

RESOLUTION NO. R16-47

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING
THE CITY'S PURCHASE OF PROPERTY LOCATED ON
RIDGE DRIVE FROM YELLOWSTONE COUNTY.**

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

Section 1: Approval. The Agreement between the City of Laurel and Yellowstone County to purchase property on Ridge Drive, a copy attached hereto, is hereby approved.

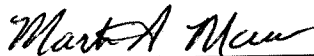
Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the all documents to effectuate the purchase and accept the Deed to the property on the City's behalf.

Introduced at a regular meeting of the City Council on June 21, 2016 by Council Member Nelson.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 21st day of June, 2016.

APPROVED by the Mayor this 21st day of June, 2016.

CITY OF LAUREL



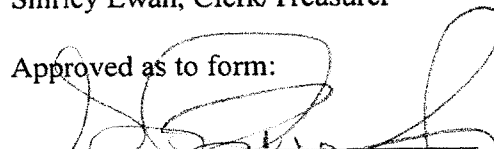
Mark A. Mace, Mayor

ATTEST:



Shirley Ewan, Clerk/Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney

AGREEMENT TO SELL AND PURCHASE

THIS AGREEMENT is made this 4th day of May, 2016 by and between Yellowstone County, P.O. Box 35000, Montana 59107-5000, hereinafter referred to as SELLER, and the City of Laurel, P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as BUYER.

1. AGREEMENT TO PURCHASE

SELLER, in consideration of the mutual promise and the payment herein set forth, agrees to sell and BUYER agrees to buy the following real property and improvements located at:

C/S 1048 Parcel 1, Tax Code D02645

2. PURCHASE PRICE

BUYER agrees to pay SELLER the purchase price of \$175,000 for the property and improvements located as described above. BUYER agrees to pay for the cost of title insurance and any closing costs including preparation of documents including this Agreement, a Warranty Deed, Realty Transfer Certificate and recording fee.

3. CONVEYANCE and CONTINGENCY

SELLER shall convey the real property by Warranty Deed, free of all liens and encumbrances provided herein. SELLER and BUYER agree that the purchase is conditioned on the reclamation of the property which is anticipated to be complete by May, 2017 upon final inspection and acceptance by Montana Department of Environmental Quality (DEQ).

4. BUYER'S ADDITIONAL RESPONSIBILITIES

BUYER shall pay all taxes or encumbrances that accrue on the above described property, beginning with the second half of taxes due in 2017 after the issuance of the Warranty Deed Conveying property in BUYER'S name.

5. BUYER TAKES PROPERTY "AS IS"

Except as provided in Section 3, BUYER acknowledges that he/she is not buying this property because of any warranty, representation, information or promises made by seller or anyone acting for or on behalf of SELLER, which are not specifically set forth in this Agreement or as provided in SELLER'S Warranty Deed. BUYER shall obtain and pay for any inspections deemed necessary or proper prior to the date of closing.

6. COMPLETE CONTRACT

BUYER and SELLER acknowledge that this Agreement represents a complete contract. Any changes or additions will be in writing and included in an additional agreement and signed by both parties. **Oral agreements or addendums will not be considered part of this Agreement.**

7. SPECIFIC PERFORMANCE

BUYER AND SELLER agree that if a breach of this Agreement occurs, the non-breaching party may seek specific performance by filing an action in the appropriate State District Court. If successful, the non-breaching Party shall be entitled to attorney's fees and costs incurred by him/her.

8. APPROVAL AND CONFIDENTIALITY REQUIREMENT

The Parties specifically acknowledge that this Agreement must be approved by the BUYER'S Council and SELLER'S Board of Commissioners. The Parties intend to enter into a binding and enforceable Agreement by executing this Agreement.

9. BUYER'S ACKNOWLEDGMENT

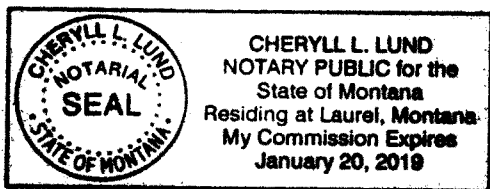
By signing this Agreement, I acknowledge that I understand and accept the terms and conditions set forth herein. Further, the City shall pay the agreed sum of \$175,000 for the above-described property on the closing date agreed upon by the Parties, no later than June 1, 2017.

THE CITY OF LAUREL

BY Heidi C Jensen DATE 5/4/16
Title: Chief Administrative Officer

STATE OF MONTANA)
) ss.
County of Yellowstone)

Subscribed, sworn to, and acknowledged before me by Heidi Jensen, and
subscribed and sworn to before me, on May 4, 2016.



Cheryll L. Lund
Notary Public for the State of Montana

10. SELLER'S ACKNOWLEDGMENT

By signing this Agreement, I acknowledge that I understand and accept the terms and conditions set forth herein. Further, I have agreed to the sale price amount of \$175,000 for the above-described property on the closing date agreed upon by the Parties, no later than June 1, 2017. Upon payment and closing, SELLER warrants that he/she shall surrender any claim or title to that property, and he/she shall issue a Warranty Deed for such property.

Board of Commissioners, Yellowstone County, Montana.

BY Bill Kennedy DATE June 7, 2016
Bill Kennedy

Title: Chairman

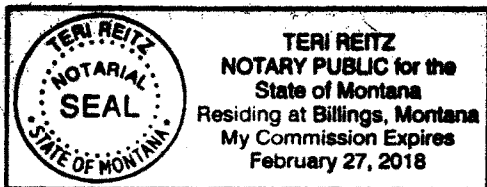
BY John Ostlund DATE June 7, 2016
John Ostlund

Title: Member

BY James E. Reno DATE June 7, 2016
James E. Reno

Title: Member

Subscribed, sworn to, and acknowledged before me by Bill Kennedy, John Ostlund, and James E. Reno, and subscribed and sworn to before me, on June 7, 2016.



Teri Reitz
Notary Public for the State of Montana

CITY HALL
115 W. 1ST ST.
ADMINISTRATION: 628-8456
PUB. WORKS: 628-7496
WATER OFC.: 628-7431
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044
Yellowstone County Commissioners
RECEIVED



Office of the Mayor

SEP 17 2015

September 15, 2015

Yellowstone County Commissioners
Attn: Chairman Kennedy
217 N 27th St
Billings, MT 59101

RE: County Gravel Pit, Corner of Yard Office Road and Ridge Drive

Dear Commissioners:

For over two decades, the City of Laurel and Yellowstone County have discussed the property located at the corner of Yard Office Road and Ridge Drive. This property was formerly used as a County gravel pit; however, through research it appears that the gravel pit has been out of service for many years. In records dating back to 1993 and 1997, many alternatives were suggested as to how the property could best be used by the City of Laurel, but for some reason the conversation seemed to stop.

At this time, the City needs additional space for our garbage trucks and equipment. Therefore, I am asking the County to consider gifting the property to the City of Laurel. The property on which the City currently stores the equipment abuts railroad property and will not allow for expansion.

For your convenience, I have attached a map to help you locate the property. Please contact my Chief Administrative Officer, Heidi Jensen, at 406-628-8456 with any additional questions about our request.

Respectfully,



Mark A. Mace, Mayor
City of Laurel

Yellowstone County Commissioners
RECEIVED

OCT - 8 2015

October 5, 2015

Jeff Martin
Yellowstone County Clerk & Recorder
PO Box 35000
Billings MT 59107

RE: C/S 1048 Parcel 1, Tax Code D02645

Dear Jeff,

YELLOWSTONE COUNTY COMMISSIONERS
 APPROVED
 DISAPPROVED
OCT 13 2015
CHAIRPERSON

On October 1, 2015 I went to Laurel to review the above subject property to establish an Estimated Fair Market Value as of this date.

This property consists of 12.23 acres of which all of it has been a reclaimed gravel pit. This property which the majority of it lays in a bowl like arrangement of which approximately 8 to 9 acres is usable for subdividing and development.

In reviewing comparable sales in the area it has been limited, I was able to find 3 that correlates to subject property.

2402 US Highway 212 S. Laurel	12.3 acres	Sold \$150,000 or \$12,195 per acre.
15 N. Magelssen Rd.	20 acres	Sold \$172,000 or \$8,600 per acre.

Presently listed: Yard Office Rd.	30 acres	\$550,000 or \$18,333 per acre
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Taking these two comparable sale plus the presently listed sales and collating this information together it is apparent to me that the subject property is worth \$13,000 per acre for a total Estimated Fair Market Value of:

\$175,000

If you have any further questions please feel free to call me.

Sincerely,

Charlie Hamwey

PROFESSIONAL QUALIFICATIONS
CHARLES H. HAMWEY

APPRAISED FOR:

US Bank, Yellowstone Bank, Valley Federal Credit Union, M.G.I.C., Billings Clinic, Billings School District #2, Burlington Northern, Kodak, Plus Relocation, Conoco, Small Business Administration, Various Attorneys in the Billings area including: Crowley Law Firm, Brown Law Firm and Dorsey & Whitney Law Firm, Tim Filz Lawyer, Angus Fulton Lawyer, Stewart Kirkpatrick Lawyer, Western Security Bank, First Interstate Bank, US Bank, Served on Condemnation Commission for the State of Montana, Qualified in District Court as an expert in Real Estate and Real Estate Values

EDUCATION:

Graduate of Oneonta High School, Oneonta NY, in 1960 with Academic Degree
Graduate of Rocky Mountain College, Billings MT, in 1964 with BA Degree
Advance courses in Real Estate, including commercial courses at the University of Washington and commercial courses sponsored by the National Association of Realtors
Graduate Real Estate Institute, GRI
Certified Residential Specialist, CRI
Certified Residential Broker, CRB

BUSINESS AFFILIATIONS:

Texaco, Inc., Real Estate Dept., 3 ½ years
Husky Oil Co., Real Estate Dept., Assistant Division Mgr., 7 years
Broker/Manager and Vice President of Floberg Realtors Inc., supervising 18 full time salespeople, 5 years
Broker/Owner and President of Real Estate by Hamwey Inc., since 1980, 15 full time Sales Associates/Brokers
Commercial Broker since 1975
Appraising Real Estate since 1974

MEMBERSHIP IN PROFESSIONAL SOCIETIES:

National Association of Realtors
Montana Association of Realtors
Billings Board of Realtors
Realtors National Marketing Institute

REAL ESTATE RECOGNITION:

Realtor of the Year, Billings Board of Realtors, 1981
Salesman of the Year, Billings Board of Realtors, 1975
Member of the Million-Dollar Club since 1975
Real Estate Broker since 1973
President of Billings Board of Realtors, 1981
President Billings Multiple Listing Service, 1987, 1999, 2000, 2003
State Director for the Billings Board of Realtors, 1980-1984, 1990-1994
Chairman of Billings Legislative Committee, 1984-1990
Member of the Yellowstone County Board of Planning, 1994 - 2004
Chairman of the Yellowstone County Board of Planning 1999, 2000
Chairman of EMS Committee, City of Billings 2010



Return to:
City of Laurel
P.O. Box 10
Laurel, MT 59044

Warranty Deed

For valuable consideration, Yellowstone County, a political subdivision of the State of Montana, whose address is Post Office Box 35000, Billings, Montana 59103, through its Board of County Commissioners, conveys to the City of Laurel, P.O. Box 10, Laurel, Montana 59044 the following described parcel of real property in Yellowstone County, Montana:

C/S 1048 Parcel 1, Tax Code D02645

The conveyance is subject to the following exceptions:

- (a) All reservations, covenants, restrictions and exceptions in recorded documents pertaining to the property
- (b) All existing easements and right-of-ways of record, building, use, zoning, sanitary and environmental restrictions.
- (c) Any taxes and assessments for 2014 and subsequent years.
- (d) All prior conveyances, leases or transfers of any interest in minerals, including, but not limited to, oil and gas.

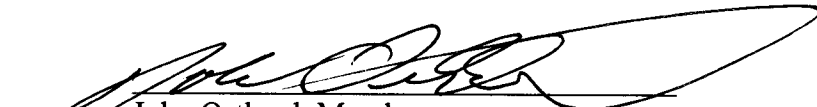
Except as mentioned above, the conveyance is subject to the usual covenants contained in Section 30-11-110 of the Montana Code Annotated.

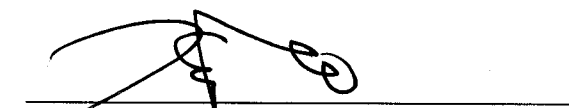
The Board of County Commissioners initially authorized the conveyance of the property pursuant to Section 7-8-2211(1) of the Montana Code Annotated (2015) at its October 13, 2015 meeting.

Dated this 14 day of June, 2016.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


Bill Kennedy, Chairman


John Ostlund, Member


James E. Reno, Member

ATTEST:

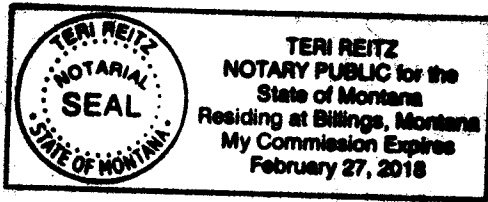

Jeff Martin, Clerk and Recorder



State of Montana }
 ss.
 County of Yellowstone }

On June 14, 2016, before me personally appeared Bill Kennedy, John Ostlund and James E. Reno members of the Board of County Commissioners of Yellowstone County, and Jeff Martin, the Yellowstone County Clerk and Recorder, and acknowledged to me that they executed the attached warranty deed on behalf of Yellowstone County in their official capacities as Board Members and the Clerk and Recorder.

Teri Reitz



Mark A. Mace, an authorized agent of the City of Laurel, acknowledges receipt of this deed and accepts the property conveyed through this deed on behalf of the City of Laurel.

Dated this 28th day of June, 2016.

Mark Mace
 Authorized Agent, City of Laurel

State of Montana }
 ss.
 County of Yellowstone }

On June 28th, 2016, Mark Mace, an authorized agent of the City of Laurel, acknowledged to me that (s)he executed the Acknowledgement of Acceptance of Conveyance portion of this deed on behalf of the City of Laurel in the agent's official capacity.

Shirley L Ewan

