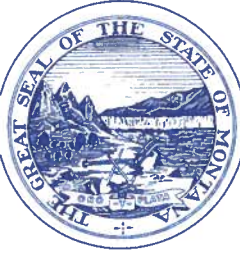


# DEPARTMENT OF MILITARY AFFAIRS



STEVE BULLOCK  
GOVERNOR

ARMED FORCES RESERVE CENTER  
1956 MT MAJO STREET

STATE OF MONTANA

OFFICE OF THE ADJUTANT GENERAL  
MAJOR GENERAL MATTHEW T. QUINN  
(406) 324-3010 - FAX (406) 324-4800

PO BOX 4789  
FORT HARRISON, MONTANA 59636-4789

DATE: October 20, 2015

TO: Susan Byorth Fox, Executive Director, Montana Legislative Services

SUBJECT: Request to be on the Legislative Council Agenda to request permission to sell Chinook  
"Armory and Maintenance Shop to Blaine County

The Department of Military Affairs (DMA) has an Armory located in Chinook Montana. We no longer have a use for the old facility and have been approached by Blaine County to purchase the facility for use as Classroom space.

The Appraised Value of the Chinook Armory and Maintenance Shop is \$380,000. Blaine County has agreed to purchase the facility and are hoping to close on the property by the end of March.

DMA's intent is to go to the Land Board in December to make the request to sell the Chinook Armory and Maintenance Shop to Blaine County.

### **What Lands are involved?**

The Chinook Armory is located in Chinook, Montana. The Armory sits on 5.12 acres and includes a field maintenance shop as well as several out buildings. The buildings have office areas, a kitchen, storage areas, a walk in vault and a large shop or warehouse area and a maintenance building.

### **Are there restrictions on the transfer?**

Yes, Blaine County is a Public entity under section 77-2-351 the property at transfer will be (deed restricted) with a binding commitment to use the property to provide a community service or a benefit that fulfills a public service.

### **Are the terms of the transfer in the best interest of the State?**

Terms of the transfer: Blaine will purchase the Property for \$380,000. and use the facility for office space and as a maintenance shop.

The facility will be used for a public purpose.

### **Is the Manner of the transfer in accordance with public policy?**

Yes the transfer will be in accordance with Public Policy.

DMA's intent is to go to the Land Board in December to make the request to sell the Chinook Property to Blaine County. The Buy Sell agreement is currently being drafted and the closing date will be at the end of March. The closing date will be well beyond the 60 day notice period.

Enclosed for you review are: Deed to the property (Affidavit of ownership), plat of the Armory Site (Survey), aerial site location map, and picture of the facility.

Please let me know the time and location of the meeting and I will be there to answer any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra LaFontaine". The signature is fluid and cursive, with the first name "Debra" being more prominent than the last name "LaFontaine".

Debra LaFontaine  
Plans and Programs Branch Manager  
Construction and Facilities Management Office  
Department of Military Affairs

WARRANTY DEED—Short Form

THIS INDENTURE, Made the 15th day of July, A. D. one thousand nine hundred and fifty-seven, between UELL J. RHEA and ESTHER RHEA, his wife,

of Chinook, Montana parties of the FIRST PART, and THE STATE OF MONTANA of Helena, Montana, the party of the SECOND PART.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of (\$ 1.00), One and no/100 Dollars lawful money of the United States of America to them in hand paid by said part Y of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey, warrant and confirm unto the said part Y of the second part, and to its successors and assigns forever, the hereinafter described real estate, situated in the County of Blaine and State of Montana, to-wit:

A Tract of land lying and being in the NW1/4 of Section 26, Township 33 North, Range 19 East, M. M., and more particularly described as follows:

Commencing at a point on the northern boundary of eighth street where it is crossed by the section line between Sections 26 and 27 of Township 33 North, Range 19 East, then proceeding along said section boundary line northerly and across the County Road, known as the Dike Road, to a point where said section line crosses the northern boundary of said road, thence in a general easterly direction along the northern boundary of the right-of-way of said Dike Road and to a point where such boundary crosses the right-of-way of the Great Northern Railway Company for its spur track, thence in a general southerly direction and following the western boundary of said Great Northern right-of-way to a point where it crosses said northern boundary of eighth street of the City of Chinook, thence following along the boundary of said eighth street to the point of beginning and enclosing an area of 5.69 acres, less County Road right-of-way;

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 parties 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 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 parties of the first part, and their heirs, 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 part Y of the second part, its successors and assigns, against the acts and deeds of the said parties of the first part, and all and every person and persons whomsoever lawfully claiming or to claim the same.

This conveyance is made to the Second Party for the sole purpose of constructing an Armory thereon and in case construction of the same is not commenced within a period of 5 years from the date hereof, title to the property shall revert to the Parties of the First Part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals of the day and year first hereinbefore written.

Signed, Sealed and Delivered in the Presence of

Uell J. Rhea (SEAL)
Esther Rhea (SEAL)

STATE OF MONTANA, ss. County of Blaine

On this 15th day of July, in the year 1957 before me Harry L. Burns, a Notary Public for the State of Montana, personally appeared UELL RHEA and ESTHER RHEA, his wife,

known to me (or proved to me on the oath of)

to be the person whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.

Notary Public for the State of Montana
Residing at Chinook, Montana My Commission expires January 14, 1959.

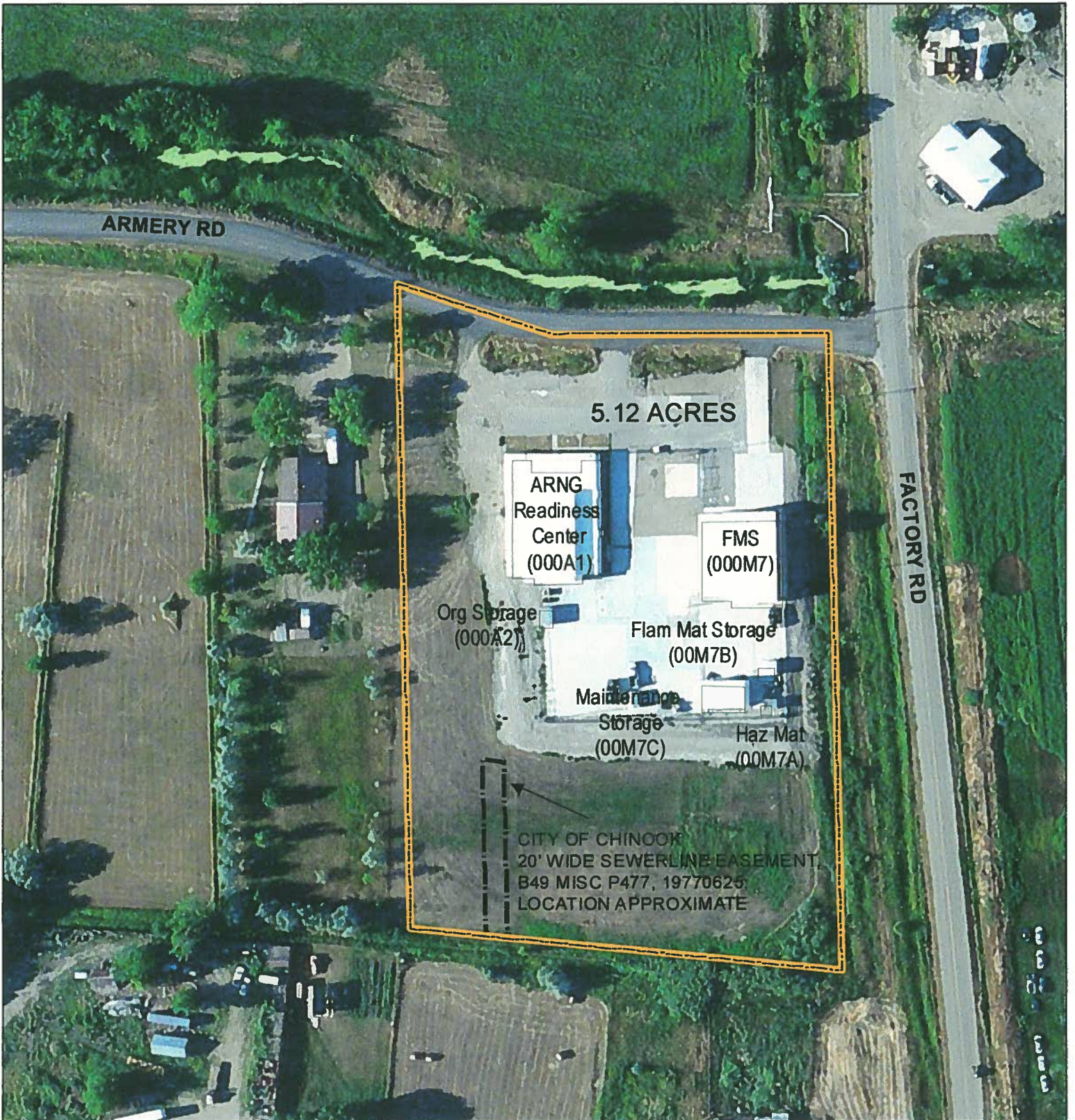






Montana Army National Guard  
Chinook Readiness Center and FMS-7 (30A30)

 Installation Area  
 Easements



Address: 735 7th St East, Chinook MT 59523  
Parcel ID: 24-4554-26-3-02-02-0000

0 50 100 200 Feet

