

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 13 day of MARCH, 2015, the undersigned, JOCK CLAUSE & KATHY CLAUSE, 926 Main Street, Billings, MT 59105, hereinafter called "Grantors", hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana:

An easement situated in the southwest corner of Lot 9, Block 3, Titan Subdivision, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3133913; said easement being more particularly described as follows:

Beginning at a point being the southwest corner of said Lot 9; thence, from said Point of Beginning, N 00°07'44" E along the west line of said Lot 9 a distance of 23.00 feet; thence, leaving said west line, N 89°58'02" E a distance of 40.56 feet; thence S 36°49'17" E a distance of 28.72 feet to a point on the south line of said Lot 9; thence S 89°58'02" W along said south line a distance of 57.77 feet to said Point of Beginning; said easement having an area of 1,130 square feet; said easement also being as shown on attached Exhibit 'A'.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing sanitary sewers and/or water lines over, across, under and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing said sanitary sewers and/or water lines and appurtenances, and adding additional sanitary sewer and/or water lines.

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 City of Billings 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 Public Works Department or 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 sanitary sewers and/or water lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-

EXHIBIT A

SANITARY SEWER EASEMENT LOCATED WITHIN LOT 9, BLOCK 3, TITAN SUBDIVISION

PREPARED FOR : THE CITY OF BILLINGS

FEBRUARY, 2015

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

