

**CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT**

Project: WO 16-09

County: Yellowstone

Designation: Grand Avenue – 52nd Street West to 58th Street West

RIGHT OF WAY AGREEMENT

Parcel from Station-To-Station Subdivision Section Township Range:

A tract of land situated in E1/2E1/2NW1/4NW1 of Section 4, T. 1 S., R. 25 E., P.M.M., Yellowstone County, Montana.

List Names & Addresses of the Grantor, Con. Purchaser & Lessee:

Janice I Ward
5416 Grand Avenue
Billings, MT 59106

THIS AGREEMENT, is made this _____ day of _____, 2016, between City of Billings, a political subdivision of the State of Montana, 210 North 27th Street, Billings, MT, 59103, by its authorized representatives, herein called "CITY," its successors and assigns, and Janice I Ward, 5416 Grand Avenue, Billings, Montana 59106, herein called "GRANTOR."

The parties agree as follows:

1. CITY shall pay GRANTOR such sums of monies as set out below. GRANTOR agrees to pay all taxes and assessments due and owing, including those for year 2016. GRANTOR shall execute and deliver to CITY a notarized instrument of conveyance corresponding to the interest being acquired.
2. This agreement shall not be binding unless and until approved of and accepted by the CITY's authorized representative.
3. The parties have, herein, set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right of way easement and shall relieve the CITY of all future claims or obligations on that account or on account of the location, and construction of the proposed road improvements. GRANTOR represents that to the best of his/her knowledge no hazardous materials have been stored or spilled on the subject property during his/her ownership or during

previous ownerships at least insofar as he/she has observed or has been informed. In the alternative, if GRANTOR has knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.

4. CITY shall pay GRANTOR for 146 square feet of easement as follows:

146 square feet by easement	\$225.00
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5. CITY shall make payment to GRANTOR by a check in the amount of \$225.00, to be made payable to Janice I Ward and mailed to 5416 Grand Avenue, Billings, MT 59106.
6. It is understood and agreed that CITY is acquiring this easement to construct the Grand Avenue Improvements which includes widening of Grand Avenue from 52nd Street West to 58th Street West, construction of a multi-use path, and the relocation of the power poles and lines on the south side of Grand Avenue. The easement is for the power lines to hang over the property. These Improvements shall be of no cost or expense to GRANTOR and shall be maintained according to CITY's policy in effect at such time maintenance is necessary. CITY further agrees that any future modifications to the existing property necessary to reasonably match these Improvements shall be at no cost or expense to GRANTOR. CITY further agrees to relocate GRANTOR's mailbox to a location desirable to GRANTOR and USPS as shown in Attachment A. GRANTOR agrees to give CITY a 10' wide temporary easement to construct improvements for a period of one year or the duration of the construction project. CITY shall clear temporary easement of any debris after construction and left in a good, workmanlike condition that is satisfactory to the property owner.
7. It shall be the primary duty of CITY to maintain the multi-use pathway in accordance with § 22-406, Billings, Montana City Code, and CITY agrees to indemnify, hold harmless and defend GRANTOR from and against any and all third party claims, demands, suits, and causes of actions arising out of or resulting from any negligence, gross negligence or willful misconduct by CITY and its agents in performing this duty. Notwithstanding CITY'S duty, GRANTOR is fully responsible for any affirmative negligent or willful misconduct which proximately causes a condition making passage unsafe or more dangerous on this multi-use pathway and is not entitled to a release, indemnity, or defense from CITY for such conduct.
8. This agreement, upon execution by an agent of CITY and presentation to GRANTOR so designated, constitutes a written offer of compensation in the full amount of the appraised value, a summary of the property and property rights being acquired and notice that possession need not be given until payment has been received by GRANTOR.

WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as written below.

RECOMMENDED FOR APPROVAL

GRANTOR(S)

Project Coordinator For City of Billings (Date)

Grantor (Date)

Grantor (Date)

**APPROVED OF AND ACCEPTED FOR ON BEHALF OF
THE CITY OF BILLINGS:**

ATTEST:

BY: _____
Thomas W. Hanel , MAYOR (Date)

BY: _____
Denise Bohlman, CITY CLERK (Date)

APPROVED AS TO FORM:

By: _____
Brent Brooks, City Attorney (Date)

Attachment A

