### **Montana Department of Transportation**



Right-of-Way – Great Falls District Office 200 Smelter Avenue NE PO Box 1359 Great Falls MT 59403–1359



To: Brandon Olds, R/W Supervisor

From: Shelly Sien, R/W Specialist

Date: December 2, 2019

Subject: Stockpass Study

STPP 9-2(15)48

North of Augusta - North

UPN 9722000

#### **Purpose of Study**

A stockpass provides convenience and safety to the traveling public and the affected landowner. These benefits must be balanced with the knowledge that the ends of the stockpass, or the guardrail shielding them, inherently are roadside obstacles that are always present, no matter how often the stockpass is used.

This study was prepared in order to determine whether either of two identified structures included in the Location Hydraulic Study Report for the purposed project located on US Hwy 287 in Teton County are currently being used or need to be perpetuated as a stockpass.

The information in the following table was provided in the hydraulic study:

Location (RP)	As-Built Station	Structure Description	Year Built	Orig Project Const.		
51.5	685+80	7' x 6' Stockpass/Drain	1935	FAP 275-A		
53.4	784+83	7' x 6' Stockpass/Drain	1935	FAP 275-A		

#### **General Information**

In addition to the information in the Location Hydraulic Study Report, original project right-of-way plats, right-of-way documentation, and as-builts were researched and utilized for this study. Contact was made with the current landowners and/or lessees to establish use or need for the perpetuation of the stockpasses.

#### Location RP 51.5

Shown in Figure 1A, this location is near RP 51.5 in the NWNW of Section 28 T22N R5W. During Project ID FAP 275-A (R/W Project X399A00), the construction of a stockpass was negotiated with the landowner at that time, John Martin Rose, Parcel 28. This consideration helped settle a severance across a forty-acre tract of land comprised of both rangeland and cultivated land. Provisions for the stockpass were included on Right of Way Deed recorded in Teton County on October 27, 1934 in Book 14 Page 205.

Currently, the property at this location on both sides of the highway is owned by the Hodgskiss family. As shown in Figure 1B, substantial



Figure 1A

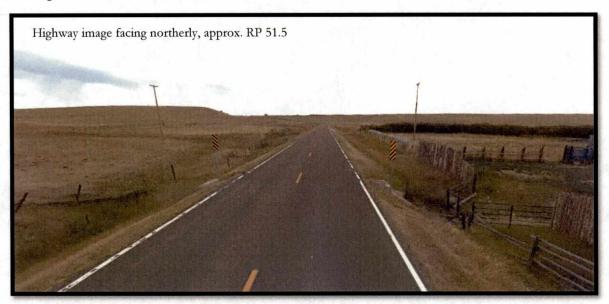
improvements which provide for livestock activity were established in this area. Land use consists of both rangeland east and west of the highway and some alfalfa on the east.



Figure 1B

Operations of the Hodgskiss ranch will rely on the stockpass to move livestock from pasture to pasture. Bill Hodgskiss felt that it would be imperative to perpetuate the stockpass in any reconstruction of the highway.

Bill Hodgskiss 406-781-7849 Ben Hodgskiss 406-590-6430 Bob Hodgskiss 406-467-2022



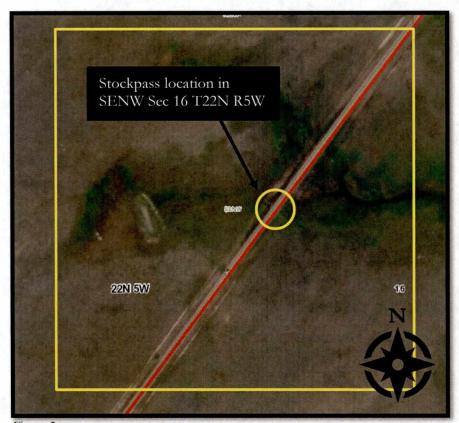


Figure 2

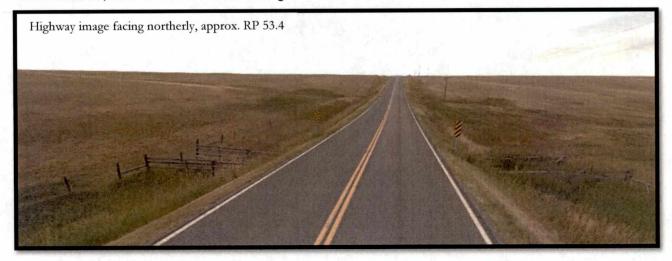
#### Location RP 53.4

Shown in Figure 2, this location is near RP 53.4 in the SENW of Sec 16 T22N R5W. All of Section 16 is under ownership of the State of Montana which encompasses both sides of the highway around this stockpass. In 1934, this parcel was being leased by Ella Murray. At that time, the construction of a stockpass was negotiated during Project ID FAP 275-A (R/W Project No X399A00) Parcel 32. This allowed the lessee to utilize both sides of the highway for grazing purposes by providing an area for livestock to cross. Provisions for the stockpass were included on Right of Way Deed recorded in Teton County on November 24, 1934 in Book 14 Page 253.

Currently, this parcel of State Lands is under a lease with the Gollehon Ranch and has been leased with this same family for many years. Adjacent to the state property, the Gollehon Ranch owns property to the west in Section 17. They currently use the land for grazing purposes, and although they do not let livestock roam freely through the stockpass, they do use it seasonally to move livestock from pasture to pasture.

Wayne & Judy Gollehon 406-466-5610 Brodie Gollehon 406-466-2703

Erik Eneboe, DNRC Conrad Unit Manager 406-505-6001



## State Highway Commission of Montana

Project No.

275-A

County of

TIESTI CRI

Parcel 28 X 399400

#### HIGHWAY RIGHT OF WAY EASEMENT

Know All Men By These Presents:

That WE, JOHN MARTIN ROSE and EISIE ROSE, husbard and wife.

of Choteau, Montana

for, and in consideration of the

A tract of land in the NW4NW & Sec. 28, WaSW & Sec. 21 T. 22 N., R. 5 W., M.P.M., Teton County, Montana, more particularly described as follows:

A strip of land 100 feet wide, being 60 feet wide on the westerly side and 40 feet wide on the easterly side of the following described center line. Beginning at a point on the south line of said Malaway Sec. 28, which said point bears easterly along said south line a distance of 1093.2 feet, more or less, from the southwest corner of said Malaway Sec. 28; themse from the said point of beginning N. 5° 50° Wa, 1329.2 feet to a point; also a strip of land 100 feet wide, being 50 feet wide on each side of the following described denter line; the mes continuing from the last described point N. 5° 50° Wa, 1400.8 feet; themse along a curve to the left of 1432.5 feet radius, 837.1 feet; themse N. 39° 19° Wa, 627.0 feet to a point on the north line of said Wasway Sec. 21, which said point bears easterly along said north line a distance of 122.4 feet, more or less, from the west quarter corner of said Sec. 21, and containing in all 9.64 acres, more or less.

As a further consideration for the granting of said easement the State of Montana hereby agrees that a stock-pass will be installed at survey station 685+80, and farm crossings will be constructed at stations 684+00 and 691+00.

 It is further agreed between the parties hereto, for the consideration hereinbefore mentioned, that the undersigned shall build or reset any fence along the right of way herein described as has been heretofore agreed upon.

TO HAVE AND TO HOLD all of the above described and conveyed property unto the State of Montana, and its successor or successors in interest as long as the same is used as a public highway.

IN WITNESS WHEREOF we have hereunto subscribed our names this 22nd day of A. D. 1934. John Martin Rose John Mertin Rose Elsie Rose Elsie Rose day of..... A. D. 1934 before me. George Coffey a Notary Public in and for the State of ..... MONTANA ... personally appeared John Mertin Rose and Elsie Rose, husband and wife known to me to be the person... whose name... ....subscribed to the within instrument and they acknowledged to me that ..... .. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written. George Coffey Notary Public for the State of .... Mon tena. Notarial Seal. Residing at ... Cho teau, Mon ta ma. (SEAL) My Commission expires. Dec. 28, 1936

Original deed filed with the Secretary

Froject No.)

HIGHWAY RIGHT OF WAY
FASEMENT

JOHN MARTIN ROSE

TO

STATE OF MONTANA

Recording No. 154.08

Recording No. 154.08

Recording No. 154.08

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(4) Bank's address Cotton tone James

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PLEASE SIGN HERE

# State Highway Commission of Montana

PROH 1 No. 275-4

COUNTY OF

In hand paid by the state of Montana, and other goes and valuable considerations, the receipt whereof is hereby acknowledges, he there presents, grant unto the State of Montana, for the period of and grant the sale and exclusive option of purchasing from the embersigned a perpetual action at right of way for State Highway purposes over and across the land described on the reverse of soil casement for and right of way to be the sum of \$ 500.  The purchase price of said casement for said right of way to be the sum of \$ 500.  As a further consideration for the granting of said casement the State of Montana hereby agrees the atook—page vill be fastalled at purpose states. Consideration (Consideration Consideration Consideration Consideration for the granting of said casement the State of Montana hereby agrees the atook—page vill be fastalled at purpose states (Consideration Consideration C							
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Notary Public in and for the State of	County of		<u></u> }	0.	0		
nown to me to be the persons, whose names. By subscribed to the within instrument and knowledged to me that executed the same IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year this certificate first above written.	On this 1374	ay of area A. D.	19.3% before m	Level	170	5/_	
in own to me to be the persons, whose names are subscribed to the within instrument and knowledged to me that executed the same in WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year this certificate first above written.	The same of the sa						peared
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year this certificate first above written.	JOH BE	STEE BESS ALL FLATE	BORE, braber	म क्या स्टार्ट			
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year this certificate first above written.			da.				
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year this certificate first above written.		The second secon	The second secon	subscribed to			
this certificate first above written.	•			7			
/ ceorge offer			set my hand and	affixed my Not	rial Seal ti	e day and	d <del>yea</del> r
Notarial Scal. Notary Public for the State of Mantage	in this certificate first a	bove written.	16	orgeli	then		
HOURTY PHILIP THE SERIE OF		Notarial Scal.	Note:	blic for the State	. Mari	AD0	
			Notaty Pe	The State	مــَــــــــــــــــــــــــــــــــــ	20	— <u> </u>

ATIGHT OF AY APPLICATION NO. 2653
AFFECTING THE WE, WINE SEC. 16,
TWP. 22N, RGE. 5W.
PROJECT NO. 275-A.

Form R. 48-1500-7-33.

. 12-

No. D-2078

Pareel 32 x 399 A00

### RIGHT OF WAY DEED

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

To All To Whom These Presents Shall Come:	
Know ye that the State of Montana, in consideration of the sum of	· # •
Dolla	rs
now paid, grants toTHE STATE HIGH AY COMMISSION OF THE STATE OF MONTANA	
right of way for a	
pon and across state lands, as follows:	
A tract of land in the Wa and the Wanki of Section 16, T. 22N., R. 5W., M.P.M., Teton county, Montana, more particularly described as follows:	

A strip of land 100 feet wide, being 50 feet wide on each side of the following described center line: Beginning at a point on the west line of said Section 16, which said point bears sortherly along said west line a distance of 140.7 feet, more or less, from the southwest corner of said Section 16; thence from the said point of beginning along a curve to the right of 2865.0 feet radius, 950.0 feet; thence N. 36° 31° E., 5316.5 feet to a point on the north line of said Section 16, which said point bears easterly along said north line a distance of 983.3 feet, more or less, from the north quarter corner of said Section 16, and containing in all 14.39 acres, more or less.

It is further provided that a stock pass is to be constructed at Station 765  $\neq$  20 in the SELIW2 of the section.

It is further Provided that whenever said lands herein granted as a right of way shall coase to be used for such purpose, the same shall revert to the state upon notice to that effect being given to the said grantee named herein.

P. H. COOMEY

Governor of the State of Montana

ATTEST:

CAM W. LITCHELL

Secretary of State

Countersigned by

Commissioner of State Lands and Investments

שנישו שו ביד יחדורי די זער מסחדם

Project Mo. 275-4

BIOR OF THE PER

STATE OF MUSTAFA

TO

State Highway Commission (2853)

Project No. 275-A

RIGHT OF WAY DEED

STATE OF MONTANA

TO

State Highway Commission (2653)

VOLUME 14 RECORD OF DEXAGON DEVENDENCE 24, 1934

ON DOVERNMEN 24, 1934

ORIGINAL FILED WITH SECRETARY
ON SEATE ON ACCC, 22, 1934

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