



CITY OF BILLINGS DEPARTMENT OF PARKS, RECREATION AND PUBLIC LANDS

EASEMENT APPLICATION FORM

All Easements are Subject to City Council Approval.

Name of Utility Company CHARTER Communications

Address 1860 Monro Rd.

City Billings State MT. Zip Code 59102

Contact Person Danny BARNUM Phone (Cell) 406-672-2523 (Office) 406-200-7708

Type of Utility: Cable TV (2" poly pipe with coax cable)

Purpose of Easement: Come from utility pole on south side of Arnold
Bene over to 2409 to feed Boy Scouts of America

Type of Easement Requested: Service Non-Service NOTE: Reference Policy on
Utility Easements in Parks

Easement Square Footage: 2770 Square Ft.

Name of Park: Lillis Park

Park Location (nearest intersection and directions to proposed easement location): 2409
Arnold Lane. Start in alley on south side of Arnold next to
Power Pole go north 300 ft crossing Arnold to 2409 Arnold

Anticipated Construction Start Date: 2/26/2018

Anticipated Construction Completion (45 calendar days) 3/2/2018

Please attach a detailed to scale drawing of the subject site. Identify the location of all trees, shrubs and park features within 40 feet of the proposed easement. Show location and dimension of proposed easement. Show proposed easement in relation to the property line of the park.

Utility Company shall obtain an Excavation Surety Bond with Insurance in compliance with City of Billings Ordinance 03-5250. See Procedure to Obtain a Utility Easement in City Parks (attached).

Attach copy of current excavation bond and insurance certificates with this application.

3/6/15

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 CHARTER COMMUNICATIONS 1860 MEMPHIS ROAD
BILLINGS MONTANA, **Grantee**, a **Utility Right-of Way Easement** on the following described City property:

A tract of land 8ft wide 4ft each side of cable located in Lillis Park, South, of Annals Ln Situated in the _____ and the _____ of Section 02, Township 04S, Range 25E 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 CHARTER COMMUNICATIONS, **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 _____

Property Record Card

Summary

Primary Information

Property Category: RP **Subcategory:** Real Property
Geocode: 03-0926-01-1-01-02-0000 **Assessment Code:** 000D003070
Primary Owner: **PropertyAddress:**
 CITY OF BILLINGS
 PO BOX 1178 **COS Parcel:**
 BILLINGS, MT 59103-1178
NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision:

Legal Description:

S01, T01 S, R25 E, ARNOLD DRAIN & LILLIS PARK CITY METES & BOUNDS DESCRIP

Last Modified: 9/30/2017 8:27:32 PM

General Property Information

Neighborhood: 203.800.C **Property Type:** EP - Exempt Property
Living Units: 0 **Levy District:** 03-0965-2
Zoning: **Ownership %:** 100
Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0 **Limited:** 0

Property Factors

Topography: 1 **Fronting:** 4 - Residential Street
Utilities: 1,4 **Parking Type:** 1 - Off Street
Access: 1 **Parking Quantity:** 2 - Adequate
Location: 5 - Neighborhood or Spot **Parking Proximity:** 3 - On Site

Land Summary

<u>Land Type</u>	<u>Acres</u>	<u>Value</u>
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	5.760	1,214,932.00

Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
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Owners

Party #1

Default Information: CITY OF BILLINGS
PO BOX 1178

Ownership %: 100

Primary Owner: "Yes"

Interest Type: Conversion

Last Modified: 11/6/2007 9:25:03 PM

Other Names

Other Addresses

Name

Type

Appraisals**Appraisal History**

Tax Year	Land Value	Building Value	Total Value	Method
2017	1214932	0	1214932	COST
2016	1094374	0	1094374	COST
2015	1094374	0	1094374	COST

Market Land

Market Land Item #1

Method: Sqft**Type:** 1 - Primary Site**Width:****Depth:****Square Feet:** 250,906**Acres:**

Valuation

Class Code: 2153**Value:** 1214932**Dwellings****Existing Dwellings**

No dwellings exist for this parcel

Other Buildings/Improvements

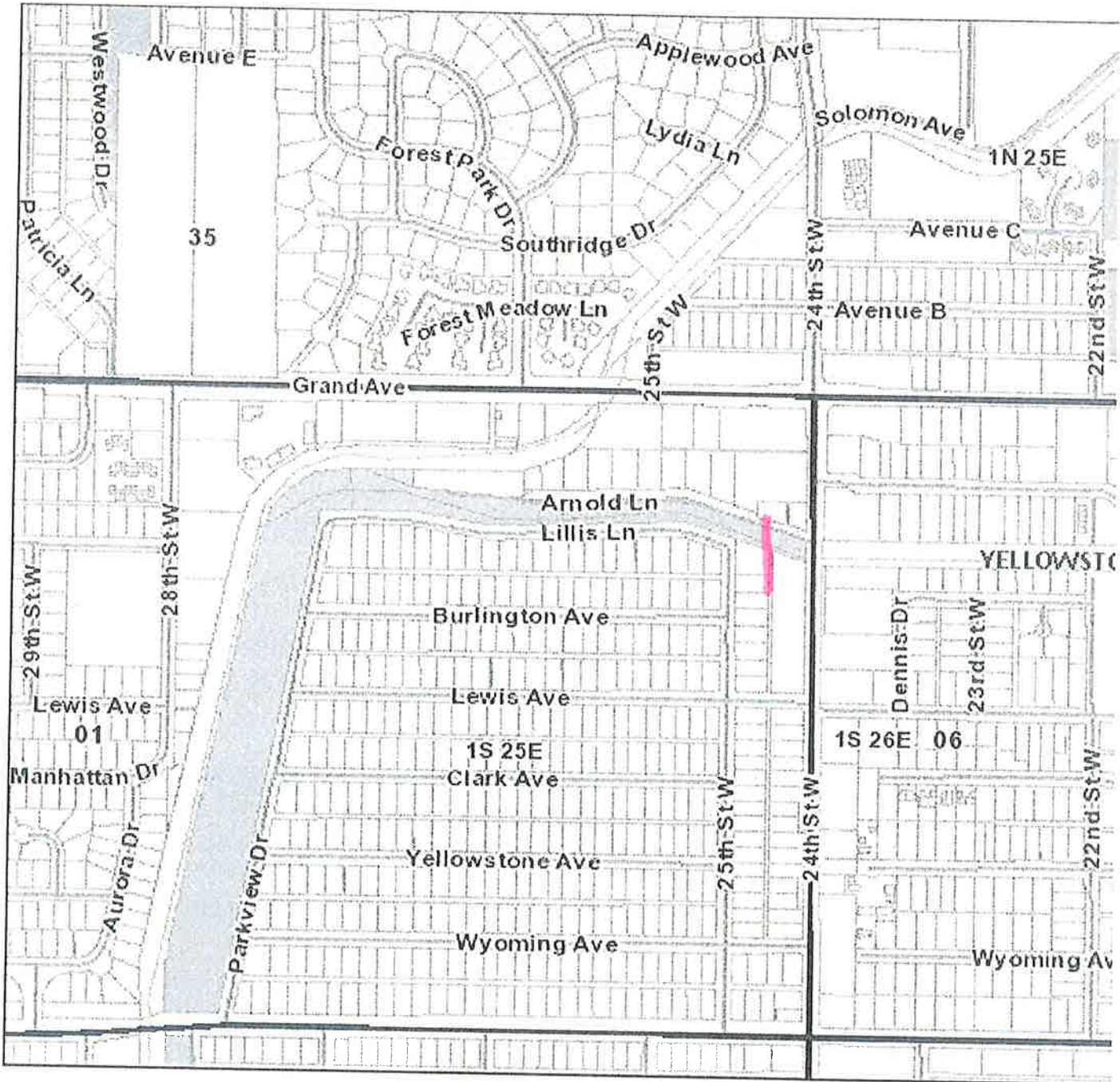
Outbuilding/Yard Improvements

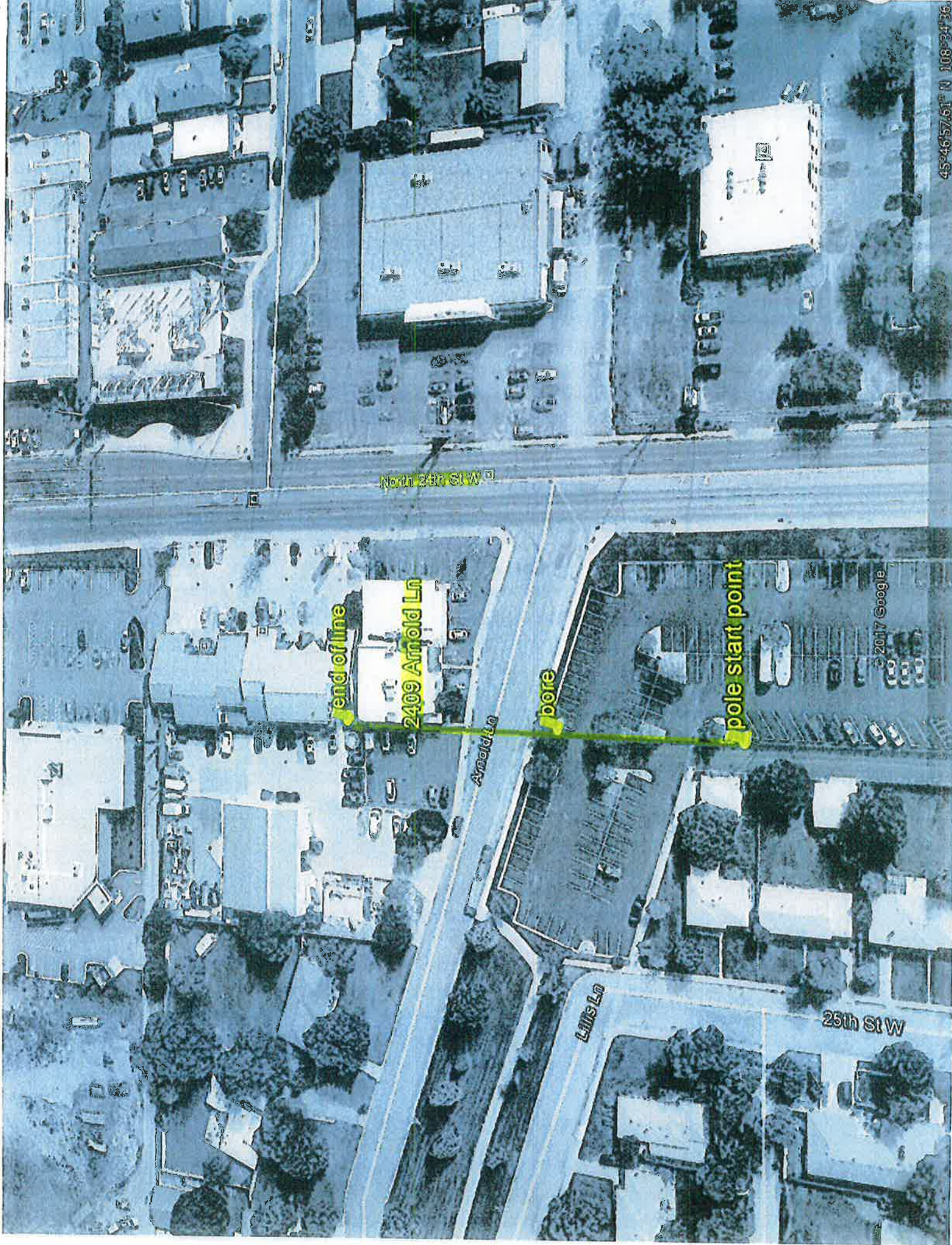
No other buildings or yard improvements exist for this parcel

Commercial**Existing Commercial Buildings**

No commercial buildings exist for this parcel

Ag/Forest Land





North 24th St W

end of line

2409 Arnold Ln

bore

pole start point

Arnold Ln

Lills Ln

25th St W

© 2017 Google

45°46'57.61" N 108°34'36"

EXCAVATION BOND

WHEREAS, Springline Construction, Inc. ("Applicant"), of 2480 Trask Circle Worden, MT 59088 (address) and North American Specialty Insurance Company ("Surety"), of 475 North Martingale Road, Suite 850 Schaumburg, IL 60173 (address) are held firmly bound unto the City of Billings, Montana, a municipal corporation, in the sum of TEN THOUSAND DOLLARS (\$10,000) to be paid to the City, its legal representative and successors, for which payment shall bind all heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Applicant wishes to open up, dig into, excavate, and tunnel in the streets, avenues or alleys of the City of Billings in accordance with Section 22-301 of the Billings, Montana City Code (BMCC). Only the digging, excavation, tunneling, or opening up of public places or alleys are covered by this bond. The actual connection and installation of the water and/or sewer pipe requires a separate Utility Bond and compliance with Article 6-500, BMCC, dealing with utility connections and bonds.

Once Applicant or Applicant's employees or agents complete the work in a manner conforming to the rules, regulations, requirements and procedures prescribed by the Billings, Montana City Code (BMCC) and fully comply with all other laws of the State of Montana and the United States, this undertaking shall be VOID, otherwise this undertaking shall remain in full force and effect.

In the event Surety should cancel this undertaking, Surety must provide to the City thirty (30) days written notice prior to such cancellation. Notice must be mailed certified mail to the City Clerk's Office.

The duly executed original of this bond shall be filed with the Billings, Montana City Clerk.

This obligation will be effective starting April 26, 2017, and terminate April 25, 2018. NO CONTINUATION CERTIFICATES WILL BE ACCEPTED FOR BOND RENEWAL PURPOSES.

IN WITNESS WHEREOF, this 26th day of April, 2017,

Springline Construction, Inc.

By: _____ Applicant

COPY

Countersigned in Montana by:

Montana Resident Agent N/A North American Specialty Insurance Company

By: Naomi Gerber Attorney-in-Fact Naomi Gerber (Sept 2003 REV)

Approved as to form:

City Attorney



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint: Naomi Gerber

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Springline Construction, Inc.

Bond Number: 2256262

Obligee: City of Billings

Bond Amount: See Bond Form

Bond Description: MT City of Billings Excavation Bond Rev 9-03 (Removal of Sand and Gravel-Not Involving Land Restoration):SAAcode=932

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven F. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of October, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of October, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of April, 2017.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

UTILITY BOND

WHEREAS, Springline Construction, Inc. ("Contractor"), of 2480 Trask Circle, Worden, MT 59088 (address) and North American Specialty Insurance Company ("Surety"), of 475 North Martingale Road, Suite 850, Schaumburg, IL 60173 (address) are held firmly bound unto the City of Billings, Montana, a municipal corporation, in the sum of TEN THOUSAND DOLLARS (\$10,000) to be paid to the City, its legal representatives and successors, for which payment shall bind all heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor wishes to perform plumbing within the City of Billings including, but not limited to, making repairs or connections to public sewers or installing building sewers, laterals and drains or altering or extending same and shall do the same as prescribed by Section 6-512 of the Billings, Montana City Code (BMCC). Only the actual connection and installation of the water and/or sewer pipe is included. Any digging, excavation, tunneling, or opening up of any public places or alleys of the City requires a separate Excavation Bond and compliance with Article 22-300, BMCC, dealing with excavations.

Once Contractor or Contractor's employees or agents complete the work in a manner conforming to the rules, regulations, requirements and procedures prescribed by the Billings, Montana City Code (BMCC) and fully comply with all other laws of the State of Montana and the United States, this undertaking shall be VOID, otherwise this undertaking shall remain in full force and effect.

In the event Surety should cancel this undertaking, Surety must provide to the City thirty (30) days written notice prior to such cancellation. Notice must be mailed certified mail to the City Clerk's Office.

The duly executed original of this bond shall be filed with the Billings, Montana City Clerk.

This obligation will be effective starting April 26, 2017, and terminate April 25, 2018. **NO CONTINUATION CERTIFICATES WILL BE ACCEPTED FOR BOND RENEWAL PURPOSES.**

IN WITNESS WHEREOF, this 26th day of April, 2017.

Springline Construction, Inc.

By: _____
Contractor

COPY

Countersigned in Montana by:

Montana Resident Agent N/A
North American Specialty Insurance Company
By: Naomi Gerber
Attorney-in-Fact
Naomi Gerber
(Sept 2003 REV)

Approved as to form:

City Attorney



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NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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Principal: Springline Construction, Inc.

Bond Number: 2256261

Obligee: City of Billings

Bond Amount: See Bond Form

Bond Description: MT City of Billings Utility Bond Rev 9-03 (All Contractor's License-Perf-Payt-Municipality):SAAcode=907

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

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"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



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Washington International Insurance Company

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County of Cook ss:

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