

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

CITY OF BILLINGS
DEPARTMENT OF PARKS, RECREATION AND PUBLIC LANDS

UTILITY RIGHT-OF-WAY EASEMENT

The **City of Billings**, for and in consideration of One Hundred Dollars \$ 100.00 in hand paid by the **Grantee**, the receipt whereof is hereby acknowledged, as agreed, hereby grants and conveys to Cenex Pipeline, LLC, **Grantee**, a **Utility Right-of Way Easement** on the following described City property:

A tract of land located in Coulson Park, of Section S34, Township T01 N, Range R26E, FRAC LOTS 3 & 4 & FRAC SESW4 BTWB RIVER & HWY P.M.M. Yellowstone County, Montana. Said tract and easement strip located as shown on Exhibit "A" attached hereto and made a part hereof.

This easement to Cenex Pipeline, LLC, **Grantee**, is for the purpose of constructing, operating, maintaining, replacing and removing utility systems as described in attached Exhibit(s) concerning the above-described property, together with the right of free ingress and egress over and across said property for the above stated purpose subject to the conditions provided below. However, the **City of Billings** reserves the right to occupy and/or use the property in question for all purposes not inconsistent with the rights herein granted.

It is understood and agreed that the following conditions shall apply to this easement:

1. All utility installation located within this easement shall be located as required in the **Policy and Procedures on Utility Easements in City Parks** of the City of Billings.
2. **Grantee** shall install the underground utility and restore the lot to its original condition as approved by the **City of Billings**. Installation and restoration shall be completed within 45 days after construction.

3. **Grantee** shall notify the PRPL offices 48 hours in advance of any construction, maintenance or repairs. In the event of an emergency **Grantee** shall provide notice within 24 hours after access.
4. During operations in the easement **Grantee** shall keep site clear of any debris. The area shall be left in a condition equal to or better than the existing condition prior to access satisfactory to the Parks, Recreation and Public Lands (PRPL). **Grantee** shall coordinate all access routes with Grantor's Park Superintendent or designee.
5. **Grantee** shall take all necessary precautions to protect existing infrastructure including but not limited to structures, vegetation, utilities, irrigation, fencing, sidewalks and paths. Any and all damage shall be repaired at **Grantee's** expense to the satisfaction of PRPL. Damage not repaired in a reasonable time period shall be undertaken by PRPL and all expenses shall be billed to the **Grantee**.
6. To allow travel over and across the park by **Grantee**, linear portions of the utility installation shall be ten (10) feet in width (sufficient to allow access to necessary equipment for installation and repair purposes).
7. Protection of trees and facilities in the vicinity of the utility during installation and during any replacement, maintenance, or repairs shall comply with the **Policy and Procedures on Utility Easements in City Parks**.
8. **Grantee** shall maintain any surface equipment in such a manner as to preserve or enhance the safety and aesthetics of the surrounding park area and private housing lots as approved by the City of Billings.
9. All underground wire and cable installation shall be in conduit.
10. The easement shall not be assignable by the Grantee to any other utility for any use other than that specifically described in the easement.
11. Subject to the condition in # 10 above, this easement shall run with the land and be binding upon successors in interest should ownership of said described tract change in the future.
12. **Indemnity and Insurance:** As partial consideration for the permission to obtain this easement across City parkland, **Grantee** agrees to indemnify, defend and save the City, its officers, agents and employees harmless from any and all losses, damages, judgments, causes of action and liability, including reasonable attorney's fees occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission on the part of **Grantee** or its contractors, subcontractors, agents or employees. For this purpose, Contractor shall provide City with proof of Commercial General Liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$750,000 per claim, and in an amount not less than \$1.5 million per occurrence, and naming the City as an additional insured. The insurance must be in a form suitable to and approved by City.
13. Noncompliance with any of the above terms and conditions, may result in the City exercising any or all available remedies up to and including termination of this easement if **Grantee** fails to initiate action to remedy the non-compliance after fifteen (15) calendar days written notice from the City.

Dated this _____ day of _____, 20_____.

By: _____
Mayor

Attest:

By: _____
City Clerk

State of Montana)
) ss.
County of Yellowstone)

On this ____ day of _____ 20____, before me, a Notary Public in and 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 Notarial Seal the day and year first above written.

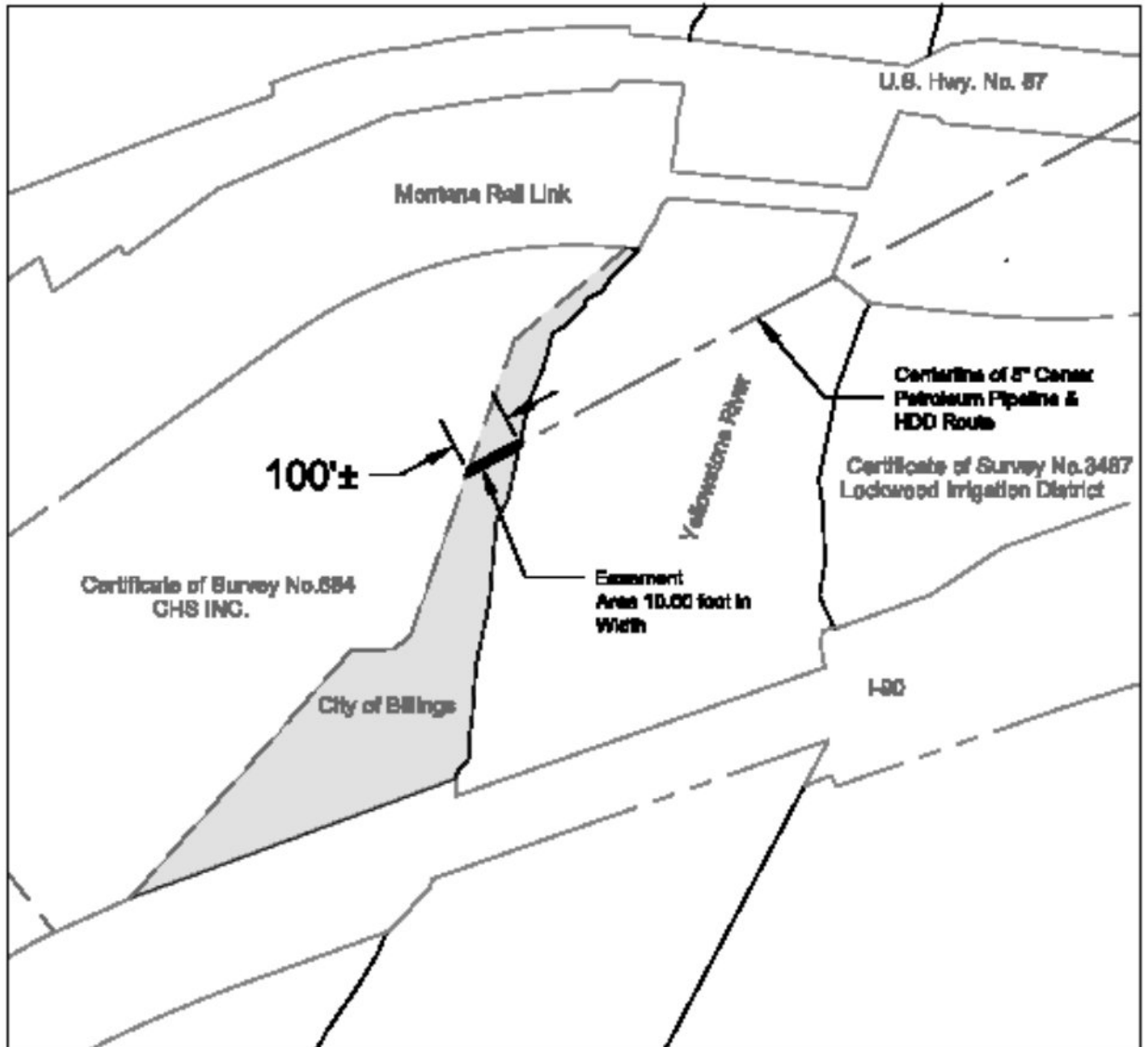
Notary Public for the State of Montana

Printed Name

Residing at _____

My commission expires _____

Exhibit "A"
CITY OF BILLINGS
PO BOX 1178 BILLINGS, MT 59103

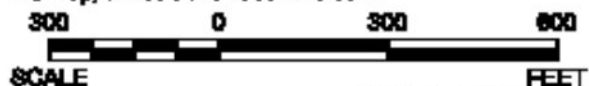


LEGEND

	• EXISTING PIPE		- SECTION LINE
	• APPLICABLE		- 100 FEET PER LINE
	• EXISTING LINE		• EXISTING PIPELINE
	• EXISTING LINE		• PROPOSED 500-FOOT-100'
	• EXISTING LINE		• PROPOSED 100-FOOT-100'



The data shown on this map is not survey grade accuracy and should not be used as a legal survey document. KLJ does not guarantee freedom from errors or inaccuracies and disclaims any legal responsibility or liability for interpretations made from the map, or decisions based thereon.



Yellowstone River Pipeline Crossing
 Canex Pipeline LLC
 Section 34, Twp. 1 N. Rgs. 26 E. P.M.M. Yellowstone County, Montana

1 of 1

KLJ
 2017
 DCH
 4715100
 5917711





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1
DATE (MM/DD/YYYY)
02/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S)/AFFORDING COVERAGE	NAIC#	
	INSURER A: Old Republic Insurance Company	24147-001	
	INSURER B: Lexington Insurance Company	19437-000	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 25221080 REVISION NUMBER: See Remarks

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$4,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		MWZY 305412	9/1/2015	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$1,000,000			62785389	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 2/16/2017 WITH ID: 25220861

Cenex Pipeline, LLC

City of Billings is hereby granted Additional Insured status per written agreement on the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
City of Billings PO Box 1178 Billings, MT 59103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 