

Return to:  
City of Billings  
210 N. 27th St.  
Billings, MT 59101  
Attn: City Clerk

## DECLARATION OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the undersigned, REGAL LAND DEVELOPMENT, INC., hereinafter called "Grantor", hereby grants and conveys 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", an easement over, across, under and through certain real property situated in the SE¼ of Section 24, T. 1 N., R. 24 E., & the SW¼ of Section 19, T. 1 N., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana; said easement being more particularly described as follows:

**WITNESSETH THAT GRANTOR** does hereby grant, sell, and convey unto the **GRANTEE**, perpetual easement and right-of-way to construct, reconstruct, maintain, operate, repair and improve necessary fixtures and appurtenances for sidewalk, accessibility ramps, and fire hydrants over, across, under, and through the real property more particularly described as follows:

An easement 10.00 feet in width across portions of Lots 9, 10, 11, 12, and 13 of Block 3, Ironwood Estates Subdivision, Fifth Filing, according to the official plat on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3635916; said easement being adjacent to the Canyonwoods Drive right-of-way fronting said lots; said easement also being as shown on Exhibit A, attached hereto and made a part hereof by reference.

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 its successor agrees not to construct, nor cause to be constructed, within the easement, 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. Grantor agrees not to plant, nor cause to be planted within the easement any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee.
3. Grantor agree that authorized representatives of the City of Billings can freely travel within the easement with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.
4. Grantor agree to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement and, in addition, in the event such permission is granted, the Grantor agrees to perform any work necessary to modify the existing sidewalk and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement and all such work shall be done at the Grantor's expense and without expense to the City.

5. HOLD HARMLESS AGREEMENT:

- Grantor agrees 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, 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 which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement by authorized representatives of the City of Billings in exercise of any of their rights under this easement.
  - Grantor agrees that the owner of the above described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's 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.

Grantor warrants and covenants that there are no liens or other encumbrances on the described tract or tracts.



**ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE**

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

By: \_\_\_\_\_  
Mayor, City of Billings

Attest: \_\_\_\_\_  
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 executed the foregoing instrument. Witness my hand and seal the day and year herein above written.

\_\_\_\_\_  
Notary Public in and for the State of Montana

# EXHIBIT A

10-FOOT WIDE SIDEWALK EASEMENT WITHIN LOTS 9, 10, 11, 12, & 13,  
BLOCK 3, IRONWOOD ESTATES SUBDIVISION, FIFTH FILING

PREPARED FOR : REGAL LAND DEVELOPMENT, INC.  
PREPARED BY : SANDERSON STEWART

SEPTEMBER, 2017  
BILLINGS, MONTANA

