

RESOLUTION NO. R16-01

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT DEED FROM M DIAMOND LAND & CATTLE LLC FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, REPLACING AND REPAIRING OF UNDERGROUND UTILITIES.

WHEREAS, an "Easement Deed" between M Diamond Land & Cattle LLC as Grantor and the City of Laurel as Grantee has been prepared; and

WHEREAS, said easement will allow the City access across certain portions of real property owned by the Grantor in order to maintain the City's water pipelines and associated underground utilities in the Yellowstone River; and

WHEREAS, acceptance of the easement is in the best interests of the City, as it is necessary to maintain existing water service to the City's citizens and businesses.


NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts the attached Easement Deed and authorizes the Mayor to execute the same.

INTRODUCED at a regular meeting of the City Council on January 5, 2016, by Council Member Poehls.

PASSED and APPROVED by the City Council of the City of Laurel this 5th day of January, 2016.

APPROVED by the Mayor this 5th day of January, 2016.

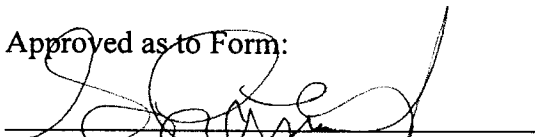
CITY OF LAUREL


Mark A. Mace, Mayor

ATTEST:


Shirley Ewan, Clerk/Treasurer

Approved as to Form:


Sam S. Painter, Civil City Attorney



After recording please return to:
City of Laurel
P.O. Box 10
Laurel, MT 59044
*Thompson Painter Law P.C.
Professional Center @ 32nd
176 South 32nd Street West Ste 4
Billings, MT 59102-6867*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

M Diamond Land & Cattle LLC, 2629 Red Bridge Rd, Laurel, MT 59044-9516 ("GRANTOR"), do hereby, in consideration of the sum of Three thousand two hundred dollars (\$3,200.00) and other good and valuable considerations, grant to CITY OF LAUREL, of 115 W 1st Street, Laurel, MT 59044 ("GRANTEE"):

GRANTOR is desirous of granting and giving an easement to the GRANTEE, its successors, permittees, licensees and assigns, and its agents and employees, a right-of-way for construction, installation, operation and maintenance of parallel water pipelines, hot water and air pipelines, an air release and valve vault and associated underground utilities. The right-of-way is more fully described as follows:

For the initial construction phase of the underground utilities, said easement shall be eighty (80) feet wide as described below and shown on the map attached hereto as Exhibit A, and this easement will become void upon completion of initial construction:

Upon completion of initial construction, this easement shall be a permanent maintenance and utilities easement thirty (30) feet wide as described below and as shown on the map attached hereto as Exhibit A.

This easement shall exist over and across real property owned by GRANTOR located in Yellowstone County, Montana, which shall hereafter be burdened by this easement. The burdened real property is further described as follows:

Temporary Construction Easement

A 0.66 ac. tract of land for a temporary construction easement. This easement will be 80 feet wide, 40 feet on either side of the centerline of the transmission main pipes shown in Exhibit A and described as follows;



Beginning at the East One Quarter Corner of Section 30 T2S. R24E. Also being the North East Corner of Tract 4 Certificate of Survey 3502, Yellowstone County Montana, Hence, North 89 degrees 47 minutes 25 seconds, West a distance of 182.54' to True Point of Beginning, Thence, North 89 degrees 47 minutes 25' seconds West a distance of 87.83', Hence, South 22 degrees 51 minutes 17 seconds, East a distance of 395.76', Thence North 37 degrees 23 Minutes 45 seconds, East a distance of 92.57', Hence North 22 degrees 46 minutes 29 seconds, West a distance of 314.65' to the True Point of Beginning , said description having an Area of 28,625 Sq. Ft. or 0.66 Acres.

This temporary construction easement will become void upon completion of construction and acceptance of the final product.

Permanent Easement

A 0.25 ac. tract of land for a permanent easement. This easement will be 30 feet wide, 15 feet on either side of the centerline of the transmission main pipes shown in Exhibit A and described as follows;

Beginning at the East One Quarter Corner of Section 30 T2S. R24E. Also being the North East Corner of Tract 4, Certificate of Survey 3502, Yellowstone County, Montana, Hence North 89 degrees 47 minutes 25 seconds West a distance of 209.69' to the True Point of Beginning, Thence North 89 degrees 47 minutes 25 seconds West a distance of 32.60' Hence South 22 degrees 46 minutes 34 seconds East a distance of 371.47', Thence North 37 degrees 23 minutes 45 seconds, East a distance of 34.58', Hence North 22 degrees 46 minutes 27 seconds, West a distance of 340.69' to the True Point of Beginning, said description having an Area of 10,685 Sq. Ft. or 0.25 Acres

This grant includes the right of the GRANTEE to enter at all times upon this real property by using existing roads, trails or other routes on this real property causing the least damage and inconvenience to GRANTOR in order to survey and establish the route and location of the easement and water lines and to:

1. Construct, inspect, operate, repair, substitute, remove, enlarge, replace and maintain the utilities, pipeline, services, connections, accessories and appurtenances; and
2. Trim, remove or otherwise control any trees and brush inside the boundaries of the easement, after notification to GRANTOR, which may, in the opinion of the GRANTEE, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the water pipeline.

GRANTEE agrees as follows:

1. In connection with the construction, operating, inspecting, repairing, substituting, removing, enlarging, replacing and maintaining of the water pipeline, it will repair or replace, at



its sole expense, any existing fences, roads, ditches, and appurtenances of the property that may be disturbed by its construction of parallel water pipelines and maintenance of such pipelines.

2. During operations involving excavation, it will remove from the site any large rocks or surplus excavated material or any debris that may have been exposed by the excavation. GRANTEE will leave the finished surface in substantially the same condition as existed prior to construction.

GRANTOR agrees as follows:

1. At no time will it build, construct, erect, or maintain any permanent structure within the boundaries of the easement without the prior written consent of GRANTEE.

2. The GRANTOR warrants that they are lawfully seized and possessed of the real property herein described, that they have a lawful right to convey the property and any interests therein, and that they will forever defend the title to this property against the claim of all persons.

3. The GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without interruption by GRANTOR.

The GRANTOR reserves the right to use the real property for any purposes that will not interfere with the GRANTEE'S full enjoyment of rights granted by this instrument.

If the lands herein granted as an easement cease to be used for the purposes described herein, the easement will terminate upon notice being given to the GRANTEE stating GRANTOR'S assertion of abandonment of easement.

This instrument shall be binding upon the parties hereto and all successors in interest and assigns of the parties.



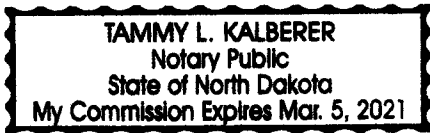
IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 23 day of January, 2016.

M DIAMOND LAND & CATTLE
LLC

By: Michael J. McCoy
Michael J. McCoy, President

STATE OF North Dakota)
) : ss
County of McKenzie)

This instrument was acknowledged before me on 10-23, 2016, by
MICHAEL J. MCCOY.



Tammy L. Kalberer
Notary Public for the State of North Dakota

TOWNSHIP 2 SOUTH, RANGE 24 EAST
SECTION 30

N 89°47'25" W
HOWREY 32.60' PERMANENT
87.83' CONSTRUCTION

POINT OF BEGINNING
(PERMANENT)
POINT OF BEGINNING
(CONSTRUCTION)
N 89°47'25" W
206.69' PERMANENT
182.54' CONSTRUCTION

HOWREY

N=504738.26
E=2146904.15

M DIAMOND LAND
& CATTLE, LLC



W 22°51'17" E,
371.47' PERMANENT
395.76' CONSTRUCTION

N 22°46'29" W
340.69' PERMANENT
314.65' CONSTRUCTION

30' PERMANENT
UTILITY EASEMENT
80' CONSTRUCTION
EASEMENT

NEW TRANSMISSION MAINS

N 37°23'45" E
34.58' PERMANENT
92.57' CONSTRUCTION

NEW HOT WATER FLUSH
& AIR BACKWASH LINES

SUMMARY OF EASEMENTS:

PERMANENT EASEMENT
TOTAL: 0.25 AC

TEMPORARY CONSTRUCTION EASEMENT
TOTAL: 0.66 AC

NOTES:

1. LOT LINES AND SECTION LINES WERE ADDED BASED ON GIS FROM YELLOWSTONE COUNTY AND PLACED ON DRAWING PER 'BEST FIT' METHODS USING PROPERTY PINS THAT WERE LOCATED IN THE FIELD. PROPERTY LINES ARE APPROXIMATE AND ARE NOT BASED ON A COMPLETE LEGAL SURVEY.
2. SOUTHERN BOUNDARY FOR TEMPORARY AND PERMANENT CONSTRUCTION EASEMENTS IS BASED ON THE EDGE OF WATER AS SURVEYED IN NOVEMBER 2014. AN EASEMENT FROM THE STATE OF MONTANA HAS BEEN OBTAINED AS SHOWN IN THE FIGURE.

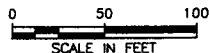
NEW INTAKE
STATE LANDS
RIGHT-OF-WAY

NEW INTAKE

YELLOWSTONE RIVER

**Exhibit A:
M Diamond Land & Cattle, LLC
Proposed Utility Easement**

CITY OF LAUREL, MONTANA
NEW WATER TREATMENT PLANT INTAKE



EASE
02/26/2016 11:30 AM Pages: 6 of 7 Fees: 59.00
Jeff Martin Clerk & Recorder, Yellowstone MT

3770001

F:\2-07128-Laurel On-Call\YO 26 - New WTP Intake Study\CADD 2-07128-T026-Exhibits\2-07128-T026-McCoy Utility Easement for CDS.dwg

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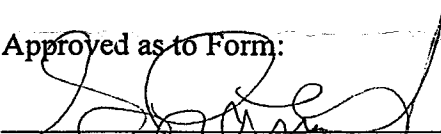
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Approved as to Form:


Sam S. Painter, Civil City Attorney



Thompson Painter Law P.C.

The Living Trust Professionals

Member - American Academy of Estate Planning Attorneys

James W. Thompson, Attorney
Email: james@thompsonpainterlaw.com

Sam S. Painter, Attorney
Email: sam@thompsonpainterlaw.com

April 20, 2016

City of Laurel
Attn: Cindy Allen
P.O. Box 10
Laurel, MT 59044

Re: McCoy Easement

Dear Cindy:

I am enclosing to you for the City's records the following original:

EASEMENT DEED for the McCoy property recorded February 26, 2016 under Document No. 377001.

If you have any questions, please contact me.

Sincerely,



Annie Olson
Paralegal

Enclosure