

After Recording, Return To:
NorthWestern Energy
Lands & Permitting Department
11 East Park Street
Butte, MT 59701-1711

OVERHEAD ELECTRIC POWERLINE EASEMENT

The **CITY OF BILLINGS**, a Montana municipal corporation, P.O. Box 1178, Billings, MT, 59103-1178, hereinafter referred to as "**Grantor**," in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, in hand paid, the receipt of which is acknowledged, hereby grants and conveys to **NORTHWESTERN CORPORATION D/B/A NORTHWESTERN ENERGY**, a Delaware corporation, 11 East Park Street, Butte, MT 59701-1711, hereinafter referred to as "**Grantee**," and to its successors, assigns, and appurtenances, an easement up to thirty feet (30') feet in width, upon which to construct, operate, maintain, replace, upgrade, and remove an electric powerline, communications systems, and necessary appurtenances that may extend beyond the easement width, over, under, along, and across that certain real property located in Yellowstone County, Montana, and particularly described as follows:

TOWNSHIP 1 SOUTH, RANGE 25 EAST, .P.M.M., Yellowstone County, MT

Section 15: A tract of land in the NE4 and SE4 of said Section, known as Lot 5A, Block 1, of the Plat of Amended Lot 5, Block 1, of the Long Subdivision, as depicted in the official plat on file in the office of the Clerk and Recorder of Yellowstone County, MT under Document No. 3585198.

A depiction of said real property and easement area is shown on Exhibit "A," attached hereto and made a part hereof.

TOGETHER with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep the easement area free and clear of any and all obstructions or structures, except fences; and the right to clear and remove all timber, brush, or vegetation outside of the easement area that may, in the Grantee's sole opinion, endanger the powerline, communications system, or necessary appurtenances.

GRANTOR covenants with the Grantee that the Grantor is lawfully seized and possessed of the above-described real estate, and that the Grantor has a good and lawful right to convey it, or any part of it.

GRANTEE agrees to spray the easement area for weeds up to three times per year, and to mow the easement area up to one time per month from May through September of each year; the grant of this easement in no way obligates Grantor or its successors or assigns to improve or maintain the easement area for those purposes.

GRANTEE hereby covenants and agrees to indemnify, save, protect, and hold harmless Grantor against any loss, damage, injury, debt, or expense (collectively "Liabilities"), claimed or asserted by any person or entity, arising out of Grantee's installation or use of Grantee's facilities described above, but only to the extent such Liabilities are caused by Grantee's negligent or intentionally wrongful conduct during the installation or use of Grantee's facilities on Grantor's property. For the avoidance of doubt, to the extent any such Liabilities are incurred as a direct result of a willful or negligent act or omission attributable to Grantor or any person or entity other than Grantee this provision shall not apply.

DATED this _____ day of August, 2020.

GRANTOR: City of Billings, a Montana municipal corporation

By: _____
Signature Print Title

STATE OF MONTANA)
COUNTY OF YELLOWSTONE)ss.

This instrument was acknowledged before me on August ____, 2020, by

_____ the _____ of the **City of Billings, a Montana municipal corporation.**

(NOTARY SEAL)

Notary Signature: _____
Notary Print Name: _____
Notary Public for the State of _____
Residing at _____
My Commission Expires _____, 20

Project: UG Power/City of Billings/Shiloh
SHILOH 100kV RE-ROUTE
Agent: C. Montgomery/K. Heglund
SAP No.: 24112039-1020
Qrm# _____