

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 DOLLAR (\$1.00)** in hand paid by the **Grantee**, the receipt whereof is hereby acknowledged, as agreed, hereby grants and conveys to **NORTHWESTERN CORPORATION D/B/A NORTHWESTERN ENERGY, a Delaware corporation, 11 east Park Street, Butte, MT 59701-11711, Grantee**, a **Utility Right-of Way Easement** on the following described City property:

TOWNSHIP 1 SOUTH, RANGE 26 EAST, M.P.M., YELLOWSTONE COUNTY, MT

A tract of land in the SW4 and SE4 of said Section, known as Tract 1 of Certificate of Survey 2783, located in Amend Park, in the City of Billings, Yellowstone County, Montana as depicted in the official records of the Clerk and Recorder of Yellowstone County, MT under Document No. 1708248.

Said tract and easement strip located as shown on Exhibit "A" attached hereto and made a part hereof.

This easement to **NORTHWESTERN CORPORATION D/BA NORTHWESTERN ENERGY, 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 _____