

CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT

Project: WO 16-05

County: Yellowstone

Designation: Central Avenue – Shiloh Road to 32nd Street West Road Improvements

RIGHT OF WAY PURCHASE AGREEMENT

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

A tract of land situated in Lots 1 – 2, Block 17 of Parkland West Subdivision, 2nd Filing, Document No. 1413418, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

List Names & Addresses of the Grantors:

Homestead Capital LLC.

3110 Cel Avenue

Billings, MT 59102-6711

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 Homestead Capital Inc., 3110 Cel Avenue, Billings, MT 59102-6711, herein called "GRANTORS."

The parties agree as follows:

1. THE GRANTOR, hereby grants the City of Billings Right of Way through a Warranty Deed recorded _____, 20____ under Document No.'s _____ and _____ on file and of record in the Records of Yellowstone County, Montana and in addition to the right-of-way, a Temporary Construction Permit, 20 feet wide located along the Central Avenue frontage of Lots 1 and 2, Block 17, Parkland West Subdivision 2nd Filing, and Lots 1 and 2, Block 10, Parkland West Subdivision, 6th Filing for the period of one year or the duration of the construction project. Additional temporary construction easement area beyond 20 feet may be required for construction, but would first be discussed with Grantor by the City and agreed upon by Grantor prior to construction in a particular area.

2. The Temporary Easement Area will be cleared of any debris after construction and left in a good, workmanlike condition that is satisfactory to the property owner.
3. This agreement shall not be binding unless and until approved of and accepted by the CITY's authorized representative and Homestead Capital Inc.'s authorized representative.
4. 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. GRANTORS represent 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 GRANTORS have 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.
5. It is understood and agreed that CITY is acquiring this right-of-way to construct the Central Avenue – Shiloh Road to 32nd Street West Road Improvements project which will consist of street widening, curb and gutter, multi-use path, storm drain, construction of a roundabout, construction of a right-in/right-out drive approach serving both Lots 1 and 2, Block 17 of Parkland West Subdivision, Second Filing, one 6" storm drain service to Lot 1, Block 17 of Parkland West Subdivision, Second Filing. These improvements do not include storm drain service to Lot 2, Block 17 of Parkland West Subdivision, Second Filing. However, future development of Lot 2, Block 17 can gain storm drain service via Type IV inlet located on the lot. Lots will be required to meet current City storm water regulations at the time of development. These Improvements 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 GRANTORS; any future modifications to Central Avenue to accommodate development of the property shall be at the expense of the developer(s).

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 Bohlman, CITY CLERK (Date)

APPROVED AS TO FORM:

By: _____
Brent Brooks, City Attorney (Date)