

STORM DRAINAGE EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____, 2015, by and between **JAMES POWELL**, the owner of a certain parcel of land situated in the City of Billings, Yellowstone County, Montana, known as Lot 31A, Block 1, Amended Plat of Panoramic Heights Subdivision, hereinafter referred to as **GRANTOR**, and the **CITY OF BILLINGS**, a Municipal Corporation, hereinafter referred to as **GRANTEE**.

GRANTOR does 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 the following described tract of real property in Yellowstone County, Montana, more particularly described as follows and in the attached exhibit, to wit:

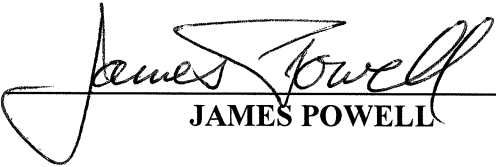
A tract of land situated in Lot 31-A of Amended Plat of Lots 31, 32, 33a and 51 Panoramic Heights Subdivision, Document Number 3131273. Documents of record at the Yellowstone County Clerk & Recorder, Billings, Yellowstone County, Montana;

Said tract being more particularly described as follows: Commencing at the southeast corner of said Lot 31-A; thence along the south line of said Lot 31-A the following two courses: N 89° 40' 00" W for a distance of 125.00 feet; N 83° 10' 50" W for a distance of 38.48 feet to the True Point Of Beginning; thence continuing along said south line N 83° 10' 50" W for a distance of 182.83 feet to a point on the south right-of-way line of Mountain View Boulevard; thence N 64° 05' 00" E and along said right-of-way line for a distance of 36.98 feet; thence S 83° 10' 50" E and leaving said right-of-way for a distance of 104.30 feet; thence N 65° 22' 06" E for a distance of 25.22 feet; thence N 14° 11' 57" E for a distance of 67.55 feet to a point on a non-tangent curve to the left, said curve being the south right-of-way of the cul-da-sac of Mountain View Boulevard; thence along said curve with a radius of 35.00 feet and an arc length of 26.12 feet and a delta angle of 42° 44' 55" (chord bearing N 82° 49' 30" E, chord length of 25.52 feet); thence S 08° 29' 33" E and leaving said right-of-way for a distance of 16.03 feet; thence S 14° 11' 57" W for a distance of 91.62 feet to the Point Of Beginning, containing an area of 5,945 square feet more or less.

Grantor 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. **Grantor** and his 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. **Grantor** shall not plant, or cause to be planted, within the easement right-of-way any trees, bushes, shrubs, hedges, or any other plantings of a similar nature, without the express written permission by an authorized representative of **Grantee**.
3. **Grantor** agrees that authorized representatives of the **City of Billings** may freely travel within the easement with its equipment in the performance of their duties related to the easement 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 insure proper restoration, it is the responsibility of the **Grantee** to document conditions existing prior to any construction within the easement area.
4. In the event it becomes necessary to construct, reconstruct, repair or replace the storm drain management system constructed with SID 1398, **Grantee** agrees to restore area to an equal or better condition existing prior to said construction, reconstruction, repair, or replacement.
5. **Grantor** agrees to obtain the permission of the Public Works Department of **Grantee** prior to replacing or removing any fill dirt within the easement right-of-way and, in addition, in the work necessary to modify the existing storm drain management system and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the **Grantor's**, its successors, or assigns expense and without expense to the City.

- 6. **Grantor** agrees 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.
- 7. Successors in Interest Bound. 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.
- 8. Entire Agreement. This document constitutes the entire agreement between the parties, and it cannot be modified, altered, or amended, except by a writing signed by the **Grantor**.



JAMES POWELL

STATE OF MONTANA)
 : ss.
 County of Yellowstone)

On this 19th day of August, 2015 before me a Notary Public for the State of Montana, personally appeared James Powell, known to me to be the Owner, of **115 Mountain View Boulevard**, Lot 31A, Block 1, Amended Plat of Panoramic Heights Subdivision, and acknowledged to me that he executed the foregoing instrument.

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

_____ (Signature)

(NOTARIAL SEAL)

(Printed Name)

Notary Public for the State of Montana
 Residing in Billings, Montana
 My Commission Expires: _____

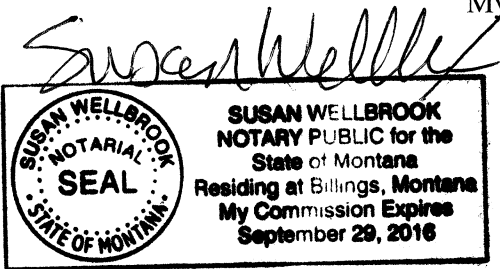
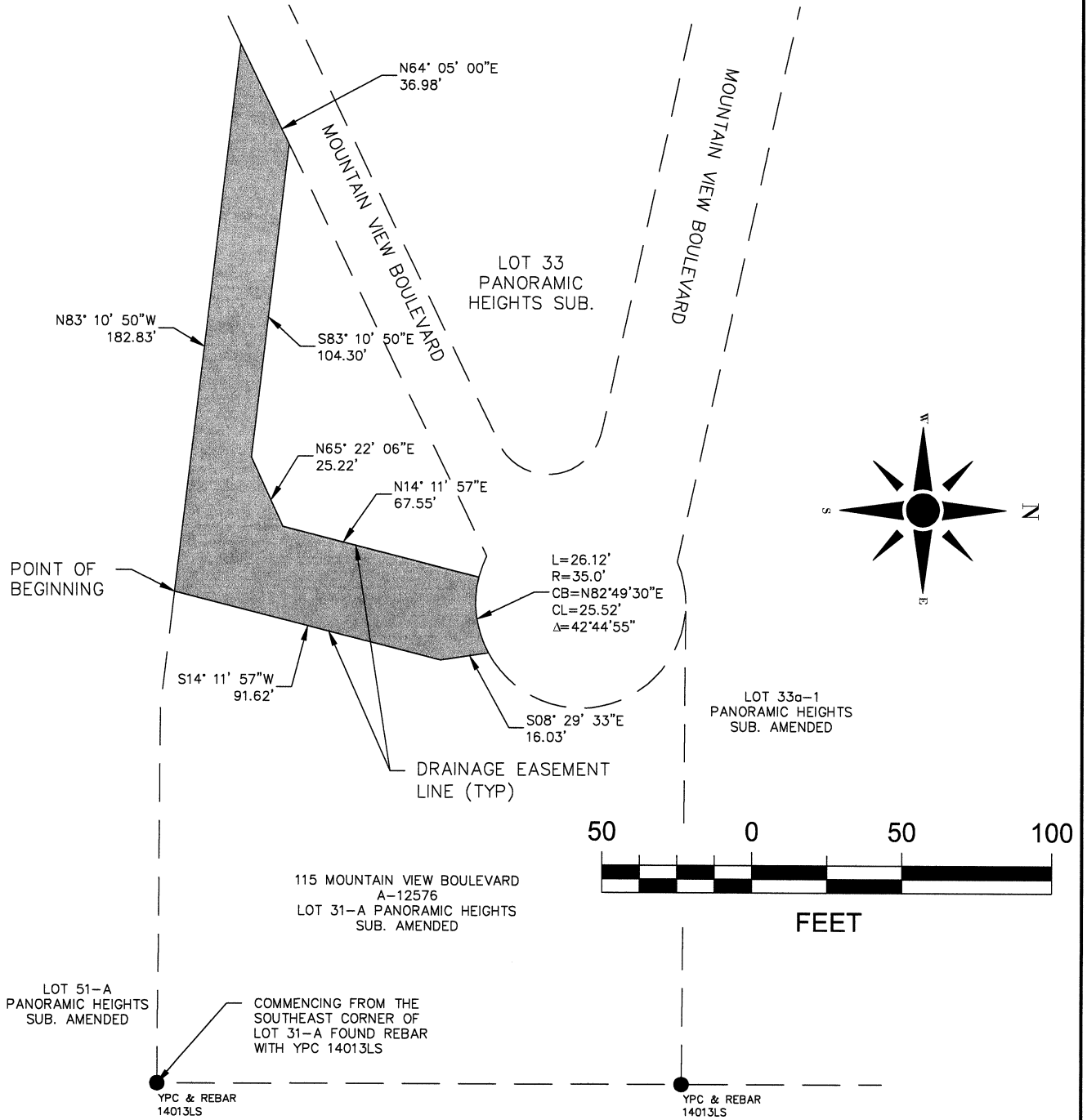


EXHIBIT A

DRAINAGE WAY EASEMENT
SITUATED IN LOT 31-A OF AMENDED PLAT OF LOTS 31, 32, 33a AND 51
PANORAMIC HEIGHTS SUBDIVISION,
DOCUMENT NUMBER 3131273
BILLINGS, YELLOWSTONE COUNTY, MONTANA



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thence continuing along said south line N 83° 10' 50" W for a distance of 182.83 feet to a point on the south right-of-way line of Mountain View Boulevard;
thence N 64° 05' 00" E and along said right-of-way line for a distance of 36.98 feet;
thence S 83° 10' 50" E and leaving said right-of-way for a distance of 104.30 feet;
thence N 65° 22' 06" E for a distance of 25.22 feet; thence N 14° 11' 57" E for a distance of 67.55 feet to a point on a non-tangent curve to the left, said curve being the south right-of-way of the cul-da-sac of Mountain View Boulevard;
thence along said curve with a radius of 35.00 feet and an arc length of 26.12 feet and a delta angle of 42° 44' 55" (chord bearing N 82° 49' 30" E, chord length of 25.52 feet); thence S 08° 29' 33" E and leaving said right-of-way for a distance of 16.03 feet; thence S 14° 11' 57" W for a distance of 91.62 feet to the Point Of Beginning, containing an area of 5,945 square feet more or less.

LEGEND

DRAINAGE WAY EASEMENT

CITY OF BILLINGS, MONTANA
DRAINAGE WAY EASEMENT EXHIBIT

CITY SID 1398
THIS EXHIBIT IS PREPARED FROM THE CITY OF BILLINGS, MONTANA