

**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 a parcel of land described in Deed Book 1352, Page 1805, on file with the Yellowstone County Clerk and Recorder, and known as the North 1/2 of the South 2/5 of the West 1/2 of Lot 2, located in 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:

Edward Henderson		Judy Henderson
87 Hallowell Lane	and	87 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 27th Street, Billings, MT, 59103, by its authorized representatives, herein called "CITY," its successors and assigns, and Edward and Judy Henderson, 87 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 2,120 square feet of fee ownership as follows:

2,120 square feet by deed \$4,240.00


5. CITY shall make payment to GRANTOR by a check in the amount of \$4,240.00, to be made payable to Edward and Judy Henderson and mailed to 87 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.

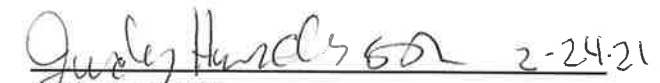
WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as written below.

RECOMMENDED FOR APPROVAL


Project Coordinator For City of Billings (Date)
Tyler Westrope

GRANTOR(S)

 2-24-21
~~Dan Smith~~ (Date)
Edward Henderson

 2-24-21
~~Barbara Smith~~ (Date)
Judy Henderson

**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)