

RETURN TO:  
NORTHWESTERN ENERGY  
LANDS and PERMITTING DEPARTMENT  
40 East Broadway  
Butte, MT 59701-9394

**\*\*\* 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 **NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY**, a Delaware Corporation, of 40 East Broadway, Butte Montana 59701-9394, (“Grantee”) and their successors, assigns and appurtenances an easement upon which to construct, operate, maintain, replace, upgrade and remove a power pole structure for overhead Transmission and Distribution Electric Lines, and necessary appurtenances which may extend beyond the easement, over, under, along and across that certain real property situated in Section 15, Township 1 South, Range 25 East, P.M.M., City of Billings, Yellowstone County, Montana, being more particularly described as follows:

**DESCRIPTION OF EASEMENT**  
**SEE ATTACHED EXHIBIT “A”**

A tract of land situated in Lot 5A of the Plat of Amended Lot 5, Block 1, of Long Subdivision, Document No. 3585198 on file and of record at the Yellowstone County Clerk & Recorder, City of Billings, Yellowstone County, Montana. Said tract being more particularly described as follows: Being a strip of land 25.00 feet in width, being adjacent and running parallel to the north lot line of said Lot 5A. Beginning at a point on the east Right-Of-Way line of South 44<sup>TH</sup> Street West, said point being approximately 19 feet west and perpendicular from the southwest corner of Lot 1-B, Block 1 of the Plat Of Amended Lot 1, Block 1, Sharptail Subdivision; thence in a southeasterly direction along said north Lot line of said Lot 5A of Amended Long Subdivision for an approximate distance of 1,573 feet to a point approximately 56 feet east of the west P.C., having a radius of 709.80 feet and terminating at said point.

Said tract contains 39,313 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 outside the easement area that may endanger the power 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 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.

