

**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 Tract 1-B-1A, Amended Tract 1-B-1 of Certificate of Survey No. 1492, Document No. 1392379, of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana.

List Names & Addresses of the Grantors:

Eggebrecht Family Limited Partnership
3808 Towhee Lane
Billings, MT 59102-7723

THIS AGREEMENT, is made this _____ day of _____, 2018, 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 Eggebrecht Family Limited Partnership, 3808 Towhee Lane, Billings, MT 59102-7723, herein called "GRANTOR."

The parties agree as follows:

1. GRANTOR hereby grants the City of Billings Right of Way through a Warranty Deed recorded _____, 20____ under Document No. _____ on file and of record in the Records of Yellowstone County, Montana and a Temporary Construction Permit, 20 feet wide 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 CITY is acquiring this right-of-way to construct the Central Avenue, Shiloh Road to 32nd Street West Road Improvements which will consist of widening, curb and gutter, a multi-use path, storm drain, reconstruction of the existing traffic signal, construction of

medians, and new roundabouts, in accordance with the attached Exhibit A. The project will also construct one right-in, right-out access and one left/right-in, right-out access onto the property. Four 6" water and four 6" sewer service lines will be extended to the property lines for future use by the GRANTOR. One 12" water main line and one fire hydrant will also be extended to the property line for future use by the GRANTOR. These improvements along the frontage of the property 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. GRANTOR agrees to grant CITY a 20-foot wide temporary easement to construct improvements for a period of one year along the north property line. CITY shall clear temporary easement of any debris after construction and left in a good, workmanline condition that is satisfactory to the property owner. 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; any future modifications to Central Avenue, Shiloh Road, or 38th Street West 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

GRANTOR

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: _____
William A. Cole, MAYOR (Date)

BY: _____
Denise Bohlman, CITY CLERK (Date)

APPROVED AS TO FORM:

By: _____
Brent Brooks, City Attorney (Date)