallatin County Road Number 598, as herein ordered, and that the lands formerly used and held as said County Road Number 598, which is hereby closed, now revert to the adjoining land owners entitled thereto;

Dated this 15th day of August, A. D., 1950.

BOARD OF COUNTY COMMISSIONERS, GALLATIN
COUNTY, MONTANA:

By: W. H. Hartman
Chairman

J. E. Wilson
George L. Stucky

Armco Drainage & Metal Products, Inc.

NORTHWESTERN DIVISION

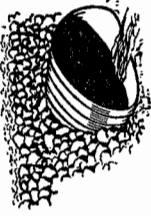
Phone 8357 — Billings, Montana — 1420 Montana Ave.



MEMORANDUM

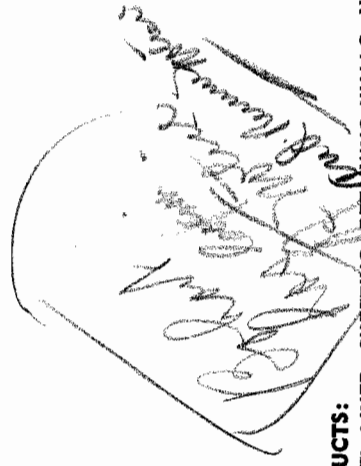
From the Desk of
Bess Fowler

- Andrew & Alfred Larson (Alfred Larson - Belgrade Mont
(Andrew apparently not here))
- Daniel G. Holdiman - Belgrade
- Theodore R. & Marquette Cope
Belgrade Route 1
- John E. and Mary E. Sweeney
Belgrade
- Morris E. Coil Belgrade
- Jerry and Mary Prescott Belgrade
- Henry and Jennie M. DeHaan
Route 1 Belgrade
- State of Montana
Land Dept. Helena



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- ~~Shea Cope - Belgrade~~ R. F.D. Belgrade
- J. H. Groves
- Earl Keeter ✓
- Frank Clorke ✓ - Belgrade
- Frank Barnes ✓ Belgrade
- Louis Beaumont ✓ Belgrade
- Merwin Carpenter ✓ R. F.D. Belgrade



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TUNNEL LINER, SHEETING, RETAINING WALLS, MULTI-PLATE PIPE, MULTI-PLATE ARCHES, MULTI-PLATE PIPE-ARCH, GALVANIZED CORRUGATED PIPE, RIVETED PIPE ARCHES, END SECTIONS, WATER CONTROL GATES, SPIRAL WELDED PIPE, FLEX-BEAM GUARD RAIL.

EXHIBIT "A"

EXERPT from EXHIBIT "A"

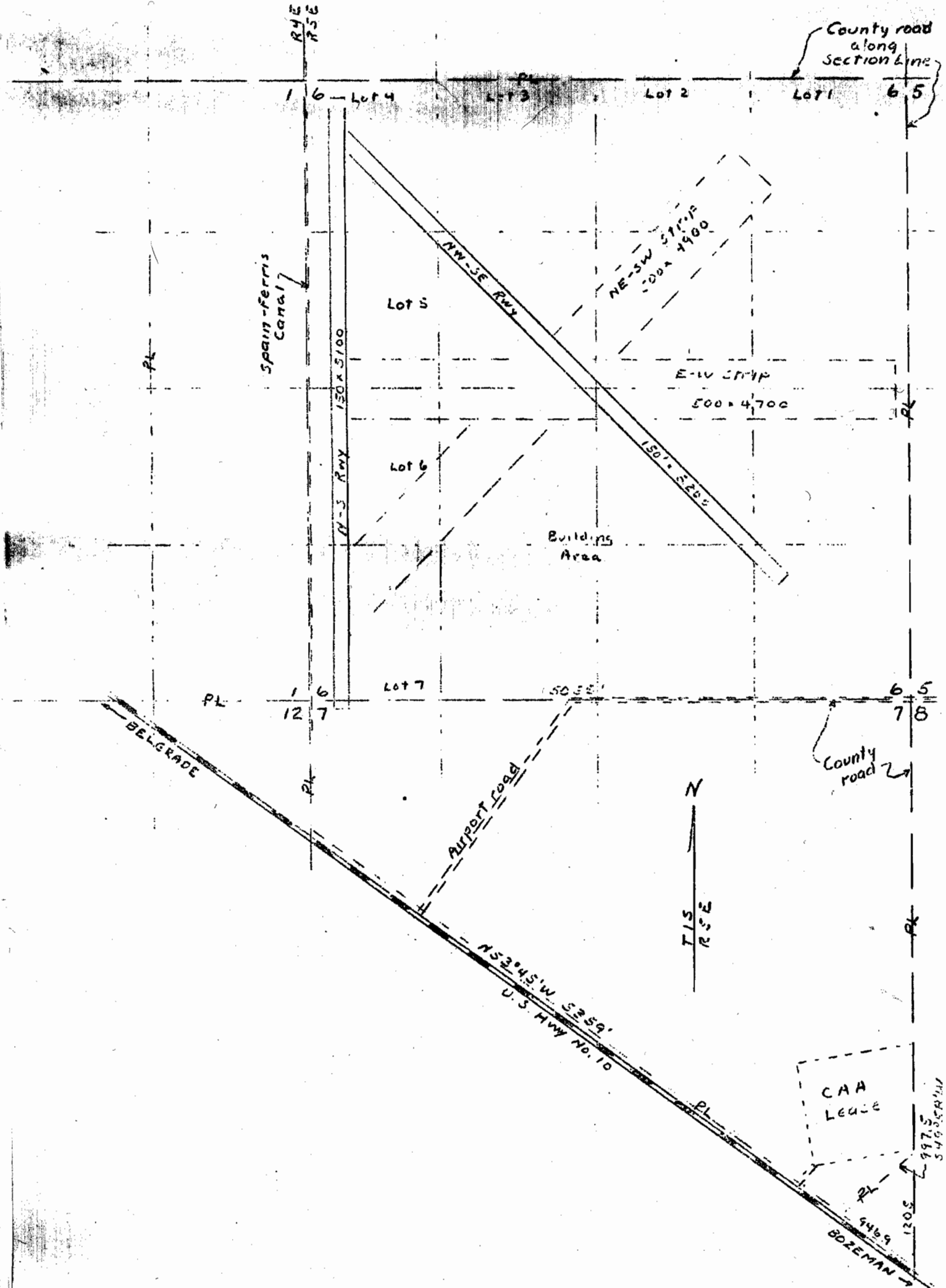
Drawing No. 003-02, dated 1-3-48

Project No. 9-24-003-701

Showing
PROPERTY LINES

Runway Layout, Roads, etc.

Prepared 3-9-49 for Project No. 9-24-003-702



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2 _____
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Date of delivery Aug 4, 1940

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2 Evelene Clark
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2 Frank DeHaan
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2 Mr. Frank De Haan
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

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2 Marguerite Cope
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1 Marguerite Cope
(Signature or name of addressee)

2 _____
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

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1 J. H. Evans
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2 J. Mill Kollman
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Date of delivery Aug 5, 1940

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1 Frank [Signature]
(Signature or name of addressee)

2 [Signature]
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery Aug 8, 1945

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(Signature or name of addressee)

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Date of delivery AUG 7 1950, 1945

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1 Louis Reichman
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2 by Dave Reichman Son
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery Aug 4, 1945

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1 [Signature]
(Signature or name of addressee)

2 [Signature]
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery Aug 4, 1945

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1 [Signature]
(Signature or name of addressee)

2 [Signature]
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery Aug 7, 1945