

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

Project: WO 20-30  
County: Yellowstone  
Designation: Hallowell Lane Improvement Project

## **RIGHT OF WAY AGREEMENT**

Parcel Information: Subdivision Section Township Range:

A strip of land being the west 30 feet of Tract 1, Certificate of Survey 1930, located in the NE1/4 of the NE1/4 of Section 9, Township 1 South, Range 26 East. P.M.M., Yellowstone County, Montana.

List Names and Addresses of the Grantor, Con. Purchaser & Lessee:

Dan Smith		Barbara Smith
25 Hallowell Lane	and	25 Hallowell Lane
Billings, MT 59101		Billings, MT 59101

---

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 Dan and Barbara Smith, 25 Hallowell Lane, Billings, MT 59101, 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 2021. 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 his/her knowledge no hazardous materials have been stored or spilled on the subject property during his/her ownership or during previous ownerships at least insofar as he/she has observed or has 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 1,275 square feet of fee ownership as follows:

1,275 square feet by deed \$1,912.50

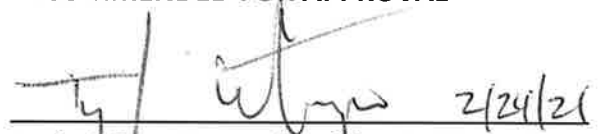
5. CITY shall make payment to GRANTOR by a check in the amount of \$1,912.50, to be made payable to Dan and Barbara Smith and mailed to 25 Hallowell Lane, Billings, MT 59101.

6. It is understood and agreed that CITY is acquiring this right-of-way to construct various improvements to Hallowell Lane. 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; any future modifications to Hallowell Lane to accommodate future development of the property shall be at the expense of the GRANTORS.

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**

  
\_\_\_\_\_  
Project Coordinator For City of Billings (Date)  
Tyler Westrope

**GRANTOR(S)**

  
\_\_\_\_\_  
Dan Smith 2-24-2021  
(Date)

  
\_\_\_\_\_  
Barbara Smith 2-24-2021  
(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: \_\_\_\_\_  
City Attorney (Date)