



**LINCOLN GOVERNMENT DAY**  
**April 5, 2024 - 10:30 AM**  
**Lincoln Library Conference Rm, Lincoln, MT**

**AGENDA**

1. Pledge of Allegiance
2. Introductions
3. Reports
  - a. Sheriff
  - b. Community Council
  - c. Forest Service
  - d. Public Works Reports
  - e. Public Health Reports
4. Other Business
  - Montana Department of Transportation Lincoln Area Projects Update.
  - Tri-County Fire Safe Working Group Presentation.
  - Lease Agreement Between Lewis and Clark County and Chris J. and Kimberly A. Castagne. (Jenny Chambers)
5. Next Meeting
  - May 3, 2024
6. Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above
7. Adjourn

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**ADA NOTICE**

Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- (406)-447-8316
- [kgrose@cccountymt.gov](mailto:kgrose@cccountymt.gov)

- TTY Relay Service 1-800-253-4091 or 711
- 316 N Park, Room 303





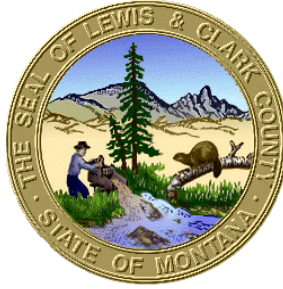


**ATTACHMENTS:**

Description	Type
▣ Staff Memo	Attachment
▣ Lease Agreement	Agreement

Jenny Chambers  
Public Works Director

(406) 447-8036 Desk



3402 Cooney Drive  
Helena, Montana 59602

jchambers@lccountymt.gov

# LEWIS AND CLARK COUNTY

## Public Works Department

DATE: April 5, 2024

TO: Board of County Commissioners

FROM: Jenny Chambers, Director

RE: Lease Agreement

This agreement is between Chris and Kimberley Castagne and Lewis and Clark County to lease a portion of the parcel of land located adjacent to the Lincoln Road Department County Shop.

A portion of the land will be used for the sole purpose of material and equipment storage. The agreement outlines requirements and conditions that must be followed for use of the property, including an annual lease payment of one thousand dollars (\$1000.00) each year as a land use fee and other specific site use conditions.

This agreement is effective upon the date of the last party's signature and automatically renews each year until December 31, 2034. The agreement may be terminated or cancelled at any time by either party upon giving sixty days written notice.

Staff recommends approval of the lease agreement with Chris and Kimberley Castagne to use a portion of their land located adjacent to the Lincoln Road Department County Shop.

## LEWIS AND CLARK COUNTY LEASE AGREEMENT

**THIS LEASE AND USE AGREEMENT** ("Agreement") is made and entered into by and between Chris J. and Kimberley A. Castagne ("Lessor"), with an address of PO Box 274, Lincoln, Montana 59639-0274 and Lewis and Clark County (collectively, "Lessee"), with an address of 316 N. Park Avenue, Helena, Montana 59623.

Lessor grants the Lessee permission to use a portion of the parcel of land located at: *S24, T14 N, R09W, TR A.*

Lessee is the owner of that certain real property legally described in **Exhibit A** hereby attached and incorporated by reference (the "Property"); and

The portion of the property permitted for use is granted for the sole purpose of using as a material and equipment storage area, including a storage shelter. The portion of the property is indicated on **Exhibit B**.

This agreement supersedes any prior agreements and land leases for Property or portion of properties, including any previous agreements that authorized the use of any portion of the adjacent property located adjacent to the Lincoln County Shop at SW1/4 SW1/4, Section 19, T14N, R9W.

**THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which consideration is hereby mutually acknowledged, and the other promises, covenants and agreements hereinafter set forth and in furtherance of the understanding of the parties, it is hereby agreed as follows:

### PROPERTY AGREEMENT

Subject to the terms of this Agreement, commencing upon the date of execution of the agreement and automatically renewing each year until December 31, 2034. The Agreement may be terminated or cancelled at any time by either the Lessor or Lessee upon giving sixty days written notice to the designated liaison. On termination, cancellation, or expiration of the Agreement the Lessee will remove within six months all improvements placed upon the property and leave the premises in a neat and orderly condition. In the event any improvements remain on the property after six months of the lease's expiration, the improvements will be property of the lessee.

This Agreement is granted subject to the following conditions:

1. Lessee will pay the Lessor One Thousand Dollars and no cents (\$1,000.00) each year as a land use fee. The Lessor shall send an invoice or bill to the Lessee once a year on January 1 of each year for the land use fee.
2. The Lessee's use of the land described in Exhibit A and depicted in Exhibit B shall in no way interfere with the Lessor's use of the land.
3. Lessee will maintain the premises in neat and orderly condition and properly disposing of refuse.
  - a. Lessee clean-up to include removal and proper disposal of the old loading dock, removal, and proper disposal of the existing wire fence, and leveling out the land; remove other remaining items from the Section 19 property; and revegetate using native seed mix to repair the ground disturbance.



- b. Repair or construct new fences on the Eastside and Northside of the property to delineate the area for use. Fence should allow for safe and easy passage of wildlife and not obstruct views. The use of barbwire is prohibited. The new fence will consist of three strand smooth wire with metal T-posts. Corner braces of the fence will be treated wood posts. Approximately 850 lineal feet of new fencing will be installed.
  - c. Lessee will limit vehicle and equipment parking and storage and traffic control storage to the area closest to the Lewis and Clark County shop and storage shelters. This will also include any stockpiles of concrete, plastic, culverts, or other metal items. The northern portion of the lease area will be used for storage of sand, gravel, millings, rip-rap rocks, or other road surface material.
- 4. Lessee will not use the premises for any disorderly or unlawful purposes, and any such use will immediately cause the Lessor to revoke this Agreement.
- 5. Lessee will reimburse Lessor for any damage that may result from disorderly or unlawful purpose caused by Lessee. Lessee will repair damage, other than ordinary wear and tear, including damage to roads and trails on Lessor's property that may be caused in the exercise of the use granted by the lease.
- 6. The Lessee must obtain written permission from the Lessor to cut any trees or shrubs.
- 7. No building structures are allowed except those already on the property. No new construction, alterations, or additions to existing structures shall be made without Lessor's written approval of the locations, plans, and specifications.
  - a. A portion of the County shop and a separate storage building are the existing structures located on a portion of SE1/4 Section 24m T14N, R9W Tract A parcel.
- 8. Lessee shall maintain the structures in a neat, orderly, and sanitary condition. If structures are stained or painted, only subdued colors pre- approved by the Lessor shall be used.
- 9. The lease conveys no water rights to the Lessee.
- 10. Lessee shall manage all noxious weeds on the property.
- 11. Lessor reserves, at all times, a superior and dominant easement over and across the property portions for the purpose of ingress and egress and the conduct of Lessor.
- 12. This lease is not assignable, in whole or in part, nor is the Lessee authorized to sublease any portion of the premises, except with the written consent of Lessor.
- 13. In the event Lessor consents to an assignment or transfer of Lessee's rights hereunder, a transfer equal to one year's land use fee shall be paid to Lessor, prior to the approval of the assignment or transfer.
- 14. Lessee waives all claims and recourse against Lessor including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the leasing of the property described by this agreement except for liability arising out of the concurrent or sole negligence of the Lessee or their officers, agents, or employees. Further, the Lessee will indemnify, hold harmless, and defend Lessor against any claims, demands, damages, costs, expenses, or liability arising out of the Lessee's negligent performance of this lease except for liability arising out of the concurrent or sole negligence of the Lessor of their officers, agents, or employees.

## COVENANTS

Lessee shall always comply with all present and future laws, regulations, rules and directives of any association, or any governmental authority that have application to the Property, and/or the Temporary Use which shall include, without limitation, obtaining any and all necessary governmental permits and/or approvals. Lessee shall be responsible for all the acts and activities of any use occurring by it or anyone with whom it is working. Lessee shall not store, use or dispose of any toxic waste and hazardous



substances on the Property. Lessee shall not dispose of or allow the leakage of any petroleum products on the Property.

Lessee shall compel its agents, tenants, contractors, subcontractors, licensees, employees, or anyone else on behalf of Lessee to comply with the provisions of this Agreement. The breach of such provision by Lessee's tenants, agents, contractors, subcontractors, licensees, employees, or anyone else on behalf of Lessee, shall be deemed a breach by Lessee.

**LIAISON:** Lessee's designated liaison is Chris Castagne, at 406-465-8508. Lessor's designated liaison with the County is Jenny Chambers, Public Works Director, or her designee at 406-447-8036.

**MODIFICATION AND ASSIGNABILITY OF AGREEMENT:** This Agreement may not be enlarged, modified, or altered except upon written agreement signed by both parties hereto. The Lessee may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of the Grantor. Any subcontractor or assignee will be bound by all the terms and conditions of this contract.

**INDEMNIFICATION:** The Lessee and the Lessor shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses, including reasonable attorneys' fees, related to or arising out of their respective intentional malfeasance or negligent performances in connection with the work described in this Agreement.

**PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE:** Performance of this Agreement is in Lewis and Clark County of Montana and venue for any litigation arising from performance is the 1<sup>st</sup> Judicial District in and for the County of Lewis and Clark, State of Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

**ATTORNEY FEES:** Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.



IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement as of the day and year first above written.

LESSEE:

Date: \_\_\_\_\_

\_\_\_\_\_  
Andy Hunthausen, Chair  
Board of County Commissioners  
Lewis and Clark County

ATTEST:

\_\_\_\_\_  
Amy Reeves, Clerk and Recorder

(Seal)

LESSOR:

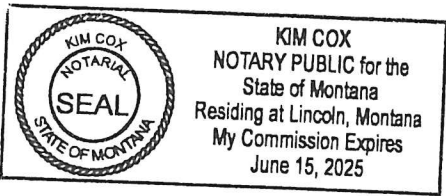
Date: March 11, 2024  
Chris Castagne  
Chris Castagne

State of Montana  
County of Lewis & Clark

This instrument was acknowledged before me  
on 03/11/2024 [date] by Chris Castagne.

Kim Cox  
(Signature of notarial officer)

(Seal)









# Exhibit B

