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City of Billings
Attn: Denise Bohlman
210 North 27th Street
Billings, Montana 59101

DRAFT

Pedestrian and Bicycle Trail Easement

This Pedestrian and Bicycle Trail Easement (“Easement”) is granted by Roth Enterprises LLC (“Grantor”), a Montana limited liability company whose address is 2720 Hummingbird Way, Billings, MT 59105, owner of the following land located south of South Frontage Road in Billings, Montana:

Lot 3 of Corrected Plat of Riverfront Business Park Subdivision Document No. 3467871, in the City of Billings, Yellowstone County, Montana, according to the official corrected plat on file in the office of the Clerk and Recorder of said county, under Document No. 3680525 (“Property”).

The easement covers the portion of the Property designated as the Pedestrian and Bicycle Trail Easement Area (“Easement Area”) shown on the attached “Exhibit A.” Grantor hereby grants to the City of Billings (“Grantee”) and its successors and assigns the right to use the Easement Area to construct, install, maintain and replace a permanent, in-gross easement to be used by the public for pedestrian, bicycle, and non-motorized vehicular travel, subject to the following additional obligations and conditions:

1. Grantee agrees to pay Grantor a total of \$1.00 and other valuable consideration for the use of an area equal to roughly thirty-three (33) feet wide by seven hundred eighty (780) feet long of estimated Easement Area. The boundaries of the Easement Area described herein and depicted in Exhibit A shall be deemed definitive and binding upon the parties even if the total area or the actual dimensions of the Easement Area are greater or less than the estimated area or dimensions of the Easement Area.
2. The Easement Area shall be bounded on the north by the centerline of the existing forty-five (45) foot wide irrigation ditch easement depicted on the Corrected Plat of Riverfront Business Park Subdivision recorded as Document No. 3680525 and will lie entirely between said centerline and the south boundary of Lot 3.
3. The easement granted hereby shall run with the land and be binding upon all successors, transferees and assigns of Grantor.
4. Grantee and its successors, transferees and/or assigns, on behalf of the public, shall be solely responsible for the construction, maintenance and replacement of any trails and recreational amenities now or hereafter located in the Easement Area and shall mow, spray, or otherwise control noxious weeds and excessive vegetation. Grantee is hereby granted a temporary and reasonable secondary access across

portions of the Property outside the Easement Area solely for the purpose of constructing, maintaining, and replacing any trail or recreational amenities constructed in the Easement Area in the discretion of Grantee. After completion of construction, maintenance or replacement of such trail or recreational amenity authorized hereunder Grantee shall restore any impacted portion of the Property outside the Easement Area to a similar or better condition as existed prior to such construction, maintenance or replacement. Motorized vehicles may only be used for construction, maintenance or replacement of recreational trails and amenities in the Easement Area. Historical interpretive panels, way-finding signage, benches and similar trail and recreation-related amenities may be installed in the Easement Area.

- 5. Grantee agrees to indemnify, save and hold Grantor, and its members and employees, harmless from and against all liabilities, claims, demands, losses and damages, including, without limitation, personal injury, death, property loss or damage to others or to Grantor or its employees, arising out of or directly related to the use of the Easement Area by the public or Grantee or related to Grantee's (or its designee's) construction, maintenance or replacement of trails in the Easement Area.

Dated this ____ day of _____, 2020.

Roth Enterprises LLC

By: _____

Its: _____

State of Montana }
 ss.
County of Yellowstone }

On _____, 2020, _____, an authorized manager or member of Roth Enterprise LLC appeared before me and acknowledged to me that they executed this Pedestrian and Bicycle Easement.

Notary Public for the State of Montana

(Notarial Seal)

Exhibit A

