

RETURN TO:
CITY OF BILLINGS
CITY CLERK
P.O. Box 1178
Billings, MT 59103

*** UTILITY RIGHT-OF-WAY EASEMENT ***

For valuable consideration, The **CITY OF BILLINGS**, ("Grantor") a political subdivision of the State of Montana, whose address is Post Office Box 1178, Billings Montana 59103, through its City Council, does hereby GRANT, SELL and CONVEY to the **MONTANA DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc.**, of 5181 Southgate Drive, Billings, MT 59101-4627, ("Grantee") and their successors, assigns and apportionees an easement upon which to construct, operate, maintain, replace, upgrade and remove underground gas service lines and necessary appurtenances, under, along and across that certain real property situated in Section 20, Township 1 South, Range 26 East, P.M.M., Yellowstone County, Montana, being more particularly described as follows:

DESCRIPTION OF EASEMENT
SEE ATTACHED EXHIBIT "A"

Commencing at the southwest corner of Tract 1; thence N 86°59'08"E for a distance of 26.0 feet to the true Point of Beginning; thence N86°59'08"E for a distance of 10.0 feet; thence S03°00'52"E for a distance of 281.3 feet; thence S86°59'08"W for a distance of 10.0 feet; thence N03°00'52"W for a distance of 281.3 feet to the Point of Beginning. Easement is situated in Tract 2 of, Certificate of Survey No. _____, according to the official plat recorded _____, 2009 and now on file in the Office of the Clerk and Recorder of said Yellowstone County under Document No. _____.

The above described parcel contains 2,813 square feet, more or less.

Together with reasonable right of access to and from the easement area over lands of the Grantor using existing roads where practicable, the right to use and keep the easement area free and clear of any and all obstructions or structures, except fences, and the right to clear and remove all timber, brush or vegetation within the easement area that may endanger the gas line, communications system or necessary appurtenances.

In addition, the Grantee, its successors, agents, contractors, and employees agree to the following conditions of entry:

1. **DAMAGE TO PROPERTY**: Grantee shall exercise care to avoid damaging the property in any manner not consistent with the uses for which this agreement is made. If additional damage does occur it shall be the responsibility of the Grantee, its successors, agents, contractors, and employees to remove, replace and/or restore any gravel, vegetation, concrete or asphalt to its original state.
2. **COOPERATION WITH GRANTOR**: Grantee shall at all times cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.
3. **CLEANUP**: Shall upon completion of the work, clean all ground occupied of all rubbish, excess material, temporary structures and equipment.
4. **ACCEPTANCE**: All parts of the site shall be left in acceptable condition.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon, the successors and assigns of the parties hereto.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 2009.

CITY:

CITY OF BILLINGS, a Montana
Municipal Corporation

By: _____
RON TUSSING, Mayor

ATTEST:

By: _____
CARI MARTIN, City Clerk

STATE OF MONTANA)
County of Yellowstone)

On this _____ day of _____, 2009 before me, a Notary Public for the State of Montana, personally appeared **RON TUSSING** and **CARI MARTIN**, known to me to be the Mayor and City Clerk, respectively, of the City of **Billings, Montana**, and acknowledged to me that they executed the foregoing instrument.

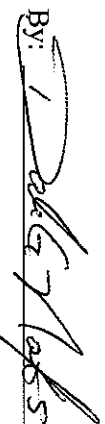
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(Signature)

(NOTARIAL SEAL)


Notary Public for the State of Montana
Residing in Billings, Montana
My Commission Expires: _____

MONTANA DAKOTA UTILITIES CO.,
a Division of MDU Resources Group, Inc.;

By: 
Printed Name: DALE G NAFFS
Its: GAS ENGINEER ASSOCIATE

STATE OF MONTANA)
County of Yellowstone)

On this 3rd day of June, 2009 before me, a Notary Public for the State of Montana, personally appeared Dale G. Naffs, known to me to be the Gas Engineer Associate, of MONTANA DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc., and acknowledged to me that (s)he executed the foregoing instrument as the authorized representative of MONTANA DAKOTA UTILITIES CO.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.


(Signature)

(NOTARIAL SEAL)

Mark A. Vinger (Printed Name)
Notary Public for the State of Montana
Residing in Billings, Montana
My Commission Expires: 02-20-2012

EXHIBIT "A"

