

***CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT***

Project: WO 16-22
County: Yellowstone
Designation: 62nd Street West & Rimrock Road

PURCHASE AGREEMENT

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

Lot 23-A, of Sunnycove Fruit Farms Subdivision, Document No. _____, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

List Names & Addresses of the Grantors:

Rocco Granata
c/o Dirk Bauwens
2436 Glengarry Lane
Billings, MT 59101

THIS AGREEMENT, is made this _____ day of _____, 2017, 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 Rocco Granata, c/o Dirk Bauwens, 2436 Glengarry Lane, Billings, MT, 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 2017. 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 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 their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownerships at least insofar as they have observed or have 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 348 square feet of fee ownership as follows:

15.603 acres by deed	\$277,000.00
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5. CITY shall make payment to GRANTOR by a check in the amount of \$277,000.00, to be made payable to Rocco Granata and mailed to c/o Dirk Bauwens, 2436 Glengarry Lane, Billings, MT.

6. It is understood and agreed that CITY is acquiring this right-of-way to construct a storm drain detention facility. 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.

7. 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

GRANTORS

Project Coordinator For City of Billings (Date)

Grantor (Date)

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

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

ATTEST:

BY: _____
Denise R. Bohlman, CITY CLERK (Date)

APPROVED AS TO FORM:

By: _____
Brent Brooks, CITY ATTORNEY (Date)