

Return to:
Jeff and Bethann Kanning
3230 Country Club Circle
Billings, MT 59102

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this _____ day of _____, 20____, the undersigned, **Jeffery A. Kanning and Bethann K. Kanning** of the address of 3230 Country Club Circle, Billings, Montana 59102, hereinafter called "Grantors", hereby grant and convey 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", a perpetual easement and right-of-way over, across and through the following described tracts of real property in Yellowstone County, Montana:

An easement on Lot 2, Block 7 of Country Club Heights Subdivision extending approximately 98 feet north of Country Club Circle as shown and described on the site plan attached hereto and labeled Exhibit "A."

This Perpetual easement to Grantee is for the purpose of creating a public access easement over, across, and through the said real property, together with the right of free ingress and egress at all times for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing the Myers Trail.

Grantors 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. Grantors and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, 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. Grantors agree not to plant, nor cause to be planted within the easement right-of-way, any trees, bushes, shrubs, hedges or any other plantings of a similar nature, except as may be licensed by Grantee.

3. Grantors agree that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.
4. Grantors agree that it is the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the Myers Trail by the City of Billings.

The restrictions herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

“GRANTORS”

Jeffery A. Kanning

Bethann K. Kanning

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeffery A. Kanning and Bethann K. Kanning to me known to be the persons who acknowledged and executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Signature of Notary

Return to:
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3230 Country Club Circle
Billings, MT 59102

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

“GRANTEE”

CITY OF BILLINGS, MONTANA

By: _____

Mayor

Attest: _____

City Clerk

STATE OF MONTANA)

) ss.

County of Yellowstone)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ to me known to be the _____, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Signature of Notary

Exhibit "A"

