

WARRANTY DEED

This Deed, made this _____ day of _____, 2017, in consideration of \$4,200.00 (four thousand two hundred dollars) paid by the **City of Billings**, the receipt of which is acknowledged, **witnesses that**,

Judith J. Wallinder Revocable Trust
3330 4th Avenue North
Billings, MT 59101

DB Squared, LLC
2047 Broadwater Avenue, Suite 1
Billings, MT 59102

(Grantors) do hereby **grant, warrant, sell, bargain and convey** to the **City of Billings (Grantee)**, a political subdivision of the State of Montana, 210 North 27th Street, Billings, MT 59103, the following described real property:

A tract of land situated in Lots 13 – 17, Block 50 of Billings Original Townsite, Document No. 16312, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Commencing at the northeast corner of Lot 13, Block 50 of said Billings Original Townsite; thence S 55° 23' 30" W for a distance of 35.68 feet to the True Point Of Beginning; thence S 27° 32' 30" W for a distance of 38.70 feet; thence S 00° 22' 00" E for a distance of 122.81 feet; thence S 34° 36' 30" E for a distance of 5.40 feet; thence S 55° 23' 30" W for a distance of 1.00 feet; thence 34 36' 30" W for a distance of 5.70 feet; thence N 00° 22' 00" W for a distance of 144.31 feet; thence N 55° 23' 30" E for a distance of 23.12 feet to the Point of Beginning. Said tract of land containing 348 square feet, more or less.

As shown by Exhibit "A", attached hereto and made part hereof.

Purpose of Acquisition is to create a right-of way parcel for construction and use of public road, utility and related appurtenant structures, pursuant to §76-3-201(1)(h), MCA, as a division of land that creates rights-of-way or utility sites.

Excepting and reserving to Grantors, however, all gas and oil, hydrocarbons and any other materials, beneath the surface of the above described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right the

surface thereof shall not be disturbed, interfered with or damaged. This reservations does not include sand, gravel and other road building materials, which are conveyed by this Deed.

Further excepting and reserving unto the **Grantors**, their successors and assigns all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia of water, water right and ditch ownership, or any interest therein appurtenant to the land described therein, save and except groundwater for the use, benefit and purposes of the **Grantee**.

Grantors further expressly waive and relinquish all rights, as owners or successors in interest provided under law, for any preference to repurchase all or a portion of this property should it be determined no longer to be necessary for **Grantee's** purposes.

To have and to hold the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the **Grantee**, and to its successors and assigns forever.

This Deed was executed on the date of its last acknowledgment.

By: _____

By: _____

As: _____

As: _____

Of: _____

Of: _____

Judith J. Wallinder Revocable Trust
3330 4th Avenue North
Billings, MT 59101

DB Squared, LLC
2047 Broadwater Ave., Ste. 1
Billings, MT 59102

State of Montana
County of Yellowstone

This instrument was signed before me on this _____ day of _____, 20____, by

_____ (print name of signer(s)).

(SEAL/STAMP)

Notary Signature

CITY OF BILLINGS ACCEPTANCE

This deed is accepted and its terms and conditions agreed to by the City of Billings on this _____ day of _____, 2017.

ATTEST:

APPROVAL:

Denise Bohlman, City Clerk

Thomas W. Hanel, Mayor

(SEAL)

APPROVED AS TO FORM:

Brent Brooks, City Attorney