

# ATTACHMENT A

R.W. 4130

THIS INDENTURE, Made the 20<sup>th</sup> day of NOVEMBER A.D. one thousand nine hundred and forty between THE GILMORE AND PITTSBURGH RAILROAD COMPANY, LIMITED, a corporation organized and existing under the laws of the State of Idaho, the party of the first part; and the CITY OF DILLON, a municipal corporation of the State of Montana, the party of the second part;

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WITNESSETH, That the said party of the first part, for and in consideration of the sum of Thirteen hundred seventy-two Dollars (\$1372.00) lawful money of the United States of America to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged; does by these presents grant, bargain, sell, convey, warrant and confirm unto the said party of the second part, and to its successors and assigns forever, the hereinafter described real estate, situated in the County of Beaverhead and State of Montana, to-wit:

That portion of the Northeast quarter (NE $\frac{1}{4}$ ) of Section nineteen (19), Township seven (7) South, Range eight (8) West M.P.M. described as follows: Commencing at a point which is seven hundred twenty-eight (728) feet south of the northeast corner of said Section nineteen (19), running thence south eighty-nine degrees nineteen minutes (89°19') west along a line hereinafter referred to as line "A", a distance of twenty-six hundred seventy-six (2676) feet, to a point in the west line of said Northeast quarter (NE $\frac{1}{4}$ ) which is the true point of beginning; thence south no degrees forty-six minutes (0°46') west along said west line one hundred ninety and nine tenths (190.9) feet to a southeasterly production of the northeasterly line of Center Street in the City of Dillon; thence southeasterly along said southeasterly production of the northeasterly line of Center Street nine hundred (900) feet to a northeasterly production of the northwesterly line of Nelson Street in said City; thence northeasterly along said northeasterly production of the northwesterly line of Nelson Street one thousand thirty-nine and ninety-three hundredths (1039.93) feet to a point in said line "A"; thence south eighty-nine degrees nineteen minutes (89°19') west along said line "A" thirteen hundred fifty-seven and thirty-three hundredths (1357.33) feet, more or less, to the point of beginning, containing thirteen and seventy-two hundredths (13.72) acres.

Approved as to Description  
2-6-6

TOGETHER, with all and singular the hereinbefore described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, right of dower and

right of homestead, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging, TO HAVE AND TO HOLD, all and singular the above mentioned and described premises unto the said party of the second part, and to its successors and assigns forever.

And the said party of the first part, and its successors, do hereby covenant that they will forever WARRANT AND DEFEND all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said party of the second part, its successors and assigns, against the acts and deeds of the said party of the first part, and all and every person and persons whomsoever lawfully claiming or to claim the same.

Should title to the premises fail, the party of the first part shall be liable for the amount received hereunder and no more, with interest at four per cent (4%) per annum from date of such failure; should title to a portion of the premises fail such liability is limited to the acreage as to which title fails reckoned at the average price per acre paid plus interest as aforesaid.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be sealed with its corporate seal and signed by its \_\_\_\_\_ President the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

*[Signature]*

*Delma Destrick*

THE GILMORE AND PITTSBURGH RAILROAD  
COMPANY, LIMITED

By *[Signature]*  
President

Attest: *[Signature]*  
Secretary



# ATTACHMENT B

## RESOLUTION NO. 169

WHEREAS under date of October 2, 1940, a committee representing several civic organizations within the City of Dillon, Montana, met with the city council and advised that their organizations had raised sufficient funds to purchase upwards of 13 acres of land situated in the vicinity of the Beaverhead County High School, for use as a park and playground; and, if agreeable to the City, they would cause a deed to such land to be executed to the City, without cost to the City, and upon condition that the City would not be obligated to develop or equip the land as a park or playground by accepting the deed; and that by accepting the deed would only obligate itself to maintain the same as a park and playground if and when it was developed as a park and playground by said organizations; and

WHEREAS the said council unanimously voted to accept said deed upon said conditions; and pursuant to such action a deed was thereupon executed and delivered to the City of Dillon by the Gilmore and Pittsburg Railroad Company, the then owner of said land; and

WHEREAS the City of Dillon is now the owner of said property; and that the same has never been developed and equipped as a park and playground by said organizations, or otherwise, save and except as to a sodded football field constructed and maintained by Beaverhead County High School; and

WHEREAS the Western Montana College of Education, an educational unit of the Greater University of Montana, has indicated its readiness and willingness to develop and equip, as a College athletic field and playground, that portion of said land comprising approximately the easterly one-half thereof; an area of about seven acres, and to forthwith expend about \$15,000, in such development program; and has agreed that when such tract is so developed the same may be used by the local schools and organizations for a nominal maintenance charge, when such use does not conflict with the college program, all upon the condition that the City convey to the State of Montana the title to said seven acre tract of land; and

STATE OF MINNESOTA )  
                                  ) :SS  
COUNTY OF RAMSEY )

On this 20th day of November in the year 1940, before  
me C. B. Theits a Notary Public for the State of Minnesota,  
personally appeared B. W. Scandrett known to me to be the  
President 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.

C. B. Theits

C. B. Theits, Notary Public, Ramsey Co., Minn.  
My Commission Expires January 24, 1944.





WHEREAS the Beaverhead County High School, the Beaverhead Chamber of Commerce, and numerous local civic organizations, have requested of this Council that it accept the offer of the said State of Montana, acting by and through the Western Montana College of Education; and

WHEREAS it appears to the Council that the conveyance of said tract of land to the State of Montana will be in furtherance of and (in keeping with the expressed intentions and objects of the original donors; and will be beneficial to the City of Dillon and its citizens;

NOW, THEREFORE, BE IT RESOLVED: That the City of Dillon forthwith execute and tender to the State of Montana a deed to a tract of land hereinafter particularly described comprising approximately seven acres, and being the easterly portion of the lands heretofore deeded to the City of Dillon by the Gilmore and Pittsburg Railroad Company, for development and use by the Western Montana College of Education as an athletic field and playground.

Said tract is described as follows:  
Commencing at a point which is 728 feet south of the northeast (NE) corner of Section 19, Township 7 south Range 8 west M.P.M.; thence south 89°19' west, 1318.6' to true point of beginning; thence south 89°19' west 955 feet; thence south 10°46' west 569.5 feet more or less to a southeasterly production of the northeasterly line of Center St. in the City of Dillon; thence southerly easterly along said southeasterly production of northeasterly line of Center St. 463.5 feet to northeasterly production of the northwesterly line of Nelson St. in said City; thence northeasterly along said northeasterly production of the northwesterly line of Nelson St. if extended 770.5 feet more or less to point of beginning.

Passed and approved this 2nd day of June, 1949

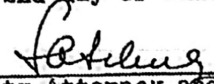
  
MAYOR

ATTEST:

  
CITY CLERK

STATE OF MONTANA )  
COUNTY OF BEAVERHEAD ) ss  
City of Dillon )

I, Leonard A. Schulz, City Attorney and ex-officio City Clerke of the City of Dillon, Montana, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 169, duly adopted and passed by a vote of more than 2/3 of all the members of the City Council, and duly approved by the Mayor of said City, on the 2nd day of June, 1949.

  
City Attorney and Ex-officio City Clerk of the City of Dillon, Montana

JK

ATTACHMENT C - PARK AGREEMENT -

THE UNIVERSITY OF MONTANA  
STATE NORMAL COLLEGE  
DILLON, MONTANA

September 2, 1949

*Memorandum - on Park agreement.*

Memorandum

A conference was held in the Presidents office at Western Montana College of Education on September 1, 1949. Present were Elza Patrick, Leonard Schultz, D. L. Johnson, James Taylor, and Rush Jordan. The subject under discussion was the athletic field recently donated to the college by the city of Dillon.

It is understood that the college will take over and maintain the field, that as soon as possible the college will erect a grandstand, with necessary change rooms and rest rooms, construct a quarter mile track and lay out a baseball field.

It is further understood that the Beaverhead County High School will be privileged to use the turf field for games and to use a practice field off the turf. The High School may also use the track for track meets and the baseball field for games. The High School will not be charged a rental, but will pay for lights used. Mr. Taylor suggested that the High School might furnish some help in putting the field in shape.

It is understood that any civic group in Dillon, not operating for profit, may use the field under conditions similar to the above. All effort will be made to avoid conflict of dates, but if conflict is inevitable the Western Montana College of Education will have priority.

It is understood that the Dillon Softball Association will pay for all lights used during the present summer season, and restore the lights as they were during last football season.

It is the purpose of the Western Montana College of Education to cooperate in every way with the city of Dillon, the Beaverhead County High School, and all civic or charitable organizations working for the good of the community.

Signed:



Rush Jordan

President N. M. C. E.

*Sept. 9, 1949*

*The above was approved by the Dillon city Council and a deed to the land was issued Sept. 8, 1949*



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THIS INSTRUMENT, made the 8 day of September, 1949,  
by and between the CITY OF DILLON, MONTANA, a municipal corporation,  
the party of the first part, and the STATE OF MONTANA, the party  
of the second part, WITNESSETH:

That the said party of the first part, for and in consideration  
of the sum of One Dollar (\$1.00) lawful money of the United States of  
America, to it in hand paid by the party of the second part, the  
receipt whereof is hereby acknowledged, does by these presents grant,  
sell and convey unto the party of the second part, the following  
described lands situated in the County of Beaverhead, State of Montana,  
to-wit:

Commencing at a point which is 728 feet South of the  
Northeast (NE) corner of Section 19, Township 7 South  
Range 8 West M.P.M., thence South 89°19' West 1318.67  
feet to true point of beginning; thence South 89°19'  
West 955 feet; thence South, no degrees forty-six minutes  
(0046') West 569.5 feet more or less to a southeast-  
erly production of the northeasterly line of Center St.  
in the City of Dillon, thence southerly easterly along  
said southeasterly production of northeasterly line of  
Center St. 463.5 feet to a northeasterly production of  
the northwesterly line of Nelson St. in said City; thence  
northeasterly along said northeasterly production of the  
northwesterly line of Nelson St. if extended 774.5 feet  
more or less to point of beginning.

Together with all and singular the hereinbefore described  
premises together with all tenements, hereditaments and appurtenances  
thereto belonging or in anywise appertaining.

To have and to hold all and singular the above mentioned and  
described premises unto the said party of the second part, its suc-  
cessors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused  
its corporate name to be hereunto subscribed by its Mayor and its  
corporate seal to be affixed by its clerk, pursuant to resolution  
duly adopted, the day and year hereinabove first written.

ATTEST:

Raymond King  
Clerk

CITY OF DILLON, MONTANA

BY Raymond King  
its Mayor



STATE OF MONTANA)  
ss  
County of Beaverhead)

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On this 8<sup>th</sup> day of September, 1949, before me, the under-  
signed, a Notary Public in and for the State of Montana, personally  
appeared Guy E. Cray, known to me to be the Mayor of the City of Dillon,  
Montana, the municipal 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 Notarial Seal the day and year in this certificate first above  
written.

*Edward Neuge*  
Notary Public for the State of Montana  
Residing at Dillon, Montana  
My Commission expires February 4, 1952.

PLATTED ✓ INDEXED  
STATE OF MONTANA  
County of Beaverhead ) ss 97230

I do hereby certify that the within  
instrument was filed in my office on the  
16 day of Sept. A. D. 1949  
at 11 o'clock A..  
in record on page 115 of Book  
122 of Deeds  
County of Beaverhead, Montana,  
and my hand and seal.

*Margaret Thompson*  
County Recorder  
Deputy.

Fees \$ 1.60

QUIT CLAIM DEED

THIS INDENTURE is made this 26 day of May, 1999, by and between the CITY OF DILLON, 125 North Idaho Street, Dillon, Montana 59725, Party of the First Part, and BOARD OF REGENTS OF HIGHER EDUCATION, for WESTERN MONTANA COLLEGE OF THE UNIVERSITY OF MONTANA, of 710 South Atlantic Street, Dillon, Montana 59725, Party of the Second Part.

WITNESSETH: That the said Party of the First Part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, in hand paid by the Party of the Second Part, receipt of which is hereby acknowledged, does hereby convey, remise, release and forever quitclaim unto the Party of the Second Part, and to its heirs and assigns, all right, title and interest in and to the following described real estate, situated in the County of Beaverhead, State of Montana, to wit:

Parcel 1 of <sup>Boundary Relocation</sup> ~~Certificate~~ of Survey No. ~~\_\_\_\_\_~~, recorded May 13, 1999, under Recorder's Reception No. 235863, records of Beaverhead County, Montana.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, dower, right of dower, property, possession, claim and demand whatsoever as well in law as in equity, of the Party of the First Part, of, in or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the said premises, with the appurtenances thereto belonging, unto the said Party of the Second Part, its heirs and assigns, forever.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set its hand and seal the day and year first above written.

CITY OF DILLON

By George C. Warner  
George Warner, Mayor

236380

ATTEST:  
Fay Jones  
Fay Jones, City Clerk

STATE OF MONTANA )  
COUNTY OF BEAVERHEAD ) : ss.

STATE OF MONTANA - COUNTY OF BEAVERHEAD ss  
Recorded on the 13 day of July  
19 99 at 3:10  
o'clock P.M. Book 296 Page 1171  
James H. Schenck  
County Recorder  
By Christy J. Schenck  
Deputy Recorder

PLATTED

INDEXED

\$6.00 Hoffman & Swinham  
P.O. Box 1366 - Dillon

This instrument was acknowledged before me this 26 day of May, 1999, by George Warner and Fay Jones, as the Mayor and City Clerk, respectively of the CITY OF DILLON.

Christy J. Schenck  
Notary Public for State of Montana  
My Commission expires: 10-13-00

(SEAL)



