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E A S E M E N T

This easement made and entered into this 3rd day of February, 1965, by and between ELEANOR O. SANDERSON, of Billings, Montana, hereinafter referred to as Grantor, and THE CITY OF BILLINGS, MONTANA, a body politic, being a municipal corporation of the State of Montana, hereinafter called Grantee,

W I T N E S S E T H:

That for and in consideration of the sum of One and no/100ths Dollars (\$1.00) in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged by Grantor, Grantor does by these presents grant, convey, and deliver to Grantee, its successors and assigns, forever, a permanent easement and right of way across the real property hereafter described, at any time, for the purpose of constructing, reconstructing, maintaining, repairing and replacing underground pipe lines and or mains for the purpose of conveying natural ground water runoff, storm drainage and sewer waste, over, across, through and under the said real property hereinafter described, together with the right to excavate and refill ditches for the location of said pipe lines and mains, and the further right to remove trees, bushes, undergrowth, grass, fences and other obstructions interfering with the location, construction, maintenance, reconstruction, replacement, and/or repair of said pipe lines and mains by said Grantee.

The easement and right of way hereby granted is a strip of land 20 feet in width over and across that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, Twp. 1 North, Rge. 26 East, M.P.M., more particularly described as follows, to-wit:

Beginning at the East Quarter Corner of Section 28, in Twp. 1 N., Rge. 26 E., M.P.M., and thence running West along the South line of the NE $\frac{1}{4}$ of said Section 28 for a distance of 1300 feet, and from thence South parallel to the East section line of said Section 28 for a distance of 880 feet, and from thence in a Northeasterly direction along

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the existing County Road a distance of 1309 feet to a point on the East line of said Section 28, 727 feet South of East Quarter Corner, and from thence North along the East line of said Section 28, to the point of beginning,

EXCEPTING therefrom that portion of the above described tract which lies northwesterly of the westerly boundary of the B.B.W.A. Canal; and

Excepting therefrom that portion of the above described lands that lies within the following described right-of-way which was conveyed to the Billings Land and Irrigation Company, a Montana corporation:

"...said right of way...being 100 feet in width ...Beginning at a point 230 feet east of the S.W. Corner of the $N\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 28-1N-26E-M.P.M., and running thence in a northeasterly direction along the line of said canal as now located, through the $N\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 28 and through the $S\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 28 to a point 43 feet north of the S.E. Corner of said $S\frac{1}{2}$ of said NE $\frac{1}{4}$ of said Section 28....".

The Grantor shall have the right to fully use and enjoy the above described premises, except as to the rights herein granted. Grantee agrees to restore the lands included within this easement by reason of any reconstruction, maintaining, repairing or replacing of said lines or mains to a condition equal to that existing immediately prior thereto.

In consideration for the grant of said easement Grantor shall have the right to make one (1) connection for sanitary sewage purposes to the main line installed by Grantee, which said connection shall in all other respects conform to the ordinances of the City of Billings relating to sanitary sewage connections, provided, however, that Grantor shall not be charged the usual connection for such singleconnection and provided further that such connection shall be allowed only to serve a maximum area of 10,000 square feet, and which said area to be served is more particularly described as follows, to-wit:

10,000 square feet now occupied by and surrounding the existing house and garage now on the above described property.

Grantee agrees to install a "Y" in the main line for the above stated connection, provided, however that the Grantor shall furnish the exact location as to where the "Y" is to be installed in advance of construction.

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Grantee shall have the right of access during the time of initial construction across the adjacent lands owned by Grantor provided that Grantee agrees to pay any and all damages resulting from its use of said adjacent lands.

Special provisions:

In addition to the above damages, if any, Grantee agrees to pay damages which may arise by reason of loss of grass resulting from being unable to run irrigation water across the ditch in which the sewer line is laid, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

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Grantor does hereby covenant that she will forever warrant and defend all right, title and interest in and to said premises and the quiet and peaceable possession thereof unto Grantee and to its successors and assigns, and all and every person and persons whomsoever lawfully claiming the same.

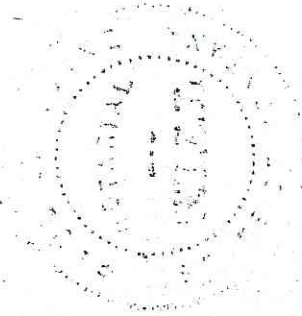
IN WITNESS WHEREOF, the Grantor has set her hand and seal the day and year first above written.

Eleanor O. Sanderson ds
Eleanor O. Sanderson

STATE OF MONTANA)
)
County of Yellowstone) ss.

On this 1st day of March, 1965, before me, the undersigned, a notary public for the State of Montana, personally appeared ELEANOR O. SANDERSON, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



Louise Romine
Notary public for the State of Montana
Residing at Billings, Montana
My commission expires June 15, 1966.

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Eleana O. Sanderson

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City of Billings

Assistant

STATE OF MONTANA,
County of Yellowstone, }
I hereby certify that the within in-
strument was filed in my office for

Record on MAR 12 1965

day of _____

at 3:07 P.M.

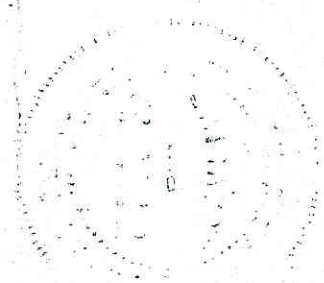
cost 810

Rec'd 6/10

Recorder

John J. ... Deputy

Wife



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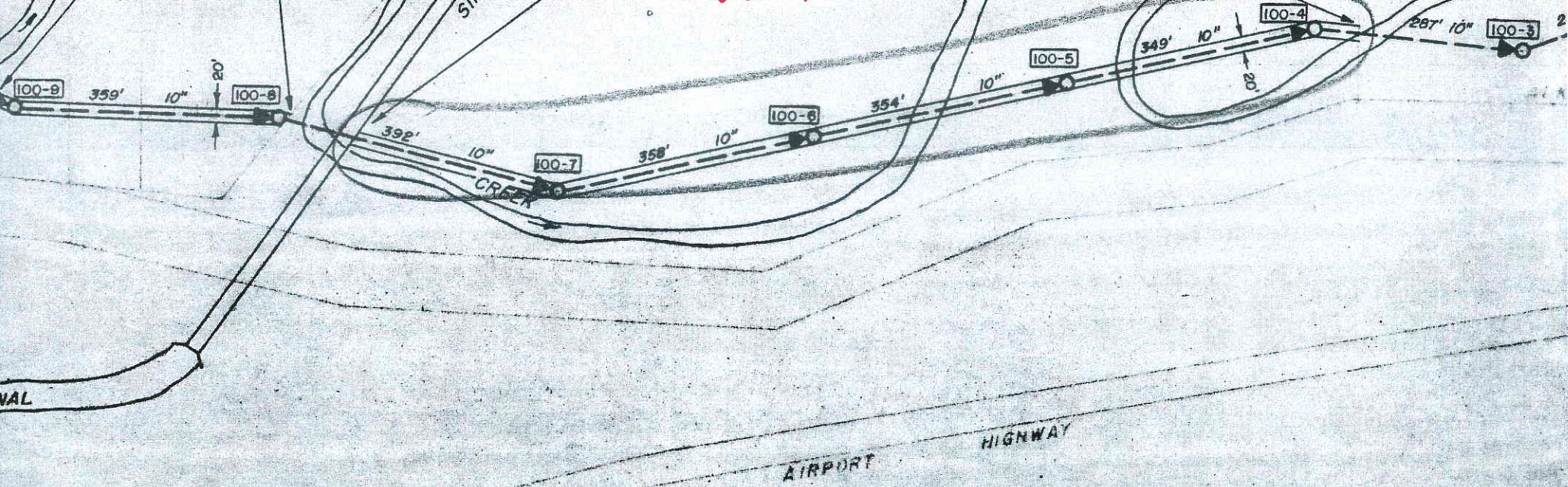
SIPHON

SANDERSON TO CITY
BK. 810, P. 610
2-3-65

*Replaced w/24"
w0-94-01*

OLSON TO CITY
BK. 810, P. 613
2-18-65

ALLEN TO CITY
BK. 813, P. 537
3-20-65



VAL

AIRPORT HIGHWAY