

RESOLUTION NO. R18-15

A RESOLUTION ACCEPTING AN EASEMENT FROM THE NUTTING DRAIN DISTRICT FOR THE PURPOSE OF CREATING A PUBLICLY DEDICATED EASEMENT OVER DISTRICT OWNED PROPERTY FOR THE CONTRUCTION AND/OR INSTALLATION OF PUBLIC IMPROVEMENTS WITHIN THE IRON HORSE SUBDIVISION.

WHEREAS, the City of Laurel and Montana Law requires the creation of certain public easements and rights-of-way within subdivisions for the purpose of the installation and construction of public improvements including roads, water, wastewater and sewer systems which benefit the citizens and residents of the subdivision; and

WHEREAS, the development of the subdivision known as the Iron Horse Subdivision currently requires the developer to construct public improvements that will cross property owned by the Nutting Drain District; and

WHEREAS, the Nutting Drain District, by and through its Board of Directors authorized and approved the attached Easement Agreement in favor of the City of Laurel for the construction of certain public infrastructure as provided therein; and

WHEREAS, the attached Easement Agreement contains the terms, conditions and location of the affected property and is hereby incorporated as part of this Resolution as provided therein.

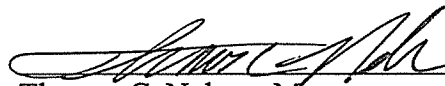
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby accepts the Easement attached hereto pursuant to the terms and conditions contained therein.

Introduced at a regular meeting of the City Council on April 17, 2018, by Council Member Klose.


PASSED and APPROVED by the City Council of the City of Laurel this 17th day of April, 2018.

APPROVED by the Mayor this 17th day of April, 2018.

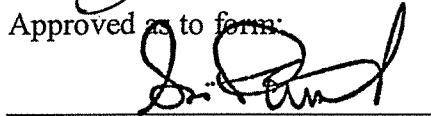
CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

Approved as to form:


Sam Painter, Civil City Attorney

Return to:

City of Laurel
c/o Chief Administrative Officer
P.O. Box 10
Laurel, Montana 59044

EASE

3831870

10/27/2017 04:05 PM Pages: 1 of 4 Fees: 38.00
Jeff Martin Clerk & Recorder, Yellowstone MT



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into effective this 25th day of October, 2017, by and between **NUTTING DRAIN DISTRICT**, of 1310 Hillcrest, Laurel, Montana 59044 (the "District"), and **THE CITY OF LAUREL, MONTANA**, a municipal corporation, c/o Chief Administrative Officer, P.O. Box 10, Laurel, Montana 59044 (the "City").

RECITALS:

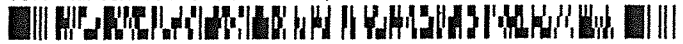
A. The District is the owner of a strip of land 100 feet in width situated in the NE $\frac{1}{4}$ of Section 9, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, as described in that Warranty Deed dated March 20, 1931 and recorded June 10, 1931 in Book 159 of Deeds, Page 81, records of Yellowstone County, Montana (the "District Property"), a portion of which is shown and depicted on the plat of Iron Horse Station Subdivision (the "Subdivision"), which plat was recorded April 26, 2005, under Document 3330583, records of Yellowstone County, Montana (the "Subdivision Plat").

B. The construction and installation of required public improvements for the Subdivision are governed by a Subdivision Improvements Agreement dated April 26, 2005 and recorded April 26, 2005 under Document No. 3330584, records of Yellowstone County, Montana (the "Improvements Agreement").

C. In the Improvements Agreement, the lots south of the District Property are identified as Phase I and the lots north of the District Property are identified as Phase II.

C. Iron Horse Station, LLC (the "LLC"), is the subdivider for the approved Subdivision Plat and is the owner of all of the Phase II lots in the Subdivision.

D. On the Subdivision Plat, Great Northern Road runs south to north within Phase I to its intersection with the District Property, then crosses the District Property and continues northerly and easterly in Phase II to its intersection with Alder Avenue.



E. In conjunction with the development of the lots in Phase I, the LLC constructed and installed an underground public water main that enters the Subdivision near the northwest corner of Phase II and runs southeasterly and southerly, a portion of water main which is within the dedicated rights-of-way for Short Line Drive and Great Northern Road. The water main then continues under District Property within the proposed right-of-way for Great Northern Road shown on the Subdivision Plat.

F. In order to develop the Phase II lots, a public easement and right-of-way is needed for that portion of Great Northern Road crossing the District Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The District does hereby grant unto the City, and its successors and assigns, a perpetual easement and right-of-way over, across, under and through the following described tract of real property in Yellowstone County, Montana (the "Easement Area"):

A sixty (60) foot wide strip of land within the District Property, being thirty (30) feet on each side of the centerline of Great Northern Road as shown and described on the Subdivision Plat, as the Easement Area is illustrated on Exhibit A attached to this Easement Agreement.

This perpetual easement and right-of-way to the City, and its successors and assigns, is for the purposes of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing (i) a public street and bridge over the drain ditch situated within the District Property for use by the City and members of the public, and (ii) underground water, sewer, storm drain and other utility lines over, under, across, on and through the Easement Area to serve properties within the vicinity of the Easement Area; together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, repairing and replacing said public street, bridge and underground utilities and appurtenances (collectively, the "Public Improvements"). In connection with the construction of the public street and bridge as part of the Public Improvements, a five and one-half (5½) foot wide concrete box culvert will be installed in order to allow the flow of water in the drain ditch and to facilitate maintenance of the drain ditch.

The District, and its successors and assigns, shall continue to have the right to use and enjoy the property within the Easement Area, except as to the rights granted herein and subject to the following restrictions:

- (a) The District agrees not to construct, nor cause to be constructed, within the Easement Area any type of building, structure or other engineering works, nor any other fixed objects of any kind, shape or form, that would interfere with the construction, reconstruction, use, maintenance, operation, service, repair or replacement of the Public Improvements, except as may be expressly allowed in writing by the City.



- (b) The District agrees that authorized representatives of the City can freely travel within the Easement Area with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.

Although the District and the City understand and agree that the easement and right-of-way granted herein is for the purpose of constructing and installing the Public Improvements, the City is not hereby undertaking any obligation to construct or install any of the Public Improvements. The Public Improvements within the Easement Area are governed by the Improvements Agreement and the construction and installation of the Public Improvements shall be in compliance with the Improvements Agreement and the City codes, rules, regulations and policies regarding improvements to and use of public streets, bridges and rights-of-way.

The agreements, easements, rights-of-way, privileges, rights and statements in this Easement Agreement shall run with the land and shall be binding upon the District, and upon its successors and assigns.

IN WITNESS WHEREOF, the District has executed this Easement Agreement by and through its duly authorized officer as of the day and year first above written.

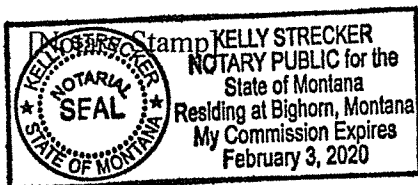
NUTTING DRAIN DISTRICT

By: *[Signature]* *Matt Wheeler*
Its: *President*

Attest:
[Signature] *Ron Benner*
Its: *Commissioner*

STATE OF MONTANA)
 : ss.
County of Yellowstone)

This instrument was acknowledged before me on *October 25*, 2017, by *Matt Wheeler* and *Ron Benner*, as the *President* and *Commissioner*, respectively, of NUTTING DRAIN DISTRICT.



[Signature]
Notary Public

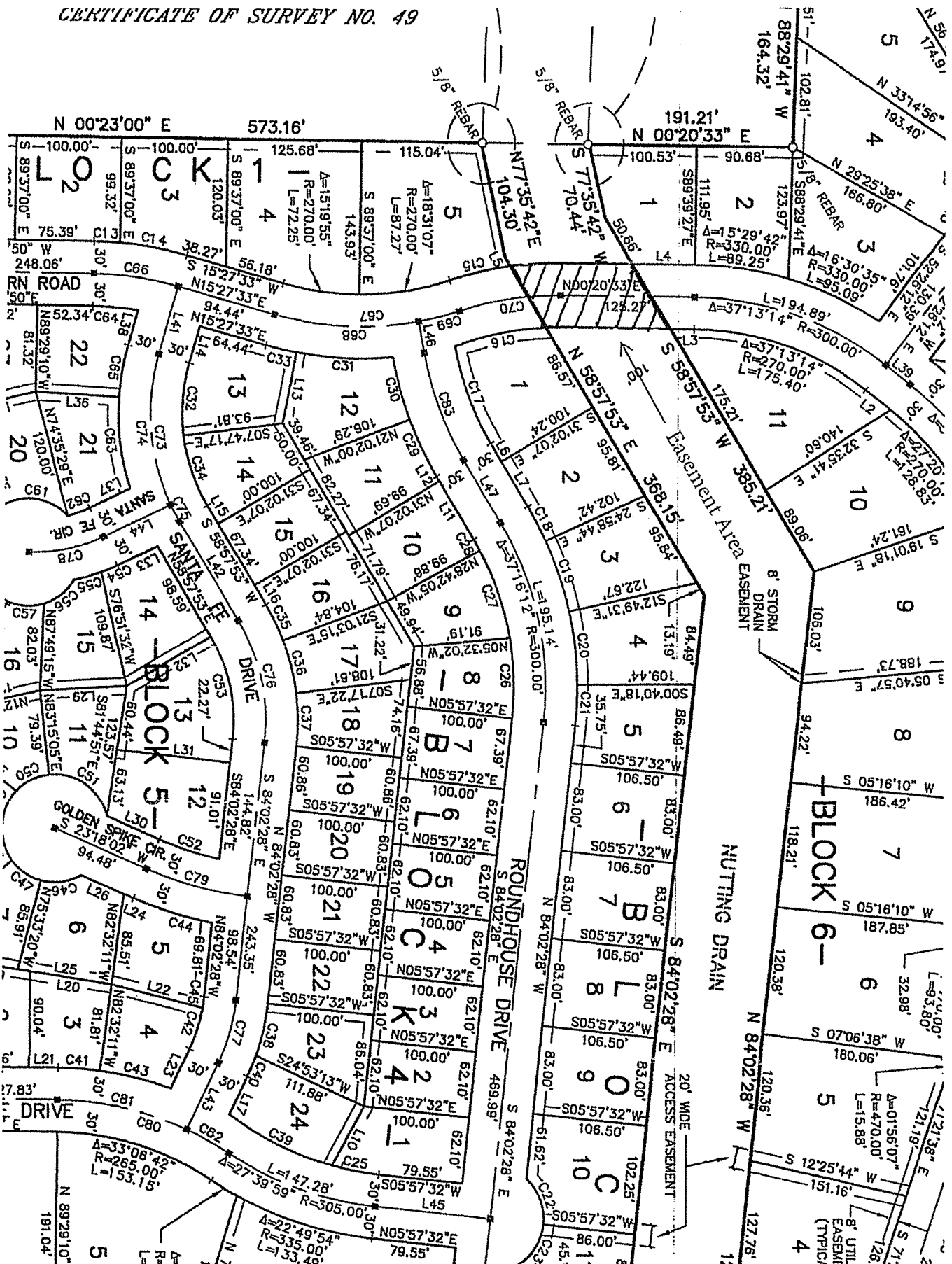


EXHIBIT A

EASE 3831870

10/27/2017 04:05 PM Pages: 4 of 4 Fees: 38.00

Jeff Martin Clerk & Recorder, Yellowstone MT

