

LICENSE AGREEMENT
ACCESS FOR WASTEWATER TREATMENT PLANT PROJECT

This Agreement made and entered into this ____ day of _____, 2017, by and between **YELLOWSTONE COUNTY**, of _____, Billings, Montana, 59101 (hereinafter referred to as ‘Licensor’), and the **CITY OF BILLINGS**, a Montana Municipal Corporation, of P.O. Box 1178, Billings, Montana 59103 (hereinafter referred to as ‘Licensee’).

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

SECTION ONE

GRANT OF LICENSE AND DESCRIPTION OF PREMISES

Licensor grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this Agreement, certain real property approximately two (2) acres in size as depicted in **Exhibit 1**, and located in Section 11, Township 1 North, Range 26 East, P.M.M., Yellowstone County, Montana, more particularly located within the following described property:

**S27, T01N, R26E, FAIRGROUNDS & PORTIONS OF ABND RR ABOVE
WASTEWATER TRTMNT PLANT IN SEC 27 & 34 METRA RIVERSIDE**

It is understood that the Licensor shall allow Licensee to occupy and use the described property for vehicular and construction equipment access and equipment and materials staging in order to facilitate the Licensee constructing new sanitary sewer facilities within permanent easements located on Licensor’s said property. The specific location of the access route(s) and staging area(s) may be changed at the discretion of the Licensor.

SECTION TWO

LIMITATION TO DESCRIBED PURPOSE

The above-described property may be occupied and used by Licensee solely for the purpose of allowing Licensee to construct new sanitary sewer facilities on the described property. Occupation and use of the property shall be limited to vehicular and construction equipment access, equipment and materials staging and incidental purposes related to constructing the sewer facilities.

It is further understood that this access license is not a license for general public travel.

SECTION THREE

DURATION

This license shall commence on the date this Agreement is signed and shall continue until both parties expressly agree to terminate it.

SECTION FOUR

CONSIDERATION

The parties agree that the consideration given by Licensee to Licensor shall be restoration and reseeded of all area disturbed by project construction, as Licensee deems appropriate, at the conclusion of the construction project. Restoration of disturbed areas shall be inspected approximately one (1) year after the date of substantial project completion. Unsatisfactory site restoration observed at this inspection shall be corrected by Licensee to the satisfaction of Licensor.

**SECTION FIVE
TERMINATION**

If Licensee fails to comply with any condition of this Agreement at the time or in the manner provided for, the Licensor may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within sixty (60) calendar days after the date Licensor provides written notice to the Licensee. Said notice shall set forth the items to be cured. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

**SECTION SIX
LICENSE RUNS WITH THE LAND**

This license shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns.

**SECTION SEVEN
GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

**SECTION EIGHT
NOTICES**

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by United States Mail, First Class postage prepaid, if sent to the respective address of each party as set forth at the beginning of this agreement.

**SECTION NINE
ASSIGNMENTS**

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior written consent of the other party, which consent shall not be unreasonably denied.

**SECTION TEN
ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this agreement, including the appendices, must be in writing and signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the date first hereinabove written.

**CITY OF BILLINGS, a Montana
Municipal Corporation**

By: _____
THOMAS W. HANEL, Mayor

ATTEST:

By: DENISE BOHLMAN, City Clerk

STATE OF MONTANA)

:SS

County of Yellowstone)

On this ____ day of _____, 2017, before me, a Notary Public for the State of Montana, personally appeared **THOMAS W. HANEL** and **DENISE BOHLMAN**, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, and acknowledged to me that they 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 at Billings, Montana
My Commission Expires: _____

YELLOWSTONE COUNTY, MONTANA

By: _____
Its Authorized Agent

STATE OF MONTANA)

:SS

County of Yellowstone)

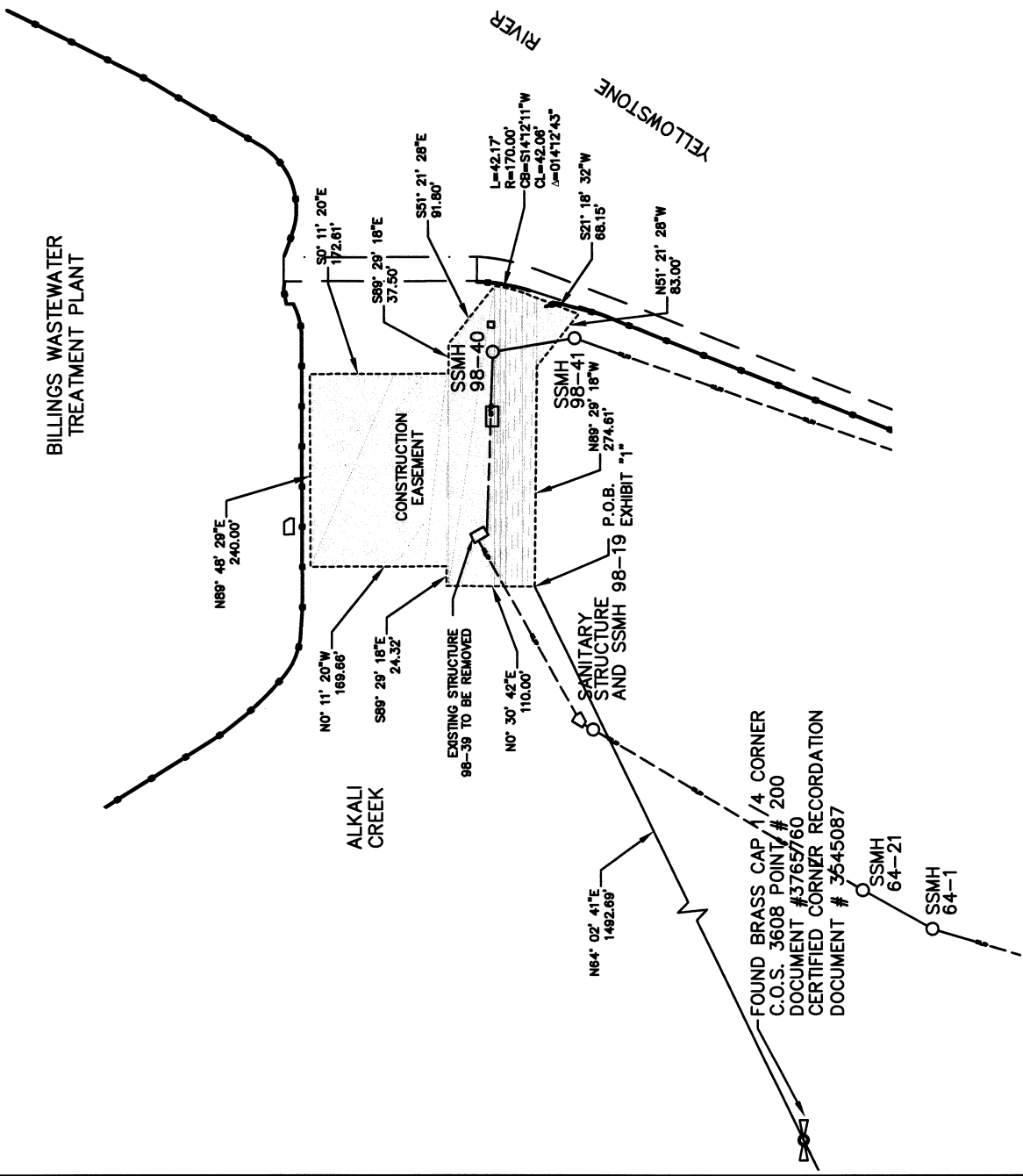
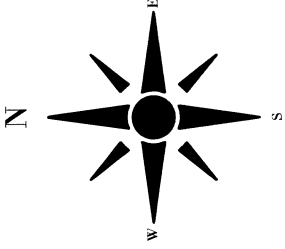
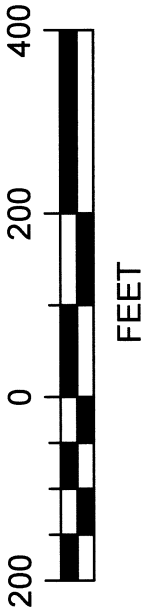
On this ____ day of _____, 2017, before me, personally appeared _____, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same as the duly appointed and authorized agent of **YELLOWSTONE COUNTY, MONTANA**.

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 Billings, Montana
My Commission Expires: _____

Notarial Seal

EXHIBIT "1"
LICENSE AGREEMENT AREA
SITUATED IN THE SE1/4 SECTION 27,
T.1N., R.26E., P.M.M. YELLOWSTONE COUNTY, MONTANA



LICENSE AGREEMENT AREA

Being a Temporary Construction Easement described as follows.
 Commencing at the 1/4 corner common to Sections 27 and 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, Thence N $64^{\circ} 02' 41''$ E and a distance of 1492.69 feet to the True Point of Beginning; thence N $00^{\circ} 30' 42''$ E for a distance of 110.00 feet; thence S $89^{\circ} 29' 18''$ E for a distance of 24.32 feet; thence N $00^{\circ} 11' 20''$ W for a distance of 169.66 feet; thence N $89^{\circ} 48' 29''$ E for a distance of 240.00 feet; thence S $00^{\circ} 11' 20''$ E for a distance of 172.61 feet; thence S $89^{\circ} 29' 18''$ E for a distance of 37.50 feet; thence S $51^{\circ} 21' 28''$ E for a distance of 91.80 feet to the beginning of a curve to the left; thence along said curve with a radius of 170.00 feet an arc length of 42.17 feet and an internal angle of $14^{\circ} 12' 43''$ (chord bearing S $14^{\circ} 12' 11''$ W and a cord length of 42.06 feet); thence S $21^{\circ} 18' 32''$ W for a distance of 68.15 feet; thence N $51^{\circ} 21' 28''$ W for a distance of 83.00 feet; thence N $89^{\circ} 29' 18''$ W for a distance of 274.61 feet to the Point of Beginning