

RESOLUTION NO. R22-44

**RESOLUTION APPROVING THE ENCROACHMENT PERMIT BY AND
BETWEEN THE BILLINGS BENCH WATER ASSOCIATION AND THE CITY OF
LAUREL**

WHEREAS, the Billings Bench Water Association owns and operates the BBWA Main Canal, as reflected in the attached Encroachment Permit;

WHEREAS, the City of Laurel maintains a Main Water Line paralleling the BBWA Main Canal for 300 feet, located in the BBWA right-of-way, described as "a strip of land 150 feet wide, 50 feet lying on the Northerly side, and 100 feet lying on the Southerly side of the land more particularly described on the Encroachment Permit; and

WHEREAS, the Billings Bench Water Association has agreed to grant the City of Laurel an Encroachment Permit to run, construct, repair, and maintain the City's Main Water Line, subject to the terms and conditions of the Encroachment Permit.

THEREFORE, the City Council of Laurel hereby accepts and approves the Encroachment Permit by and between the Billings Bench Water Association and the City of Laurel and authorizes the City of Laurel Mayor to take all necessary steps to ensure the execution and proper recordation of the Encroachment Permit.

Introduced at a regular meeting of the City Council on the 23rd day of August 2022 by Council Member Mize.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 23rd day of August 2022.

APPROVED by the Mayor on the 23rd day of August 2022.

CITY OF LAUREL



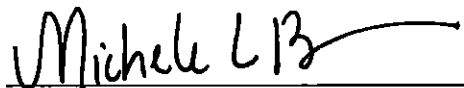
Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Michele LB", with a long horizontal flourish extending to the right.

Michele L. Braukmann, Civil City Attorney

ENCROACHMENT PERMIT

THE BILLINGS BENCH WATER ASSOCIATION (BBWA) hereby quit Claims to City of Laurel, 115 West 1st Street, Laurel, MT 59044 as (Permittees or Grantee), revocable permission to:

A Right-of-Way Permit granted for permission to run, construct, repair and maintain the Main Water Line paralleling the BBWA Main Canal for 300 feet in which is owned by said applicant, located in the BBWA right-of-way.

"A strip of land 150 feet wide, 50 feet lying on the Northerly side, and 100 feet lying on the Southerly side of the following described land:

Beginning at a point on the mid-section line of said Section 15 - Twp 2N 24E - bearing South zero(0)degrees and one(1) minute East a distance of twelve hundred and two and seven tenths (1202.7) feet from the mid-section corner of Section 15; thence South seventy three (73) degrees, seventeen (17) minutes West a distance of four hundred and seventeen and six tenths (417.6) feet, which point is four hundred (400) feet North, eighty nine(89) degrees fifty seven (57) minutes West and thirteen hundred twenty two and seven tenths (1322.7) feet South, zero(0) degrees one(1) minute East of the mid-section corner of Section 15."

Subject to the following terms and conditions.

WHEREAS persons may not encroach upon or otherwise use or impair BBWA's Canal, or its primary or secondary easement, without obtaining approval and an easement therefore:

1. PLANS AND SPECIFICATIONS OF ANY "ENCROACHMENT" or "DISTURBANCE" OR "PLACEMENT OF FACILITY":

An "encroachment" or "disturbance" or "placement of facility" means the construction or the placement, and any work associated therewith, of any facility, including utility lines, pipes, pipeline, culverts, bridges, trees, buildings, etc. over, across, on, under, through or near the BBWA'S canal, laterals, embankment, or right-of-way thereof.

1. The first part of the document is a letter from the Secretary of the State to the Governor, dated 10th March 1870. It contains a report on the state of the State and the progress of the various departments. The letter is signed by the Secretary and is addressed to the Governor.

2. The second part of the document is a report on the state of the State, dated 10th March 1870. It contains a detailed account of the various departments and the progress of the State. The report is signed by the Secretary and is addressed to the Governor.

3. The third part of the document is a report on the state of the State, dated 10th March 1870. It contains a detailed account of the various departments and the progress of the State. The report is signed by the Secretary and is addressed to the Governor.

4. The fourth part of the document is a report on the state of the State, dated 10th March 1870. It contains a detailed account of the various departments and the progress of the State. The report is signed by the Secretary and is addressed to the Governor.

5. The fifth part of the document is a report on the state of the State, dated 10th March 1870. It contains a detailed account of the various departments and the progress of the State. The report is signed by the Secretary and is addressed to the Governor.

6. The sixth part of the document is a report on the state of the State, dated 10th March 1870. It contains a detailed account of the various departments and the progress of the State. The report is signed by the Secretary and is addressed to the Governor.

2. Any "encroachment", "disturbance" or "placement of facility" by "PERMITTEE", over, across, under, on or near BBWA's canal, laterals, And embankment thereof, MUST BE DONE BETWEEN NOVEMBER 1, AND APRIL 1, of each year, unless a specific written exception is granted by BBWA. "PERMITTEE", shall contact BBWA, at least twenty-four (24) hours in advance of any actual "encroachment" "disturbance", or "placement of facility."

On lateral crossings, BBWA requires using riprap and necessary measures to insure that the soil integrity of the canal will not give away or leak. All cuts in the laterals shall be lined with high swelling sodium type bentonite such as is produced by Wyo-Ben Inc. or other impervious material as agreed to by BBWA.

Final details of reclamation shall include:

Soil compaction per attached exhibits, surface restoration per attached exhibits, and grass areas will be sodded. Final reclamation shall be approved by BBWA prior to and after "PERMITTEE'S" "encroachment" "disturbance" or "placement of facility".

3. The installation of any culvert, bridge, fence, or any other "facility" will be such as to allow BBWA access to cleaning and allow safe and efficient operation, maintenance of its canals and laterals.
4. BBWA shall be entitled to use the road easement in the operation and maintenance of its canal. The "Permittee" shall have right of access and enjoyment of its easement under this agreement so long as such use and enjoyment by "Permittee" does not interfere with the normal operation and maintenance of BBWA'S canals and only so long as the encroachment otherwise complied with the bylaws of BBWA as they may exist from time to time.
5. The "Permittee", will take necessary actions to insure that the easement does not create a nuisance or hazard to the public, or that the easement will not interfere with other utility easements.
6. The "Permittee" shall take necessary precautions to warn or prevent the public from using BBWA'S easement, in a manner which might result in harm or damage to BBWA'S canal, the "Permittee", or the public including the construction of a safety curb along the canal, and posting "No Trespassing" signs along the canal.

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7. The "Permittee" shall be responsible for the cleaning, and maintaining; of any facility it constructs or places in BBWA'S canal or laterals. "Permittee" shall be responsible for any damage associated with and "encroachment", disturbance", or "placement of facility", by "PERMITTEE". BBWA may, but has no duty to repair, replace or clean any structure of "Permittee" and assess against the "PERMITTEE" the cost thereof.
8. The "PERMITTEE", and/or its contractors, shall provide BBWA with Proof of insurance, prior to any "encroachment", "disturbance", or placement of facility."
9. The "PERMITTEE" shall pay to BBWA,
Five Thousand Five Hundred Sixty Dollars and NO/100 Dollars
(\$5560.00).

(Receipt of which is hereby acknowledged for this permit and easement)

BBWA'S general costs and expenses associated with this permit include a review of "Permittee's" plans, site inspection, development and operation of this permit system, record keeping, on site inspection prior to, during and after construction, and possible inconvenience and expense related to said "encroachment", "disturbance", or "facility", during future years of operation, maintenance, and cleaning BBWA'S canals and laterals. If BBWA has to clean, repair, or maintain any "encroachment", "disturbance", or facility, of "PERMITTEE", BBWA shall do so, and send the "Permittee" a bill for such services.

10. "PERMITTEE" is liable for any consequential damages related to or caused by "Permittee's" "encroachment", "disturbance", or "facility". "Permittee" agrees to indemnify and hold harmless the BBWA from any damages arising out of "PERMITTEES" "Encroachment", "Disturbance" or "Facility". In accepting this PERMIT, The "permittee", its/his successors or assigns, agree to protect BBWA and save it harmless from all claims, actions or damage of every kind and description which may accrue, to or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation or by the improper occupancy of said encroachment, and in case any suit and/or action is brought against BBWA and arising out of, or by reason of, any of the causes, the "PERMITTEE" its/ his successor assigns, will upon notice to it/him of the commencement of such action defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against BBWA in any such suit or action.

11. In the event BBWA shall at any time in the future change the location or elevation of its canal or lateral at the point above referred to, necessitating any change in the location of the head gate, the cost of the modifications shall be borne by the permittee.
12. Change or location of such buried line to meet the needs of the BBWA, shall be borne by the "Permittee".
13. In the event the BBWA in the enjoyment and operation of the irrigation system, damages the buried line of the "Permittee", that the "Permittee" will not claim any damage from the BBWA except in such instances as the damage is caused by the willful or gross negligence of the BBWA, its representatives, contractors, agents or servants.
14. If BBWA owns less than the entire and undivided fee simple title in said lands, then this easement applies only to the interest they have.
15. This Permit shall also be binding on any other successor or assignee of the "Permittee". THIS PERMIT SHALL RUN WITH THE LAND. Any successor in interest of "Permittee" shall immediately be bound by the terms of this agreement by any use of its benefits of the encroachment permit.
16. If "Permittee" is a contractor, agent, or other representative for another principal, city or county government, or any other person or entity, this permit shall be binding on such principal, government, and such other person or entity. This permit shall also be binding on any other successor or assignee of the "Permittee" and such entity waives all defenses of sovereign immunity, statutory, or constitutional rights of home rule.
17. In the event of a dispute over the terms and conditions of the Agreement, The BBWA shall be entitled to its reasonable attorney's fees and costs from the "Permittee", whether or not the same are incurred in connection with any lawsuit.
18. The Permittee warrants that it is authorized to enter into this agreement for and on behalf of all persons claiming an interest in this permit.
19. Each and every person using such permit shall by their use covenant and agree to be bound by the terms hereof to the same extent as the "Permittee".
20. The Permit may not be assigned without written consent of BBWA.

I AGREE TO THE TERMS AND CONDITIONS OF THIS PERMIT:

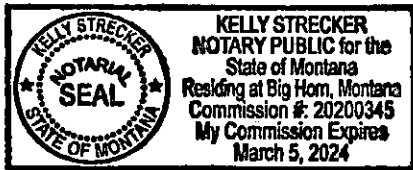
By David Waggoner
Mayor
Title

STATE OF MONTANA

COUNTY OF YELLOWSTONE

On this 23rd day of August, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared David Waggoner known to me to be the person whose name is subscribed on this instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kelly Strecker
Notary Public for the State of Montana
(Printed name) Kelly Strecker
Residing at Big Horn mt
My commission expires March 5, 2024

BILLINGS BENCH
 WATER ASSN.
 P.O. BOX 50150
 BILLINGS, MT 59105
 406-259-6241

INVOICE

Date	Invoice #
7/15/2022	47236

Bill To
City of Laurel 115 West 1st Strret Laurel, MT 59044

Due Date	Account #
8/14/2022	

Description	Rate	Amount
Right-of-Way Permit to run, construct, repair & maintain water line paralleling BBW Main Canal for 300 feet	5,500.00	5,500.00
Recording Fees	60.00	60.00

Credit Cards Accepted - 3.29% of amount processed + \$.10 transaction fee will be applied - Please call for amount.	Total	5,560.00
LATE FEES APPLIED AS FOLLOWS: 5% Penalty plus 50 cents adv charge and interest charges at highest rate provided for under Montana Law. Follow us on FACEBOOK @BillingsBenchWater		

Phone #	E-mail	Web Site
406-259-6241	bbwa@bresnan.net	http://billingsbenchwater.vistaprintdigital.com

RALPH H. FIFIELD
CONSULTING ENGINEER
BILLINGS, MONTANA

May 1st, 1928

Mr. T. A. Rigney,
City Clerk,
Billings, Montana

Dear Sir:-

Due to a few changes that have taken place in the river, it is now necessary that the Billings Bench Water Association extend its canal up the river at a point in Lot 3, Section 15, Township 2 South, Range 24 E. which would necessitate crossing property owned by your city and now being used for a dumping ground. The right-of-way required is shown on the attached blue print and the description is herein below given.

It is the understanding of the writer that you require ground for dumping purposes and it is understood that a bridge will have to be constructed across the canal to serve your purposes. After the canal is constructed you will be able to drive along on top of the bank and dump over and on the outside of the same, if you so desire.

It is also necessary that the Association take care of outlet to the City's sewer and it proposes to continue the pipe line across the canal so as to empty into the slough below. It is also the writer's understanding that the Board of your City will meet on ~~next~~ ~~Monday~~ evening, at 8:00 o'clock, and if it is convenient, the Association would like to appear before the Board and submit its proposition and if possible, construct a canal for the right-of-way desired.

The land is described as follows, to-wit:

"A tract of land containing one and five tenths (1.5) acres, more or less, lying and being in Lot 3, Section 15, Township Two (2) South of Range 24 E.M.P.M. and more particularly described as follows:

"A strip of land 150 feet wide, 50 feet lying on the Northerly side, and 100 feet lying on the Southerly side of the following described line:

"Beginning at a point on the mid-section line of said Section 15, bearing South zero (0) degrees and one (1) minute East a distance of twelve hundred and two and seven tenths (1202.7) feet from the mid-section corner of said Section 15; thence South seventy-three (73) degrees, seventeen (17) minutes West a distance of four hundred and seventeen and six tenths feet (417.6), which point is four hundred (400) feet North, eighty-nine (89) degrees

(~~thence~~) feet south, zero (0) degrees and (2) minutes West of the mid-section corner of said Section 15."

Reserving and excepting right of way for sewer outlets to Yellowstone River.

The above may be described by meets and bounds if it is so desired.

Will you please telephone the writer, at his expense, whether or not it will be convenient for the Officials of The Billings Bench Water Association to meet with your Board Tuesday evening, and if so at what time they should be there?

Thanking you in advance, I am,

Yours very truly,

A handwritten signature in cursive script, appearing to read "R.H. Field". The signature is written in dark ink and is positioned to the right of the typed name "R.H. Field".

FEE/RHF

THIS INDENTURE, made this 21st day of May, 1928, by and between the CITY OF LAUREL, MONTANA, a municipal corporation, the party of the first part, and Billings Bench Water Association, a corporation, of Billings, Montana, the party of the second part, Witnesseth:

That, for and in consideration of the sum of One and no/100 Dollars and other valuable considerations in hand paid to the party of the first part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargains, sells and conveys to the party of the second part, its successors and assigns, a right of way and easement not to exceed 150 feet in width situate, lying and being in Lot 3, Section 15, Township Two (2) South of Range 24 East, Montana Principal Meridian, in Yellowstone County, Montana, and more particularly described as follows:

COPY

Together with the right to said second party, its successors and assigns, to construct, operate and maintain an irrigation canal or ditch on, along, through, across or over the above described lands.

In consideration of the first party granting said right of way and easement, said second party agrees to smoothe down, level and widen the top of the ditch banks through said first party's lands to the satisfaction and approval of the first party's engineer so the same may be used for a road and at the east end of the south bank second party agrees to widen said ditch bank to a width of at least 40 feet so as to afford room enough for teams and trucks to turn on; second party further agrees to furnish the material and build, erect, construct, and maintain, any and all sewer outlets ^{to the river} that first party now has in use or may hereafter require from its sewer filter beds or sewer system, the same to be built, erected, constructed or replaced ^{within} thirty (30) days after notice from said first party that the same are required; and second party further agrees to furnish all material and build, erect, ~~and~~ construct, replace and maintain a wagon bridge and approaches at a point over and across second party's canal or ditch to be designated by first party, said bridge to be 16 feet wide and with railings and of sufficient strength to carry a 10,000 pound load.

It is further agreed by the parties hereto that all lands out side of the ditch banks not used or occupied by the canal or ditch and its banks when said canal or ditch is completed shall be used by the first party as dumping grounds and first party shall have the right to dump from the banks of said second party's canal or ditch.

The covenants of this agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

CITY OF LAUREL,

By
Its Mayor

Attest:
City Clerk.

BILLINGS BENCH WATER ASSOCIATION,

By
Its President.

Attest:
Its Secretary.

Specifications furnished by said party

THIS INDENTURE, made this 15th day of May, 1928, by and between the CITY OF LAUREL, MONTANA, a municipal corporation, the party of the first part, and Billings Bench Water Association, a corporation, of Billings, Montana, the party of the second part, witnesseth:

That, for and in consideration of the sum of One and no/100 Dollars and other valuable considerations in hand paid to the party of the first part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargains, sells and conveys to the party of the second part, its successors and assigns, a right of way and easement not to exceed 150 feet in width situate, lying and being in Lot 3, Section 15, Township two (2) South of Range 24 East, Montana Principal Meridian, in Yellowstone County, Montana, and more particularly described as follows:

"A strip of land 150 feet wide, 50 feet lying on the Northerly side, and 100 feet lying on the Southerly side of the following described line:

"Beginning at a point on the mid-section line of said Section 15, bearing South zero (0) degrees and one (1) minute East a distance of twelve hundred and two and seven tenths (1202.7) feet from the mid-section corner of said Section 15; thence South seventy-three (73) degrees, seventeen (17) minutes West a distance of four hundred and seventeen and six tenths feet (417.6), which point is four hundred (400) feet North, eighty-nine (89) degrees fifty-seven (57) minutes West and thirteen hundred twenty-two and seven tenths (1322.7) feet south, zero (0) degrees one (1) minute East of the mid-section corner of said Section 15." Reserving and excepting right of way for sewer outlets to Yellowstone River.

Together with the right to said second party, its successors and assigns, to construct, operate and maintain an irrigation canal or ditch on, along, through, across or over the above described lands.

In consideration of the first party granting said right of way and easement, said second party agrees to smoothe down, level and widen the top of the ditch banks through said first party's lands to the satisfaction and approval of the first party's engineer so the same may be used for a road and at the east end of the south bank second party agrees to widen said ditch bank to a width of at least 40 feet so as to afford room enough for teams and trucks to turn on; second party further agrees to furnish the material and build, erect, construct, replace and maintain, any and all sewer outlets to the river that first party now has in use or may hereafter require from its sewer filter beds or sewer system, the same to be built, erected, constructed or replaced according to plans and specifications provided by first party within thirty (30) days after notice from said first party that the same are required; and second party further agrees to furnish all material and build, erect, construct, replace and maintain a wagon bridge and approaches at a point over and across second party's canal or ditch to be designated by first party, said bridge to be 16 feet wide and with railings and of sufficient strength to carry a 10,000 pound load.

It is further agreed by the parties hereto that all lands out side of the ditch banks not used or occupied by the canal or ditch and its banks when said canal or ditch is completed shall be used by the first party as dumping grounds and first party shall have the right to dump from the banks of second party's canal or ditch.

The covenants of this agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

CITY OF LAUREL,
By James Kucera
Its Mayor.

Attest: [Signature]
City Clerk.

BILLINGS BENCH WATER ASSOCIATION,
By H. C. Drange
Its President.

Attest: [Signature]
Its Secretary.

STATE OF MONTANA, }
County of Yellowstone } ss.

On this 15th day of May, in the year nineteen hundred and twenty-eight before me [Signature] a Notary Public for the State of Montana; personally appeared James Kucera, known to me to be the Mayor of the municipal corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

[Signature]
Notary Public for the State of Montana.
Residing at Laurel
My Commission expires May 27 1930

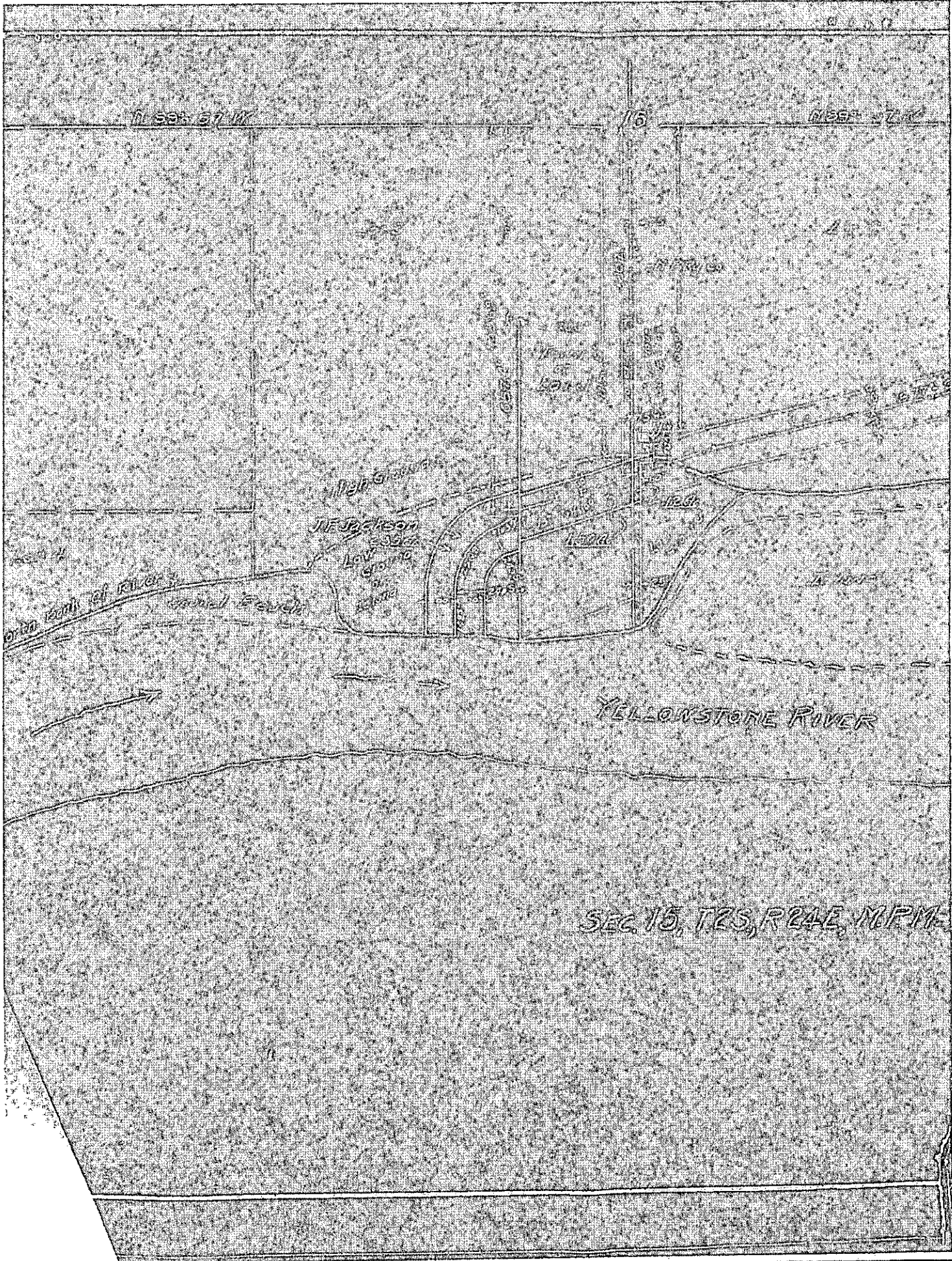
STATE OF MONTANA, }
County of Yellowstone. } ss.

On this 15th day of May, in the year nineteen hundred and twenty-eight before me [Signature] a Notary Public for the State of Montana, personally appeared H. C. Drange, known

to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

Helen J. Bancroft
Notary Public for the State of
Montana.
Residing at *Billings Mont*
My Commission expires *August 11-1930*



11 SE 1/4 37 W

15

11 SE 1/4 27 W

Other part of River

Wagon Road

J.E. Jackson

Low 60

Lead

YELLOWSTONE RIVER

SEC. 15, T25S, R24E, M1N

February 28, 1941

Mr. Ora Kemp, Pres.,
Billings Bench Water Assoc.
Billings, Montana

Dear Sir:

I am enclosing herewith an agreement modifying the former agreement entered into on May 15, 1928, with your company.

If there are any changes to be made, kindly let me know. If it is found to be satisfactory then have your officers sign both copies and return to me so that it can be submitted to the City Council at its meeting on March 4th. The same has been approved in so far as the city is concerned.

A copy will be furnished you after it has been executed by the city officials.

Very truly yours,

Resolla Fritz
City Clerk.

BLP:RF
Enc.

THIS INDENTURE made this 5th day of February, 1941, by and between the City of Laurel, Montana, a municipal corporation, the party of the first part, and Billings Bench Water Association, a corporation of Billings, Montana, the party of the second part,

WITNESSETH:

THAT, WHEREAS, on the 15th day of May, 1928, the above named parties entered into a written contract in which it was agreed among other things as follows: "Second party further agrees to furnish all material and build, erect, construct, replace and maintain a wagon bridge and approaches at a point over and across second party's canal or ditch to be designated by first party, said bridge to be 16 feet wide and with railings of sufficient strength to carry a 10,000 pound load", and

WHEREAS, it is the intention of the parties hereto to modify said agreement dated May 15, 1928, by waiving the right to have said bridge constructed and maintained as provided in said contract, and

WHEREAS, said second party has made the first party a proposal to build, construct, gravel and maintain a road on the upper and northerly side of its canal from its present headgate on the north bank of the Yellowstone River in Section 15, Township 2 South, Range 24 East, N. P. M. in Yellowstone County, Montana, parallel to said canal and on its northerly bank extending from said headgate to the east line of said Section 15, in lieu of said bridge.

NOW, THEREFORE, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable considerations in hand paid by each party to the other, the receipt of which is hereby acknowledged, the said party of the second part hereby grants, bargains, sells and conveys unto the party of the first

part, its successors and assigns, an easement for a right-of-way for a road not to exceed 40 feet in width situate, lying and being in Section 15, Township 2 South, Range 24 East, N. P. M. in Yellowstone County, Montana, and more particularly described as follows: A strip of land 40 feet wide lying on the upper or northerly side of second parties main canal and parallel thereto, extending from its headgate on the north bank of the Yellowstone River in said section and running along said upper or northerly bank of said canal to a point 400 feet west of the east line of said Section 15.

Second party further agrees to smooth down, level and widen and gravel with pit run gravel, the upper side of its said ditch bank from its headgate to the east line of said Section 15 ~~to the satisfaction and approval of the first party's engineer,~~ so the same may be used for a road and second party agrees to widen said ditch bank to a width of at least 40 feet, so as to afford room enough for cars and trucks to turn on, said work to be completed by March 15, 1941. That first party hereby waives the construction of a bridge across second parties canal as provided in the agreement dated May 15, 1928, and hereby releases said second party from its obligation to build, erect, construct, replace and maintain said wagon bridge and approaches.

Second party hereby agrees to extend the present pipe line now carrying waste water across its said canal ~~so that it~~ will be exposed to the north side of the proposed road to be constructed by second party.

It is hereby expressly agreed by the parties hereto that the modification made by this agreement shall not effect any other portions of the agreement dated May 15, 1928, except the part of the contract hereinbefore expressly quoted and said

agreement otherwise shall remain in full force and effect.

The covenants of this agreement shall enure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

CITY OF LAUREL,

By Lucius Conrad
its Mayor.

ATTEST:

Rosella Fritz
City Clerk.

BILLINGS BENCH WATER ASSOCIATION,

By Charles K. K... ..
its President.

ATTEST:

C. C.
Its Secretary.

STATE OF MONTANA,)
County of Yellowstone.) ss.

On this 10th day of March, in the year nineteen hundred and forty-one before me B. L. Price, a Notary Public for the State of Montana, personally appeared Lucius Conrad, known to me to be the Mayor of the municipal corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

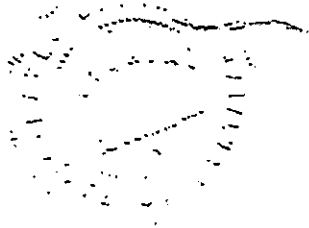
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

B. L. Price
Notary Public for the State of Montana. Residing at Laurel. My Commission expires Oct. 25, 1941.

STATE OF MONTANA,)
County of Yellowstone.) ss.

ON THIS 4th day of March, in the year
nineteen hundred and forty-one before me Hazel Brainard,
a Notary Public for the State of Montana, personally appeared
Ora Kemp, known to me to be the President
of the corporation that executed the within instrument, and
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my Notarial Seal, the day and year in this certificate
first above written.



Hazel Brainard
Notary Public for the State of
Montana. Residing at Billings
Montana. My Commission expires
April 16, 1942.

RESOLUTION NO. R09-101

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
ACCEPT A PERMANENT WATERLINE EASEMENT FROM CHS, INC.

WHEREAS, a portion of the City of Laurel's waterline is located on property owned by CHS, Inc.; and

WHEREAS, in order to complete the waterline replacement project, it is appropriate and necessary for the City to accept a permanent waterline easement from CHS, Inc; and

WHEREAS, the City Council must grant the Mayor authority to acknowledge receipt and accept the conveyance of the permanent waterline easement.

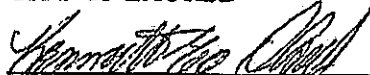
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to acknowledge receipt and accept the conveyance of the permanent waterline easement from CHS, Inc, attached hereto.

Introduced at a regular meeting of the City Council on October 6, 2009, by Council Member Rodgers.

PASSED and APPROVED by the City Council of the City of Laurel this 6th day of October, 2009.

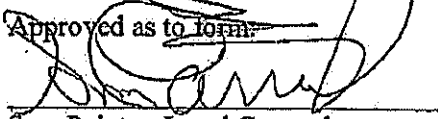
APPROVED by the Mayor this 6th day of October, 2009.

CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Mary K. Embleton, Clerk-Treasurer

Approved as to form:

Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.

3526898
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10/07/2009 09:27P
55.00
Yellowstone County EASE

RESOLUTION NO. R09-101

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
ACCEPT A PERMANENT WATERLINE EASEMENT FROM CHS, INC.**

WHEREAS, a portion of the City of Laurel's waterline is located on property owned by CHS, Inc.; and

WHEREAS, in order to complete the waterline replacement project, it is appropriate and necessary for the City to accept a permanent waterline easement from CHS, Inc; and

WHEREAS, the City Council must grant the Mayor authority to acknowledge receipt and accept the conveyance of the permanent waterline easement.

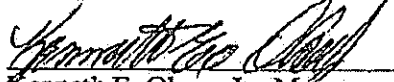
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to acknowledge receipt and accept the conveyance of the permanent waterline easement from CHS, Inc, attached hereto.

Introduced at a regular meeting of the City Council on October 6, 2009, by Council Member Rodgers.

PASSED and APPROVED by the City Council of the City of Laurel this 6th day of October, 2009.

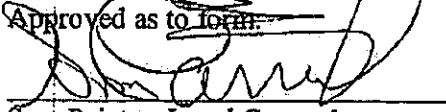
APPROVED by the Mayor this 6th day of October, 2009.

CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Mary K. Embleton, Clerk-Treasurer

Approved as to form:

Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.



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Page: 1 of 5
10/07/2009 03:27P

Return to:
City of Laurel Clerk Treasurer's Office
P.O. Box 10
Laurel, Montana 59044

PERMANENT WATER LINE EASEMENT

For \$1.00 and other good and sufficient consideration paid, Grantor hereby grants the City of Laurel a Permanent Water Line Easement 30 feet wide, 20 feet on the Northerly side and 10 feet on the Southerly side of the following described centerline located in the SW¼, Section 15, T.2S., R.24E., P.P.M., Yellowstone County, Montana, with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove as further described as follows:

Commencing at the 1/4 corner common to Sections 15 and 16 thence S21°57'26"E, a distance of 1923.16 feet to the Southerly boundary of a tract of land as described in Book 201, Page 316 as recorded in the office of the Yellowstone County Clerk & Recorder, also being the Point of Beginning, thence N68°42'30"E, a distance of 100.87 feet; thence N74°51'47"E, a distance of 892.51 feet; thence N52°21'47"E, a distance of 78.40 feet; thence N74°51'47"E, a distance of 185.41 feet; thence N61°22'11"E, a distance of 339.03; thence N72°37'11"E, a distance of 17.25 feet to the Point of Termination on the Westerly boundary of a tract of land described in Book 37, Page 176 as recorded in the office of the Yellowstone County Clerk & Recorder, being S17°19'55"W, a distance of 1329.57 feet from the Center ¼ corner of said Section 15, as shown on Exhibit 'A' (Figures 1 & 2) attached hereto and made a part thereof containing an area of 1.107 acres, more or less.

Together with a Temporary Easement for construction purposes being 50 feet wide, 30 feet on the Northerly side and 20 feet on the Southerly side of the above described centerline as shown on said Exhibit 'A' (Figures 1 & 2) attached hereto and made a part thereof being contiguous, adjacent and parallel to the previously described easement, containing an area of 1.854 acres, more or less.

Dated this 24 day of Sept 2009.

Grantor: CHS, Inc.

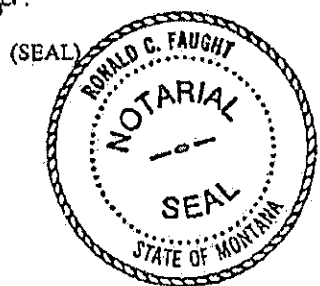
By: Patrick B Kimmert
Name

Its: Refinery Manager
Title

State of Montana }
 }
County of Yellowstone }

On this day September 24, 2009, Patrick B Kimmert, appeared before me and acknowledged to me that he/she executed this Easement on behalf of the Grantor, CHS, Inc. in his/her official capacity, as refinery manager.


Ronald C Faught
Printed Name: Ronald C Faught
Notary Public for the State of Montana
Residing at: Laurel
My Commission expires: July 12, 2011





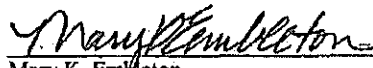
Acknowledgement and Acceptance of Easement:

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 No. R09-101 this 6th day of October, 2009.



Kenneth E. Olson, Jr.
Mayor

Attest:

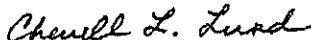


Mary K. Embleton
City Clerk/Treasurer

STATE OF MONTANA)
 :
County of Yellowstone)

On the 6th day of October, 2009, before me, a Notary Public in and for the State of Montana, personally appeared Kenneth E. Olson, Jr., known to me to be the Mayor of the City of Laurel, Yellowstone County, Montana, and Mary K. Embleton, known to me to be the Clerk/Treasurer for the City of Laurel, Yellowstone County, Montana, who signed the foregoing instrument and who acknowledged to me that they executed the same in their official capacity.

WITNESS my hand and seal the day and year hereinabove written.



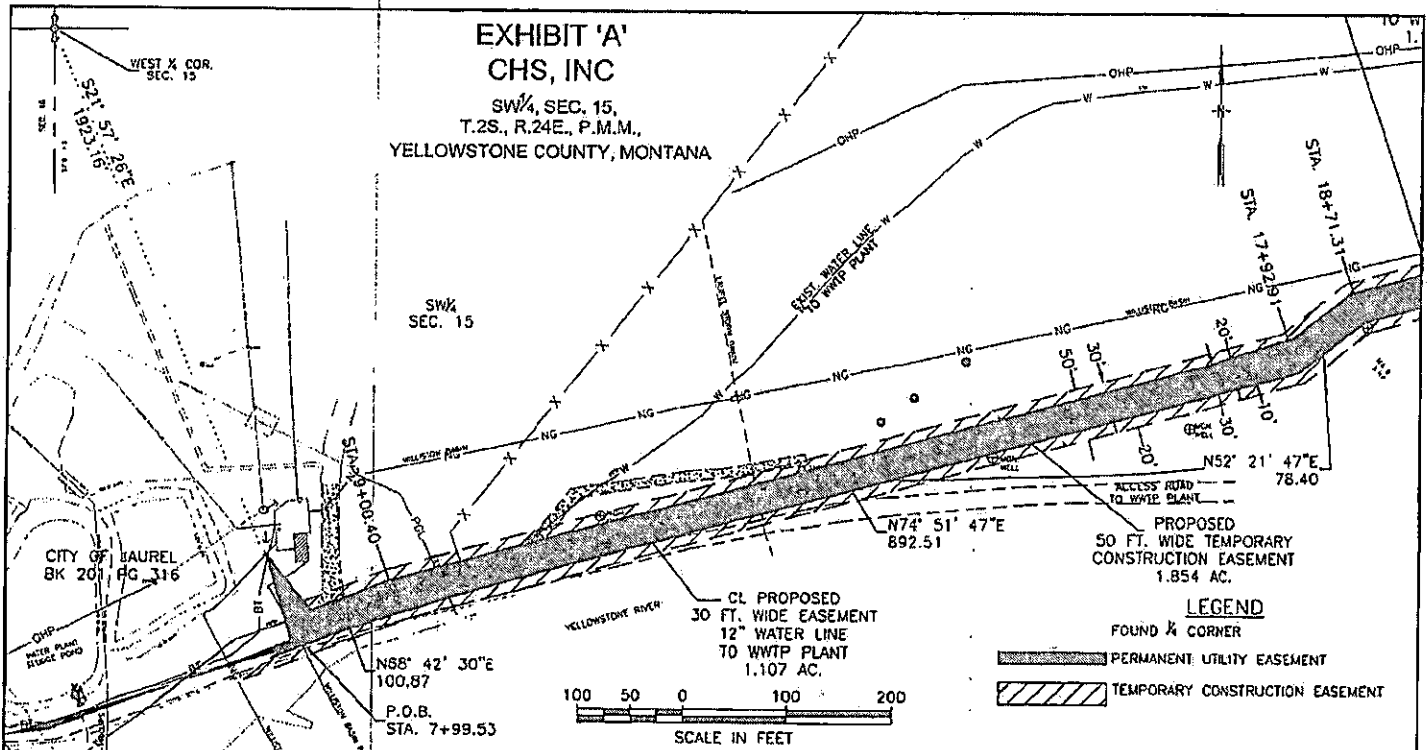
Printed Name: Cheryl L. Lund
Notary Public for the State of Montana
Residing at: Laurel
My Commission expires: 1/20/2011

(SEAL)



EXHIBIT 'A'
CHS, INC

SW¼, SEC. 15,
T.2S., R.24E., P.M.M.,
YELLOWSTONE COUNTY, MONTANA



PROPOSED
50 FT. WIDE TEMPORARY
CONSTRUCTION EASEMENT
1.854 AC.

LEGEND

- FOUND & CORNER
- PERMANENT UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

SCALE IN FEET
100 50 0 100 200

NOTE: BEARINGS ARE GRID
REFERENCED TO THE MONTANA
COORDINATE SYSTEM NAD83.

<p>MORRISON & MAIERLE, INC. AN Equal Opportunity Employer</p> <p>513 N. 25th Street Suite 302 Bozeman MT 59711 Phone (406) 526-6028 Fax (406) 526-5300 Copyright © Morrison & Maierle, Inc. All rights reserved. Printed by Elaine Schultz on 08/25/2009</p>	City of Laurel EASEMENT EXHIBIT WATER LINE TO WWTP PLANT	PROJECT NO. 0703011.01 SHEET NUMBER FIG. 1
	LAUREL	CITY OF LAUREL BAT



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