

**RESOLUTION NO. 3400**

**A RESOLUTION OF THE CITY COUNCIL GRANTING A RIGHT-OF-WAY EASEMENT TO NORTHWESTERN ENERGY FOR BURIED ELECTRIC LINE AT LIONS PARK AND AUTHORIZING THE MAYOR TO EXECUTE ALL ASSOCIATED DOCUMENTS.**

WHEREAS, a "Right-of-Way Easement" between the City of Red Lodge as Grantor and Northwestern Energy as Grantee has been prepared; and

WHEREAS, said easement will allow Northwestern Energy to bury electrical lines across certain portions of real property owned by the City; specifically, the edge of Lions Park; and

WHEREAS, granting the easement is in the best interests of the City, as it allows Northwestern Energy to conduct necessary business and provide services within the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts the attached Right-of-Way Easement of the City of Red Lodge and authorizes the Mayor to execute all documents related thereto.

INTRODUCED at a regular meeting of the City Council on October 27, 2015 by Council Member Bill Foisy.

PASSED and APPROVED by the City Council of the City of Red Lodge this 27<sup>th</sup> day of October, 2015.

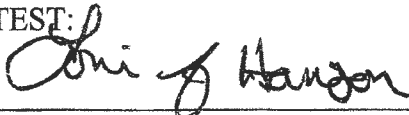
APPROVED by the Mayor this 27<sup>th</sup> day of October, 2015.

CITY OF RED LODGE



Ed Williams, Mayor

ATTEST:



Loni Hanson, Clerk-Treasurer

Reviewed  
Approved  
By [Signature]

RETURN TO:  
NORTHWESTERN ENERGY  
LANDS and PERMITTING DEPARTMENT  
40 East Broadway  
Butte, MT 59701-9989

**EASEMENT - UNDERGROUND ELECTRIC**

City of Red Lodge  
of PO Box 9 Red Lodge, MT Zip 59068, "Grantor", in consideration of \$1.00 and other good and

valuable consideration, in hand paid, the receipt of which is acknowledged, does grant to  
**NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY**, a Delaware Corporation,  
of 40 East Broadway, Butte, MT 59701-9989, "Grantee", and to its successors, assigns an easement  
provided Grantee may not grant any right or permission to any other person or entity to utilize the easement for  
any other purpose without Grantor's consent. Said easement shall be 10 feet in width upon which  
to construct, operate, maintain, replace, upgrade and remove an underground electric powerline,  
communications system, and necessary appurtenances over, under, along and across that certain real  
property located in Carbon County, Montana, and particularly described as follows:

**TOWNSHIP 7S, RANGE 20E, P.M.M.**

**SECTION(S) 27: Red Lodge Original Townsite, Tract D, C.O.S. 1396, aka Lions City Park.**

Easement is based on the centerline of the installed line. Grantee shall have an additional 6 feet of  
temporary width during initial construction and any future repairs. See Exhibit "A" attached hereto.  
However, in no event shall the 10' easement or the additional 6' temporary construction / maintenance  
easement encroach closer than 3' from the outer most edge of the coniferous tree as depicted in  
Exhibit "B" attached hereto.

**TOGETHER** with reasonable right of access to and from the easement area over lands of  
the Grantor using existing roads and trails where practicable; the right to use and keep the easement  
area free and clear of any and all obstructions or structures, except fences, and rock boulders (see  
exhibit B attached hereto.) Grantor warrants that no vegetation will be placed within said easement.

RESTORATION of said easement surface area shall be the sole cost and expense of the  
Grantee. The Grantee shall be obligated to repair all damage and disturbed areas caused by its  
employees or other parties working on behalf of the Grantee, including sub-contractors. Regardless of  
any indemnification clauses in existence between the Grantee and its workers, the Grantee shall be  
fully responsible for full restoration and at no expense to the Grantor. Full restoration of said  
easement area shall be to return the area to the same or better condition it is in as of the execution of  
this easement, and as depicted by Exhibit B attached hereto.

**THE GRANTOR** covenants with the Grantee that the Grantor is lawfully seized and possessed of the  
real estate above-described, and that the Grantor has a good and lawful right to convey it, or any part thereof.

DATED this 13<sup>th</sup> day of October, 2015.

Signed: City of Red Lodge Montana,

By: *Ed Williams*

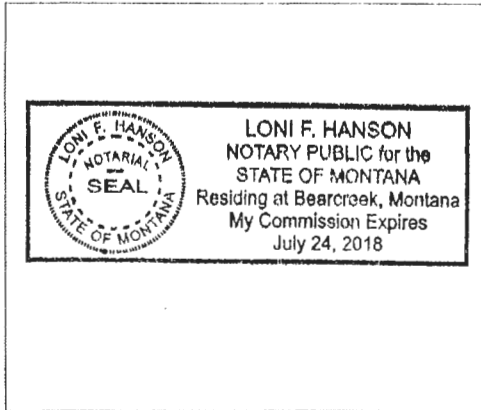
Its: MAYOR

STATE OF Montana )

COUNTY OF Carbon )ss.

On this 13<sup>th</sup> day of October, 2015, before me, personally appeared Ed Williams known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

NOTARY SEAL WITHIN THE BOX



Signature: *Loni F. Hanson*

Print Name: Loni F. Hanson

Notary Public for the State of Montana

Residing at Bearcreek

My Commission Expires July 24, 2015

Project: Rubicon Development

Map No.: \_\_\_\_\_

Order No.: 24057967-1000

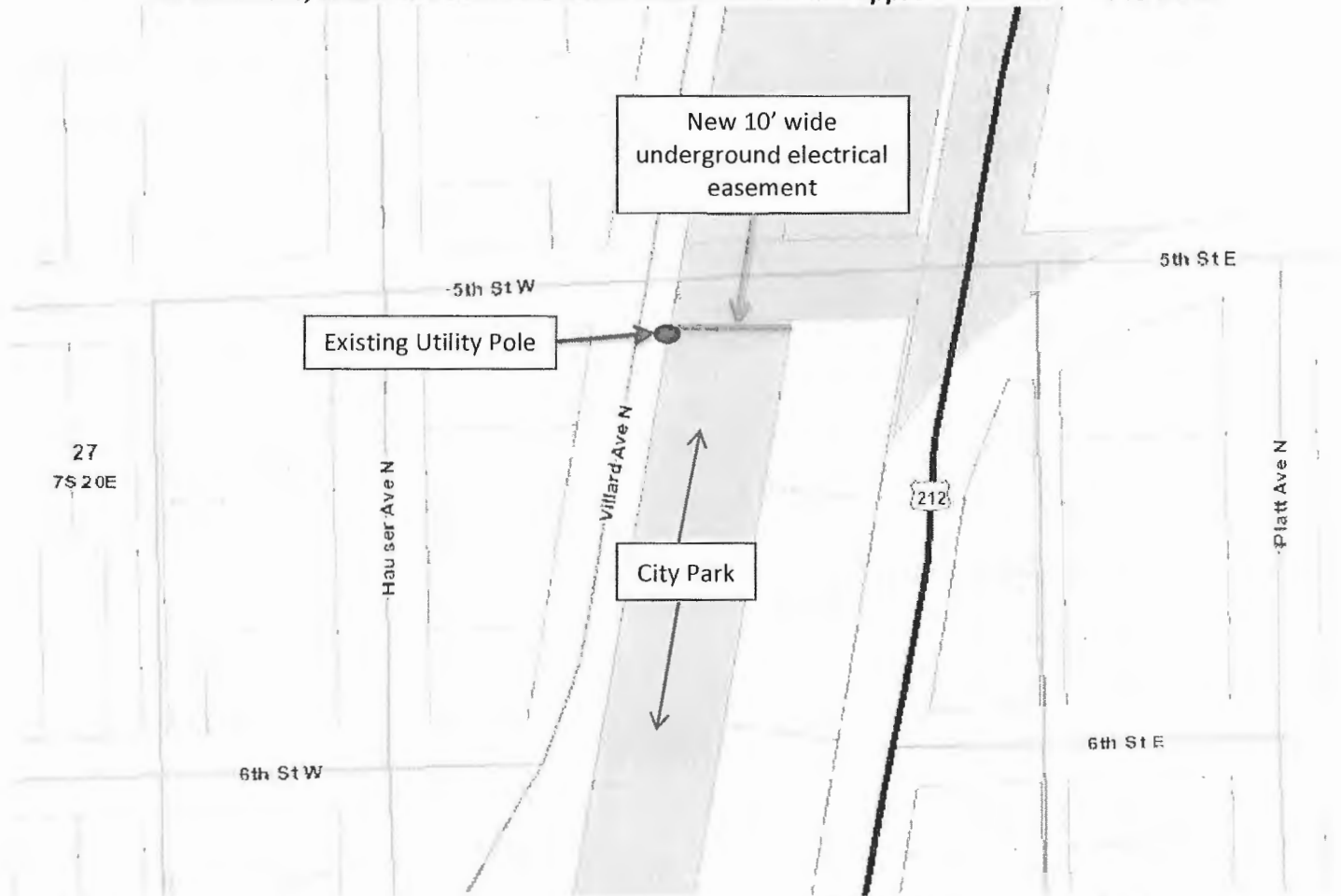
Acquired by: R. Ishkanian

E No.: \_\_\_\_\_

# "Exhibit A"

The following is made a part of that certain Underground Electrical Easement dated \_\_\_\_\_ by and between The City of Red Lodge as "Grantor" and Northwestern Corporation D/B/A NorthWestern Energy as "Grantee"

*All distances, areas and measurements shown below are approximate and not to scale*



**Red Lodge Original Townsite, T7S-R20E, Section 27: TRACT D, C.O.S. 1396, aka City Park**

EXHIBIT #

CONIFEROUS TREE

Rock Boulders  
(11)

