

STORM DRAINAGE EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____, 2015, by and between Westfeeds, Inc., the owners of a certain parcel of land situated SECTION 33 AND 34, T.1N., R.26E., P.M.M., in the City of Billings, Yellowstone County, Montana, hereinafter referred to as GRANTORS, and the CITY OF BILLINGS, a Municipal Corporation, hereinafter referred to as GRANTEE.

THE GRANTORS do hereby give, grant and convey unto the GRANTEE, their successors and assigns, the right, privilege and authority to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances to convey storm drainage through, over, under and across the area being an EASEMENT AREA described on the attached EXHIBIT A, PERMANENT EASEMENT, SITUATED IN LOT 2A-1, AMENDED PLAT OF LOTS 2A AND 3A, BLOCK 1, OLD SPUR INDUSTRIAL SUBDIVISION to have and hold forever.

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, walls, nor any other fixed objects of any kind, shape or form, without the express written permission by an authorized representative of Grantee.
2. Grantors agree that authorized representatives of the City of Billings may freely travel within the easement with its equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions having given a minimum of twenty-four (24) hours prior notice of any activity to the owner(s) of the above described real property. In the unlikely event of an emergency, the twenty-four (24) hours prior notice requirement shall be waived. To ensure proper restoration, it is the responsibility of the Grantee to document conditions existing prior to any construction within the easement area.
3. Grantors agree to obtain the permission of the Public Works Department of Grantee prior to replacing or removing any fill dirt within the easement and all such work shall be done at the Grantor's, their successors, or assigns expense and without expense to the City.
4. Grantors agree that the responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the storm drain management system by the City of Billings, shall be limited to backfill and compaction to the existing ground, restore any paved areas to like condition, and to grade, seed and fertilize existing sodded areas to the satisfaction of the property owners. All areas disturbed during construction, replacement, repair or service work to the storm drain management shall be landscaped to its original condition. If a working sprinkler system exists prior to any construction, replacement repair or service work by the City of Billings, the City of Billings will restore the sprinkler system to original working condition as part of the restoration process.

5. Hold Harmless Agreement.

A. 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, broken or crushed shrubs, bushes, hedges, trees, or any other type of plantings; crushed, cracked, split or other damage to any other type object, material, or equipment located within the easement area easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from the 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, except as noted in paragraph 4, above.

B. Grantors agree the owners of the above described real property shall be responsible in the event damage results from owners' failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.

6. This easement shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, executors, successors, administrators and assignees, and shall bind each owner thereof.

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 10th day of February, 2015, before me, the undersigned, A Notary Public for the State of Montana, personally appeared Jerry Bagger and _____, known to me to be the persons whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal the day and year first above written.

Terry Andra

Printed Name: Terry Andraesen
Notary Public in and for the State of Montana
Residing at Billings, MT
My Commission Expires: February 13, 2017



Jerry M. Bagger
OWNER
Date: 2-6-15

OWNER
Date: _____

ATTEST:

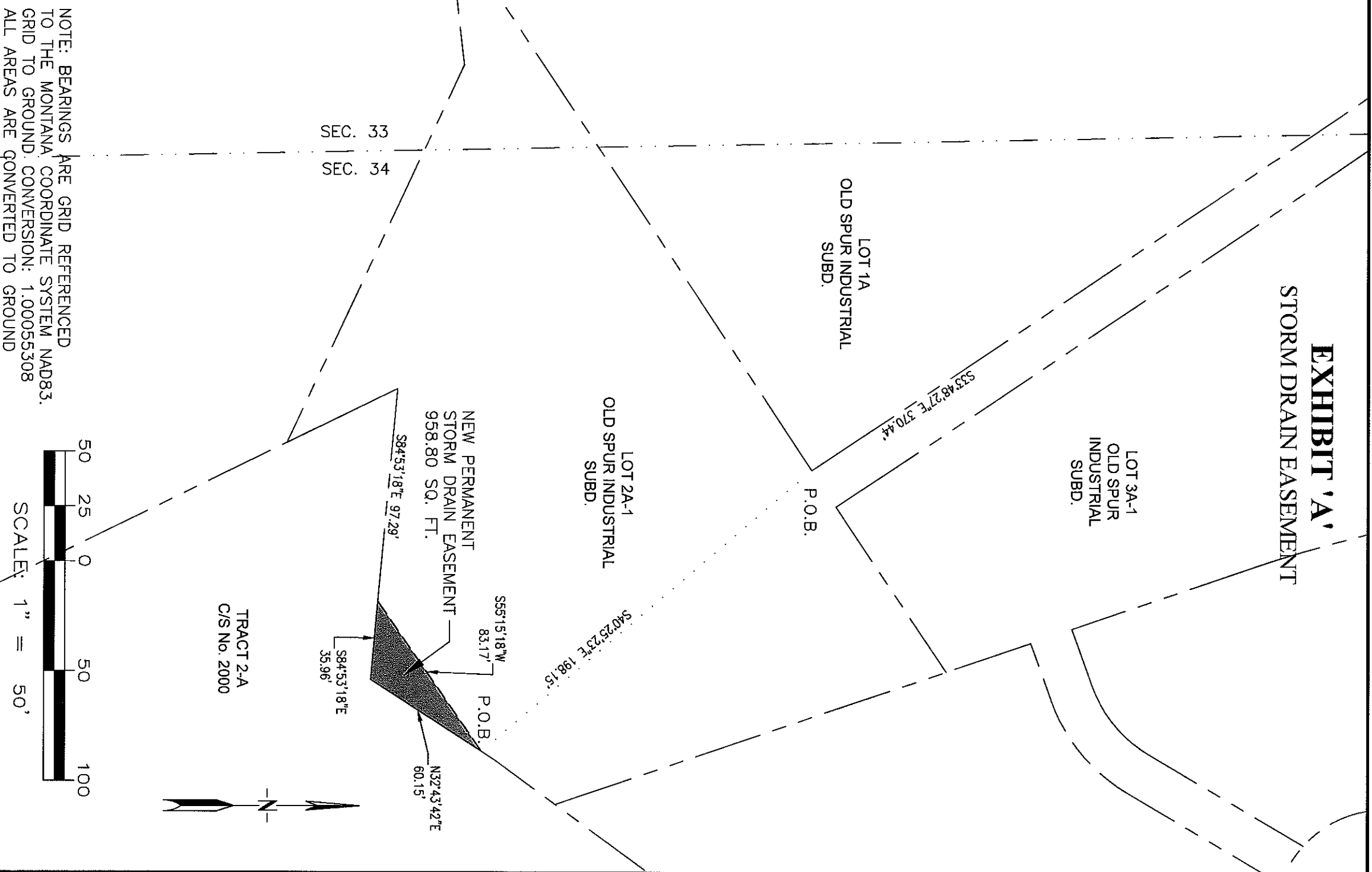
CITY OF BILLINGS

City Clerk _____

By: _____ Mayor
Date: _____

EXHIBIT 'A'

STORM DRAIN EASEMENT



NOTE: BEARINGS ARE GRID REFERENCED TO THE MONTANA COORDINATE SYSTEM NAD83. GRID TO GROUND CONVERSION: 1.00055308. ALL AREAS ARE CONVERTED TO GROUND.



MORRISON MAIERLE, INC.
An Employee-Owned Company
 Engineers
 Surveyors
 Scientists
 Planners
 315 N. 25th Street
 Suite 102
 Billings MT 59101
 Phone: (406) 656-6000
 Fax: (406) 237-1201
 DRANN BY: DGS
 CHKD BY: JDI
 APPR BY: CJA
 DATE: 09/20/14

VEGEN DRAIN EASEMENT VEGEN DRAIN EASEMENT LOT 2A, BILLING, MONTANA
 509691183.01\CAD\Drawings\Easement\VEGEN DRAIN EASEMENT LOT 2A, BILLING, MONTANA.dwg
 PLOTTED BY: D. SCHMIDT ON 09/22/2014

BILLINGS
 CITY OF BILLINGS
 YEGEN DRAIN
 STORM DRAIN EASEMENT EXHIBIT
 LOT 2A-1, OLD SPUR INDUSTRIAL SUBD., SEC. 33 & 34,
 T. 1N., R.28E., PM1M, YELLOWSTONE COUNTY, MONTANA
 MT

PROJECT NO.
 0686.083.01
 FIGURE NUMBER
FIG. A

Legal Description – Permanent Easement
Lot 2A-1, Amended Plat of Lots 2A and 3A, Block 1,
Old Spur Industrial Subdivision
January 2015

A permanent storm drain easement located in Lot 2A-1, of the Amended Plat of Lots 2A, and 3A, Block 1, Old Industrial Subdivision as recorded in the office of the Yellowstone County Clerk and Recorder as Document No. 1108193, Section 33 and 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, where said easement runs across, adjoins, or touches the aforementioned tract, being more particularly described as follows:

Commencing at the Southeast corner of Lot 1A, Block 1, Amended Plat of Lots 1, 2 and 3, Block 1 of Old Spur Industrial Subdivision, recorded in the office of the Yellowstone County Clerk and Recorder as document No.108070 common with said Lot 2A-1; thence S40°25'23"E, a distance of 198.15 feet to the Point of Beginning on the line common to said Lot 2A-1 and Tract 2-A, of Amended Tract 2 of Certificate of Survey No. 2000 recorded in the office of the Yellowstone County Clerk and Recorder as document No.1571405 ; thence S55°15'18W, a distance of 83.17 feet to a point on the South line of said Lot 2A-1; thence S84°53'18"E along said South line, a distance of 35.96 feet; thence N32°43'42"E, a distance of 60.15 feet to the Point of Beginning, containing 958.80 square feet more or less, subject to easements either of record or apparent on the ground, and all according to Exhibit A (Figure A) attached hereto.

The sidelines of said permanent easement are to be shortened or extended to prevent gaps or overlaps.

All areas are computed at ground.

All measured distances are grid. For conversion to ground, multiply by 1.00055308

The basis of bearings for this legal and attached Exhibit A is the Montana Coordinate System NAD83.