

Return to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59102

## **STORM WATER DRAINAGE AND ACCESS EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the undersigned landowner, DOVER RANCH (the “Grantor”), does hereby grant unto the CITY OF BILLINGS, a municipal corporation, HIGH SIERRA HOMEOWNERS ASSOCIATION and HIGH SIERRA II, INC.(the “Grantees”), as written below, a STORM WATER DRAINAGE AND ACCESS EASEMENT across, over, under, upon and through Grantor’s real property located in the E ½ of Section 9 and the W ½ of Section 10, T. 1 N., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, more particularly described as follows, to wit:

An easement across Tract 3 (Less Lake Hills Subdivision, 25th Filing) of Certificate of Survey No. 782 recorded under Document No. 591967 and across the remainder of Tract 1 of Certificate of Survey No. 2545 recorded under Document No. 1543161; said easement being as shown on the attached “EXHIBIT A”.

Grantor does hereby create and grant this easement to the Grantees for the purposes of constructing, reconstructing, maintaining, operating, repairing, improving, replacing and using storm water drainage facilities and surface improvements and all necessary fixtures and appurtenances through, over, and across said real property together with the right of free ingress and egress at all times for said purposes.

This easement is created for the benefit of the Grantees and shall run with the real property and be binding on all parties having any right, title or interest in the described property, or any part thereof, their heirs, executors, successors, administrators and assignees, and shall bind each owner thereof.

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 successors and assigns agree not to construct, nor cause to be constructed, within the easement, any type of building, structure, or any other fixed objects of any kind, except as may be licensed by Grantees.

2. Grantor and its successors and assigns agree that authorized representatives of the Grantees can freely travel within the easement with their equipment in the performance of their duties, pursuant to the requirements and terms of the Subdivision Improvements Agreements, at any time, day or night, regardless of outside weather conditions.

Owner: Tract 3, C.O.S. 782 and the  
Remainder of Tract 1 C.O.S. 2545

**DOVER RANCH**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me, the undersigned  
Notary Public for the State of Montana, personally appeared  
\_\_\_\_\_, known to me to be the person who signed the  
forgoing instrument as \_\_\_\_\_ of **DOVER RANCH**, and acknowledged to  
me that said corporation executed the same. Witness my hand and seal the day and year  
herein above written.

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



# EXHIBIT A

TEMPORARY STORM WATER DRAINAGE EASEMENT AND ACCESS EASEMENT  
WITHIN PORTIONS OF TRACT 3 OF CERTIFICATE OF SURVEY NO. 782

PREPARED FOR : HIGH SIERRA II, INC.

DECEMBER, 2018

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



SCALE: 1" = 400' XREF

