

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 Hundred Dollars \$ 100.00 in hand paid by the **Grantee**, the receipt whereof is hereby acknowledged, as agreed, hereby grants and conveys to Montana-Dakota Utilities Co., **Grantee**, a **Utility Right-of Way Easement** on the following described City property:

A tract of land 10 feet wide by 60 feet long running North and South in the SE 1/4 Descro Sub 2nd
Filing located in Descro Park,

Situated in the Lot 10 and the Block 13 of Section 1, Township 01S, Range 25 E
P.M.M.

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

This easement to Montana-Dakota Utilities Co., **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)
)
County of Yellowstone) ss.

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 _____

Search: A06194 LOTS

Map navigation controls: +, -, Home, Full Screen

Basemaps

Exhibit A

Easement



BULLHEAD BRANCH WATER ASSOCIATION (BULLHEAD CANAL)

A06193

3000 S.W.

Miles Ave



ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Endorsement No. 47Effective date of Endorsement January 1, 2020Attached to and forming part of POLICY No. XL5063409PNAMED INSURED: MDU Resources Group, Inc.

It is understood and agreed that this POLICY is hereby amended as indicated. All other terms and conditions of this POLICY remain unchanged.

**ADDITIONAL INSUREDS - BLANKET BASIS
(CERTIFICATE HOLDERS)**

Any person or organization to whom a Certificate of Insurance has been issued with respect to this POLICY is included as an additional INSURED under the POLICY, but only if and to the extent the NAMED INSURED has agreed in writing prior to an OCCURRENCE to provide insurance to such person or organization. The coverage afforded the additional INSURED is subject to the terms, exclusions and conditions of this POLICY, including the Limits of Liability, and is further limited to the amount required by the prior written agreement with the NAMED INSURED.

Notwithstanding the foregoing, the following shall not be an additional INSURED under this POLICY:

- (a) any organization acquired or formed by the NAMED INSURED after the inception of the POLICY PERIOD;
- (b) where such other person or organization has assumed the liability of any other INSURED under contract; or
- (c) where such other person or organization is engaged in a JOINT VENTURE with the NAMED INSURED in which the NAMED INSURED is not the operator or managing partner.



Signature of Authorized Representative

(O) *Currency*

All amounts stated herein are expressed in United States Dollars and all amounts payable hereunder are payable in United States Dollars.

(P) *Sole Agent*

The NAMED INSURED first named in Item 1 of the Declarations shall be deemed the sole agent of each INSURED hereunder for the purpose of issuing instructions for any alteration of this POLICY, making premium payments and adjustments, receipting payments of indemnity or receiving notices, including notice of cancellation from the COMPANY.

(Q) *Cancellation*

This POLICY may be cancelled:

- (1) at any time by the NAMED INSURED by mailing written notice to the COMPANY stating when thereafter cancellation shall be effective; or
- (2) at any time by the COMPANY by mailing written notice to the NAMED INSURED stating when, not less than ninety (90) days from the date notice was mailed, cancellation shall be effective; except, in the event of cancellation for non-payment of premiums, such cancellation shall become effective ten (10) days after the notice was mailed.

Proof of mailing of notice to the respective addresses in Items 7 and 8 of the Declarations shall be sufficient proof of notice and the POLICY PERIOD shall end on the effective date and hour of cancellation stated in the notice. Delivery of such notice either by the NAMED INSURED or the COMPANY shall be equivalent to mailing.

In the event of cancellation by the INSURED, the premium retained by the COMPANY shall be calculated in accordance with the COMPANY'S short rate table which shall be made available to the INSURED upon request. In the event of cancellation by the COMPANY, the premium retained by the COMPANY shall be calculated on a pro-rata basis.

The offer by the COMPANY of renewal on terms or premiums different from those in effect during the POLICY PERIOD shall not constitute cancellation or refusal to renew this POLICY.

(R) *Dispute Resolution and Service of Suit*

Any controversy or dispute arising out of or relating to this POLICY, or the breach, termination or validity thereof, shall be resolved in accordance with the procedures specified in this Section IV.(R), which shall be the sole and exclusive procedures for the resolution of any such controversy or dispute.

- (1) **Negotiation.** The INSURED and the COMPANY shall attempt in good faith to promptly resolve any controversy or dispute arising out of or relating to this POLICY by negotiations between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days the receiving party shall submit to the other a written response. The notice and the response shall include: (a) a statement of each party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. If the matter has not been resolved within sixty (60) days of the disputing party's notice, or if the parties fail to meet within thirty (30) days, either party may initiate mediation of the controversy or claim as provided hereinafter.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the company	Schedule on file with the company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005097-010 Effective Date Premium \$

Issued to Centennial Energy Holdings, Inc.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

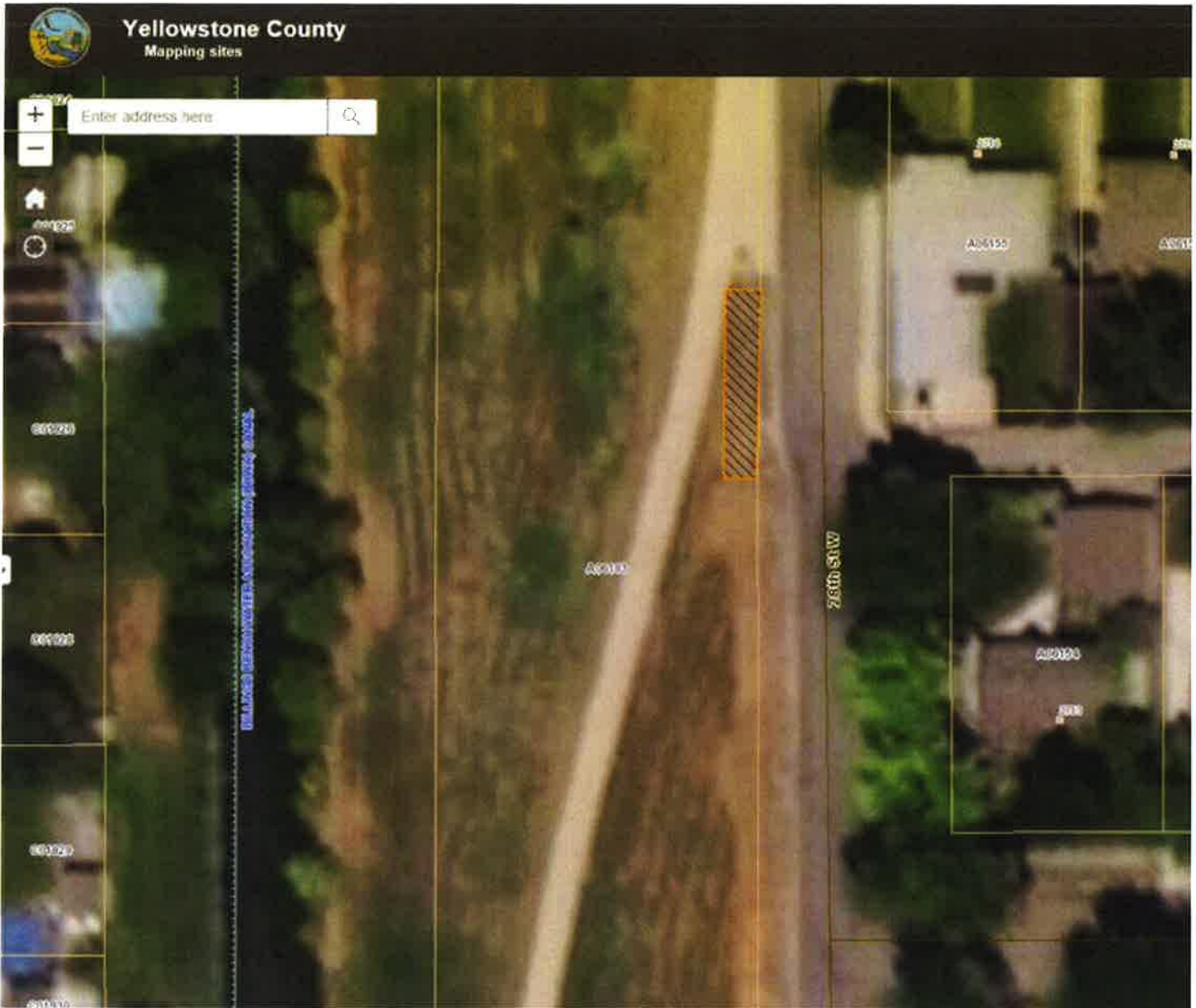
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the company	Schedule on file with the company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005097-020 Effective Date Premium \$

Issued to MDU Resources Group, Inc.



John H. Delvo PE CP2 # 50435
Corrosion Control Technologist-Lead
Montana-Dakota Utilities Co.

Bus: (406) 896-4233
Fax: (406) 896-4270
Cell: (406) 860-0712
email: john.delvo@mdu.com

