

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

Project: WO 16-05

County: Yellowstone

Designation: Central Avenue – Shiloh Road to 32<sup>nd</sup> Street West Road Improvements

## **RIGHT OF WAY PURCHASE AGREEMENT**

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

A tract of land situated in Lot 9-A, Block 2 of Central Acres Subdivision, 2<sup>nd</sup> Filing Amended, Document No. 3441807, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

List Names & Addresses of the Grantors:

Dorn-Pentecost, LLC  
2048 Edgewood Drive  
Billings, MT 59102-2890

Dorn Property and Homes LLC  
2680 Overland Avenue, Suite F  
Billings, MT 59102-7411

Benefit Ventures LLC  
19 36<sup>th</sup> Street West, Suite 1  
Billings, MT 59102-4303

Connie Wolf  
19 36<sup>th</sup> Street West, Suite 5  
Billings, MT 59102-4303

Yellowfin LLC  
19 36<sup>th</sup> Street West, Suite 2  
Billings, MT 59102-4303

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THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between City of Billings, a political subdivision of the State of Montana, 210 North 27<sup>th</sup> Street, Billings, MT, 59103, by its authorized representatives, herein called "CITY," its successors and assigns, and Dorn-Pentecost, LLC., 2048 Edgewood Drive, Billings, MT 59102-2890; Dorn Property and Homes LLC, 2680 Overland Avenue, Suite F, Billings, MT 59102-7411; Benefit Ventures LLC, 19 36<sup>th</sup> Street West, Billings, MT 59102-4303; Connie Wolf, 19 36<sup>th</sup> Street West, Billings, MT 59102-4303; Yellowfin LLC, 19 36<sup>th</sup> Street West, Billings, MT 59102-4303; herein called "GRANTORS."

The parties agree as follows:

1. THE GRANTORS, 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 488 SF right-of-way, a Temporary Construction Permit, 10 feet wide located along the Central Avenue frontage of Lot 9-A, Block 2, Central Acres Subdivision 2<sup>nd</sup> Filing, for the period of one year or the duration of the construction project.

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. 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.
4. It is understood and agreed that CITY is acquiring this right-of-way to construct the Central Avenue – Shiloh Road to 32<sup>nd</sup> Street West Road Improvements project which will consist of street widening, curb and gutter, multi-use path, storm drain, and construction of a roundabout. These improvements along the frontage of the property shall be of no cost or expense to the GRANTORS and shall be maintained according to CITY's policy in effect at such time maintenance is necessary. CITY further agrees that any modifications to the existing property necessary to reasonably match these Improvements shall be at no cost or expense to GRANTORS. This includes landscaping the Central Avenue frontage from the existing sidewalk to the new road improvements with grass seed and sprinklers. The newly installed grass will be maintained by the CITY, and the new sprinklers will be owned/maintained by the CITY. Any future modifications to Central Avenue to accommodate development of the property shall be at the expense of the developer(s). The GRANTORS agree that the trees located adjacent to the property's driveway will be removed, as part of the project.

**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)

\_\_\_\_\_  
Grantor (Date)

\_\_\_\_\_  
Grantor (Date)

\_\_\_\_\_  
Grantor (Date)

\_\_\_\_\_  
Grantor (Date)

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

BY: \_\_\_\_\_  
William A. Cole, MAYOR (Date)

**ATTEST:**

BY: \_\_\_\_\_  
Denise Bohlman, CITY CLERK (Date)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Brent Brooks, City Attorney (Date)