

## WARRANTY DEED

**This Deed**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, in consideration of \$277,000.00 (two hundred seventy-seven thousand dollars) paid by the **City of Billings**, the receipt of which is acknowledged, **witnesses that**,

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

**(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 27<sup>th</sup> Street, Billings, MT 59103, the following described real property:

A tract of land situated in the NE1/4 of Section 36, T.1N., R.24E., P.M.M., Yellowstone County, Montana. Being Lot 23-A of the Amended Plat of Lots 9, 10 and 23 of Sunnycove Fruit Farms Subdivision, Recorded in the office of the Yellowstone County Clerk and Recorders this \_\_\_\_\_ day of \_\_\_\_\_, 2017, under Document Number \_\_\_\_\_. Said tract of land containing 15.603 Acres, 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: \_\_\_\_\_  
Rocco Granata, Owner

STATE OF MONTANA            )  
                                          : ss.  
County of Yellowstone        )

This instrument was signed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Rocco Granata.

(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 R. Bohlman, City Clerk

\_\_\_\_\_  
Thomas W. Hanel, Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Brent Brooks, City Attorney