

After recording, please return to:

Montana Fish, Wildlife and Parks
Land & Water Unit
PO Box 200701
Helena, MT 59620-0701

DEED OF RECREATION EASEMENT FOR BOAT RAMP

DATE OF GRANT

1 This Deed of Easement ("Easement") is hereby granted on the ____ day of _____, 2026.

PARTIES

2 The Easement is granted by:

Miles City, a municipal corporation ("the City")
City Hall, 17 S. 8th St.
Miles City, MT 59301

to:

Montana Fish, Wildlife & Parks ("the Department")
420 East Sixth Avenue
P.O. Box 200701
Helena, Montana 59620-0701

PROPERTY DESCRIPTION

3 The City is the sole owner of certain real property in Custer County, Montana, which includes property on the Yellowstone River located at 67 Water Plant Rd, Miles City, MT 59301.

- 4 The boat ramp is legally described in Exhibit A and visually depicted in Exhibit B, both of which are attached hereto and incorporated herein.

EXHIBITS

- 5 Exhibits to this Easement include the following:
- Exhibit A – Legal Description of the Boat Ramp**
 - Exhibit B – Location of the Boat Ramp**
 - Exhibit C – Memorandum of Understanding**

RECITALS

- 6 The people of the State of Montana recognize the benefits of protecting forest land, watersheds, riparian corridors and conserving open space that provides habitat for native fish, wildlife, and plant communities, while simultaneously working with neighboring landowners.
- 7 The City and the Department agree that a boat ramp should be constructed, managed and maintained on the property identified in this Easement.

GRANT OF EASEMENT

- 8 In further consideration of the recitals, mutual covenants, and terms contained in this Easement; and pursuant to the laws of the State of Montana; the City grants and conveys to the Department an easement in perpetuity consisting of the herein enumerated rights and restrictions relating to the boat ramp.
- 9 The Easement is located on the City's property described as follows:
- See Exhibit A attached hereto.**
- 10 This Easement grants the Department the right to construct, maintain, and manage a boat ramp located on said property.

EASEMENT TERMS

- 11 The following rights are conveyed by this Easement:
- 11.1 The right for the public to cross city property to use the boat ramp for access to the Yellowstone River.
 - 11.2 The right for the department to cross city property to construct, maintain, and manage the boat ramp.
 - 11.3 The right to place and maintain vault toilets which are being installed as part of the overall project.
- 12 This easement incorporates the terms of the Memorandum of Understanding entered into between the City, the Department, and Walleyes Unlimited, a non-profit organization, which was adopted by Resolution No. 4561 by the City council of Miles City, on May 28, 2024, and is attached as Exhibit C.

- 13 The Department agrees that the Easement will terminate and the property rights herein granted will revert to Miles City if the easement area fails to be used as a Fishing Access Site (FAS) for a period of 5 consecutive years.

COMMUNICATION

PARTY CONTACTS

- 14 Communications should be addressed as follows:

To City: **Mayor of Miles City**
City Hall
17 S. 8th St.
Miles City, MT 59301

To Department: **Region 7 Supervisor**
Montana Fish, Wildlife & Parks
352 1-94 Business Loop
Miles City, MT 59301

- 15 A Party may designate an alternative contact via written notice to the other Parties.

ASSIGNMENT

- 16 This Easement may not be transferred or assigned.

AMENDMENT

- 17 If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the City and the Department are free to jointly amend this Easement.

RECORDING

- 18 Department shall record this Easement in the official records of Custer County, Montana, and return a copy to the City.

SIGNATURE AND ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the City and the Department have set their hands on the day and year first above written.

City of Miles City

By: _____
Chris Grenz, Mayor

Attest: (SEAL OF CITY)

Mary Rowe, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Beginning at the westerly corner of Tract A and Tract B, Document No. 20604, said point being the POINT OF BEGINNING, which bears N64°07'51"W, a distance of 1562.61 feet from the quarter corner of Sections 32 & 33, Township 8 North, Range 47 East, P.M.M.; thence from said POINT OF BEGINNING, S29°12'13"W, a distance of 185.00 feet; thence N48°50'20"W, a distance of 183.00 feet; thence N72°28'07"W, a distance of 50.00 feet; thence N49°51' 36"W, a distance of 55.00 feet; thence N43°15'07"W, a distance of 75.13 feet, to the meander line of the Yellowstone River; thence N5°44'28"E, along said meander line, a distance of 72.15 feet; thence N64°32'31"E, along said meander line, a distance of 55.40 feet; thence N46°47'01"E, along said meander line, a distance of 24.13 feet; thence leaving said meander line, S59°34' 43"E, a distance of 69.57 feet; thence S59°34' 43"E, a distance of 87.59 feet; thence S59°25'45"E, a distance of 120.55 feet, more or less, to the POINT OF BEGINNING. Containing 1.177 acres, more or less.

END OF EXHIBIT A

EXHIBIT B

LOCATION OF BOAT RAMP



END OF EXHIBIT B

EXHIBIT C

RESOLUTION NO. 4561

**A RESOLUTION APPROVING A MOU BETWEEN THE CITY OF MILES CITY,
WALLEYES UNLIMITED, AND THE MONTANA DEPARTMENT OF FISH
WILDLIFE & PARKS.**

WHEREAS, the City of Miles City owns property along the Yellowstone River, and intends to donate the same to the Montana Department of Fish Wildlife and Parks following their development of the property as a new boat ramp and access to the Yellowstone River, and the City agrees to the placement and maintenance of vault toilets which is being installed as part of said overall project;

AND WHEREAS the City has been presented with a memorandum of understanding setting forth the agreements of the parties to said project;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MILES CITY, MONTANA AS FOLLOWS:**


1. The document titled "Memorandum of Understanding: Miles City Boat Ramp F.A.S.", attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by the City Council of the City of Miles City. As the MOU calls for the City to donate this property to FWP, and as donations of City property requires a two-thirds vote of the Council, this Resolution shall require a two-thirds vote of the Council to be approved.

2. The Mayor of the City of Miles City is hereby authorized and empowered to execute the same, and to bind the City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A TWO THIRDS
VOTE OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS
28th DAY OF MAY, 2024.**


Dwayne Andrews, Council President

ATTEST:


Mary Rowe, City Clerk

MEMORANDUM OF UNDERSTANDING:
MILES CITY BOAT RAMP F.A.S.



FWP MT GOV

THE **OUTSIDE** IS IN US ALL

MEMORANDUM OF UNDERSTANDING:
MILES CITY BOAT RAMP F.A.S.

This Memorandum of Understanding ("MOU") is by and between:

The Department of Fish, Wildlife, And Parks
A Department of the State of Montana
1420 East Sixth Ave., PO Box 200701, Helena, MT 59601-0701
("FWP")

and:

The City of Miles City
A Montana Municipality
PO Box 910
17 S 8th Street
Miles City, MT 59301
("the City")

and:

Walleyes Unlimited
A Nonprofit Organization
PO Box 725
Miles City, MT 59301
("WU")

Each of the above may be referred to individually as a "Party" and collectively as "the Parties."

PURPOSE

The purpose of this MOU is to establish a framework for cooperation and sharing of costs and responsibilities among the Parties for the construction, maintenance, and collaborative management of the proposed Miles City Boat Ramp Fishing Access Site (FAS) including parking, boat launch, and vault toilet shown in Exhibit A.

Now, in mutual consideration of the promises and contingencies set forth herein, the Parties agree as follows:

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MEMORANDUM OF UNDERSTANDING:
MILES CITY BOAT RAMP F.A.S.

TERMS AND CONDITIONS

DESCRIPTION OF PROPERTY

- 1 The proposed FAS is to be located on Water Plant Road in Miles City, Montana, on the bank of the Yellowstone River as shown in Exhibit A on page 6 of this MOU.

FWP RESPONSIBILITIES

- 2 FWP will develop site plans with input from the City and WU.
- 3 FWP will accept fee title to the land after the agreed upon site preparation is completed.
- 4 FWP will design, construct, and maintain a boat ramp.
- 5 FWP will design and construct the parking lot with WU support.
- 6 FWP will provide recognition of project support from the City and WU.
- 7 FWP will enforce rules, regulations, and laws within the scope of its warden's authority at the FAS.
- 8 FWP shall provide routine maintenance at the FAS, including garbage pickup and signage.

MILES CITY RESPONSIBILITIES

- 9 The City will allow WU to commence site preparation.
- 10 The City, or its designee, will donate the land to FWP after the agreed upon site preparation is complete.
- 11 The City will maintain the new vault toilet to be provided by WU. The toilet will be located between Stanly Field and the boat ramp.

WALLEYES UNLIMITED RESPONSIBILITIES

- 12 WU shall provide a new vault toilet for use by the visitors to Stanly Field and the boat ramp. Location of the toilet will be determined by FWP, the City, and WU.
- 13 WU will assist FWP in construction of the parking lot.
- 14 WU will perform basic vegetation management, adjust grade, and build the fence per the site plan.

PERMITS

- 15 All parties will work together to secure the needed permits for the design, construction, and maintenance of the proposed FAS.

MODIFICATION

- 16 Modifications within the scope of the MOU shall be made by mutual, written consent of the parties.

TO EACH THEIR OWN

- 17 The respective Parties to this MOU will handle their own activities and utilize their own resources, including expenditure of their own funds, in completing their tasks.
- 18 Each party will carry out its separate tasks in a coordinated and mutually beneficial manner.

MEMORANDUM OF UNDERSTANDING:
MILES CITY BOAT RAMP F.A.S.

DURATION

- 19 This MOU shall be in effect for five years from its execution by all Parties. Modifications to the duration of the MOU shall be made by mutual, written consent of the parties.

AUTHORIZED REPRESENTATIVES

- 20 Individuals executing this MOU hereby signify that such entity or individual has the full right and authority to enter into this MOU.

LIABILITIES

- 21 To the extent authorized by the laws of the State of Montana, the City shall indemnify and hold FWP, its agents, and employees harmless from and against any and all claims, demands, or actions for damages that directly or indirectly result from any negligent act or omission of the City, its agents, or employees, pertaining to its activities and obligations under this MOU.
- 22 To the extent authorized by the laws of the State of Montana, FWP shall indemnify and hold the City and WU, their agents, and employees harmless against any and all claims, demands, or actions for damages that directly or indirectly result from any negligent act or omission of FWP, its agents, or employees, pertaining to its activities and obligations under this MOU.

-Signature Page Follows-

MEMORANDUM OF UNDERSTANDING:
MILES CITY HOAT RAMP E.A.S.

SIGNATURES:

CITY OF MILES CITY, MONTANA

By: *Dwayne Andrews*
Dwayne Andrews Miles City Mayor

Date: 5/20/24

MONTANA DEPARTMENT OF
FISH, WILDLIFE & PARKS

By: *Anne Marie Johnson*
Anne Marie Johnson FWP Land Agent

Date: 6/3/24

WALLEYES UNLIMITED

By: *Ramon Dyba*
Ramon Dyba President MC
Chapter of WU

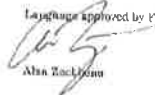
Date: 5-17-24

MEMORANDUM OF UNDERSTANDING:
MILES CITY BOAT RAMP F.A.S.

WALLEYES UNLIMITED

By: 
Tyler Trovati Vice President MC
Chapter of WU

Date: 5-17-2024


Alan Zachary
6-5-24
Date

MEMORANDUM OF UNDERSTANDING:
MILES CITY BOAT RAMP F.A.S.

EXHIBIT A: MAP OF PROPOSED F.A.S.

