

**RESOLUTION NO. R18-06**

**A RESOLUTION OF THE CITY COUNCIL APPROVING A MODIFICATION TO THE PREVIOUSLY APPROVED PERPETUAL EASEMENT FOR CHS INC. TO CONSTRUCT AND MAINTAIN A NEW WASTEWATER OUTFALL ACROSS CITY-OWNED PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT ON THE CITY'S BEHALF.**

WHEREAS, the City Council previously approved the "Easement Agreement" and "Easement Deed" between the City of Laurel, as Grantor, and CHS Inc. as Grantee through Resolution R17-66;

WHEREAS, the previous documents did not contain a complete legal description for the property at issue; and

WHEREAS, the City of Laurel and CHS Inc. modified the documents to include the correct legal description and both parties have executed the documents; and

WHEREAS, granting and approving the modified agreements for purposes of recording them is in the best interests of the City and CHS at this time.

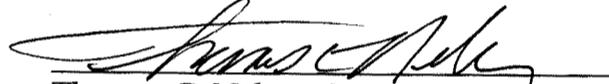
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves, grants, and accepts the attached modifications and authorizes the Mayor to execute the documents on the City's behalf, and such approval is effective retroactively to February 1, 2018.

INTRODUCED at a regular meeting of the City Council on February 20, 2018 by Council Member Klose

PASSED and APPROVED by the City Council of the City of Laurel this 20<sup>th</sup> day of February 2018.

APPROVED by the Mayor this 20<sup>th</sup> day of February 2018.

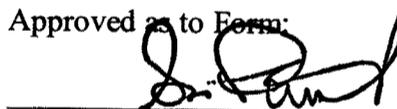
CITY OF LAUREL

  
Thomas C. Nelson, Mayor

ATTEST:

  
Bethany Keeler, City Clerk/Treasurer

Approved as to Form:

  
Sam S. Painter, Civil City Attorney

## **AMENDMENT NO. 1**

This Amendment (the "Amendment") is entered into as of February 1, 2018 by and between CHS Inc. ("CHS") and City of Laurel ("CITY").

### **RECITALS**

**WHEREAS**, CHS and CITY entered into a certain Easement Deed having an effective date as of the 17th day of October, 2017 (the "Agreement");

**WHEREAS**, the undersigned desire amend the Agreement as described herein.

### **AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment agree as follows:

1. The Easement is described and shown on the attached Exhibit A.
2. Except as expressly set forth herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
3. Any capitalized term not defined in this Amendment shall have the meaning set forth in the Agreement.
4. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which will constitute one in the same instrument. Any executed counterpart of this Amendment delivered by facsimile or other electronic transmission to a party to this Amendment will constitute an original counterpart of this Amendment.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first written above.

City of Laurel

Attest for City of Laurel

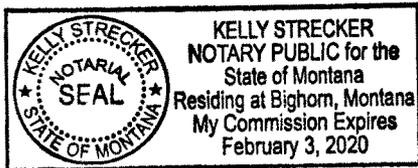
By: [Signature]  
Name: Tom Nelson  
Its: Mayor

By: [Signature]  
Name: Bethany Keeler  
Its: Clerk / Treasurer

(NOTARIAL SEAL)

State of Montana  
County of Yellowstone

The foregoing instrument was acknowledge before me on February 2nd, 2018, by Thomas C. Nelson, the Mayor of the City of Laurel and he/she executed said instrument on behalf of the City.



[Signature]  
Notary Public for the State of Montana

CHS Inc.

Attest for CHS Inc.

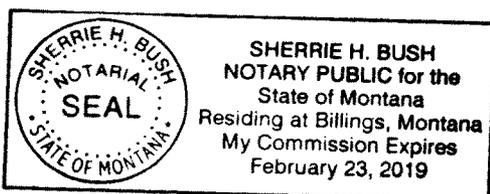
By: [Signature]  
Name: James H Ussin  
Its: Purchasing Manager

By: [Signature]  
Name: Robbin C. Nauman  
Its: Purchasing Supervisor

(NOTARIAL SEAL)

State of Montana  
County of Yellowstone

The foregoing instrument was acknowledge before me on February 12, 2018, by James H Ussin, the Purchasing Manager of CHS Inc. and he/she executed said instrument on behalf of the corporation.



[Signature]  
Notary Public for the State of Montana

# EXHIBIT A - PIPELINE EASEMENT

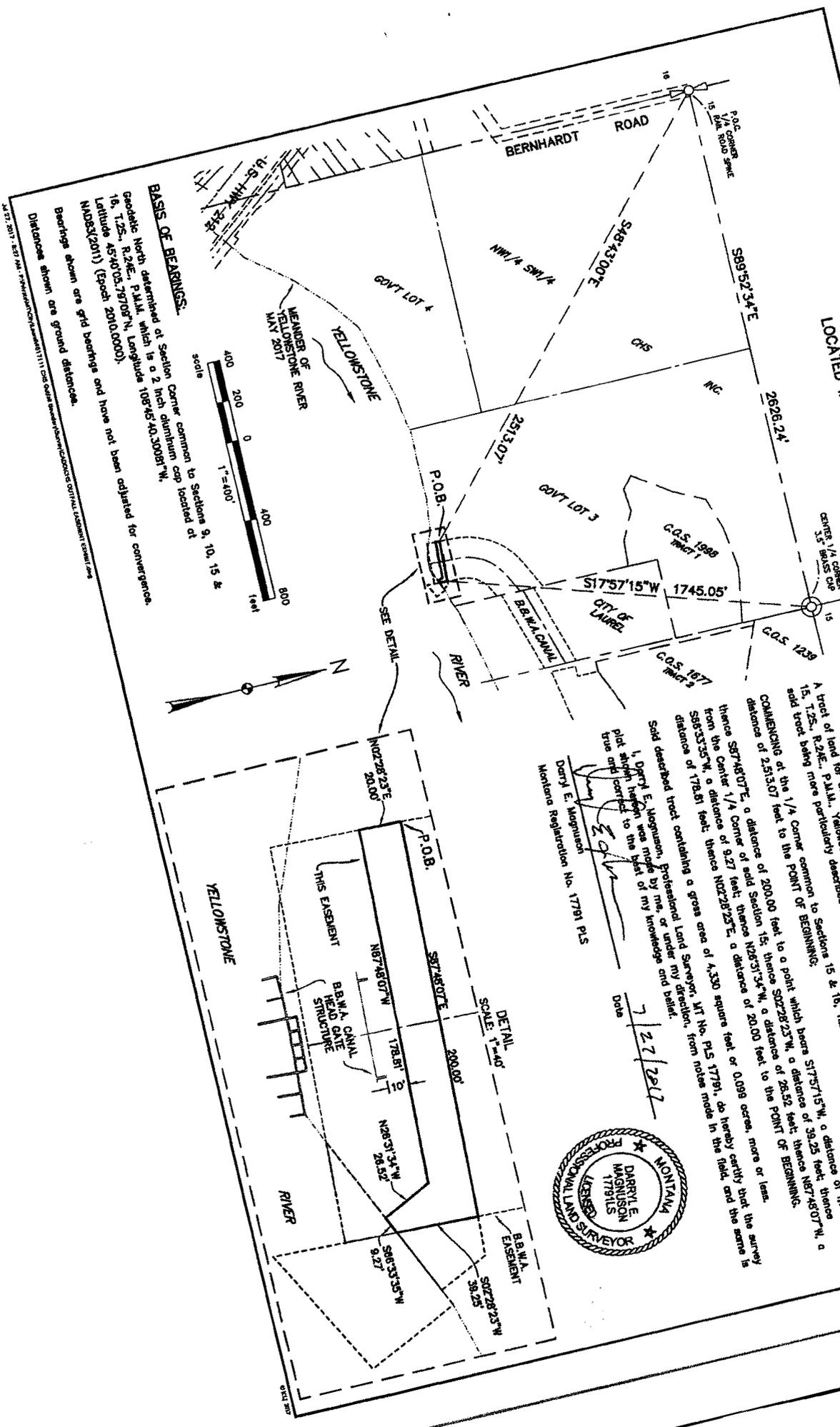
LOCATED IN GOVT LOT 3, SECTION 15, TOWNSHIP 2 SOUTH, RANGE 24 EAST, P.M.M.,  
YELLOWSTONE COUNTY, MONTANA



### LEGAL DESCRIPTION

A tract of land for the construction, maintenance and operation of a pipeline situated in Gov't Lot 3 of Section 15, T2S, R24E, P.M.M., Yellowstone County, Montana, and tract being more particularly described as follows:  
 COMMENCING at the 1/4 Corner common to Sections 15 & 16, T2S, R24E, P.M.M.; thence S48°43'00"E, a distance of 2513.07 feet to the POINT OF BEGINNING;  
 thence S07°48'07"E, a distance of 200.00 feet to a point which bears S17°57'15"W, a distance of 1,745.05 feet from the Center 1/4 Corner of said Section 15; thence S02°28'23"W, a distance of 39.25 feet; thence N87°48'07"W, a distance of 178.81 feet; thence N02°28'23"E, a distance of 20.00 feet to the POINT OF BEGINNING.  
 Said described tract containing a gross area of 4,330 square feet or 0.099 acres, more or less.  
 Darryl E. Magnuson, Professional Land Surveyor, MT No. PLS 17791, do hereby certify that the survey is true and correct to the best of my knowledge and belief.

Said described tract containing a gross area of 4,330 square feet or 0.099 acres, more or less.  
 I, Darryl E. Magnuson, Professional Land Surveyor, MT No. PLS 17791, do hereby certify that the survey is true and correct to the best of my knowledge and belief.  
 Darryl E. Magnuson  
 Montana Registration No. 17791 PLS  
 Date 7/27/2017



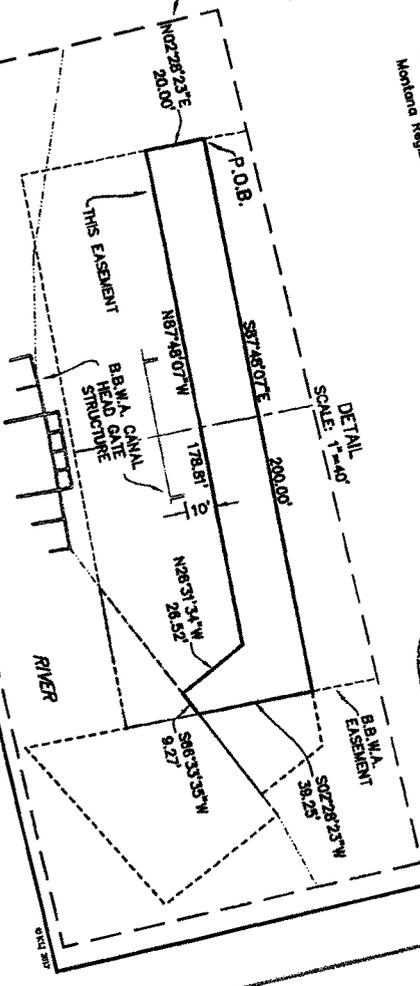
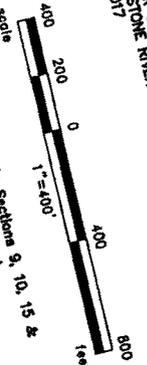
### BASIS OF BEARINGS:

Geodetic North determined at Section Corner common to Sections 9, 10, 15 & 16, T2S, R24E, P.M.M., which is a 2 inch diameter cap located at Latitude 45°40'05.79109"N, Longitude 108°45'40.30089"W, NAD83(2011) (Epoch 2010.0000).

Bearings shown are grid bearings and have not been adjusted for convergence.

Distances shown are ground distances.

Scale: 1"=400'





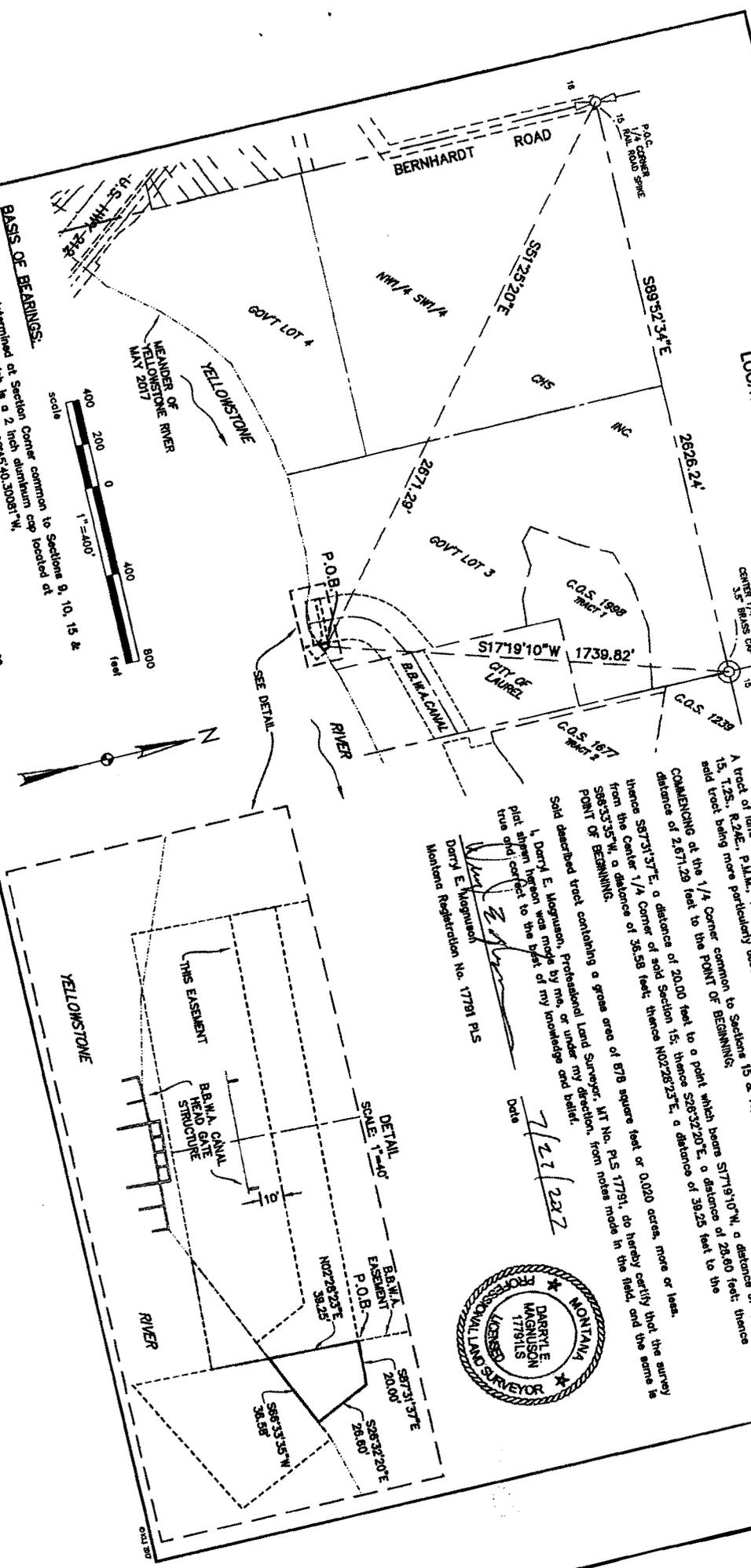


# EXHIBIT A - PIPELINE EASEMENT

LOCATED IN GOV'T LOT 3, SECTION 15, TOWNSHIP 2 SOUTH, RANGE 24 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA

### LEGAL DESCRIPTION:

A tract of land for the construction, maintenance and operation of a pipeline situated in Gov't Lot 3 of Section 15, T.2S., R.24E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows:  
COMMENCING at the 1/4 Corner common to Sections 15 & 16, T.2S., R.24E., P.M.M.; thence S51°25'20"E, a distance of 1,739.82 feet to the Center 1/4 Corner of said Section 15; thence S26°32'20"E, a distance of 20.00 feet; thence S87°31'37"E, a distance of 20.00 feet to a point which bears S17°19'10"W, a distance of 1,739.82 feet from the Center 1/4 Corner of said Section 15; thence S26°32'20"E, a distance of 20.00 feet; thence S87°31'37"E, a distance of 20.00 feet to the POINT OF BEGINNING.  
Said described tract containing a gross area of 878 square feet or 0.020 acres, more or less.  
I, Darryl E. Magnuson, Professional Land Surveyor, MT No. PLS 17791, do hereby certify that the survey plat shown herein was made by me, or under my direction, from notes made in the field, and the same is true and correct to the best of my knowledge and belief.  
Darryl E. Magnuson  
Montana Registration No. 17791 PLS  
Date 7/27/2017



### BASIS OF BEARINGS:

Geodetic North determined at Section Corner common to Sections 9, 10, 15 & 16, T.2S., R.24E., P.M.M., which is a 2 inch diameter cap located at NAD83(2011) (Epoch 2010.0000).

Bearings shown are grid bearings and have not been adjusted for convergence.  
Distances shown are ground distances.

Scale: 1"=400'

