

## PERPETUAL PUBLIC ROAD EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, the undersigned, JUDITH D. DEINES, 5043 Grand Avenue, Billings, MT 59106, hereinafter called "Grantor", 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 public road easement over, across, under and through the following described tract of real property in Yellowstone County Montana:

An easement situated within a parcel of land described as Tract 2A of Amended Tracts 1 & 2, Certificate of Survey 3279, located in the southwest quarter of Section 32, Township 1 North, Range 25 East, P.M.M., Yellowstone county, Montana, according to the official plat thereof on file in the office of the Clerk and Recorder of said county as document No. 3401372, more particularly described as follows:

Commencing at the southwest corner of said Tract 2A, thence N 00°06'24"E, a distance of 30.00 feet to the Point of Beginning; Thence from said Point of Beginning, N 00°06'24"E, a distance of 9.85 feet along the west line of said Tract 2A; Thence S 83°02'15" E, a distance of 82.51 feet; Thence N 89°53'36" W, a distance of 81.92 feet to the Point of Beginning, containing 403 square feet, all according to the attached Exhibit A.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing public road access over, across, under 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 said public road access and appurtenances.

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 their successors agree 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 agree 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 agree to perform any work necessary to modify the existing sanitary sewer lines 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. Grantor agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the sanitary sewer lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.

6. HOLD HARMLESS AGREEMENT:

- Grantor agree 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 agree the owners 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 warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

JUDITH D. DEINES

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

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 \_\_\_\_\_, known to me to be the person that executed the within instrument as owner of Tract 2A of Amended Tracts 1 & 2, Certificate of Survey 3279 and acknowledged to me that such 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

(SEAL)

RETURN TO:  
City of Billings  
City Hall  
Billings, MT 59101

**ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE**

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

\_\_\_\_\_  
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.

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

(SEAL)

**EXHIBIT A**  
 PERPETUAL PUBLIC ROAD EASEMENT  
 ACROSS  
 TRACT 2A OF AMENDED TRACTS 1 & 2  
 CERTIFICATE OF SURVEY No. 3279

PREPARED FOR : THE CITY OF BILLINGS

JANUARY 2020

PREPARED BY : **SANDERSON STEWART** 

BILLINGS, MONTANA

