

TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, **GARY J. ARMSTRONG LIVING TRUST**, 1701 East Lane, Billings, MT 59101, hereinafter called "Grantor", does, on this 14th day of April, 2015, 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 referred to as "Grantee", temporary construction easements across, over and through certain real property located in Yellowstone County, Montana more particularly described as follows, to-wit:

Two (2) easements situated within a parcel of land described as Government Lot 1 and the NE1/4NW1/4 of Section 19, T. 1 S., R. 26 E., P.M.M., excepting therefrom the north 30' for county road (Elysian Road) as conveyed to Yellowstone County by Deed recorded February 6, 1904 in Book P of Deeds, Page 21; also excepting therefrom the east 20' more or less as conveyed to the Yellowstone Canyon Creek Ditch Company by Deed recorded in Book 67, Page 368, under Document No. 115489; also excepting therefrom the west 16.5' of the east 36.5' more or less as conveyed to the Canyon Creek Ditch Company by Deed recorded in Book 149, Page 206, under Document No. 242974; said easements being more particularly described as follows:

Easement #1:

Commencing at the N1/4 corner of said Section 19; thence S 00°07'22" E along the north-south midsection line of said Section 19, a distance of 30.00 feet to a point on the southerly right-of-way line of Elysian Road; thence S 89°58'20" W along said right-of-way line, a distance of 36.50 feet to the true Point of Beginning; thence, from said Point of Beginning, leaving said right-of-way line, S 00°07'22" E a distance of 99.46 feet; thence S 01°58'02" W a distance of 287.91 feet; thence S 00°07'22" E a distance of 907.07 feet to a point on the south line of said Government Lot 1 and the NE1/4NW1/4 of Section 19; thence S 89°58'09" W along said south line a distance of 10.00 feet; thence N 00°07'22" W a distance of 907.23 feet; thence N 01°58'02" E a distance of 387.26 feet to a point on said southerly right-of-way line of Elysian Road; thence N 89°58'20" E along said right-of-way line a distance of 6.38 feet to said Point of Beginning; said easement having an area of 12,764 square feet; said easement also being as shown on attached Exhibits 'A-1' & 'A-2'; and

Easement #2:

Commencing at a point on the west line of said Section 19 being the N1/16 corner of said Section 19; thence N 00°10'18" W along said west line, a distance of 30.00 feet to the true Point of Beginning; thence, from said Point of Beginning, N 00°10'18" W along said west line, a distance of 20.00 feet; thence, leaving said west line, N 89°58'09" E a distance of 578.88 feet; thence S 00°10'51" E a distance of 9.99 feet; thence S 88°33'45" E a distance of 390.84 feet; thence N 89°58'09" E a distance of 1339.90 feet; thence N 00°07'22" W a distance of 877.90 feet; thence N 01°58'02" E a distance of 345.67 feet; thence along a non-tangent curve to the right with a central angle of 70°31'44", a radius of 15.00 feet, and a length of 18.46 feet (chord bears S 33°17'50" E a distance of 17.32 feet); thence S 01°58'02" W a distance of 331.44 feet; thence S 00°07'22" E a distance of 887.73 feet; thence S 89°58'09" W a distance of 1349.13 feet; thence N 88°33'45" W a distance of 390.21 feet; thence S 89°58'09" W a distance of 579.20 feet a point on said west line of Section 19, being

said Point of Beginning; said easement having an area of 41,178 square feet; said easement also being as shown on attached Exhibits 'A-1' & 'A-2'.

The Grantor does hereby create these easements for the purpose of construction of sanitary sewer facilities through, over, and across said real property, together with the right of free ingress and egress by vehicular and pedestrian traffic at all times throughout the term of this agreement which shall commence on April 20th, 2015, and expire September 30th, 2015.

The Grantee does hereby agree that any construction work conducted in the easement areas through its own employees or through contract help will meet the following requirements.

- A. The grantee shall repair to existing condition any damage that occurred to existing accesses or staging areas. Grantee shall grade any disturbed areas back to existing grade.
- B. The grantee shall notify the grantor at least 24 hours in advance of any construction commencing within said easements and the schedule of any subsequent construction activity so that the adverse affects of such construction can be minimized through mutual cooperation.
- C. All work within said easements shall begin no earlier than the commencement date and shall be completed prior to the expiration date as stated above.

Grantee undertakes to and does hereby agree to defend, hold harmless and indemnify Grantor, their successors, heirs or assigns, from any and all liability, cost and attorneys' fees the Grantor may suffer as a result of claims, demands, costs or judgments against Grantor arising out of any claims for civil damages due to detrimental conduct or negligence of the Grantee and for any and all environmental damage caused by the Grantee on these easements or Grantee's non-compliance with any environmental law, order, administrative law or rule, adopted or promulgated by the State of Montana.

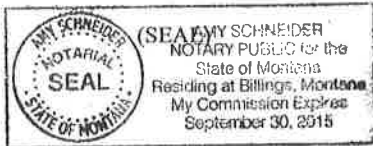
GARY J. ARMSTRONG LIVING TRUST

By: *G. J. Armstrong* Title: *Trustee*

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 14th day of April, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared *Gary J. Armstrong* to me known to be the *Trustee* of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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



Amy Schneider
Signature of Notary
Amy Schneider
Printed name of Notary

NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA,
MY COMMISSION EXPIRES 9/30/2015

EXHIBIT A-1

TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN GOV'T
 LOT 1 & THE NE1/4NW1/4 OF SECT. 19, T1S, R26E, PMM

PREPARED FOR : THE CITY OF BILLINGS

FEBRUARY, 2015

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

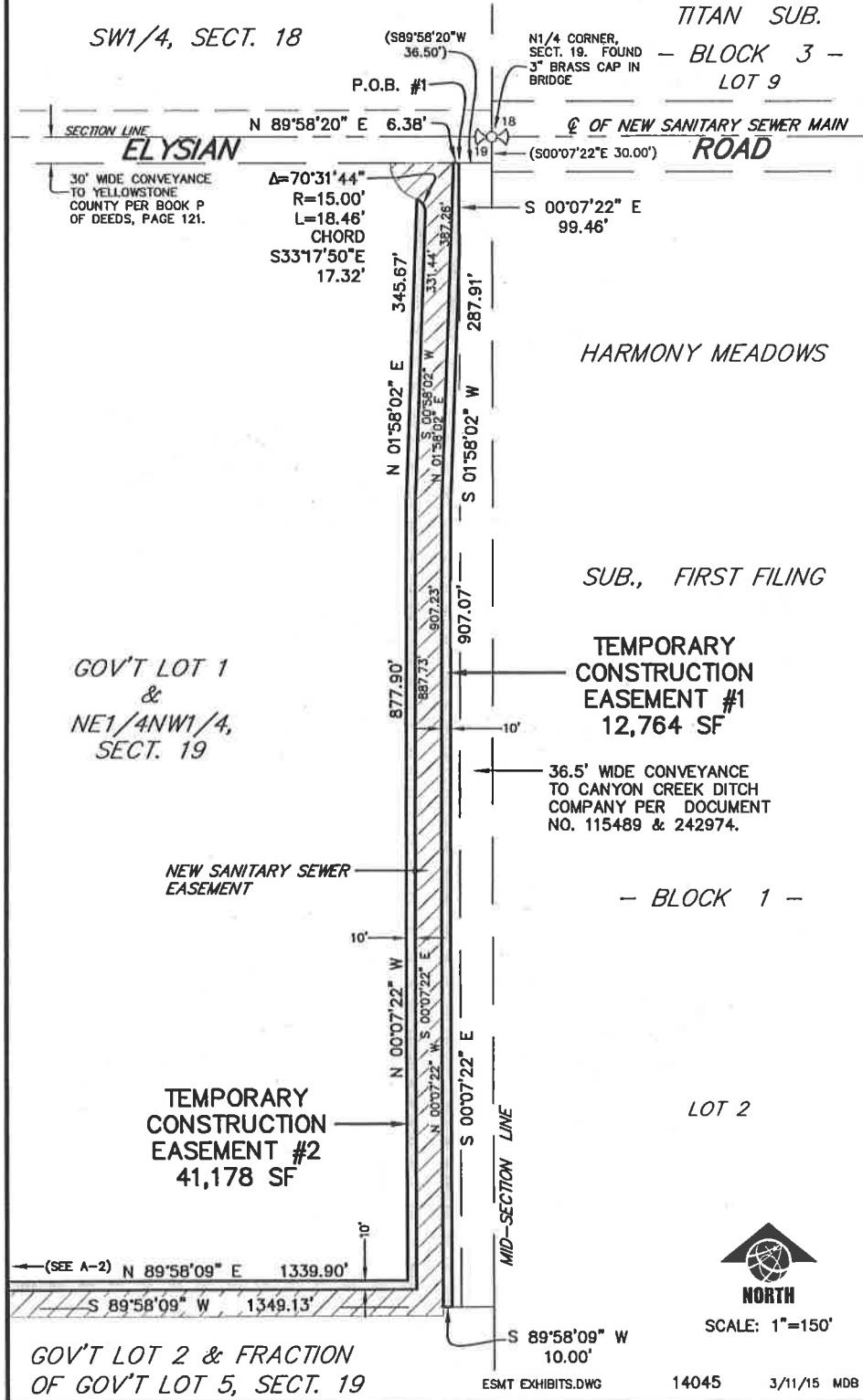


EXHIBIT A-2
TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN GOV'T
LOT 1 & THE NE1/4NW1/4 OF SECT. 19, T1S, R26E, PMM
 PREPARED FOR : THE CITY OF BILLINGS FEBRUARY, 2015
 PREPARED BY : SANDERSON STEWART BILLINGS, MONTANA

