

FINAL DRAFT

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, including construction by Grantee of the 8-inch lateral stubs shown on the attached Exhibit 'A', the undersigned, QUARNBURG FARMING CORP., 6132 S. Frontage Road, Billings, MT 59101, hereinafter called "Grantors", does, on this _____ day of _____, 20____, 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 southeast corner of a parcel of land described as the SW1/4 of Section 18, T. 1 S., R. 26 E., P.M.M., less highway right-of-way, Certificate of Survey No. 1614, & Certificate of Survey No. 2038; said easement being more particularly described as follows:

Beginning at a point on the south line of said Section 18, whence said point bears S 89°58'20" W along said south line a distance of 36.69 feet from the S1/4 corner of said Section 18; thence, from said Point of Beginning, S 89°58'20" W along said south line a distance of 35.11 feet; thence, leaving said south line, N 01°58'02" E a distance of 63.04 feet; thence N 89°58'20" E a distance of 69.78 feet to a point on the north-south midsection line of said Section 18; thence S 00°07'44" W along said midsection line a distance of 42.00 feet; thence, leaving said midsection line, S 89°58'20" W a distance of 15.74 feet; thence S 44°58'14" W a distance of 29.70 feet to said Point of Beginning; said easement having an area of 3,909 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 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 water lines and appurtenances, and adding additional sanitary sewer and 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 or required by City or County ordinance or development agreement.
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

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the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing sanitary sewers and water lines and appurtenances, 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 City.

5. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the sanitary sewer and water lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings, and for restoration of any driveway or road placed within the easement by the Grantor, its successors or assigns; Grantee hereby authorizes the placement of a road or driveway within the easement, and continued use of the existing dirt road which crosses this easement.
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 City of Billings 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 lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; 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 City of Billings in exercise of any of their rights under this easement right-of-way.
 - Grantors agree the owners of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City 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, except any existing easement for Hogan's Slough. This easement is subject to the terms of any existing easement for Hogan's Slough.

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ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt and hereby accepts the property interest conveyed through this instrument.

Mayor, City of Billings

ATTEST: _____
City Clerk

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STATE OF MONTANA)
 :SS
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

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

(SEAL)

Signature of Notary

Printed name of Notary

NOTARIAL SEAL * STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES _____

EXHIBIT A

SANITARY SEWER & WATER MAIN EASEMENT LOCATED
WITHIN THE SW1/4 OF SECT. 18, T1S, R26E, PMM
PREPARED FOR : THE CITY OF BILLINGS FEBRUARY, 2015
PREPARED BY : SANDERSON STEWART BILLINGS, MONTANA

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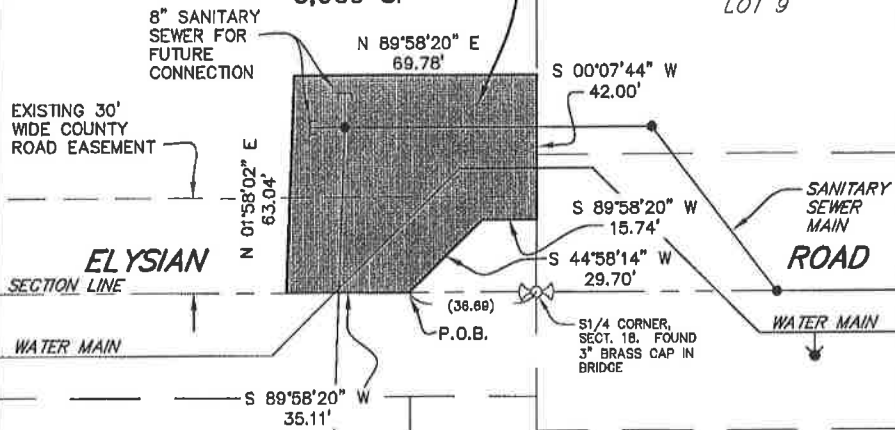
TITAN SUB.

SW1/4, SECT. 18

- BLOCK 3 -

**SANITARY SEWER
& WATER MAIN
EASEMENT
3,909 SF**

LOT 9



LOT 2

HARMONY MEADOWS

SUB., FIRST

FILING

- BLOCK 1 -

GOV'T LOT 1
&
NE1/4NW1/4,
SECT. 19