

TEMPORARY ACCESS, USE AND CONSTRUCTION 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, does hereby **GRANT, SELL and CONVEY to STOCKMAN BANK** ("Grantee") a temporary access, use and construction easement upon Lot 7 Block 53, Fosters Addition, Billings, Yellowstone County, Montana, owned by Grantor, for the purpose of staging and mobilizing the storage of equipment and materials necessary to demolish existing buildings adjacent to and immediately south of Grantor's property.

DESCRIPTION OF EASEMENT

The south 20' of Lot 7, Block 53, Fosters Addition, Billings, Montana, recorded as Document No. 012383 records of Yellowstone County, Montana,

The above described parcel contains 2,800 square feet, more or less.

Together with reasonable right of access to and from the easement area over lands of the Grantor using existing streets where practicable, the right to use and keep the easement area free and clear of any and all obstructions or structures and the right to clear and remove all timber, brush or vegetation outside the easement area that may hinder access.

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

1. **DAMAGE TO REAL 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 replace and/or restore the area 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:** Upon completion of its work, Grantee shall clean and clear all occupied ground of all rubbish, excess material, temporary structures and equipment.
4. **ACCEPTANCE:** All parts of the site shall be left in acceptable condition as close as possible to its original, pre-construction condition.
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and hold harmless Grantor from any and all claims, costs, expenses, obligations, demands, causes of actions, liabilities, litigation costs and reasonable attorneys fees, which are asserted against or incurred by Grantor arising from the negligent or intentional acts or omissions of Grantee or its agents, employees, contractors or subcontractors occurring during the Grantee's use of this easement.
6. **LIABILITY INSURANCE:** Grantee shall obtain Commercial General Liability insurance in at least the amount of \$1.5 million each occurrence naming the city as a primary, non-contributory insured and shall provide written evidence through a Certificate of Insurance that such insurance has been secured covering the period of time in which this easement is in effect and used by Grantee.
7. **DURATION:** This easement is temporary and shall terminate upon either the Grantee notifying Grantor in writing that it is terminating the easement or upon Grantee completing the demolition on adjacent property, including filling and re-compacting the site, whichever occurs first.

The rights, conditions and provisions of this easement and conditions stated above shall inure solely to the benefit of and be binding upon, Grantee and its agents, employees, contractors and subcontractors only, and cannot be assigned to successors in interest or any other person or entity without prior written approval of Grantor.

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 _____, 2010.

CITY:

CITY OF BILLINGS, a Montana
Municipal Corporation

By: _____
THOMAS W. HANEL, Mayor

ATTEST:

By: _____
CARI MARTIN, City Clerk

STATE OF MONTANA)

: ss.

County of Yellowstone)

On this _____ day of _____, 2010 before me, a Notary Public for the State of Montana, personally appeared **THOMAS HANEL** 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)

_____ (Printed Name)

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

STOCKMAN BANK

By: William E. Coffee
Printed Name: William E. Coffee
Its: CEO

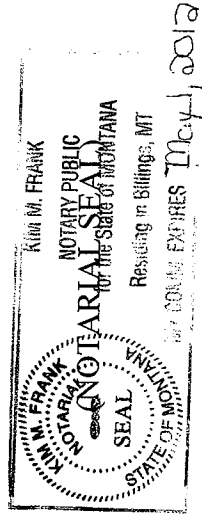
STATE OF MONTANA)

: ss.

County of Yellowstone)

On this 15th day of April, 2010 before me, a Notary Public for the State of Montana, personally appeared William E. Coffee, known to me to be the Chief Executive Officer, of **STOCKMAN BANK**, (Corporation, LLC, etc?) and acknowledged to me that he executed the foregoing instrument as the authorized representative of **STOCKMAN BANK**.

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



Kim M. Frank (Signature)
Kim M. Frank (Printed Name)
Notary Public for the State of Montana
Residing in Billings, Montana
My Commission Expires: May 1, 2012