

Copy

**Lower Willow Creek Irrigation District  
Special Meeting  
April 14, 2025 – 7:00 pm  
Held at Hall School**



1. Call to Order 7:30pm
2. Roll Call: Rex Radtke, Dan Hauptman, Patti Bignell, Michael Nelson, Jim Mason, Ron & Bev Skinner, TJ Ostler, Tim Skinner and Chad Koon.
3. Recognition of Visitors: Tom Rue
4. Old Business: Tabled Item: Closure of the County Road through Dave Pietz Land – Dan Hauptman moved to state that the Lower Willow Creek Irrigation District does not oppose the closure of the old county road that runs through Dave Pietz’s property. The motion was seconded by Patti Bignell and with a vote of a majority of shareholders being present and all voting in favor, the motion passed. Discussion was held regarding the two easements that the District has through the forementioned property. One being the existing Anderson easement and the second will be the newly filed easement with Dave Pietz. Rex, Dan and Patti will sign the new Pietz easement at the bank and have it notarized first thing in the morning so it can be taken to the Granite County Courthouse and filed with the Clerk.
6. Adjournment Jim Mason moved to adjourn the meeting at 8:00pm.

Rex Radtke, President

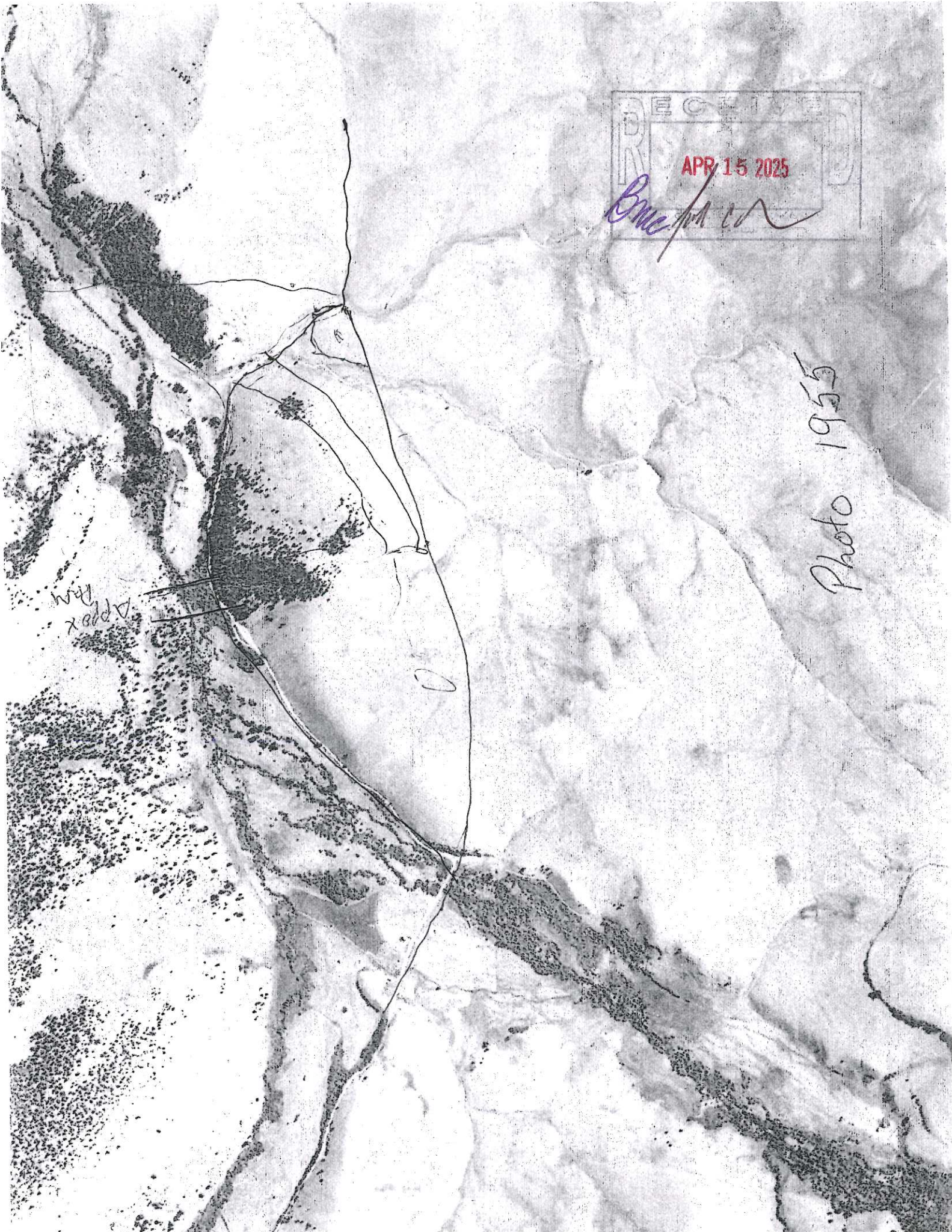
Dan Hauptman, Vice President

Patricia Bignell, Secy/Trsr

RECEIVED  
APR 15 2025  
*Bmc*

Photo 1955

Approx  
1/4 mi



**SCHEDULE A**

File No. FC-3233

Policy No. J 1381834

Amount of Insurance \$375,000.00

Premium \$858.00

Date of Policy: October 5, 2001 at 10:40 A.M.

1. Name of Insured:

**TIMBERS DEVELOPMENT, INC., A MICHIGAN CORP**

2. The estate or interest in the land which is covered by this policy is: **FEE SIMPLE**

3. Title to the estate or interest in the land is vested in:

**TIMBERS DEVELOPMENT, INC., A MICHIGAN CORP**

4. The land referred to in this policy is described as follows:

PLEASE REFER TO ATTACHED EXHIBIT "A"

END SCHEDULE A

SCHEDULE B

File No. FC-3233

Policy No. J 1381834

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART 1  
SECTION 1

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records by which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Any right, title or interest in any minerals, mineral rights or related matters including but not limited to oil, gas, coal and other hydrocarbons, whether or not shown by the public records.
6. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION 2

8. County road rights-of-way not recorded and indexed as a conveyance in the office of the clerk and recorder pursuant to Title 70, Chapter 21, M.C.A.

SCHEDULE B CONTINUES

(1)

## SCHEDULE B CONTINUED

9. No liability is assumed for errors, omissions or changes in assessed evaluations or amount of taxes assessed by any state, county or city taxing or assessing authority.
10. TAXES: General County Taxes for the year 2001 are an accruing lien and not yet due or payable. ID #4184512.
11. EASEMENT dated April 29, 1960 in favor of The Lower Willow Creek Drainage District as set forth in document recorded May 17, 1960 in Book 38 of Deeds at Page 470, Official Records.
12. EASEMENT dated April 29, 1960 in favor of The Lower Willow Creek Drainage District as set forth in document recorded May 17, 1960 in Book 38 of Deeds at Page 471, Official Records.
13. RIGHT-OF-WAY dated April 29, 1960 in favor of The Lower Willow Creek Drainage District as set forth in document recorded May 17, 1960 in Book 39 of Deeds at Page 476, Official Records.
14. RIGHT-OF-WAY DEED dated April 29, 1960 in favor of Granite County as set forth in document recorded August 15, 1960 in Book 38 of Deeds at Page 547, Official Records.
15. EASEMENT dated December 13, 1978 in favor of The Montana Power Company as set forth in document recorded June 7, 1978 on Roll 8 of Microfilm at Page 497, Official Records.
16. EASEMENT FOR ACCESS PURPOSES granted to Paul H. and Patricia J. Bissonette, recorded December 3, 1999 on Roll 46 of Microfilm, Page 881.
17. EASEMENT FOR ACCESS PURPOSES granted to James Ranch Company, Inc., recorded December 3, 1999 on Roll 46 of Microfilm, Page 882.
18. All matters, and any rights, interests, easements or claims which may exist by reason thereof, disclosed by Certificate of Survey No. 588.

END SCHEDULE B

(2)

THIS WAS  
FOR THE NEW  
ROAD

After Recording Return To:  
Chris Johnson  
Worden Thane, PC  
321 W. Broadway, Ste. 300  
Missoula, MT 59802



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ACCESS, ROADWAY, AND UTILITY EASEMENT

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FOR GOOD AND VALUABLE CONSIDERATION receipt of which is hereby acknowledged and for the mutual benefits to be derived thereby, the undersigned parties and Owners create and grant this Access, Roadway, and Utility Easement described below, and make the below recitals and covenants. This instrument replaces and supersedes that Access, Roadway, and Utility Easement recorded January 29, 2025, in Roll 82, Page 49, Instrument No. 80722, records of Granite County, Montana, specifically it adds additional signers on the part of the Grantee. The balance of this instrument, inclusive of exhibit, is unchanged from the original recorded easement.

1. Parties

BD Land, LLC, a Montana limited liability company, hereafter referred to as Grantor.

Lower Willow Creek Irrigation District, hereinafter referred to as Grantee.

2. Ownership of Real Property

Grantor owns and has some right, title, and interest, both legal and equitable, in the real estate on which a particular roadway is located, being legally described as being:

A tract of land located in the SW $\frac{1}{4}$  of Section 1, and the NW $\frac{1}{4}$  of Section 12, Township 9 North, Range 14 West, P.M.M., Granite County, Montana, being more particularly described as Parcel A of Certificate of Survey No. 588.

Grantee is the owner of and has some right, title, and interest, both legal and equitable, in the real estate located to the West of Grantor's property, and being generally described

as containing the Lower Willow Creek Reservoir and the dam or impoundment, and outflow, located in Section 2 and Section 11, Township 9 North, Range 14 West, P.M.M. Granite County, Montana.

3. Purpose

The purpose of creating and granting the access, roadway, and utility easement described below, is to permit the Grantee access, ingress and egress, over and across Grantor's land, and to allow Grantee access to Grantee's land and facilities related to said reservoir, dam or impoundment, and outflow, inclusive of ditches and headgates located on Grantor's land, but not for public ingress and egress.

4. Duration

The Easement created and granted herein shall be perpetual, or until such time as the Owners of the properties described above may elect to amend this Easement in a writing recorded with the Granite County Clerk and Recorder.

5. Description of Easement

Grantor hereby creates and grants, for the benefit of Grantee, a 60 foot wide, non-exclusive private access, roadway, and utility easement over and across the former county road, running generally from Lower Willow Creek Road in a northwesterly and westerly direction to the foot of the Grantee's dam or impoundment. Said roadway is also generally described in that 1967 Granite County Commissioners' Records, Volume 10, Page 615, and shown and depicted on the attached Exhibit 'A.' Grantor also grants to Grantee access, ingress and egress to the ditches and headgates located on Grantor's land that are a part of Grantee's managed water system.

6. Beneficial Interest

The Easement created and granted herein is for the benefit of the Grantee, its heirs, successors and assigns relative to the said land containing the dam or impoundment, and includes the employees, agents, contractors, licensees, and affiliated water users of the Grantee. The easement for utilities is intended to accommodate utilities existing in the easement as of the date of this Agreement.

7. Maintenance

No current nor subsequent Owner shall cause the placement of any structures or other physical improvements which in any way obstruct any portion of the said easement without the prior written consent of the other Owner. Provided, the Grantor is permitted to have a gate at the easement at its junction with Lower Willow Creek Road for livestock and access control. Such gate may be locked only with the consent of the Grantee, and provided Grantee has key or combination to such lock.

No use of the easement by any Owner may materially interfere with the use of the easement by the other Owner. Each Owner agrees to indemnify, hold harmless, and defend the other Owner from any and all liabilities, causes of action, losses, damages, demands and expenses (including, without limitation, attorneys' fees, court costs, and litigation expenses) of any kind or nature arising from the use of the easement by such Owner, or any employee, agent, or independent contractor of such Owner.

Grantor shall generally bear responsibility for any maintenance of the easement roadway to the point it is used for access to improvements and buildings located on Grantor's property. Provided, in the event Grantee makes heavy use of the road for equipment or construction access to Grantee's facilities, Grantee shall be responsible for restoring the entirety of the road to its condition prior to such heavy use. The remainder of the roadway shall be the maintenance obligation of the Grantee, and said roadway shall be kept in a functional condition, but such maintenance does not necessarily require maintenance for all season access. All maintenance activities shall be done in a good and workmanlike manner and conducted in a manner that does not materially interfere with use of or access to Grantor's property. The parties agree to indemnify and hold harmless each other for any liens or liability that may arise from having such maintenance or improvement work done. Each party shall be responsible for the maintenance in good condition of any utilities located within the easement that serve their respective properties.



8. Enforcement

The Owners and their respective heirs, successors, and assigns shall have the right to enforce, by proceedings at law or in equity, the covenants, restrictions and easements imposed by this Agreement, against any person or persons who have violated or who are attempting to violate any of the covenants or restrictions of this Agreement, to enjoin or prevent them from doing so, to cause the violations to be remedied, and/or to recover damages for any violations. Any Owner violating any of the covenants or restrictions of the Agreement shall also be liable for attorney's fees to be fixed by the Court in favor of any party successfully bringing action based on such violation.

9. Binding Affect and to Run With the Land

The Easement created and granted herein is granted for the benefit of the parties stated above, and their heirs, successors, or assigns. In addition, said Easement shall be binding upon the parties hereto, their heirs, successors or assigns, and shall run with the land during its term.

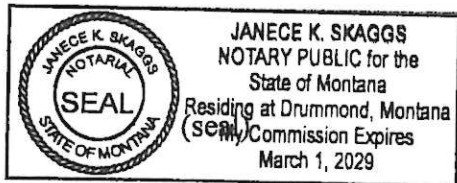
Dated this 15<sup>th</sup> day of April, 2025.

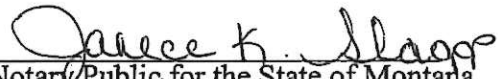
GRANTOR  
BD Land, LLC

  
by: David James Peitz, Manager and Member


STATE OF MONTANA     )  
  ) ss.  
COUNTY OF Granite     )

This instrument was acknowledged before me on the 14 day of April, 2025, by David James Peitz, as Manager and Member of BD Land, LLC.



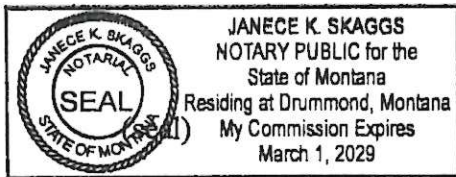
  
Notary Public for the State of Montana  
Residing at: Janece K. Skaggs Drummond  
My Commission Expires: 3/1/2029  
Name Printed: Janece K. Skaggs

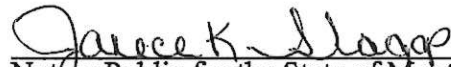
GRANTEE  
Lower Willow Creek Irrigation District

  
by: Rex Radtke, President

STATE OF MONTANA )  
COUNTY OF Granite ) ss.

This instrument was acknowledged before me on the 15 day of April, 2025, by Rex Radtke, as President of the Lower Willow Creek Irrigation District.



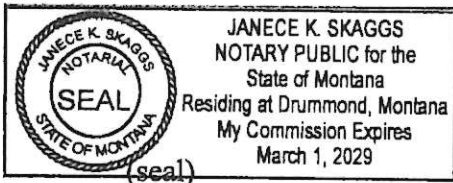
  
Notary Public for the State of Montana  
Residing at: Drummond  
My Commission Expires: 3/1/2029  
Name Printed: Janece K. Skaggs

GRANTEE  
Lower Willow Creek Irrigation District

Daniel C. Hauptman  
by: Dan Hauptman, Vice President

STATE OF MONTANA    )  
                                  ) ss.  
COUNTY OF Granite

This instrument was acknowledged before me on the 15 day of April, 2025, by Dan Hauptman, as Vice President of the Lower Willow Creek Irrigation District.



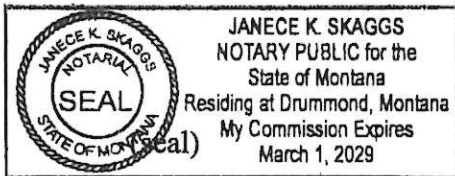
Janece K. Skaggs  
Notary Public for the State of Montana  
Residing at: Drummond  
My Commission Expires: 3/1/2029  
Name Printed: Janece K. Skaggs

GRANTEE  
Lower Willow Creek Irrigation District

*Patricia Bignell*  
by: Patricia Bignell, Secretary

STATE OF MONTANA    )  
                                  ) ss.  
COUNTY OF Granite )

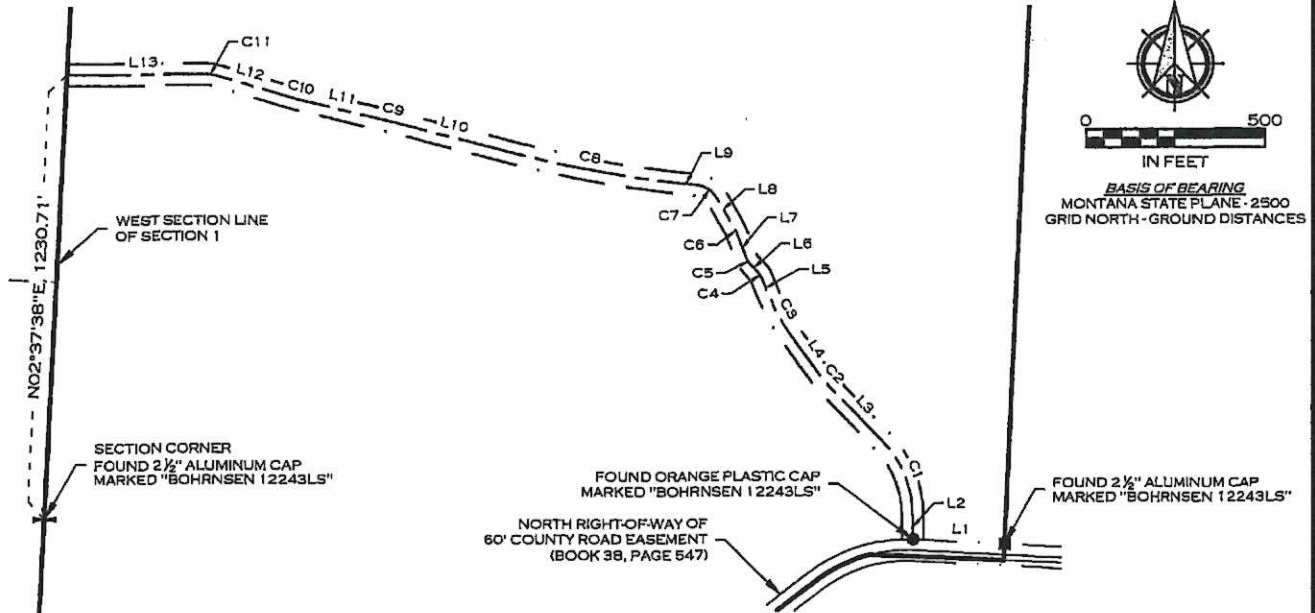
This instrument was acknowledged before me on the 15 day of April, 2025, by Patricia Bignell, as Secretary of the Lower Willow Creek Irrigation District.



*Janece K. Skaggs*  
Notary Public for the State of Montana  
Residing at: Drummond  
My Commission Expires: 3/1/2029  
Name Printed: Janece K. Skaggs

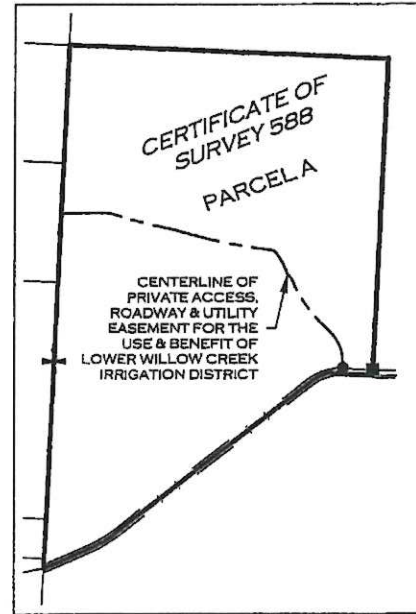
# EXHIBIT 'A'

A 60' PRIVATE ACCESS, ROADWAY & UTILITY EASEMENT ACROSS A PORTION OF PARCEL A OF CERTIFICATE OF SURVEY 588, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 14 WEST, P.M.M., GRANITE COUNTY, MONTANA



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S87°05'26\"E	430.33'
L2	S00°34'55\"E	68.13'
L3	S44°06'04\"E	212.26'
L4	S35°45'02\"E	149.58'
L5	S22°25'00\"E	53.76'
L6	S43°42'59\"E	30.27'
L7	S21°30'21\"E	62.10'
L8	S30°55'27\"E	84.21'
L9	S83°26'27\"E	61.81'
L10	S75°37'35\"E	307.59'
L11	S76°53'02\"E	181.69'
L12	S73°31'07\"E	208.36'
L13	N89°42'29\"E	388.16'

CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C1	300.00'	227.86'	043°31'08\"
C2	250.00'	36.44'	008°21'01\"
C3	500.00'	118.07'	013°31'48\"
C4	50.00'	18.59'	021°17'59\"
C5	50.00'	19.36'	022°12'38\"
C6	250.00'	41.09'	009°25'06\"
C7	75.00'	68.74'	052°31'01\"
C8	3250.00'	443.26'	007°48'52\"
C9	5000.00'	109.73'	001°15'27\"
C10	1000.00'	58.74'	003°21'55\"
C11	75.00'	21.96'	016°46'24\"



VICINITY MAP  
NOT TO SCALE

**NOTE**

- BEARINGS & DISTANCES AND CURVE DATA IS PROVIDED FOR THE CENTERLINE OF THE EASEMENT. EASEMENT SIDELINES TO BE LENGTHENED AND SHORTENED AS NECESSARY TO INTERSECT THE NORTH RIGHT-OF-WAY OF 60' COUNTY ROAD EASEMENT (BOOK 38, PAGE 547) AND THE WEST SECTION LINE OF SECTION 1.

EX-A

1 OF 1

PRIVATE ACCESS, ROADWAY &  
UTILITY EASEMENT

**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**  
233 3RD STREET NW, SUITE 203 - GREAT FALLS, MT 59401 • 406-763-1955  
3800 O'LEARY STREET, SUITE A - MISSOULA, MT 59802 • 406-233-6552  
WWW.WOITHENR.COM

JOB #:	24-021
DRAWN:	CRH
QA:	MDS
DATE:	1/8/2025

**peitz.dave@gmail.com**

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**From:** Zundel, Brent <BZundel@mt.gov>  
**Sent:** Monday, April 7, 2025 4:07 PM  
**To:** peitz.dave@gmail.com  
**Subject:** FW: Lower Willow Creek Dam  
**Attachments:** Evacuation Maps.pdf

Good afternoon, Dave,

Please see the email sent to the directors below.

Thanks,

Brent

---  
**Brent Zundel, PE, CFM**  
406-556-4508  
[BZundel@mt.gov](mailto:BZundel@mt.gov)

**From:** Zundel, Brent  
**Sent:** Monday, April 7, 2025 4:06 PM  
**To:** 'seldomseenmt@gmail.com' <seldomseenmt@gmail.com>; 'pcbignell@gmail.com' <pcbignell@gmail.com>; 'jensenranchco@blackfoot.net' <jensenranchco@blackfoot.net>  
**Cc:** Brugger, Douglas <Douglas.Brugger@mt.gov>; Johnson, Sam <Sam.Johnson@mt.gov>  
**Subject:** Lower Willow Creek Dam

Dear Lower Willow Creek Irrigation District:

DNRC's Dam Safety Program has been asked to weigh in on the public access road near Lower Willow Creek Dam. The Dam Safety Program does not have jurisdiction to make determinations on public road abandonments. However, we are happy to provide information on best practices in the dam safety industry related to owner access to their infrastructure, public access and safety, and downstream development.

1. In order to operate and maintain the dam, Lower Willow Creek Irrigation District needs guaranteed access to the dam and all appurtenant structures. This could be either a public road or an adequate easement that provides access in perpetuity.
2. Dam safety industry best practices include prioritizing both public safety and site security. The ASDSO Dam Safety Toolbox, a national repository of industry standards and guidelines, recommends the following for public safety: "When possible, hazards should be completely mitigated by modifying a dam to completely eliminate the risk to the public. When not possible, mitigation measures can include restrictions to entry (fencing) and signage."

[https://damtoolbox.org/wiki/Public\\_Safety](https://damtoolbox.org/wiki/Public_Safety)

The ASDSO Dam Safety Toolbox acknowledges unique difficulties that dams pose for protecting site security. The Toolbox recommends that dam owners take action to identify, analyze, and communicate risks associated with physical attacks, cybersecurity, and vandalism. They provide links to federal guidelines on site security.

[https://damtoolbox.org/wiki/Site\\_Security](https://damtoolbox.org/wiki/Site_Security)

The ASDSO DamFailures.org website additionally notes that “[s]ite security is a critical aspect of dam safety that shouldn’t be overlooked or disregarded.” They recommend that dam owners incorporate “appropriate security measures” to mitigate against vandalism and other deliberate attacks.

<https://damfailures.org/lessons-learned/site-security-is-critical/>

These best practices include limiting public access to dangerous areas, like fast-moving water and the hydraulic jumps that form on certain spillways. They also include limiting access to portions of the dam that could be damaged, e.g., vehicles driving on the downstream face of an earthen dam.

3. Development within a dam’s inundation area puts human life, physical infrastructure, and economic activity at risk in the unlikely event of a dam failure or significant incident. Additionally, Montana’s dam design standards are risk-based: Dams with higher downstream consequences must be built to withstand larger flood events. Further development within a dam’s inundation area could increase the spillway requirements for a dam in order to be in compliance with Montana Dam Safety standards. Attached to this email are copies of the 2009 evacuation maps for Lower Willow Creek dam.

Please share this information as appropriate and contact me with any questions.

Sincerely,

Brent



**Brent Zundel, PE, CFM** | Civil Engineer, Montana Dam Safety Section Supervisor  
Water Operations Bureau – Dam Safety Program  
Montana Department of Natural Resources and Conservation  
2273 Boot Hill Court, Suite 110, Bozeman, MT 59715  
DESK: 406-556-4508 EMAIL: [BZundel@mt.gov](mailto:BZundel@mt.gov)  
[Website](#) | [Facebook](#) | [X \(Twitter\)](#) | [Instagram](#)