

**RESOLUTION NO. R21-69**

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH WBI ENERGY TRANSMISSION, INC. RELATING TO THE CLOSURE OF RIVERSIDE PARK DUE TO THE PIPELINE REPLACEMENT PROJECT.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Agreement between the City of Laurel and WBI Energy Transmission, Inc. a copy attached hereto and incorporated herein, is hereby approved.

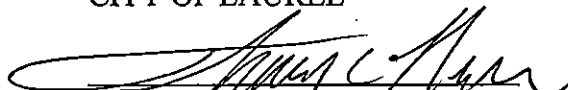
Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on August 10, 2021, by Council Member McGee.

PASSED and APPROVED by the City Council of the City of Laurel this 10<sup>th</sup> day of August 2021.

APPROVED by the Mayor this 10<sup>th</sup> day of August 2021.

CITY OF LAUREL



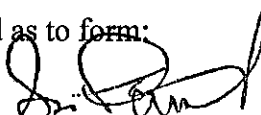
Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, Clerk-Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney

**WBI ENERGY TRANSMISSION, INC.  
LAND AND LAND RIGHTS RECEIPT AND RELEASE OF DAMAGES**

<b>Date:</b> August , 2021	<b>PROJECT DESCRIPTION</b> Remove/Relocate South Yellowstone River Valve	<b>W.O. Reference:</b> 1210070.1070.				
<b>GRANTOR:</b>	City of Laurel PO Box 10 Laurel, Montana 59044-0010	<b>Document No:</b>				
<b>TRACT #:</b>						
<b>LEGAL DESCRIPTION:</b>						
A tract of land lying in the N1/2NW1/4 of Section Twenty-two (22) in Township Two (2) South, Range Twenty-four (24) East of the Principal Meridian Montana, Yellowstone County, Montana..						
<b>RELEASE OF DAMAGES:</b>						
Grantor hereby consents and agrees to the payment arrangement for the interests acquired as set out below. Grantor further agrees the payments made herein constitute full and final settlement of claims related to the payments made herein; provided, however, that nothing in this Land and Land Right Receipt shall modify or amend the damage agreement between the parties regarding any obligation of WBI Energy Transmission, Inc. to pay damages as set forth in the WBI Energy Transmission, Inc. Pipeline Easement between the parties and as otherwise required by law. The parties acknowledge that the payment described herein is to compensate Grantor for ordinary damages sustained as a result of initial construction and installation of the pipeline. Grantee shall compensate Grantor for future surface damages.						
<b>INTERESTS ACQUIRED:</b>						
	<u>Acres</u>	<u>Price/Acre</u>	<u>Total</u>	<u>Resource Code</u>		
50' Permanent Easement	0	0	\$0.00	5910		
Extra Temporary Workspace	0	0	\$0.00	5911		
Temporary Access Roads	0	0	\$0.00	5911		
			<i>Total</i>	\$0.00		
<b>ADVANCE DAMAGES:</b>						
	<u>No.</u>	<u>Price</u>	<u>Percentage</u>	<u>Total</u>	<u>Resource Code</u>	<u>Ag or Misc</u>
Keeping Riverside Park Closed	1	13500.00	100%	\$13,500.00	5744	Misc
Loss of Trees	2	1500	100%	\$3,000.00	5744	Misc
				<i>Total</i>	\$16,500.00	

**Notes:**

City of Laurel kept Riverside Park closed during WBI Energy's pipeline replacement project. Payment for the trees that were removed during construction.


Fractional Ownership: 1

**TOTAL DUE:** \$16,500.00


*Payment Due Date:*

*Special Handling Instructions:*

**GRANTOR SIGNATURE:**

  
\_\_\_\_\_  
Thomas Nelson  
Mayor City of Laurel

**WITNESS:**

  
\_\_\_\_\_  
Bethany Langre  
Clerk/Treasurer