

RESOLUTION NO. 3538

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN EASEMENT AGREEMENT WITH TONGUE RIVER ELECTRIC COOPERATIVE FOR AN ELECTRIC LINE ALONG HORIZON PARKWAY

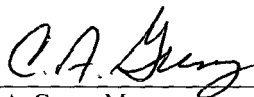
WHEREAS, Tongue River Electric Cooperative has requested from to the City of Miles City an easement for an underground three phase electrical power line beneath the northern most 15 feet of the right of way of Horizon Parkway from its intersection with Highway 59 to the end of Horizon Parkway, a distance of approximately 1,115 feet, in the City of Miles City, Custer County, Montana, a map of which is attached hereto as Exhibit "A";

AND WHEREAS the City Council finds that it is the best interest of the City of Miles City to grant such easement to Tongue River Electric Cooperative.

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AS FOLLOWS:

1. The City Council hereby approves of the granting of the requested easement to Tongue River Electric Cooperative, Inc., subject to the terms and conditions set forth in the form of Easement attached hereto as Exhibit "B" and made a part hereof.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Easement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such other and further documents as may be necessary or convenient to implement such Easement Agreement on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY AT LEAST A TWO-THIRDS VOTE OF ALL OF THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING OF THE CITY COUNCIL THIS 14TH DAY OF AUGUST, 2012.


C.A. Grenz, Mayor

ATTEST:


Rebecca Stanton, City Clerk



H. F. King

Return to:

"B"
Exhibit "A"
EASEMENT

IN CONSIDERATION of the mutual covenants of the parties hereto the **City of Miles City, Montana**, a municipal corporation, *Grantor*, hereby grants to **Tongue River Electric Cooperative, Inc.** of P.O. Box 138, Ashland, Montana 59003, *Grantee*, its successors and assigns, a perpetual, non-exclusive, easement for an underground three phase electrical power line beneath the northernmost 15 feet of the right of way of Horizon Parkway from its intersection with Highway 59 to the end of Horizon Parkway, a distance of approximately 1,115 feet, in the S½ of Section 2, Township 7 North, Range 47 East, in the City of Miles City, Custer County, Montana. A map of the route of such easement is attached hereto as Exhibit "A" and made a part hereof.

This easement is expressly limited by, conditional upon, and subject to the following terms and conditions:

- A. Grantor shall not be responsible for any costs of construction, maintenance, repair, replacement, removal or operation of such easement or the electrical transmission line contained therein.
- B. Grantee, its successors and assigns, shall at all times maintain such easement in good repair so as not to cause erosion, subsidence, or other physical damage to Grantor's lands, roadways, or other improvements, or those private lands adjoining the easement granted hereunder. Grantee shall keep the easement surface mowed and control all weeds upon the easement.
- C. Grantee, its successors and assigns, shall repair, at their expense, all erosion, subsidence, or other physical damage to Grantor's lands, roadways and other improvements, and those private lands adjoining the easement, caused by the existence and/or maintenance of such easement or the electrical transmission line therein.
- D. Grantee, its successors and assigns, shall indemnify, defend and hold Grantor, and Grantor's successors and assigns, harmless from any and all claims arising out of Grantee's, its successors' and assigns', construction, maintenance or use of such easement.
- E. This grant includes the right of ingress and egress across the Horizon Parkway right of way for construction, repair, and maintenance, consistent with the above terms and conditions.
- F. This easement shall not be used for any purposes other than that expressly set forth above.

This is a permanent easement and covenant running with the land and binding upon and inuring to the benefit of the successors and assigns of the parties hereto. By affixing its signature hereto, Grantee agrees to be bound by the above terms and conditions.

ENTERED INTO this _____ day of August, 2012.

GRANTOR
CITY OF MILES CITY, MONTANA, a Montana municipal corporation,

C.A. Grenz, Mayor

GRANTEE:

TONGUE RIVER ELECTRIC COOPERATIVE, INC., a Montana cooperative

Keith Bales, President

STATE OF MONTANA)
 :ss.
COUNTY OF CUSTER)

This instrument was acknowledged before me on the _____ day of August, 2012, by **C.A. GRENZ** in his capacity as Mayor of the City of Miles City, Montana, a Montana municipal corporation.

(Notarial Seal)

(Printed name of notary)
Notary Public for the State of Montana
Residing at Miles City, Montana
My commission expires: _____ / _____ / 20_____

STATE OF MONTANA)
 :ss.
COUNTY OF CUSTER)

This instrument was acknowledged before me on the _____ day of August, 2012, by **KEITH BALES** in his capacity as President of **Tongue River Electric Cooperative, Inc.**, a Montana cooperative.

(Notarial Seal)

(Printed name of notary)
Notary Public for the State of Montana
Residing at Miles City, Montana
My commission expires: _____ / _____ / 20_____