

TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, **RIVER POINT EDGE, LLC.**, 5213 Onyx Blvd., Billings, MT 59106, hereinafter called "Grantor", 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 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:

An easement situated in Lot 26, Block 10 of Riverfront Pointe Subdivision, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3371979; said easement being more particularly described as follows:

Beginning at a point on the west line of said Lot 26, whence said point bears N 00°14'16" E along said west line a distance of 60.00 feet from the southwest corner of said Lot 26; thence, from said Point of Beginning, along said west line, N 00°14'16" E a distance of 20.00 feet; thence, leaving said west line, along a non-tangent curve to the right with a central angle of 89°43'46", a radius of 70.00 feet, and a length of 109.63' (chord bears S 44°53'51" E a distance of 98.76 feet); thence S 00°01'58" E a distance of 10.00 feet to a point on the south line of said Lot 26; thence S 89°58'02" W along said south line, a distance of 20.00 feet; thence, leaving said south line, N 00°01'58" W a distance of 10.00 feet; thence along a curve to the left with a central angle of 89°43'46", a radius of 50.00 feet, and a length of 78.30' (chord bears N 44°53'51" W a distance of 70.54 feet) to said Point of Beginning; said easement having an area of 2,079 square feet; said easement also being as shown on attached Exhibit 'A'.

The Grantor does hereby create this easement 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 _____, 20___, and expire _____, 20___.

The Grantee does hereby agree that any construction work conducted in the easement area 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 easement 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 easement 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

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN LOT 26,
BLOCK 10, RIVER FRONT POINTE SUBDIVISION, SITUATED IN THE
SW1/4 OF SECT. 17, T1S, R26E, PMM, IN THE CITY OF
BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : THE CITY OF BILLINGS

APRIL, 2015

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



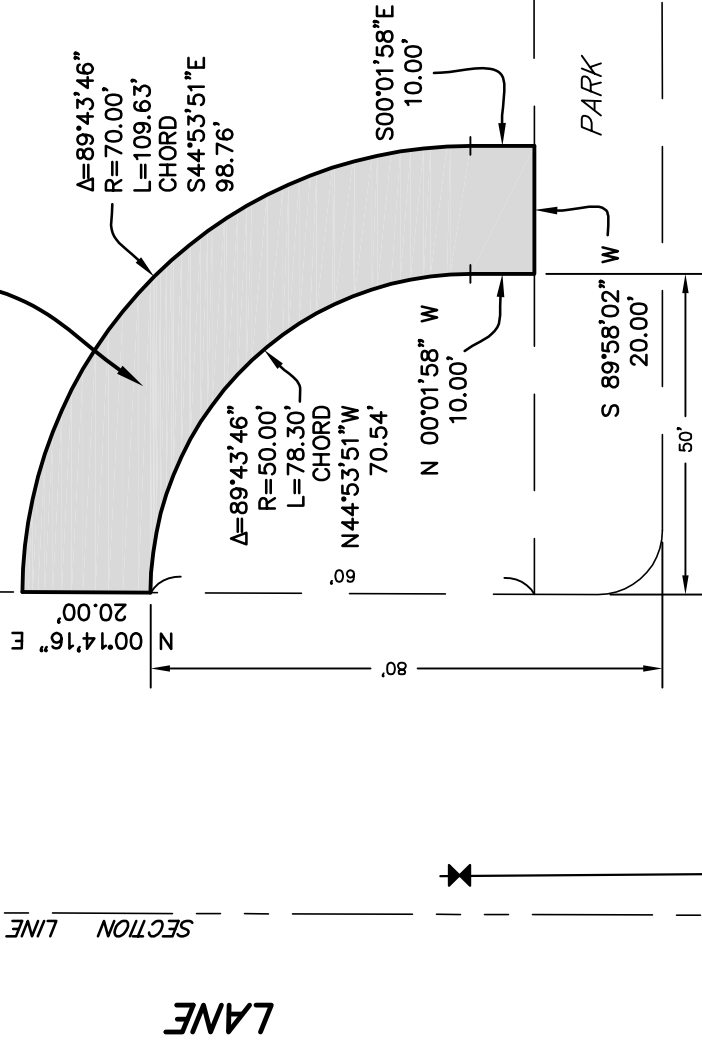
SCALE: 1"=30'

RIVERFRONT POINTE SUB.

— BLOCK 10 —

TEMPORARY
CONSTRUCTION
EASEMENT
2,079 SF

LOT 26



SANITARY SEWER MAIN

SECTION LINE

ELYSIAN

ROAD

WATER MAIN

MULLOWNY

"HOLY CROSS CEMETERY"

CERT. OF SURVEY No. 3223, AM.

TR. 1A1

3' WIDE
ROAD
EASEMENT