



Commission Memorandum

REPORT TO: Honorable Mayor and City Commission

FROM: Lance Lehigh, Development Review Engineer
Shawn Kohtz, City Engineer

SUBJECT: Authorize the City Manager to sign a utility easement with Bridger Orthopedic for the Laramie Drive Development Project (19392) on Laramie Drive.

MEETING DATE: December 2, 2019

AGENDA ITEM TYPE: Consent Agenda

RECOMMENDATION: Authorize the City Manager to sign a utility easement with Bridger Orthopedic for the Laramie Drive Development Project (19392) on Laramie Drive.

BACKGROUND: Attached is a copy (original to City Clerk) of the partially executed agreement. Engineering staff reviewed the document and found it to be acceptable.

FISCAL EFFECTS: N/A

ALTERNATIVES: As suggested by the City Commission.

Attachments: Utility Easement

Report compiled on: 11/13/19

UTILITY EASEMENT

Bridger Orthopedic GRANTOR, in consideration of \$ 1.00 and for other and valuable considerations, receipt of which is acknowledged, grants to The City of Bozeman, a municipal corporation of the State of Montana, with offices at 121 North Rouse Avenue, Bozeman, Montana 59715, GRANTEE, its successors and assigns, a perpetual utility easement for the use of each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, electric power, gas, internet, cable television or other similar utility or service, the right to the joint use of an easement for the construction, maintenance, repair, and removal of their lines and other facilities, in, through, and across a strip of land situated in Gallatin County, Montana, 10 feet wide, to be located on the following described real property: Along the southern boundary of 3407 Laramie Drive; S10, T02 S, R05 E, Parkway Plaza Subdivision, Block 1, Lot 1; Geocode 06-0798-10-4-13-01-0000.

The easement is more particularly described on the attached Exhibit(s) SK1 which by this reference is made a part hereof.

The GRANTOR states that he possesses the real property described above and that he has a lawful right to grant an easement thereon.

The GRANTOR further agrees that the GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTOR.

The terms, covenants, and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

DATED this 21th day of August, 2019.

By: [Signature]
Grantor COO, Bridger Ortho

STATE OF MONTANA)
)ss.
County of Gallatin)

ACCEPTED:

CITY OF BOZEMAN
by _____
City Manager

ATTEST:

City Clerk

STATE OF MONTANA)
)ss.
County of Gallatin)

On this _____ day of _____, 2____, before me, a Notary Public for the State of Montana, personally appeared ANDREA SURRATT and ROBIN CROUGH, known to me to be the City Manager and City Clerk, respectively, of the City of Bozeman and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of the City of Bozeman.

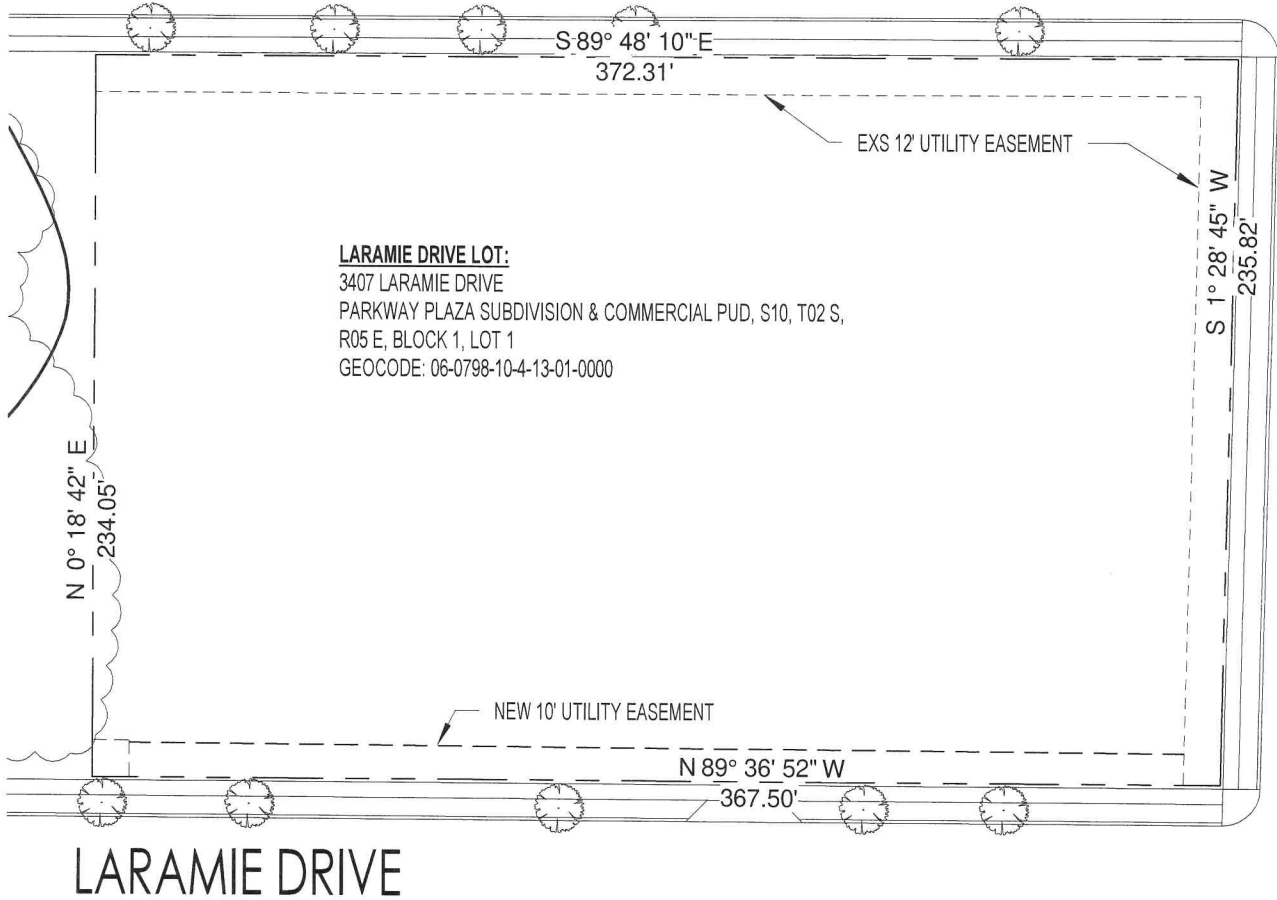
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)
Residing at _____
My Commission Expires ____/____/20____

FALLON STREET



S FOWLER AVE

115

LARAMIE DRIVE

① EASEMENT SITE PLAN
1" = 60'-0"



LARAMIE DRIVE DEVELOPMENT

SHEET NUMBER:

SK1

8-6-19

SHEET TITLE:

EASEMENT SKETCH

a|118

architecture one eighteen

115 east oak street bozeman mt 59715

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