

**RESOLUTION NO. R16-63**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AND ACCEPT AN EASEMENT AND BUY/SELL AGREEMENT BETWEEN THE CITY OF LAUREL AND ADVENTURE PROJECTS, LLC FOR THE PURPOSE OF RELOCATING AN EXISTING EASEMENT AND CONSTRUCTING, OPERATING, MAINTAINING, REPLACING AND REPAIRING UNDERGROUND UTILITIES AND PURCHASING .2 ACRES OF PROPERTY FOR PLACEMENT OF A CONTROL BUILDING.**

WHEREAS, an "Easement" between Adventure Projects, LLC as Grantor and the City of Laurel as Grantee has been prepared and executed; and

WHEREAS, the Easement will allow the City to relocate a portion of an existing Easement which has been vacated by the City Council; and

WHEREAS, the City and Adventure Projects, LLC also have agreed to buy and sell a .2 acre parcel of land to construct a control building required to maintain the pipelines and underground utilities; and

WHEREAS, acceptance of the Easement attached hereto and purchase of the .2 acre parcel is in the best interest of the City as it is necessary to maintain existing water service to the City's citizens and businesses.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts the attached Easement and authorizes the City to purchase the .2 acre parcel from Adventure Projects, LLC on behalf of the City of Laurel; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute any documents required to accept the Easement and purchase the .2 acre parcel from Adventure Projects, LLC.

INTRODUCED at a regular meeting of the City Council on July 19, 2016 by Council Member Mountsier.

PASSED and APPROVED by the City Council of the City of Laurel this 19<sup>th</sup> day of July, 2016.

APPROVED by the Mayor this 19<sup>th</sup> day of July, 2016.

CITY OF LAUREL

  
\_\_\_\_\_  
Mark A. Mace, Mayor

ATTEST:

  
\_\_\_\_\_  
Shirley Ewan, Clerk/Treasurer

Approved as to Form:

  
\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

After recording please return to:  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

## EASEMENT

Adventure Projects, LLC 1927 Holstein Lane, Laurel Montana 59044 ("GRANTOR"), for good and valuable consideration, the receipt and sufficiency of such is hereby acknowledged, grant to the CITY OF LAUREL, of 115 W 1<sup>st</sup> Street, Laurel, MT 59044 ("GRANTEE") the following:

GRANTOR grants and gives an easement to the GRANTEE, its successors, permittees, licensees and assigns, and its agents and employees, a right-of-way for access, ingress and egress, construction, installation, operation and maintenance of underground utilities including parallel water pipelines generally as follows:

### Temporary Construction Easement

The initial easement constitutes a Temporary Construction Easement during the initial construction phase of the underground utilities as described and shown on the map attached hereto and labeled **EXHIBIT A (AMENDED) Sheet 1**.

The Temporary Construction Easement will become void upon completion of construction and acceptance of the final product.

### Permanent Easement

Upon completion of initial construction, the Easement constitutes a Permanent Maintenance and Utilities Easement and a Road Easement as described and shown on the map attached hereto and labeled **EXHIBIT B (AMENDED) Sheet 1**. The Easement shall exist over and across real property owned by GRANTOR located in Yellowstone County, Montana, which shall hereafter be burdened by the Easement.

The Easement includes a pipeline easement that is 30 feet wide, 15 feet on either side of the centerline of the transmission main pipes, as specifically shown and described as Easements A and B on **EXHIBIT B (AMENDED) Sheet 1**. The road easement is 60 feet wide, 30 feet on either side of the centerline of the roadway, as specifically

shown and described as Easement C on **EXHIBIT B (AMENDED) Sheet 1**. The burden of Easement C (the 60' road easement) can be increased if required for purposes of future development so long as Grantee's rights hereunder remain uninterrupted.

The grant includes the right of the GRANTEE to enter at all times upon the real property by using existing roads, trails or other routes on this real property causing the least damage and inconvenience to GRANTOR in order to survey and establish the route and location of the easement and water lines and to:

1. Construct, inspect, operate, repair, substitute, remove, enlarge, replace and maintain the utilities, pipeline, services, connections, accessories and appurtenances; and

2. Trim, remove or otherwise control any trees and brush inside the boundaries of the easement, after notification to GRANTOR, which may, in the opinion of the GRANTEE, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the water pipeline.

3. GRANTEE agrees as follows:

- A. In connection with the construction, operating, inspecting, repairing, substituting, removing, enlarging, replacing and maintaining of the water pipeline, it will repair or replace, at its sole expense, any existing fences, roads, ditches, and appurtenances of the property that may be disturbed by its construction of parallel water pipelines and maintenance of such pipelines.

- B. During operations involving excavation, it will remove from the site any large rocks or surplus excavated material or any debris that may have been exposed by the excavation. GRANTEE will leave the finished surface in substantially the same condition as existed prior to construction.

4. GRANTOR agrees as follows:

- A. At no time will he/she build, construct, erect, or maintain any permanent structure within the boundaries of the easement without the prior written consent of GRANTEE.

- B. GRANTOR warrants that he/she is lawfully seized and possessed of the real property herein described, that he/she has a lawful right to convey the property and any interests therein, and that he/she will forever defend the title to this property against the claim of all persons.

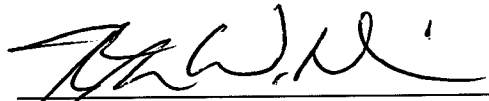
- C. GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without interruption by GRANTOR.

D. GRANTOR reserves the right to use the real property for any purposes that will not interfere with the GRANTEE'S full enjoyment of rights granted by this instrument.

E. If the lands herein granted as an easement cease to be used for the purposes described herein, the easement will terminate upon notice being given to the GRANTEE stating GRANTOR'S assertion of abandonment of easement.

This instrument shall be binding upon the parties hereto and all successors in interest and assigns of the parties.

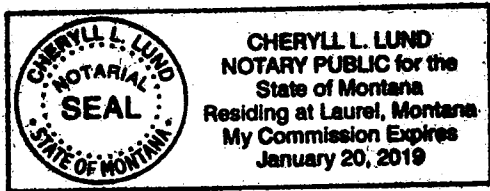
IN WITNESS WHEREOF, the undersigned have hereunto set his hands this 18<sup>TH</sup> day of July, 2016.

  
Tytus Harkins  
Adventure Projects, LLC

State of Montana                    )  
  : ss  
County of Yellowstone            )

This instrument was acknowledged before me on July 18, 2016, by TYTUS HARKINS.

  
Notary Public for the State of Montana



**Acknowledgement and Acceptance of Easement:**

The Mayor for the City of Laurel, Yellowstone County Montana, on behalf of the City Council, acknowledges receipt of this Easement and hereby accepts the Easement conveyed through this instrument pursuant to City Council Resolution # 16-63.

this 19<sup>th</sup> day of July, 2016.

Mark A Mace  
Mark A. Mace  
Mayor

Attest:  
Shirley Ewan  
Shirley Ewan  
City Clerk/Treasurer



(NOTARIAL SEAL)

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

This instrument was acknowledged before me on July 19, 2016, 2016, by Mark A. Mace, as Mayor and Shirley Ewan, City Clerk/Treasurer.

Cheryll L. Lund  
Notary Public for the State of Montana

