



CITY OF BILLINGS DEPARTMENT OF PARKS, RECREATION AND PUBLIC LANDS

POLICY ON UTILITY EASEMENTS IN CITY PARKS

I. PURPOSE:

To establish a guide for the granting of easements for utility installations across or in parklands in the City of Billings by utility companies or their contractors, subcontractors, agents or employees.

II. TYPES OF EASEMENTS:

This policy applies to all requests for easements in City owned parklands by utility companies. Two kinds of easements are recognized for the purpose of this policy:

1. Service Easement – is an agreement to provide a utility service for a park facility or area.
2. Non-Service Easement - is an agreement for a utility to cross, but does not provide any service to a park area.

III. POLICY:

- A. A Service Easement, to bring a utility to a park facility or area to be served, shall be located on construction drawings and approved by the Parks, Recreation and Public Lands (PRPL) staff.
- B. A Non-Service Easement may be granted in the event there are no other possible routes outside parklands available. The utility company shall ~~fill out~~ complete an Easement Request Form for review and recommendation by PRPL Staff.
- C. Requests for easements will be submitted to the City Council for approval or disapproval.
- D. All easements shall be executed on a City of Billings easement document form.
- E. Indemnification, Insurance, and Excavation Bond. Any person or entity (Grantee) provided an easement shall indemnify, defend and save the City, its officers, agents and employees harmless from any and all losses, damages, judgments, causes of action and liability, including reasonable attorneys fees occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission on the part of Grantee or its agents or employees in the exercise and use of an easement granted by the City. A Grantee shall provide City with proof of Commercial General Liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.5 million per occurrence and naming the City as an additional insured. The insurance must be in a form suitable to and approved by City. Grantee shall also obtain an Excavation Bond as required by City ordinance.



CITY OF BILLINGS DEPARTMENT OF PARKS, RECREATION AND PUBLIC LANDS

- F. Dedicated parks in new Subdivision Plats shall not contain easements for non-service utility locations without prior staff approval during the plat development process.
- G. All easements shall be non-exclusive; and at its discretion, the City may permit additional utilities to co-locate within the same easement. However, existing Grantee/Utility may not charge any fee of any type for such co-location. Additional utilities desiring co-location are subject to all easement policies and procedures.
- H. Utility easement may be granted to a utility firm and its successors. The easement shall not be assignable by the Grantee to any other utility for any use other than that specifically described in the easement.
- I. Compensation to the City shall be charged for all Non-Service Easements.
- J. All approved easements shall follow a route through the affected park that will minimize conflicts with current and future park facilities, trees, and features.
- K. Location of any necessary surface equipment shall be approved by the Parks, Recreation and Public Lands Department. All surface equipment such as, but not limited to, pedestals and vaults, shall be located, installed, and maintained in such a manner as to preserve and enhance the safety and aesthetics of the surrounding park area and adjacent private housing lots as approved by the City of Billings.
- L. All easements shall guarantee the repair and restoration to City specifications of all areas and facilities disturbed by activities to install, repair, maintain, or remove the utility.
- M. Appropriate measures as approved by the City of Billings shall be implemented to protect park trees and facilities in the vicinity of the utility during installation and repairs.
- N. All cable installation shall be underground and in conduit.
- O. No repair, upgrade, or any other activity within the easement shall take place until the City has been notified and has coordinated with other park uses and maintenance operations scheduled or in progress.
- P. Pre and post operations inspections and on-site coordination may be required in the sole discretion of PRPL personnel. If such inspections and coordination are required Grantee shall pay Grantor for these services on a per hour basis at the current established billing rates as set by PRPL.
- Q. If an existing easement conflicts with park development or redevelopment , the City will cooperate with the utility company (Grantee) to relocate the existing easement to a mutually acceptable location.

IV. TERMINATION OF EASEMENT:

Noncompliance with any of the conditions and terms of any easement ~~shall~~ may, upon discovery and notification of the utility company, cause the easement to be terminated in its entirety. The utility company shall, in that event, vacate the



CITY OF BILLINGS DEPARTMENT OF PARKS, RECREATION AND PUBLIC LANDS

premises immediately. City shall send written notification to Grantee of any noncompliance with any of the conditions and terms of this agreement and Grantee shall have fifteen (15) calendar days to cure and eliminate such noncompliance unless both City and Grantee agree to an extension. If Grantee fails or refuses to respond to the City's notification of noncompliance or fails to remediate the noncompliance after written notification from City as described above, City shall have the right and option to declare this easement terminated in its entirety. The **Grantee** shall, in that event, vacate the premises immediately and restore the park grounds to their original condition.