

## **PERPETUAL RIGHT-OF-WAY EASEMENT**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the undersigned, YELLOWSTONE COUNTY, P.O. Box 35003, Billings, MT 59107-5003, hereinafter called "Grantor", hereby grants and conveys unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, 210 North 27<sup>th</sup> Street, Billings, Montana 59103, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana:

Perpetual Right-of-Way Easement as described in attached Exhibit A, Exhibit B, and Exhibit C.

This Perpetual Right-of-Way Easement to Grantee is limited to the purpose of constructing, reconstructing, upgrading, maintaining, operating, servicing, repairing and replacing the Grantee's sanitary sewer influent lift station and sanitary sewer and/or water lines and appurtenances 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, upgrading, maintaining, operating, servicing, repairing and replacing said influent lift station and sanitary sewer and/or water lines and appurtenances, and adding additional sanitary sewer and/or water lines and appurtenances.

The sanitary sewer line easements included in this Perpetual Easement and shown in Exhibits A and B, herein, replace the sanitary sewer line easements covered in the Perpetual Easement between Grantor and Grantee dated August 28, 2017 and shown in Exhibits A and B, therein. All other easements covered in the Perpetual Easement dated August 28, 2017 remain in effect; however, the sanitary sewer easements in the August 28, 2017 Perpetual Easement and shown in Exhibits A and B, therein, are hereby vacated.

Grantor shall continue to have the right to use and enjoy the above-described property, except as to the rights herein granted.

HOLD HARMLESS AGREEMENT:

- Grantor agrees to indemnify, defend, save and hold Grantee harmless from any claims, lawsuits, or liability, including reasonable attorney’s fees and costs, to the extent caused by Grantor’s negligent acts under this agreement or any negligent acts of Grantor’s agents.
- Grantee agrees to indemnify, defend, save and hold Grantor harmless from any claims, lawsuits, or liability, including reasonable attorney’s fees and costs, to the extent caused by Grantee’s negligent acts under this agreement or any negligent acts of Grantee’s agents.
- Neither Grantor nor Grantee shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence or willful misconduct.

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.

Lines or facilities that are the subject matter of this agreement that rupture, burst or in any way become damaged, except by the negligent or intentional actions of the Grantor, its agents or employees, resulting in damages, including but not limited to environmental damage, shall be the sole responsibility of the Grantee.

Should the lines cease to be used by the Grantee for a period of one year, this easement will terminate and Grantee shall plug and abandon the lines at its sole expense unless otherwise agreed to by the parties.

Grantors warrants and covenant that there are no liens or other encumbrances on the described tract or tracts.

YELLOWSTONE COUNTY

By: \_\_\_\_\_  
John Ostlund, Yellowstone County Commissioner

STATE OF MONTANA    )  
  ) ss.  
County of Yellowstone    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John Ostlund known to me to be a Yellowstone County Commissioner that executed the within instrument and acknowledged to me that he/she had authority to execute the same on behalf of Yellowstone County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA

YELLOWSTONE COUNTY

By: \_\_\_\_\_  
Donald Jones, Yellowstone County Commissioner

STATE OF MONTANA    )  
  ) ss.  
County of Yellowstone    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Donald Jones known to me to be a Yellowstone County Commissioner that executed the within instrument and acknowledged to me that he/she had authority to execute the same on behalf of Yellowstone County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA

YELLOWSTONE COUNTY

By: \_\_\_\_\_  
Denis Pitman, Yellowstone County Commissioner

STATE OF MONTANA    )  
  ) ss.  
County of Yellowstone    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Denis Pitman known to me to be a Yellowstone County Commissioner that executed the within instrument and acknowledged to me that he/she had authority to execute the same on behalf of Yellowstone County.

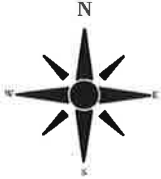
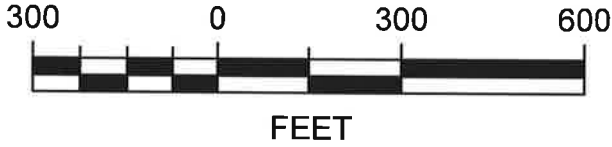
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA



## EXHIBIT "A"

20 FOOT WIDE SANITARY SEWER EASEMENT THROUGH  
YELLOWSTONE COUNTY METRA FAIRGROUNDS  
SITUATED IN THE SE1/4 SECTION 27, AND THE NE1/4 SECTION 34  
T.1N., R.26E., P.M.M. YELLOWSTONE COUNTY, MONTANA

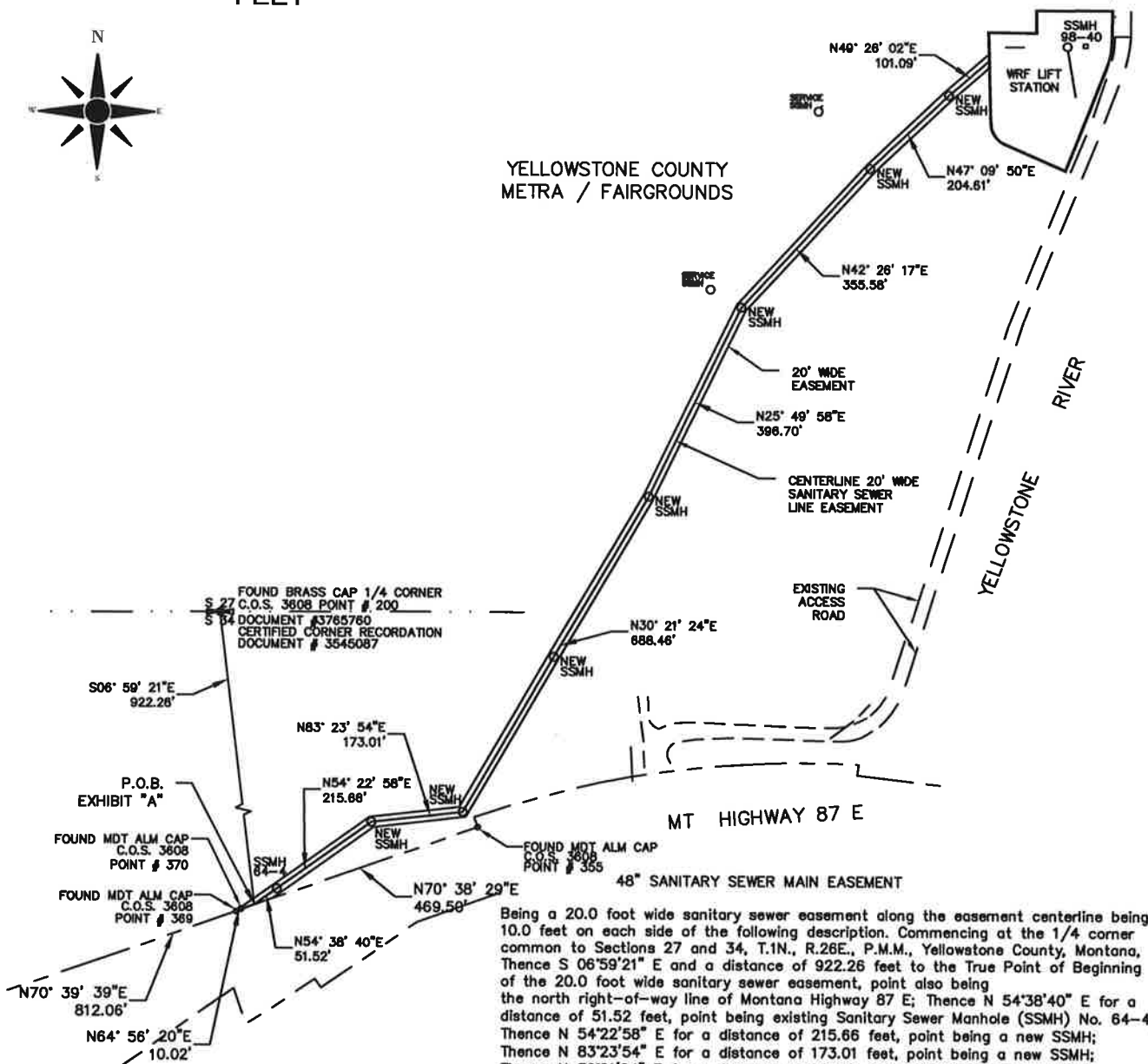


BILLINGS WASTEWATER  
TREATMENT PLANT

ALKALI  
CREEK

YELLOWSTONE COUNTY  
METRA / FAIRGROUNDS

YELLOWSTONE  
RIVER

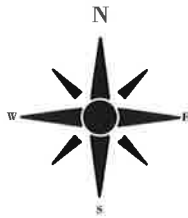
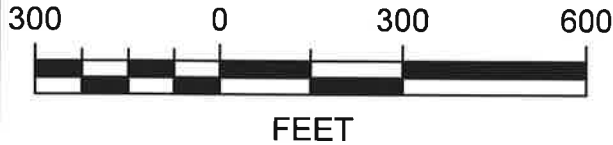


Being a 20.0 foot wide sanitary sewer easement along the easement centerline being 10.0 feet on each side of the following description. Commencing at the 1/4 corner common to Sections 27 and 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, Thence S 06°59'21" E and a distance of 922.26 feet to the True Point of Beginning of the 20.0 foot wide sanitary sewer easement, point also being the north right-of-way line of Montana Highway 87 E; Thence N 54°38'40" E for a distance of 51.52 feet, point being existing Sanitary Sewer Manhole (SSMH) No. 64-4; Thence N 54°22'58" E for a distance of 215.66 feet, point being a new SSMH; Thence N 83°23'54" E for a distance of 173.01 feet, point being a new SSMH; Thence N 30°21'24" E for a distance of 688.46 feet, point being a new SSMH; Thence N 25°49'58" E for a distance of 396.70 feet, point being a new SSMH; Thence N 42°26'17" E for a distance of 355.58 feet, point being a new SSMH; Thence N 47°09'50" E for a distance of 204.61 feet, point being a new SSMH; Thence N 49°26'02" E for a distance of 101.09 feet, point being the terminus of said easement centerline, ending at the west line of WRF Lift Station Easement as shown on "EXHIBIT "C", Document No. \_\_\_\_\_

**EXHIBIT "B"**

20 FOOT WIDE SANITARY SEWER EASEMENT THROUGH  
YELLOWSTONE COUNTY METRA FAIRGROUNDS  
SITUATED IN THE SE1/4 SECTION 27, AND THE NE1/4 SECTION 34  
T.1N., R.26E., P.M.M. YELLOWSTONE COUNTY, MONTANA

BILLINGS WASTEWATER  
TREATMENT PLANT



ALKALI  
CREEK

YELLOWSTONE COUNTY  
METRA / FAIRGROUNDS

WRF LIFT  
STATION

N23° 38' 19"E  
275.75'

20' WIDE  
EASEMENT

N70° 41' 36"E  
193.84'

NEW  
SSMH

NEW  
SSMH

CENTERLINE 20' WIDE  
SANITARY SEWER  
LINE EASEMENT

N21° 05' 38"E  
694.54'

NEW  
SSMH

EXISTING  
ACCESS  
ROAD

YELLOWSTONE  
RIVER

FOUND BRASS CAP 1/4 CORNER  
C.O.S. 3608 POINT # 200  
DOCUMENT # 3785780  
CERTIFIED CORNER RECORDATION  
DOCUMENT # 3545087

S50° 41' 05"E  
1060.82'

N58° 08' 33"E  
266.39'

NEW  
SSMH

N00° 46' 09"W  
57.10'

NEW  
SSMH

P.O.B.  
EXHIBIT "B"  
MT HIGHWAY 87 E

FOUND MDT ALM CAP  
C.O.S. 3608  
POINT # 370

FOUND MDT ALM CAP  
C.O.S. 3608  
POINT # 369

FOUND MDT ALM CAP  
C.O.S. 3608  
POINT # 355

N70° 38' 29"E  
469.50'

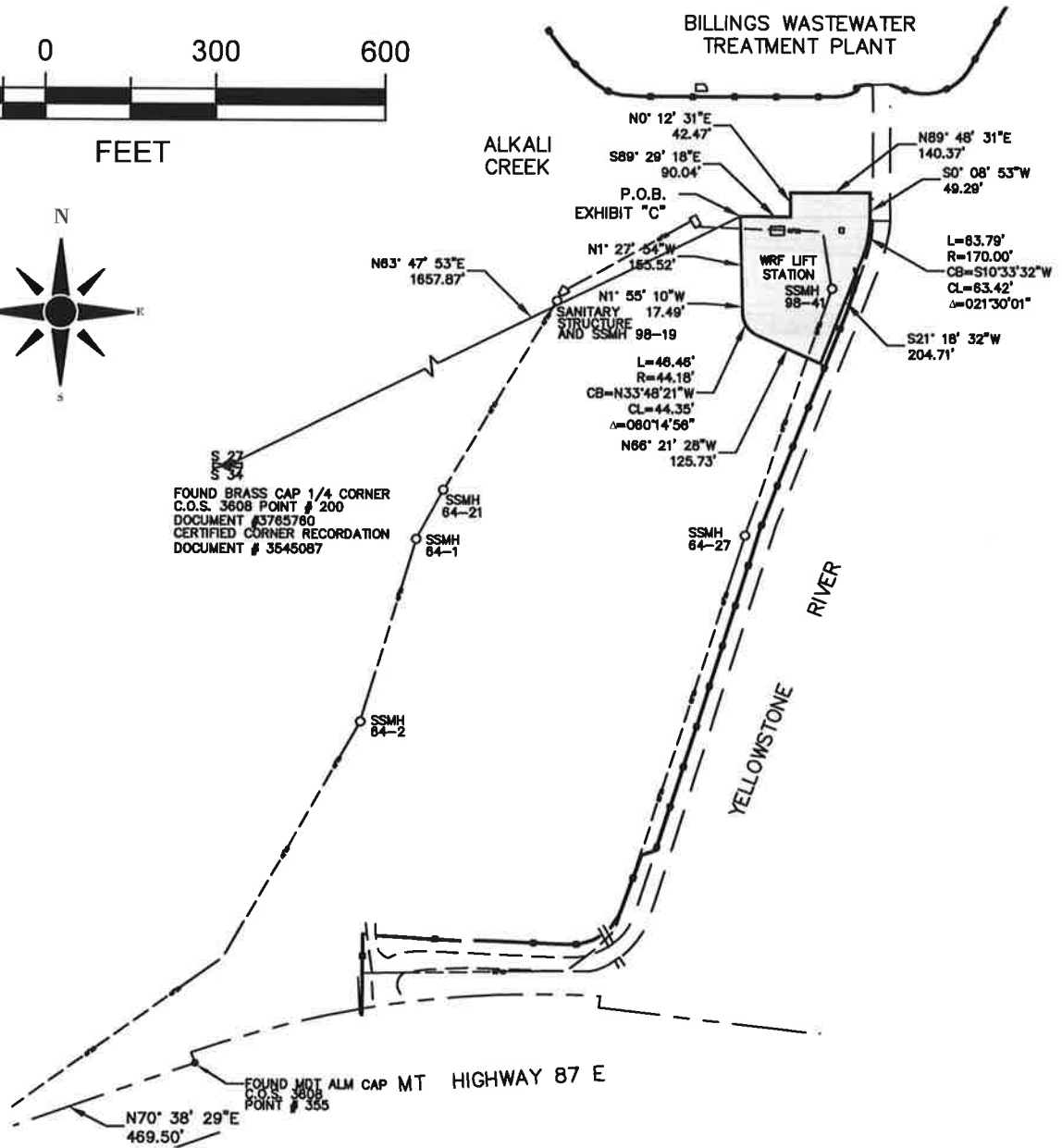
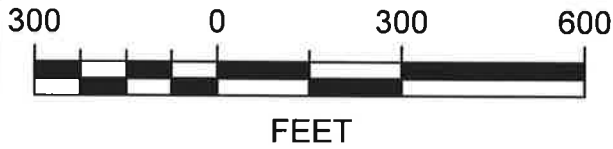
60° SANITARY SEWER MAIN EASEMENT

N70° 39' 39"E  
812.06'

N64° 58' 20"E  
10.02'

Being a 20.0 foot wide sanitary sewer easement along the easement centerline being 10.0 feet on each side of the following description. Commencing at the 1/4 corner common to Sections 27 and 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, Thence S 50°41'05" E and a distance of 1060.82 feet to the True Point of Beginning of the 20.0 foot wide sanitary sewer easement, point also being approximately the north right-of-way line of Montana Highway 87 E; Thence N 00°46'09" W for a distance of 57.10 feet, point being a new Sanitary Sewer Manhole (SSMH); Thence N 58°08'33" E for a distance of 266.39 feet, point being a new SSMH; Thence N 21°05'38" E for a distance of 694.54 feet, point being a new SSMH; Thence N 70°41'36" E for a distance of 193.84 feet, point being a new SSMH; Thence N 23°36'19" E for a distance of 275.75 feet, point being the terminus of said easement centerline, ending at the south line of WRF Lift Station Easement as shown on "EXHIBIT "C", Document No. \_\_\_\_\_

**EXHIBIT "C"**  
**WRF LIFT STATION EASEMENT FOR THE BENEFIT OF**  
**THE BILLINGS WASTEWATER TREATMENT PLANT**  
**SITUATED IN THE SE1/4 SECTION 27,**  
**T.1N., R.26E., P.M.M. YELLOWSTONE COUNTY, MONTANA**



**WRF LIFT STATION EASEMENT**

Commencing at the 1/4 corner common to Sections 27 and 34, T.1N., R.26E., P.M.M., Yellowstone County, Montana, Thence N 63°47'54" E and a distance of 1657.89 feet to the True Point of Beginning, point also being the Point of Beginning of an existing sanitary sewer main and water line easement crossing Alkali Creek as described within EXHIBIT "C" recorded the 3rd of October, 2017 under Document No. 3829334, on file and of record at the Yellowstone County Clerk and Recorders office; thence S 89°29'18" E for a distance of 90.04 feet; thence N 00°12'31" E for a distance of 42.47; thence N 89°48'31" E for a distance of 140.37 feet; thence S 00°08'53" W for a distance of 49.29 feet to a curve to the left; thence along said curve to the left with a radius of 170.00 feet, an arc length of 63.79 feet an internal angle 21°30'01" (chord bearing S 10°33'32" W, chord length of 63.42 feet; thence S 21°18'32" W for a distance of 207.71 feet; thence N 66°21'28" W for a distance of 125.73 feet to a curve to the left; thence along said curve to the left with a radius of 44.18 feet, an arc length of 46.46 feet an internal angle 06°14'56" (chord bearing N 33°48'21" W, chord length of 44.35 feet; thence N 01°55'10" W for a distance of 17.49 feet; thence N 01°27'54" W for a distance of 155.52 feet to the Point of Beginning. Easement containing an area of 1.17 Acres (51,057 Sq Ft) more or less.