

TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, **LEROY J. WALTER & NORMA J. WALTER**, 1807 East Lane, Billings, MT 59101, hereinafter called "Grantor", does, on this 15 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:

An easement situated in a parcel of land described as Government Lot 2 and a fraction of Government Lot 5 in Section 19, T. 1 S., R. 26 E., P.M.M., less Lee Subdivision; said easement being more particularly described as follows:

Beginning at a point on the north line of said Gov't Lots 2 & 5, whence said point bears S 89°58'09" W along said north line a distance of 47.00 feet from the northeast corner of said Gov't Lots 2 & 5; thence, from said Point of Beginning, leaving said north line, S 00°07'22" E a distance of 20.00 feet; thence S 89°58'09" W a distance of 1390.36 feet; thence N 88°33'45" W a distance of 389.94 feet; thence N 00°01'51" W a distance of 10.00 feet to a point on said north line of Gov't Lots 2 & 5; thence S 88°33'45" E a distance of 390.20 feet; thence N 89°58'09" E a distance of 1380.35 feet; N 00°07'22" W a distance of 10.00 feet to a point on said north line; thence N 89°58'09" E along said north line a distance of 10.00 feet to said Point of Beginning; said easement having an area of 17,906 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 April 20, 2015, and expire September 30, 2015.

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 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 this easement or Grantee's non-

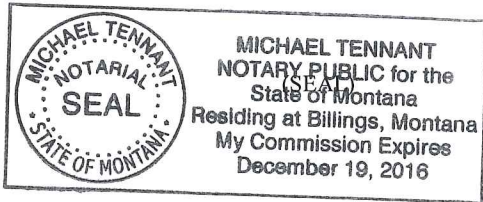
compliance with any environmental law, order, administrative law or rule, adopted or promulgated by the State of Montana.

Leroy J. Walter
LEROY J. WALTER

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 15th day of April, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared LEROY J. WALTER, to me known to be the person that executed the within instrument and acknowledged to me that he 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.



Michael Tennant
Signature of Notary
Michael Tennant
Printed name of Notary

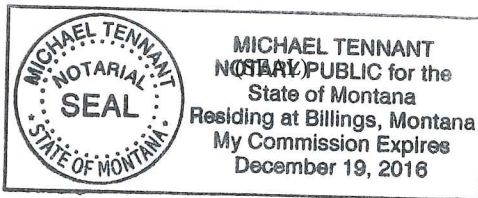
NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES 12-19-2016

Norma J. Walter
NORMA J. WALTER

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 15th day of April, 2015, before me, the undersigned, a Notary Public for the State of Montana, personally appeared NORMA J. WALTER, to me known to be the person that executed the within instrument and acknowledged to me that she 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.



Michael Tennant
Signature of Notary
Michael Tennant
Printed name of Notary

NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES 12-16-2016

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN GOV'T LOTS 2 & 5, SECT. 19, T1S, R26E, PMM

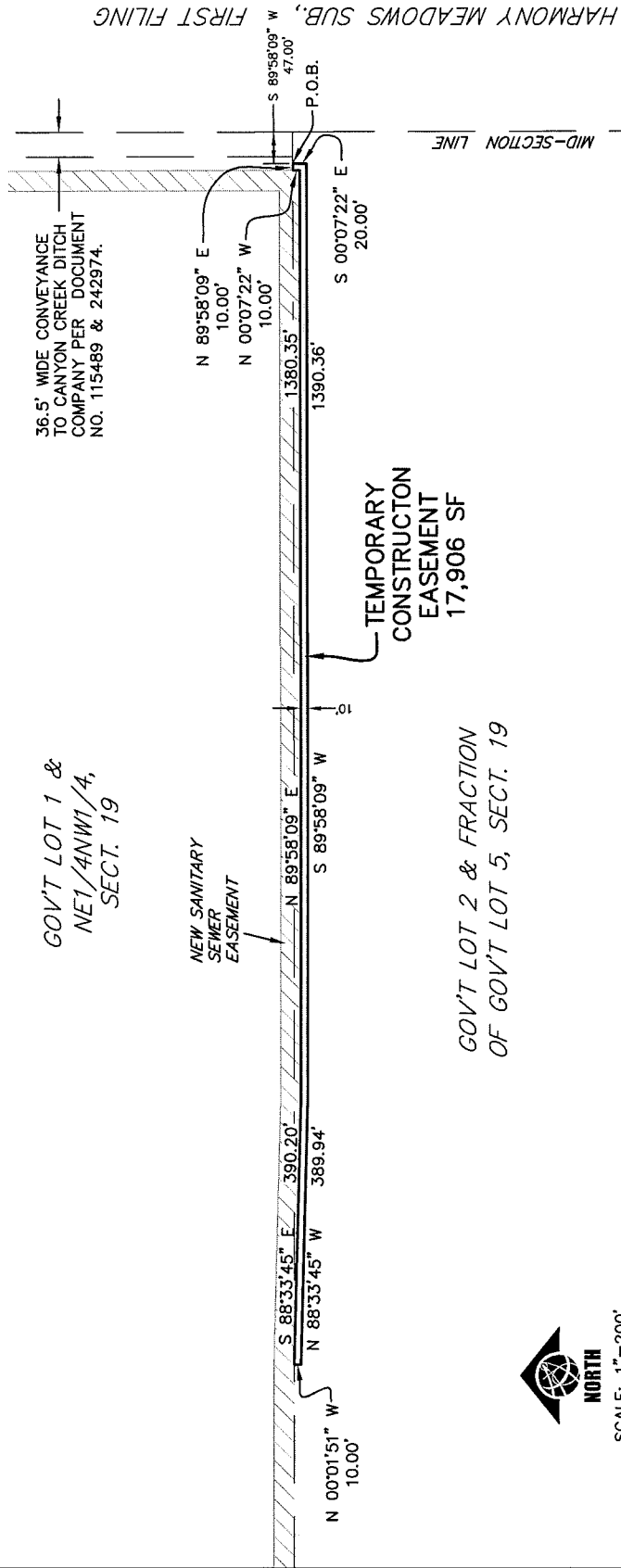
PREPARED FOR : THE CITY OF BILLINGS

FEBRUARY, 2015

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA

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



GOV'T LOT 2 & FRACTION
OF GOV'T LOT 5, SECT. 19



SCALE: 1"=200'