

Agenda Items

Revised Consent
Agenda Item 1.B.

Regular City Council Meeting

Meeting Date: 10/11/2016

TITLE: Easement Approval With The First Presbyterian Church to Install an Irrigation Line.

PRESENTED BY: Mike Whitaker, Parks, Recreation & Public Lands Director

BY:

Department: Parks/Rec/Public Lands

PROBLEM/ISSUE STATEMENT

In May 2016, Council approved a contract to replace the existing manual irrigation system at Veterans Park. This project will install a new automated system achieving efficiency savings in water usage and staff time. The source of the irrigation water is the BBWA canal, south of Poly Drive and behind the First Presbyterian Church located at the corner of Poly Drive and 13th Street West. The Parks and Recreation Department is seeking an easement from the Church to install a new pump station and main line to supply irrigation water for Veterans Park. The First Presbyterian Church has granted an easement and staff is recommending approval and that the City Council accept the easement.

ALTERNATIVES ANALYZED

City Council may:

- Approve and accept the irrigation easement from the First Presbyterian Church or;
- Disapprove the easement and provide additional guidance to staff.

FINANCIAL IMPACT

The Church will accept a one-time payment of \$2,000 for the easement. The project budget will cover the cost.

RECOMMENDATION

Staff recommends that City Council approve and accept the easement with the First Presbyterian Church for an irrigation pump station and main line.

APPROVED BY CITY ADMINISTRATOR

Irrigation Pipeline Easement

THIS EASEMENT AGREEMENT is made and entered into the _____ Day of October, 2016, by and between the **FIRST PRESBYTERIAN CHURCH**, the owner of a certain parcel of land situated in the City of Billings, Yellowstone County, Montana, hereinafter referred to as **GRANTOR**, and the **CITY OF BILLINGS**, a Montana Municipal Corporation, hereinafter referred to as **GRANTEE**.

The property subject to this easement is described as follows:

S36, T01 N, R25 E, County Certificate of Survey Numbers 431, 435 & 846.as more fully described and illustrated in the attached Exhibit A incorporated herein.

GRANTOR does hereby give, grant unto the **GRANTEE**, permission to install a 6 inch OD pipe manufactured from a PE 4710 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material will meet the specifications of ASTM D3350-05 with a cell classification of PE 445474C. Pipe shall be manufactured to the dimensions and requirements of ASTM F714. Pipe shall be DR-13.5 (160psiWPr). The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the raw material. The pipe shall be installed by horizontal directional boring under the **Grantor's** property from the north property line to the south property line, approximately six feet from and parallel to the West property line. The pipe is to be beneath the existing irrigation pipe (and at least 4 feet deep). The **Grantee** with this document also gives permission for the **Grantor** to access the grantee's property at a mutually agreed upon date and time to allow for construction of a pump house, installation of a pump and controls and water access from the BBWA canal. With the included conditions listed below.

Conditions:

1. **Grantee** clearly understands and agrees that this easement / contract is for initial boring and placement of a pipe and for that pipe according to this document to remain in the ground owned by the **Grantor**. I.e.: This easement / contract is for the pipe to conditionally remain in the ground only and includes only the space occupied by the pipe for the length of the property. There are to be no holes dug on the Grantor's property unless specifically authorized by Grantor. There are no other easement privileges or rights included.
2. It is clear, understood and agreed by all parties that the pump, pump house, raceway electrical connections and connection to the bored underground pipe are all to be situated on adjacent Billings Bench Water Association (BBWA) property. Nothing other than the underground bored pipe is to be on the grantee's property. The **Grantee** must provide the **Grantor** with complete construction plans for the **Grantor's** records.
3. There are no rights to future access, digging, repairs, maintenance or replacement. Future or further access to the property of the **Grantor** by the **Grantee** is by permission only, based on a timely request as the **Grantor** requires full use of the property for normal business.
4. It is hereby understood and agreed by both the **Grantor** and **Grantee** that this grant of an easement to have the irrigation supply pipe on the Grantor's property ends if the pipe is

unused for any reason for two consecutive irrigation seasons. If such occurs, the pipe shall be considered abandoned and ownership of the portion of the underground pipe under the **Grantor's** property reverts to the **Grantor** who may in turn remove the pipe if it so chooses.

5. For the use of **Grantor's** property, the **Grantee** agrees to pay the **Grantor** a one-time easement fee of \$2000.00 (Two Thousand Dollars). Failure to pay the one-time fee voids this easement agreement and allows the **Grantor** if they so choose to remove the pipe from the property
6. The **Grantor** agrees to take proper care of the buried pipe along the property line. (The **Grantor** has so far taken care not to damage the existing irrigation pipe for over 50 years.)
7. The **Grantee** shall indemnify, defend and save the **Grantor**, its officers, agents and employees harmless from any and all losses, damages and liabilities to persons or property occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of the Grantee or its agents, contractors or employees.
8. If the **Grantor** or its representatives damage the pipe, the **Grantor** shall repair the pipe to serviceable condition at the **Grantor's** expense.
9. Entire Agreement. This document constitutes the entire agreement between the parties, and it cannot be modified, altered, or amended, except by a writing signed by the **Grantor**.

Signed Representing: First Presbyterian Church

(Print name)

STATE OF MONTANA

: SS.

County of Yellowstone)

On this ____ day of _____, 2016 before me a Notary Public for the State of Montana, personally appeared _____,

Known to me to be the Owner, of _____, and acknowledged to me that he executed the foregoing instrument.

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

(Signature)

(NOTARIAL SEAL)

_____ (Printed Name)

Notary Public for the State of Montana

Residing in Billings, Montana

My Commission Expires: _____

ACKNOWLEDGMENT AND ACCEPTANCE OF THIS AGREEMENT

The Mayor and City Council of the City of Billings acknowledges receipt of this agreement and easement and hereby accepts the terms and conditions stated in this instrument.

Mayor, City of Billings

ATTEST:

City Clerk

STATE OF MONTANA)
: SS.
County of Yellowstone)

On this _____ day of _____, 2016, before me, a Notary Public in and for the State of Montana, personally appeared THOMAS W. HANEL, and _____, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS THEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at _____
My commission expires _____

Other Items



October 2016

Billings



SUN MON TUE WED THU FRI SAT

Special Event Calendar

*Approval Pending

For questions or details:
wellbrooks@ci.billings.mt.us

							1 United Luv Glow Run Midtown /Pioneer Park 5:30pm- 10:30pm
2	3	4	5	6	7	8 Harvestfest Skypoint 7am-6pm	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						



November 2016 *Billings*



SUN MON TUE WED THU FRI SAT

1 2 3 4 5

6 7 8 9 10 11 12

13 14 15 16 17 18 19

20 21 22 23 24 25 26

**Run Turkey Run
Downtown
4:30am-noon**

27 28 29 30

Special Event Calendar

*Approval Pending

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