

RESOLUTION NO. R16-109

**RESOLUTION OF THE CITY COUNCIL APPROVING THE CONVEYANCE OF A
PARCEL OF CITY-OWNED PROPERTY TO THE STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION AS PART OF THE WEST LAUREL
INTERCHANGE PROJECT AND AUTHORIZING THE ADMINISTRATION TO
EXECUTE ALL NECESSARY DOCUMENTS ON THE CITY'S BEHALF.**

WHEREAS, the State of Montana, by and through the Department of Transportation, designed a highway project known as the West Laurel Interchange Project ("MDT Project") which will realign and relocate a portion of Interstate 90 near Laurel, Montana; and

WHEREAS, the MDT Project requires the purchase of a 1.71 acre parcel of City owned property as part of the MDT Project; and

WHEREAS, based on the request made by the State of Montana, Department of Transportation, and City Staff's recommendations, the City Council has determined it is in the best interest of the City to transfer the requested surplus property by Quit Claim Deed or other appropriate conveyance document to the State of Montana; and

WHEREAS, pursuant to MCA § 7-8-4201(2), the City has the authority to transfer ownership of such property upon a resolution passed by a two-thirds vote of all members of the Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, as follows:

1. The City Council hereby approves the conveyance of the 1.71 acre parcel of surplus property to the State of Montana, Department of Transportation and further authorizes the Mayor or Chief Administrative Officer to execute all necessary documents to effectuate the conveyance of the parcel on the City's behalf.
2. The City Council approves the conveyance of the following described real property:

A tract of land described as Parcel No. 6 on Montana Department of Transportation Project IM 90-8(180)432, as shown on the Right-of-Way plan for the project recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana. The Parcel is further described as a tract of land within Tract 1 of Certificate of Survey No. 1055 on file and on record in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 800010, situated in the E1/2NW1/4 of Section 17, Township 2 South, Range 24 East, P.M.M. Yellowstone County, Montana containing an area of 1.71 acres, more or less.

3. The City Council further authorizes the Mayor or CAO to execute all agreements required for completion of the MDT Project in favor of the State of Montana, Department of Transportation, on the City's behalf.

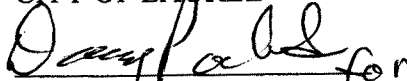
4. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall prepare a true and correct, copy of this Resolution and conveyance documents provided by MDT and forward the same to Yellowstone County for consideration, approval and recording.

Introduced at a regular meeting of the City Council on November 15, 2016, by Council Member Stokes.

PASSED and APPROVED by the City Council of the City of Laurel this 15th day of November, 2016.

APPROVED by the Mayor this 15th day of November, 2016.

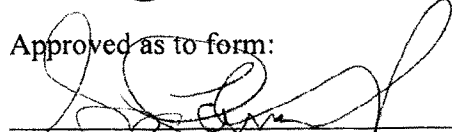
CITY OF LAUREL


Mark A. Mace, Mayor

ATTEST:


Bethany Keeler, Clerk/Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION
Right-of-Way Bureau
Helena, Montana 59620-1001

CITY OF LAUREL
115 W 1ST ST
LAUREL, MT 59044-3001

Subject: Project ID.: IM 90-8(180)432
Project No.: 5736-180-000
Designation: WEST LAUREL INTERCHANGE-WEST
Parcel No.: 6

REIMBURSEMENT NOTICE AND INSTRUCTIONS

This letter is to advise that, except as noted below, you are entitled to reimbursement for real estate taxes actually paid on the portion of your property being acquired by the Department of Transportation. The State shall reimburse you for the remaining tax period after the State acquired title to or possession of your property, whichever is the earlier date.

EXCEPTION: No reimbursement will be made if the State acquires only a portion of your property and the reimbursable amount is five dollars (\$5.00) or less, as computed by the State when your request for reimbursement is received.

Reimbursement will be made when you have fulfilled the following requirements:

1. All current real estate taxes must be paid in full.
2. In the event only a portion of your property is being purchased, it will be necessary for you to have the Local County Office of the Department of Revenue, Property Assessment Division complete Section B of the attached form RW 204, Request for Reimbursement for Taxes Paid. This requirement is not necessary when your entire property is purchased.
3. Complete Section C of form 204 and mail to the State of Montana, Department of Transportation, Right-of-Way Bureau, P.O. Box 201001, Helena, Montana 59620-1001, with documents as required by Section C. You may submit another request for reimbursement, subject to the requirements listed above, if you are required to pay subsequent taxes on property acquired by the State. Additional forms may be obtained on request at the address noted below.

This is your official notice from the State of Montana concerning this reimbursement provision.

Thank you.

STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION

By



Marlene Pirtz - Right-of-Way Agent

Date

Attachment

STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION
Right-of-Way Bureau
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

REQUEST FOR REIMBURSEMENT FOR TAXES PAID

SECTION A - To be completed by Division Right-of-Way Bureau, State of Montana, Department of Transportation.

1. Identification:

Project ID: IM 90-8(180)432 Project No.: 5736-180-000
Designation: WEST LAUREL INTERCHANGE-WEST County: YELLOWSTONE
Parcel No.: 6
Property Owner: CITY OF LAUREL Partial Acquisition
Contract Purchaser: N/A Total Acquisition of Entire Ownership

2. Land acquired is located in:

a. Urban or Suburban Subdivision as follows:

<u>Lot(s)</u>	<u>Block(s)</u>	<u>Subdivision</u>	<u>City, or Sec., Twp., and Rge.</u>
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b. Rural Location as follows:

<u>Subdivision(s)</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
COS 1055	17	2S	24E

3. Property acquired:

a. Land

<u>Area</u>	<u>General Land Classification (grazing, cultivated, etc.)</u>
1.71 acres	Exempt Property

b. Improvements

Location

SECTION B - To be completed by Local County Office of the Department of Revenue, Property Assessment Division.
(Not applicable when the State of Montana, Department of Transportation acquires total ownership.)

Based on the information shown in Section A, I have determined that the total general real estate tax for _____ (year) apportionate to the land and improvements acquired by the State of Montana, Department of Transportation is \$ _____.

Signature: _____ Date: _____

SECTION C - REQUEST FOR TAX REIMBURSEMENT (Mark one of the following)

- () I have paid taxes and am enclosing the required tax receipt, which shall be returned to me after reimbursement.
- () The State acquired all of my property and I desire to have the State pay the tax shown on the enclosed statement in my name by assignment to the County Treasurer from the amount withheld from the compensation paid for my property. I understand that I shall be reimbursed for taxes in an amount representing the portion of the year that the State has had possession of my property.

I fully understand that the State of Montana will compute the pro rata portion of taxes to be reimbursed based on apportionate State tax accounting procedures.

Dated this _____ day of _____, _____.

Signed

Address

City and State Zip Code

SECTION D - To be completed by the Right-of-Way Real Estate Services Section, State of Montana, Department of Transportation.

1. Effective date of possession or vesting of title, whichever is earlier:

 2. Total real estate taxes shown in Section B (for partial acquisition) or on county tax statement (for total acquisition) \$_____ X _____% (applicable percentage representing portion of year the State has possessed the property. Use Form 51) = \$_____ (Amount of Tax Reimbursement).
 3. Computation for the claim and assignment, if any:
 - a. Amount withheld from settlement, if any \$ _____
 - b. Amount of Tax Reimbursement \$ _____
 - TOTAL \$ _____
 - c. The assignment shall be completed for the total tax, if applicable \$ _____
 - d. Due to Landowner. \$ _____
 4. Tax receipt received and returned: (Date) _____
 5. Computed by: _____
- Title: _____ Date: _____

STATE OF MONTANA DEPARTMENT OF TRANSPORTATION
(hereinafter referred to as State, Department, Grantee, and/or MDT)

RIGHT-OF-WAY AGREEMENT

ROWFORMSACQ1200 (Revised 2-8-2013)

PE PROJECT ID: _____

WEST LAUREL INTERCHANGE-WEST
DESIGNATION

RW PROJECT ID: IM 90-8(180)432

YELLOWSTONE
COUNTY

UNIFORM PROJECT No.: 5736-180-000

Parcel	From Station	To Station	Subdivision	Section	Township	Range
6	455+35 LT	469+40 LT	TR 1, COS 1055	17	2S	24E

List Names & Addresses of the Grantors
(Contract Purchaser, Contract Seller, Lessee, etc.)

CITY OF LAUREL
115 W 1ST ST
LAUREL, MT 59044-3001

(406) 628-4796

1. In consideration of the payments herein set forth and the specific agreements to be performed by the parties hereto and written in this agreement, the parties bind themselves to the terms and conditions stated herein. No verbal representations or agreements shall be binding upon either party. Grantor certifies that any encumbrances on the property are shown on this agreement. This agreement is effective upon execution by the Acquisition Manager or a designated representative, and possession of the property is granted to the Department when it sends the payment(s) agreed to below. Grantors contract that they will, on Department's request, execute a deed and/or easement required by Department for all real property agreed to be conveyed by this agreement.

2. COMPENSATION FOR LAND AND IMPROVEMENTS (List acreage and improvements to be acquired.)	
1.71 AC By Deed	\$16,929
3. OTHER COMPENSATION:	
0.09 ac Temporary Construction Permit	\$179
Access Control Administrative Fee	\$500
Rounding	\$42

4. TOTAL COMPENSATION (includes all damages to the remainder): **\$17,650.**

5. IT IS UNDERSTOOD AND AGREED THE STATE SHALL MAKE PAYMENT AS FOLLOWS:

A warrant in the amount of **\$17,650.00** to be made payable to City Treasurer and mailed to 115 W 1st St at Laurel, MT 59044-3001.

6. It is hereby agreed and understood that upon completion of highway project IM 90-8(180)432, the State of Montana will execute a Quitclaim Deed (Deed) to the City of Laurel (Laurel) for the existing west bound off ramp at the West Laurel Interchange, shown as the shaded area on the attached plat.

This property shall remain a public right-of-way for transportation purposes, and no portion of the interest may be sold to or exchanged with private entities, per MCA 60-4-201(3). The City will also be required to sign the Deed accepting all future maintenance responsibilities for the property, and agree to re-convey the property to MDT if the property ceases to be used for such purposes.

7. At no expense to the Grantors and at the time of highway construction, permission is hereby granted the State and/or its contractors to enter upon the Grantors' land at the locations and for the purposes described as follows:

A. Station <u>356+16</u> to Station <u>356+75</u>	<u>Variable width temporary construction permit for construction of storm water spillway</u>	<u>L.T. SOP</u>
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It is understood and agreed that temporary construction permits will commence on the date the State gives its contractor notice to proceed with construction of this project and will remain in effect for a period of 2 years from that date.

STATE OF MONTANA DEPARTMENT OF TRANSPORTATION
(hereinafter referred to as State, Department, Grantee, and/or MDT)

RIGHT-OF-WAY AGREEMENT

ROWFORMSIACQ1200 (Revised 2-8-2013)

PE PROJECT ID: _____

WEST LAUREL INTERCHANGE-WEST
DESIGNATION

R/W PROJECT ID: IM 90-8(180)432

YELLOWSTONE
COUNTY

UNIFORM PROJECT No.: 5736-180-000

Parcel	From Station	To Station	Subdivision	Section	Township	Range
6	455+35 LT	469+40 LT	TR 1, COS 1055	17	2S	24E

List Names & Addresses of the Grantors
(Contract Purchaser, Contract Seller, Lessee, etc.)

CITY OF LAUREL
115 W 1ST ST
LAUREL, MT 59044-3001

(406) 628-4796

- In consideration of the payments herein set forth and the specific agreements to be performed by the parties hereto and written in this agreement, the parties bind themselves to the terms and conditions stated herein. No verbal representations or agreements shall be binding upon either party. Grantor certifies that any encumbrances on the property are shown on this agreement. This agreement is effective upon execution by the Acquisition Manager or a designated representative, and possession of the property is granted to the Department when it sends the payment(s) agreed to below. Grantors contract that they will, on Department's request, execute a deed and/or easement required by Department for all real property agreed to be conveyed by this agreement.
- COMPENSATION FOR LAND AND IMPROVEMENTS (List acreage and improvements to be acquired.)
1.71 AC \$16,929
- OTHER COMPENSATION:
Access Control Administrative Fee \$500
Rounding \$21
- TOTAL COMPENSATION (includes all damages to the remainder): **\$17,450.**
- IT IS UNDERSTOOD AND AGREED THE STATE SHALL MAKE PAYMENT AS FOLLOWS:
A warrant in the amount of **\$17,450.00** to be made payable to City Treasurer and mailed to 115 W 1st St at Laurel, MT 59044-3001.
- It is hereby agreed and understood that upon completion of highway project IM 90-8(180)432, the State of Montana will execute a Quitclaim Deed (Deed) to the City of Laurel (Laurel) for the existing west bound off ramp at the West Laurel Interchange, shown as the shaded area on the attached plat.

This property shall remain a public right-of-way for transportation purposes, and no portion of the interest may be sold to or exchanged with private entities, per MCA 60-4-201(3). The City will also be required to sign the Deed accepting all future maintenance responsibilities for the property, and agree to re-convey the property to MDT if the property ceases to be used for such purposes.
- At no expense to the Grantors and at the time of highway construction, permission is hereby granted the State and/or its contractors to enter upon the Grantors' land at the locations and for the purposes described as follows:

A. Station 356+16 to Station 356+75 Variable width temporary LT SOP
construction permit for construction
of storm water spillway

It is understood and agreed that temporary construction permits will commence on the date the State gives its contractor notice to proceed with construction of this project and will remain in effect for a period of 2 years from that date.

(Continued from Previous Page)

It is further understood and agreed that upon the completion of the construction of improvements within the temporary construction permit, said improvements will be considered the sole property of the Grantors and the maintenance and repair of said improvements will be the responsibility of the Grantors.

- 8. It's understood and agreed that if Grantor sells their remaining property prior to the highway project being constructed, Grantor agrees to provide Purchaser(s) with a copy of this entire Right-of-Way Agreement. Grantor further agrees to make the sale of their remaining property subject to all the terms and conditions contained in this Right-of-Way Agreement.
- 9. This agreement, upon execution by an agent of the Department of Transportation and presentation to the owners so designated, constitutes a written offer of compensation in the full amount of the determined value, a summary of the property and property rights being acquired and agreement that possession of the property is granted to the Department when it sends the payment(s).

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN:

Grantor's Statement: We understand that we are required by law to provide our correct taxpayer identification number(s) to the Montana Department of Transportation and that failing to comply may subject us to civil and criminal penalties. We agree to provide our **correct** taxpayer identification number(s) by submitting a completed and signed W-9 or W-8 form. We further agree and authorize MDT to process the payments outlined in this agreement by withholding a percentage of the payments as required by the IRS if we fail to submit the W-9 or W-8 forms within 30 days of signing this agreement.

Mark A Mace 11/22/16
Signature: Mark A Mace, Mayor (Date)

Signature: (Date)

Signature: (Date)

Signature: (Date)

Signature: (Date)

Signature: (Date)

Signature: (Date)

Signature: (Date)

RECOMMENDED FOR APPROVAL:

APPROVED FOR AND ON BEHALF OF DEPARTMENT:

Marlene Pirtz (Date)
Right-of-Way Agent

NSOP items approved, if applicable (Date)

Consultant Project or R/W Manager, if applicable (Date)

Celia "C.B." Clearwood (Date)
R/W Supervisor

Acquisition Manager (Date)

**State of Montana
Department of Transportation**

Right-of-Way Bureau
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

RW ID.: IM 90-8(180)432 Parcel No.: 6 County: Yellowstone
Designation: West Laurel Interchange - West
Project No.: 5736-180-000

Bargain and Sale Deed

This Deed, made this _____ day of _____, 2016, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid, the receipt of which is acknowledged, **witnesses that**,

City of Laurel
115 W. 1st Ave.
Laurel, MT 59044-3001

does hereby **grant, bargain, sell and convey** to the **Montana Department of Transportation** the following-described real property:

Parcel No. 6 on Montana Department of Transportation Project IM 90-8(180)432, as shown on the Right-of-Way plan for said project recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana. Said parcel is also described as a tract of land within Tract 1 of Certificate of Survey No. 1055 on file and of record in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 800010, situated in the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 17, Township 2 South, Range 24 East, P.M.,M., Yellowstone County, Montana, as shown by the shaded area on the plat, consisting of 1 sheet, attached hereto and made a part hereof, containing an area of 1.71 acres, more or less.

ALSO, the Grantor hereby conveys to the Montana Department of Transportation all rights of ingress and egress over and across the full access control line shown on said attached plat.

Grantor reserves the right of reasonable access to and from the adjacent property of the Grantor. Said reservation of reasonable access does not apply to full access control.

It is expressly intended and agreed that these covenants, burdens, and restrictions shall run with the land and shall forever bind the Grantor, its successors and assigns.

D5:5736000:P6

Bargain and Sale Deed
R/W ID.: IM 90-8(180)432
Designation: West Laurel Interchange - West

Parcel No.: 6

Excepting and reserving to Grantor(s), however, all gas, oil and minerals beneath the surface of the above-described and conveyed premises, together with the right to extract the same, provided that in the exercise of such right, the surface thereof shall not be disturbed, interfered with or damaged. This exception and reservation does not include sand, gravel and other road building materials, which are conveyed by this Deed.

Further excepting and reserving unto the Grantor(s), its successors and assigns, all water, water rights, ditches, canals, irrigation systems, existing or as relocated, if any, including but not limited to, water stock or shares, bonds, certificates, contracts and any and all other indicia of water, water right and ditch ownership, or any interest therein appurtenant to the land described therein, save and except groundwater for the use, benefit and purposes of the Grantee(s).

To have and to hold the above-described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the Montana Department of Transportation, and to its successors and assigns forever.

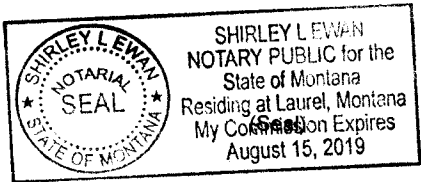
This Deed was executed on the date of its last acknowledgment.

Mark A. Mace as Mayor of City of Laurel
Mark A. Mace Mayor City of Laurel
(Signature) (Type of Authority) (Name of Entity)
(Signature) (Type of Authority) (Name of Entity)
(Signature) (Type of Authority) (Name of Entity)

State of Montana)
County of Yellowstone)

This instrument was acknowledged before me on 11/22/14 (date)

by Mark A. Mace (name of person(s))
as Mayor (type of authority, e.g., president, trustee, member, partner, etc.)
of City of Laurel (name of entity on behalf of whom instrument was executed)



Shirley L. Ewan Notary Signature Line
Shirley L. Ewan Notary Printed Name
Notary Public for State of Montana
Residing at: Laurel
My Commission Expires: August 15 / 20 / 19

State of _____)
County of _____)

This instrument was acknowledged before me on _____ (date)

by _____ (name of person(s))
as _____ (type of authority, e.g., president, trustee, member, partner, etc.)
of _____ (name of entity on behalf of whom instrument was executed)

(Seal)

Notary Signature Line

Notary Printed Name
Notary Public for State of _____
Residing at: _____
My Commission Expires: _____ / _____ / 20__

Recording Information

REALTY TRANSFER CERTIFICATE

Confidential Tax Document

The information contained in this certificate is confidential by Montana law. Unauthorized disclosure of this information is a criminal offense.

GEocode(S)
ASSESSMENT CODE:

The Department of Revenue will change the name on ownership records used for the assessment and taxation of real property when this form is fully and accurately completed and signed. (Please read the attached instructions on page 1 for assistance in completing and filing this form). Montana law requires this form be completed and may impose up to a \$500 penalty for failure to file a Realty Transfer Certificate (15-7-304, 305 and 310, MCA)

PART 1 - DATE OF TRANSFER (SALE)

(MM/DD/YYYY)

PART 2 - PARTIES Please complete this section in full; if additional space is required, please attach a separate page

Seller (Grantor)

Name CITY OF LAUREL
Mailing Address 115 W 1ST ST
(Permanent)
City LAUREL ST MT Zip 59044-3001
Seller Principal Residence Yes No

List the last 4 digits of the SSN or FEIN

SSN 000 - 00 -
SSN 000 - 00 -
FEIN 00 - 000
Daytime Phone (406) 628-4796

Main Geocode
Assessor Code or Parcel #

Buyer (Grantee)

Name MONTANA DEPARTMENT OF TRANSPORTATION
Mailing Address PO BOX 201001
(Permanent) 2701 PROSPECT AVE
City HELENA ST MT Zip 59620-1001
Buyer Principal Residence Yes No
Mailing Address
For Tax Notice
(If different) City ST Zip

SSN 000 - 00 -
SSN 000 - 00 -
FEIN 00 - 000 2402
Daytime Phone (406) 444-6074

Transfer to Trustee, Custodian, or other Representative:
Trust FEIN 00 - 000
Minor SSN 000 - 00 -

PART 3 - PROPERTY DESCRIPTION Please complete fully; if additional space is required, please attach a separate page

Legal Description A tract of land within E2NW4 of Sec 17 containing an area of 1.71 acres, more or less Attachment
Add/Sub COS 1055 Block Lot
County Yellowstone City/Town Section 17 Township 2S Range 24E

PART 4 - DESCRIPTION OF TRANSFER Please complete fully, more than one may apply.

Sale Gift Barter Nominal or No Consideration Part of 1031 or 1033 exchange
Transfer is subject to a reserved life estate Beneficiary deed
Distressed sales: Sheriff's deed Trustee's deed Deed in lieu of foreclosure Short sale Other
Transfer by Operation of Law
Termination of joint tenancy by death Termination of life estate by death Court order or decree (except sheriff's sale) Merger, consolidation, or other business entity reorganization

PART 5 - EXCEPTIONS FROM PROVIDING SALES PRICE INFORMATION Please complete fully, more than one may apply

Gift Termination of life estate by death
Transfer in contemplation of death without consideration Transfer pursuant to court decree (except sheriff's sale)
Transfer between husband/wife or parent/child for nominal consideration Tax deed
Transfer of property of the estate of a decedent Merger, consolidation or reorganization of business entity
Transfer by government agency Land eligible for timberland/forestland classification (15-44-103, MCA)
Correction, modification, or supplement of previously recorded instrument, no additional consideration Land eligible for agricultural classification (15-7-201, MCA)
Termination of joint tenancy by death Transfer to a revocable living trust
Other (Specify Type)

PART 6 - SALE PRICE INFORMATION Please complete fully, more than one may apply

Actual Sale Price \$
Financing: Cash FHA VA Contract Other
Terms: New loan OR Assumption of existing loan
Value of personal property included in sale \$
Value of inventory included in sale \$
Value of licenses included in sale \$
Value of good will included in sale \$
Was an SID payoff included in the sale price? Yes No
Did the buyer assume an SID? Yes No
Amount of SID paid or assumed: \$
Was a mobile home included in the sale? Yes No

PART 7 - WATER RIGHT DISCLOSURE - This Disclosure is only applicable to the property identified in PART 3 above

A. Property is served by a public water supply, i.e., city, irrigation district, or water district provides water.
B. Seller has no water rights on record with DNRC to transfer.
C. Seller is transferring ALL water rights on record with DNRC to the Buyer.
D. Seller is dividing or exempting (reserving) water rights. Seller must file Water Right Update form.

Seller (Grantor) Signature Marlene Pirtz Date 11/22/2016

PART 8 - PREPARER INFORMATION Preparer's signature is required

Name/Title Marlene Pirtz (please print) Signature
Mailing Address PO Box 20437 Daytime Phone (406) 657-0235
City Billings ST MT Zip 59104-0437

Clerk and Recorder Use Only

Recording Information: Document # Book Page Date

REALTY TRANSFER CERTIFICATE

Confidential Tax Document

The information contained in this certificate is confidential by Montana law. Unauthorized disclosure of this information is a criminal offense.

GEOCODE(S)

ASSESSMENT CODE:

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PART 1 - DATE OF TRANSFER (SALE)

(MM/DD/YYYY)

PART 2 - PARTIES

Please complete this section in full; if additional space is required, please attach a separate page

Seller (Grantor)

Name CITY OF LAUREL
Mailing Address 115 W 1ST ST
(Permanent)
City LAUREL ST MT Zip 59044-3001
Seller Principal Residence Yes No

Buyer (Grantee)

Name MONTANA DEPARTMENT OF TRANSPORTATION
Mailing Address PO BOX 201001
(Permanent) 2701 PROSPECT AVE
City HELENA ST MT Zip 59620-1001
Buyer Principal Residence Yes No
Mailing Address
For Tax Notice
(If different) City ST Zip

Main Geocode
Assessor Code or Parcel #

PART 3 - PROPERTY DESCRIPTION

Please complete fully; if additional space is required, please attach a separate page

Legal Description A tract of land within E2NW4 of Sec 17 containing an area of 1.71 acres, more or less Attachment
Add/Sub COS 1055 Block Lot
County Yellowstone City/Town Section 17 Township 2S Range 24E

PART 4 - DESCRIPTION OF TRANSFER

Please complete fully, more than one may apply.

Transfer by Operation of Law
Termination of joint tenancy by death
Termination of life estate by death
Court order or decree (except sheriff's sale)
Merger, consolidation, or other business entity reorganization

PART 5 - EXCEPTIONS FROM PROVIDING SALES PRICE INFORMATION

Please complete fully, more than one may apply

Gift
Termination of life estate by death
Transfer in contemplation of death without consideration
Transfer pursuant to court decree (except sheriff's sale)
Transfer between husband/wife or parent/child for nominal consideration
Tax deed
Transfer of property of the estate of a decedent
Merger, consolidation or reorganization of business entity
Transfer by government agency
Land eligible for timberland/forestland classification (15-44-103, MCA)
Correction, modification, or supplement of previously recorded instrument, no additional consideration
Transfer to a revocable living trust
Termination of joint tenancy by death
Other (Specify Type)

PART 6 - SALE PRICE INFORMATION

Please complete fully, more than one may apply

Actual Sale Price \$
Financing: Cash FHA VA Contract Other
Terms: New loan OR Assumption of existing loan
Value of personal property included in sale \$
Value of inventory included in sale \$
Value of licenses included in sale \$
Value of good will included in sale \$
Was an SID payoff included in the sale price? Yes No
Did the buyer assume an SID? Yes No
Amount of SID paid or assumed: \$
Was a mobile home included in the sale? Yes No

PART 7 - WATER RIGHT DISCLOSURE - This Disclosure is only applicable to the property identified in PART 3 above

A. Property is served by a public water supply, i.e., city, irrigation district, or water district provides water.
B. Seller has no water rights on record with DNRC to transfer.
C. Seller is transferring ALL water rights on record with DNRC to the Buyer.
D. Seller is dividing or exempting (reserving) water rights. Seller must file Water Right Update form.

Seller (Grantor) Signature Date 11/22/2016

PART 8 - PREPARER INFORMATION

Preparer's signature is required

Name/Title Marlene Pirtz (please print) Signature
Mailing Address PO Box 20437 Daytime Phone (406) 657-0235
City Billings ST MT Zip 59104-0437

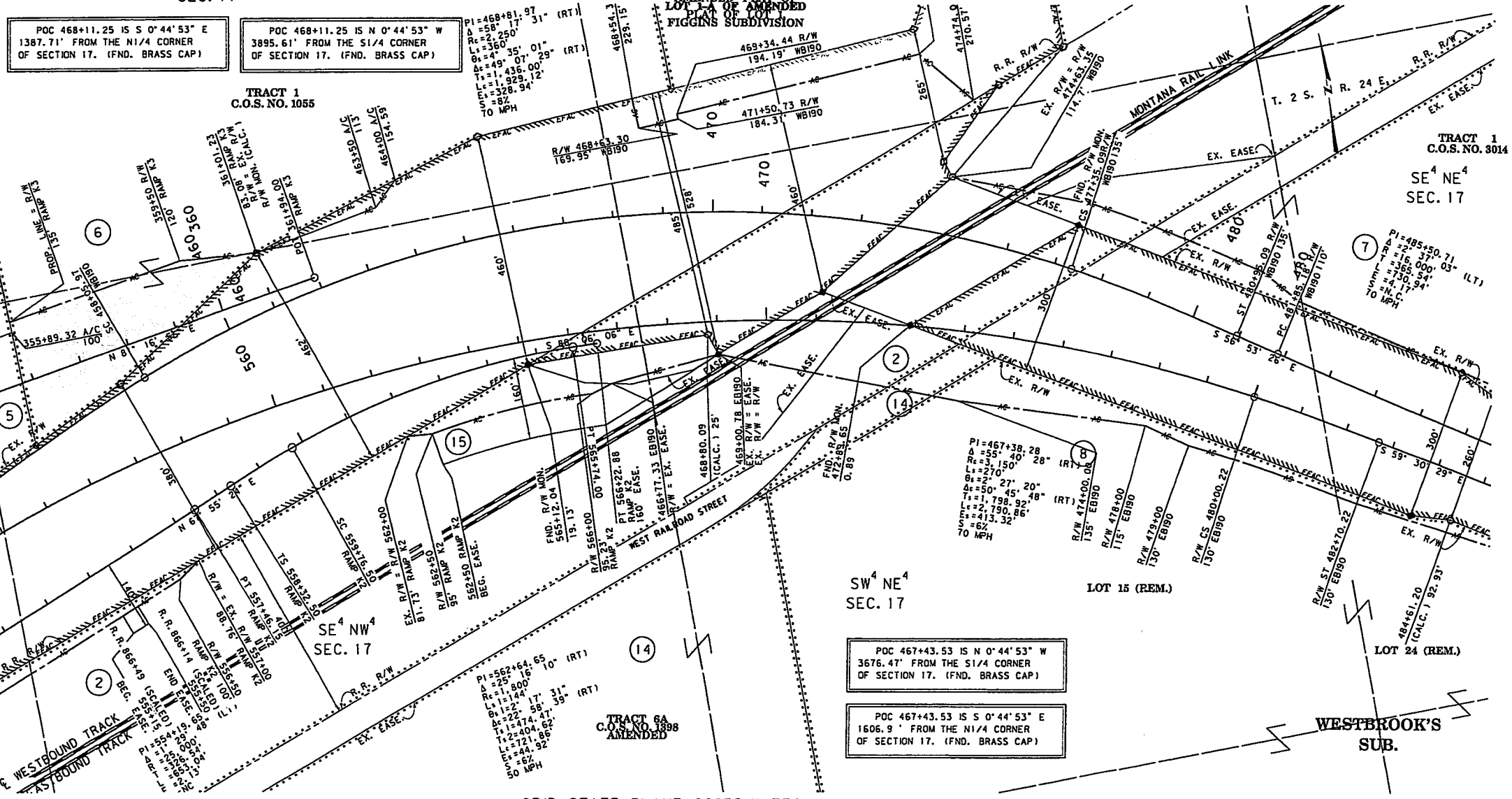
Clerk and Recorder Use Only

Recording Information: Document # Book Page Date

WEST LAUREL INTERCHANGE-WEST

NE⁴ NW⁴
SEC. 17

NW⁴ NE⁴
SEC. 17



POC 468+11.25 IS S 0°44'53" E
1387.71' FROM THE N1/4 CORNER
OF SECTION 17. (FND. BRASS CAP)

POC 468+11.25 IS N 0°44'53" W
3895.61' FROM THE S1/4 CORNER
OF SECTION 17. (FND. BRASS CAP)

TRACT 1
C.O.S. NO. 1055

TRACT 1
C.O.S. NO. 3014
SE⁴ NE⁴
SEC. 17

AMENDED PLAT OF
LOT 15 OF AMENDED
WESTBROOK'S SUBDIVISION

TRACT 6A
C.O.S. NO. 1898
AMENDED

POC 467+43.53 IS N 0°44'53" W
3676.47' FROM THE S1/4 CORNER
OF SECTION 17. (FND. BRASS CAP)

POC 467+43.53 IS S 0°44'53" E
1606.9' FROM THE N1/4 CORNER
OF SECTION 17. (FND. BRASS CAP)

GRID STATE PLANE COORDINATES

THIS IS A STATE PLANE COORDINATE PROJECT. ALL DIMENSIONS, DISTANCES AND AREAS ON THIS PROJECT ARE GRID, EXCEPT FOR THE EXISTING R/W WIDTH DIMENSION, WHICH IS RECORD. THE COMBINATION SCALE FACTOR IS 0.99951087

FOR EXISTING R/W RETRACEMENT, SEE
C. O. S. NO. 3352

- NOTES:
1. THE PROPOSED R/W LINE WHERE A SPIRAL CURVE TRANSITION IS USED IS A CHORD RATHER THAN A CONCENTRIC CURVE.
 2. ALL STATIONS AND OFFSETS FOR R/W BREAKS ARE IN REFERENCE TO THE R/W BASELINE.

THIS PLAT IS PREPARED FROM THE MONTANA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS AND IS RECORDED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER. OFFICIAL PLANS AND EXHIBITS CAN BE FOUND AT THE DEPARTMENT OF TRANSPORTATION, HELENA, MONTANA.

MDT MONTANA DEPARTMENT OF TRANSPORTATION
15736000P6_5736000R0E01201.DGN
9/27/2016
1:00:22 PM 10034

PARCEL 6 ; SHEET 1 OF 1

LEGEND	
-----	OWNERSHIP BOUNDARY
-----	RIGHT OF WAY LINE
-----	R. R. R/W LINE
-----	CENTERLINE
-----	FULL ACCESS CONTROL
-----	LIMITED ACCESS CONTROL
-----	TRACT CONVEYED
-----	DATE PREPARED 12-23-15
-----	DATE REVISED 9-26-16

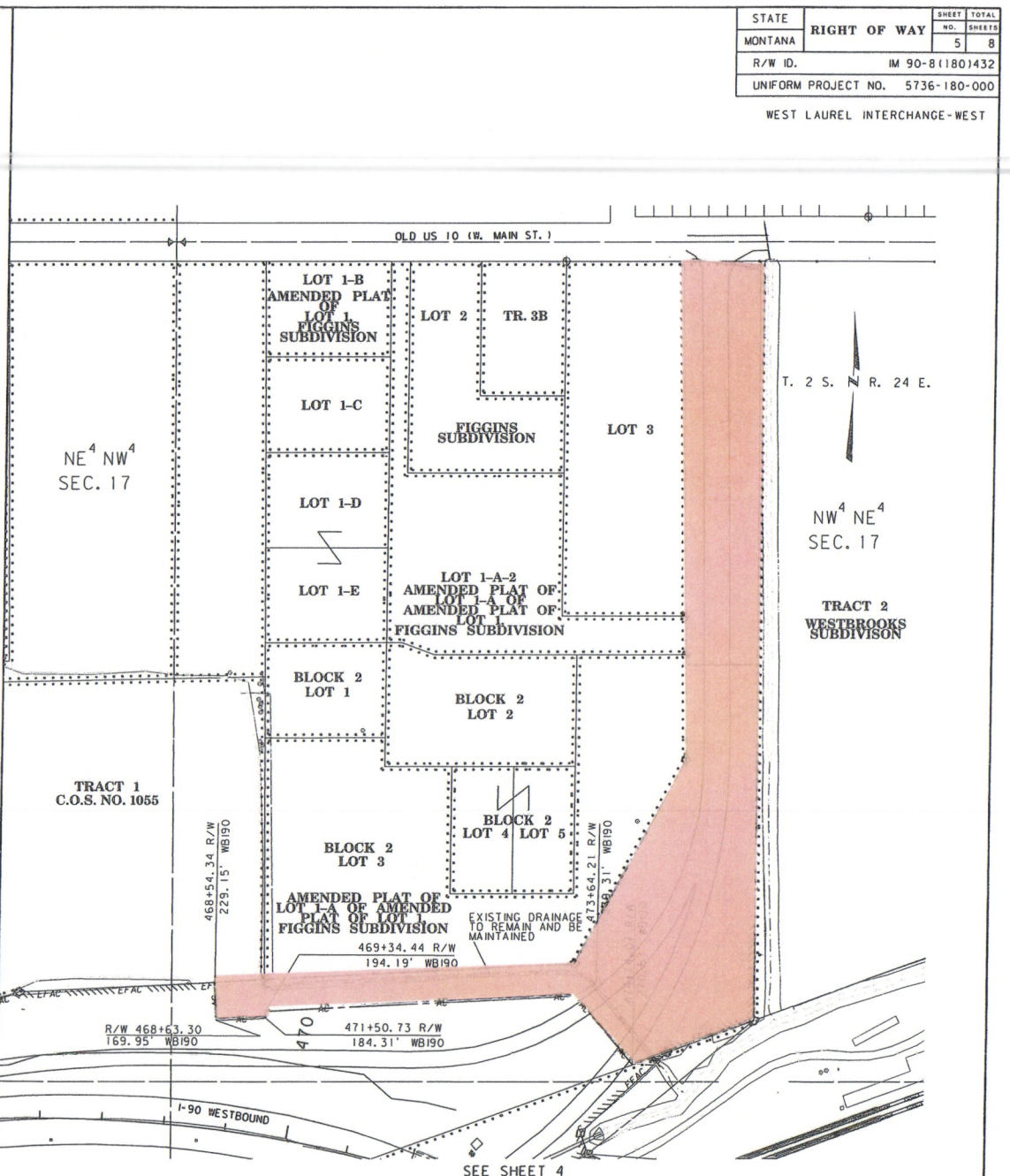
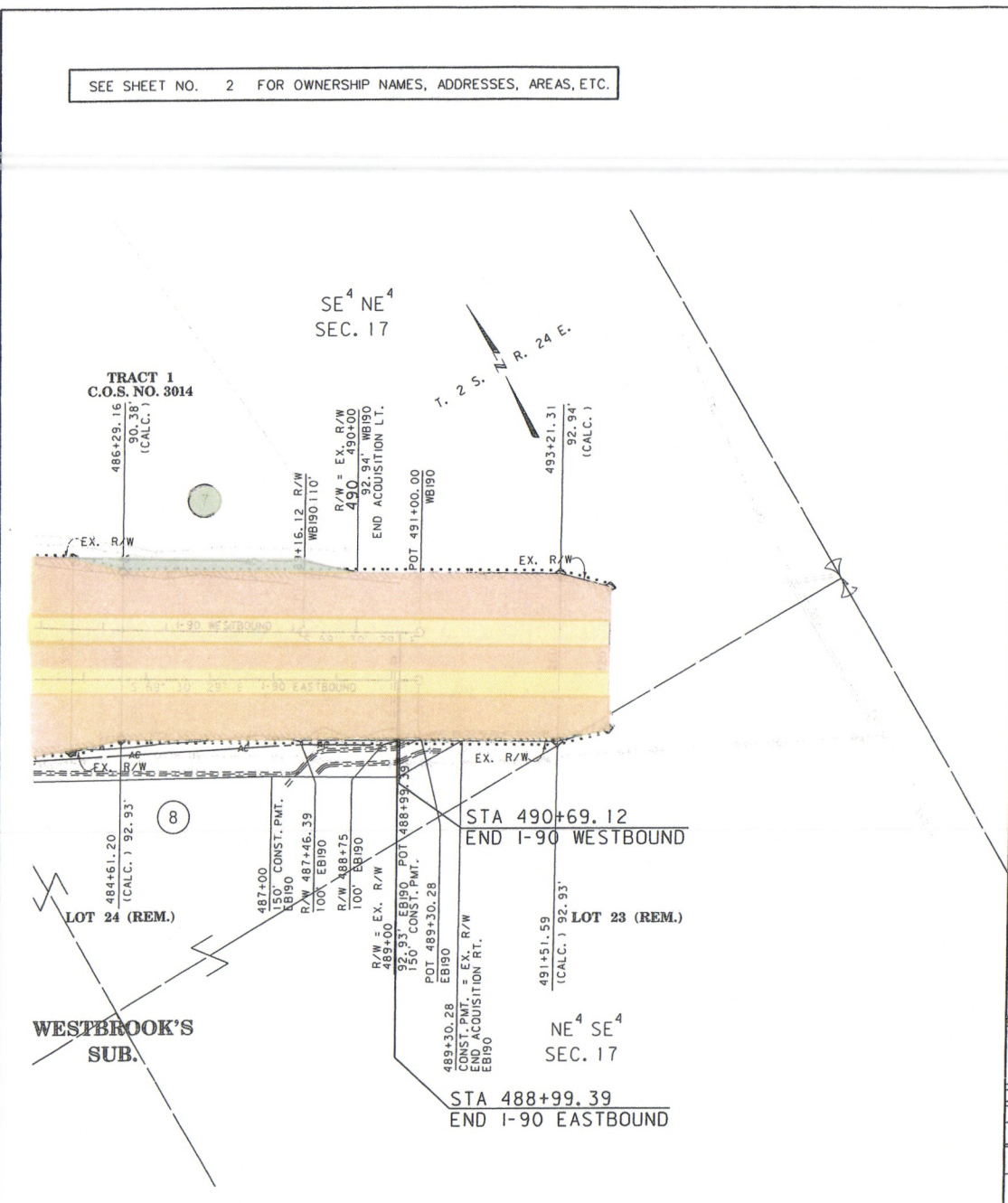
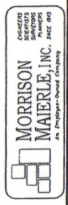
MONTANA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY EXHIBIT
YELLOWSTONE COUNTY
SCALE 1"=100'
0 50' 100' 200' 300'



STATE	RIGHT OF WAY	SHEET NO.	TOTAL SHEETS
MONTANA		5	8
R/W ID.		IM 90-8(180)432	
UNIFORM PROJECT NO.		5736-180-000	

WEST LAUREL INTERCHANGE-WEST

SEE SHEET NO. 2 FOR OWNERSHIP NAMES, ADDRESSES, AREAS, ETC.



CONSTRUCTION LIMITS CUT SECTION TRANSITION TOE OF F&L BACKSLOPE LIMITS INCLUDE ROUNDING	MAP REVISED 7/9/15 11/18/15 4/20/16 8/10/16
	FHWA/MDT APPROVAL 8/18/14
c:\dgn\5736000\repln201.dgn	
9/28/2016	
3:31:34 PM CPS-U0034	

NOTES:
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MONTANA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAN
YELLOWSTONE COUNTY
SCALE 1"=100'
0 50' 100' 200' 300'

SEE SHEET 4

STATE	RIGHT OF WAY	SHEET	TOTAL
MONTANA		4	8
R/W ID.	IM 90-8(180)432		
UNIFORM PROJECT NO.	5736-180-000		

SEE SHEET NO. 2 FOR OWNERSHIP NAMES, ADDRESSES, AREAS, ETC.

NE⁴ NW⁴
SEC. 17

POC 468+11.25 IS S 0°44'53" E
1387.71' FROM THE N1/4 CORNER
OF SECTION 17. (FND. BRASS CAP)

POC 468+11.25 IS N 0°44'53" W
3895.61' FROM THE S1/4 CORNER
OF SECTION 17. (FND. BRASS CAP)

PI=468+81.97
Δ=58°01'31" (RT)
Rc=2,250'
Ls=360'
Δs=4°35'01"
Ts=49°07'29" (RT)
Lc=1,436.00'
Ls=328.94'
V=87.7
TO MPH

TRACT 1
C.O.S. NO. 1055

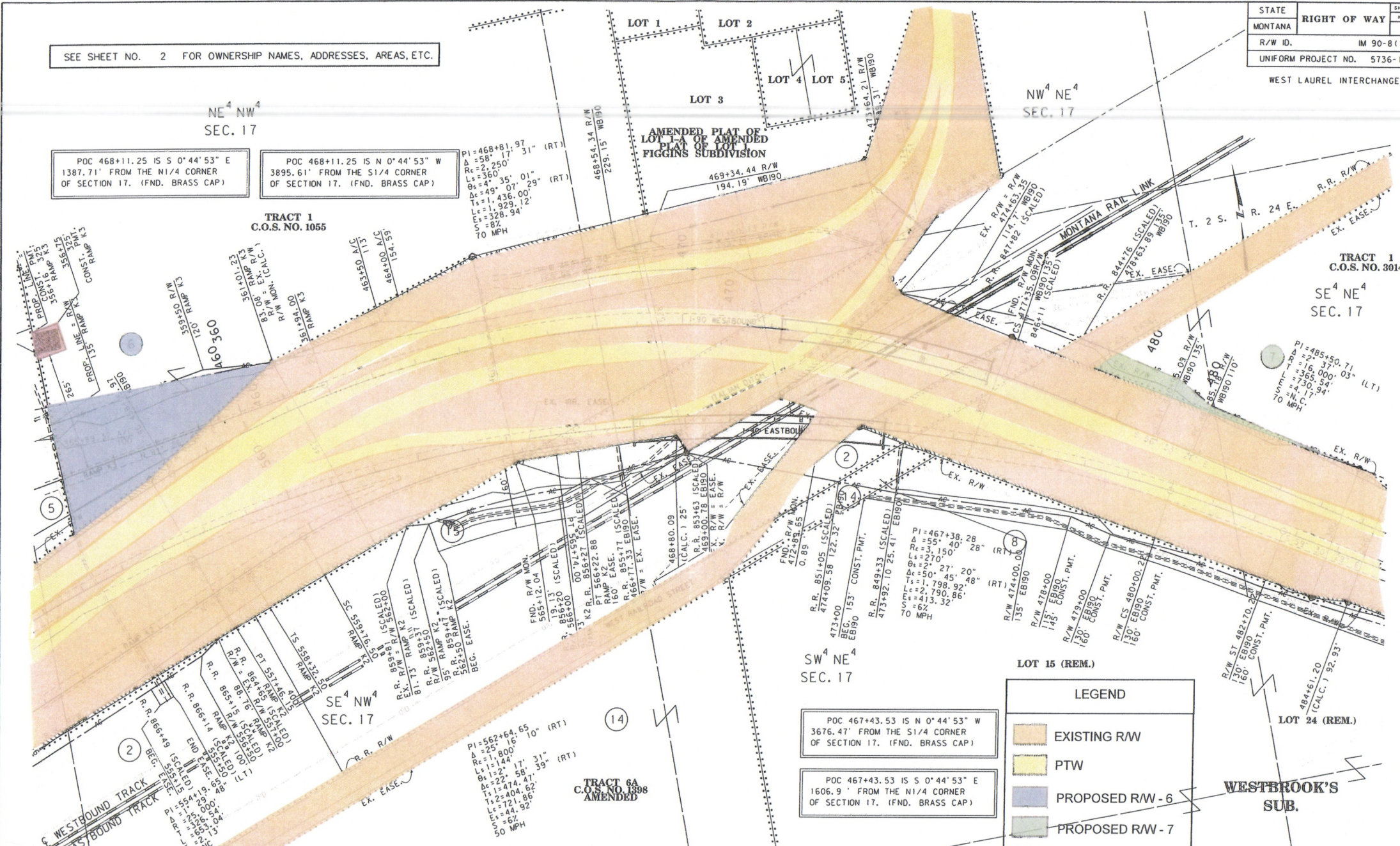
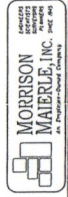
AMENDED PLAT OF
LOT 1A OF AMENDED
PLAT OF LOT 1
FIGGINS SUBDIVISION

NW⁴ NE⁴
SEC. 17

TRACT 1
C.O.S. NO. 3014

SE⁴ NE⁴
SEC. 17

PI=485+50.71
Δ=5°33'03" (LT)
Rc=16,000'
Ls=365.54'
Ts=1,117.94'
Lc=1,117.94'
V=11.1
TO MPH



SW⁴ NE⁴
SEC. 17

LOT 15 (REM.)

LOT 24 (REM.)

POC 467+43.53 IS N 0°44'53" W
3676.47' FROM THE S1/4 CORNER
OF SECTION 17. (FND. BRASS CAP)

POC 467+43.53 IS S 0°44'53" E
1606.9' FROM THE N1/4 CORNER
OF SECTION 17. (FND. BRASS CAP)

LEGEND

- EXISTING R/W
- PTW
- PROPOSED R/W - 6
- PROPOSED R/W - 7
- TEMP CONST PERMIT
- TRANSFER LAND

CONSTRUCTION LIMITS	MAP REVISED	7/9/15	9/10/15	11/18/15
CUT SECTION	TOP OF CUT	4/20/16	5/31/16	8/10/16
		9/16/16	9/26/16	
TRANSITION				
TOE OF FILL				
BACKSLOPE LIMITS	FHWA/MDT APPROVAL			
INCLUDE ROUNDING	8/18/14			
3	MDT	MONTANA DEPARTMENT OF TRANSPORTATION	c:\dgn\5736000\ropln201.dgn	9/26/2016
2				3:31:30 PM
1				CPS - U0034

NOTES:
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