

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

## PERPETUAL RIGHT-OF-WAY EASEMENT

**4E PROPERTIES, LLC (owned by SHAWN L. EGAN AND JILL R. EGAN)** ("Grantor"), whose address is 4020 Hillcrest Road, Billings, Montana 59101, does hereby GRANT and CONVEY to the CITY OF BILLINGS ("Grantee"), a municipal corporation and political subdivision of the State of Montana, of Post Office Box 1178, Billings, Montana 59103, a perpetual easement and right-of-way upon which to construct, reconstruct, maintain, operate, service, repair, replace, upgrade and add sanitary sewer facilities over, across, under and through, together with the right of free ingress and egress at all times, certain real property situated in Section 20, Township 1 South, Range 26 East, P.M.M., Yellowstone County, Montana, being more particularly described in attached Exhibit A and as follows:

### DESCRIPTION OF EASEMENT

Tracts of land situated within Tract 2 of Certificate of Survey No. 3462, Recorded March 11, 2010 under Document Number 3543127 in the office of the Clerk and Recorder of Yellowstone County, located in the SE1/4 of Section 20, T.1S., R.26E., P.M.M., Yellowstone County, Montana, more particularly described as:

26.0' Wide Sanitary Sewer Main Easement and 20.0' Wide Sanitary Sewer Main Easement as recorded under said Document No. 3543127.

See attached Exhibit A, said easements noted as Easement 1, Easement 2 and Easement 3 containing 29,900 square feet more or less.

Grantors shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted, subject to the following restrictions:

1. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.
2. Grantors agree not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.
3. Grantors agree that authorized representatives of the Grantee can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.

4. Grantors agree to obtain the permission of the Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing sewer lines, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the Grantee.
5. Grantors agree that the sole responsibility of the Grantee for any surface restoration due to any construction, replacement, repair or service work to the sewer lines by the Grantee, shall be limited to compaction and placement of backfill material to existing grade and correction of any damage to surface improvements such as vegetation, landscaping, trails and access roads.
6. HOLD HARMLESS AGREEMENT:
  - Grantors agree that the owner or owners of the above described property shall at all times fully relieve and save harmless the Grantee and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in vegetated areas; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement right-of-way by authorized representatives of the Grantee in exercise of any of their rights under this easement right-of-way.
  - Grantors agree that the owners of the above described real property shall reimburse the Grantee for any and all damage claims paid by the Grantee for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.
7. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

_____	_____
_____	_____
_____	_____

*IN WITNESS WHEREOF*, the Parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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 \_\_\_\_\_, 2013 before me, a Notary Public for the State of Montana, personally appeared THOMAS W. 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: \_\_\_\_\_

**4E PROPERTIES, LLC (owned by SHAWN L. EGAN AND JILL R. EGAN):**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF MONTANA)  
: ss.  
County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013 before me, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, and acknowledged to me that they executed the foregoing instrument as the authorized representative of \_\_\_\_\_.

*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: \_\_\_\_\_