

Return to:
City of Billings
PO Box 1178
Billings, MT 59103

**PERPETUAL RIGHT-OF-WAY EASEMENT
SANITARY SEWER AND/OR STORM DRAIN MANAGEMENT SYSTEM**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this _____ day of _____, 2016, the undersigned, POPELKA ENTERPRISES, LLC, of the address of P.O. Box 50126, Billings, Montana, hereinafter called "Grantors", 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 called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana:

A tract of land situated in the NE1/4 of Section 27, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, being that vacated portion of the Montgomery Street right-of-way formerly lying south of Hansen Lane, more particularly described as follows, to-wit:

Beginning at a point which is the northwest corner of Lot 1A, Block 2 of Maltese Subdivision; thence, from said Point of Beginning, southerly along the west line of said Lot 1A a distance of 130.00 feet; thence, leaving said west line, westerly a distance of 30.00 feet to a point on the east line of Block 2 of Hansen Subdivision; thence northerly along said east line of Block 2 a distance of 130.00 feet to a point on the south right-of-way line of Hansen Lane; thence easterly along said south right-of-way line, a distance of 30.00 feet to said Point of Beginning; said described tract having an area of 3,900 square feet.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing sanitary sewers and/or storm drain management systems over, across, under and through the said real property.

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, fences, nor any other fixed objects of any kind, shape or form, except as many be licensed by Grantee.
2. Grantors agree not to plant, nor cause to be planted within the easement right-of-way any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be

3. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their 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) hour 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.
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 sanitary sewer and/or 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 conditions 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 sanitary sewer and/or storm drain management system shall be returned to its original condition.
5. HOLD HARMLESS AGREEMENT:
 - 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, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from 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.
 - 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.
7. The restrictions, Covenants and Hold Harmless Agreements herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

POPELKA ENTERPRISES, LLC

By: _____

Title: _____

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ known to me to be the _____ 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.

Signature of Notary

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

Mayor, City of Billings

ATTEST:

City Clerk

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ and _____ known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly 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.