

## PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 13th day of April, 2022, the undersigned, Development 55, LLC of the address of 2150 Coca-Cola Lane, Rapid City, SD 57702, hereinafter called "Grantor", hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, 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 PMM (drawing of property describing easement attached)

A 30 FOOT WIDE STRIP OF LAND, BEING A PORTION OF TRACT 2 OF CERTIFICATE OF SURVEY NO. 3535, FILED UNDER DOCUMENT NUMBER 3680206, RECORDS OF YELLOWSTONE COUNTY, LOCATED IN THE NE 1/4 OF SEC. 24, T.01S., R.25.E, P.M.M., YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 1A OF AMENDED CERTIFICATE OF SURVEY 832; SAID POINT BEARING S88°49'16"W, 813.07 FEET DISTANT FROM THE NORTHEAST CORNER OF SAID SECTION 24, THENCE ALONG THE WEST BOUNDARY OF SAID TRACT 1A, S0°57'05"E, 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION POINT OF THE SOUTH LINE OF ELYSIAN ROAD RIGHT-OF-WAY AND THE WEST BOUNDARY LINE OF SAID TRACT 1A, THENCE ALONG THE WEST BOUNDARY OF SAID TRACT 1A, S0°57'05"E, 969.90 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 1A, THENCE DEPARTING SAID WEST LINE OF SAID TRACT 1A, S0°57'05"E, 323.49 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BOUNDARY LINE OF TRACT 2 OF COS 3535, THENCE ALONG SAID SOUTH BOUNDARY, S88°53'23"W, 30.00 FEET, THENCE DEPARTING SAID SOUTH BOUNDARY, N0°57'05"W, 1293.35 FEET TO A POINT ON THE SOUTH LINE OF ELYSIAN ROAD RIGHT-OF-WAY, THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N88°49'16"E, 30.00 FEET TO THE TERMINUS OF SAID STRIP OF LAND, AND THE TRUE POINT OF BEGINNING, CONTAINING 0.89 ACRES, MORE OR LESS.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing sanitary sewers and/or water lines 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, maintaining, operating, servicing, repairing and replacing said sanitary sewers and/or water lines and appurtenances, and adding additional sanitary sewer and/or water lines.

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

1. Grantor and their successors agree not to construct, nor cause to be constructed, within the easement right-of-way, any type of building or structure, such as, but not limited to,

houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape or form, except as may be licensed by Grantee.

2. Grantor agrees not to plant, nor cause to be planted within the easement right-of-way, any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee. Grantor agrees that authorized representatives of the City of Billings can freely travel within the easement right-of-way with their equipment in the performance of their duties at any time, day or night, regardless of outside weather conditions.
3. Grantor agrees to obtain the permission of the Public Works Department or Grantee prior to placing or removing any fill dirt within the easement right-of-way and, in addition, in the event such permission is granted, the Grantor agree to perform any work necessary to modify the existing sanitary sewers and/or water lines and appurtenances, which work may be required prior to placing or removing any fill dirt within the easement right-of-way and all such work shall be done at the Grantor's expense and without expense to the City.
4. Grantor agrees that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the sanitary sewer and/or water lines by the City of Billings, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the City of Billings.
5. HOLD HARMLESS AGREEMENT:
  - Grantor agrees that the owner or owners of the above described property shall at all times fully relieve and save harmless the City of Billings and its authorized representatives for any and all damages of property that may be caused within said easement right-of-way, such as, but not limited to, ruts or deep tracks in lawns, gardens, or flower beds, broken or crushed shrubs, bushes, hedges, trees or any other type of plantings; crushed, cracked split or otherwise damaged, irrigation piping and appurtenances; and, any other damage to any other type of object, material or equipment located within the easement right-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement right-of-way by authorized representatives of the City of Billings in exercise of any of their rights under this easement right-of-way.
  - Grantor agrees the owners of the above-described real property shall reimburse the City of Billings for any and all damage claims paid by the City for damages of any type or nature to any and all persons and entities in the event such damage results from or was caused to happen by such owner's failure to comply with any portion of the rights, restrictions, obligations or responsibilities contained in this agreement.

6. 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.

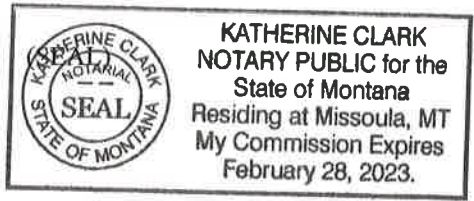
Grantors warrant and covenant that there are no liens or other encumbrances on the described tract or tracts.

[Signature]  
Dir of Property Development; Development 55, LLC

STATE OF MONTANA )  
 ) ss.  
County of Missoula )  
County of Yellowstone )

On this 14th day of April, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Joe Easton to me known to be the Director of Property Dev. of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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



Katherine Clark  
Signature of Notary  
Katherine Clark  
Printed name of Notary

NOTARIAL SEAL \* STATE OF MONTANA  
RESIDING AT BILLINGS, MONTANA Missoula, Montana  
MY COMMISSION EXPIRES 02/28/2023

STATE OF MONTANA )  
 ) ss.  
County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_ to me known to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same.

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

(SEAL)

\_\_\_\_\_  
Signature of Notary  
\_\_\_\_\_  
Printed name of Notary

NOTARIAL SEAL \* STATE OF MONTANA  
RESIDING AT BILLINGS, MONTANA  
MY COMMISSION EXPIRES \_\_\_\_\_



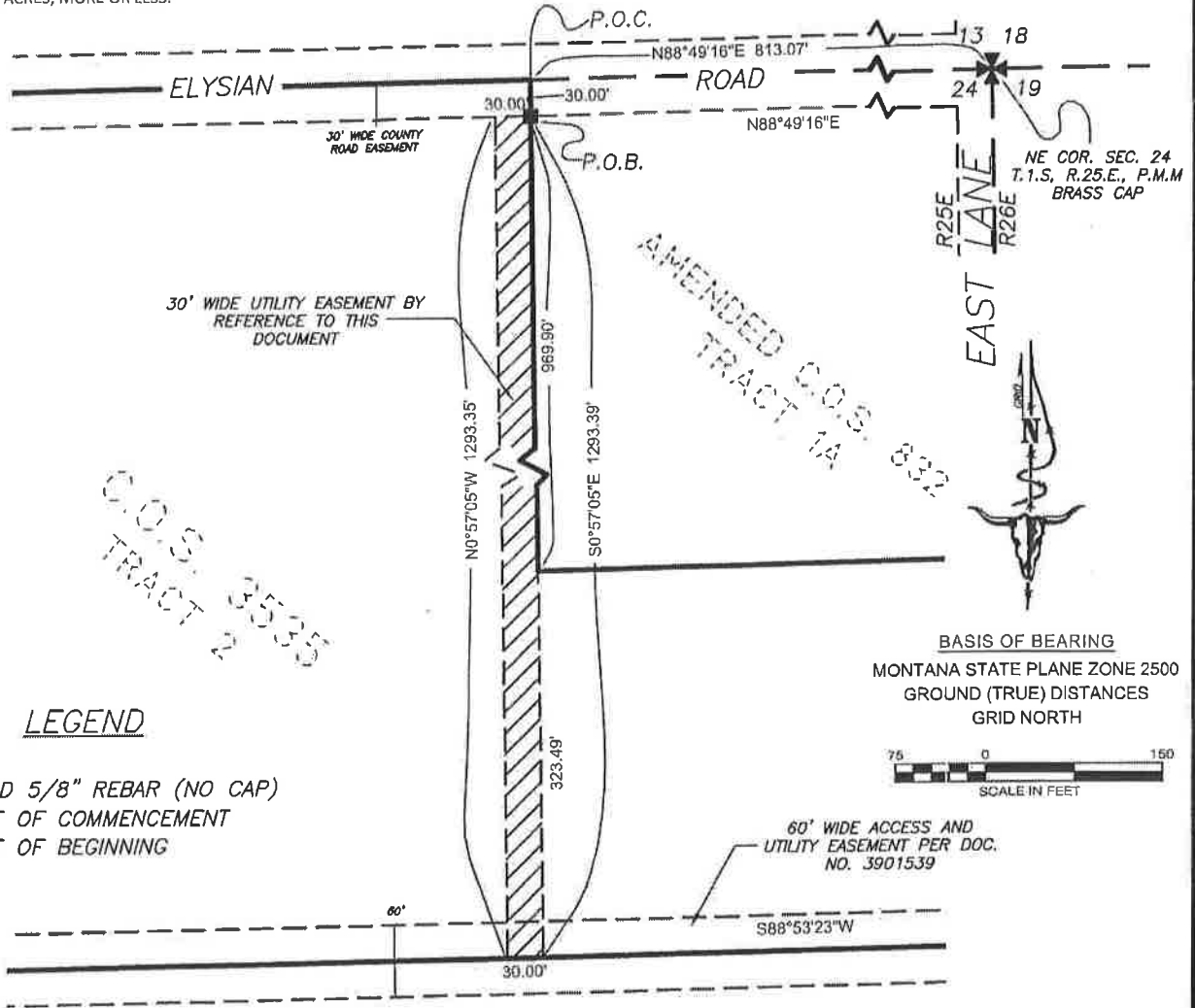
# EXHIBIT "A"

DEPICTING A 30' WIDE UTILITY EASEMENT ON AND ACROSS TRACT 2 OF CERTIFICATE OF SURVEY NO. 3535  
 LOCATED IN THE NE1/4 OF SEC. 24, T.01S., R.25.E, P.M.M., YELLOWSTONE COUNTY, MONTANA

LEGAL DESCRIPTION (30' WIDE UTILITY EASEMENT)

A 30 FOOT WIDE STRIP OF LAND, BEING A PORTION OF TRACT 2 OF CERTIFICATE OF SURVEY NO. 3535, FILED UNDER DOCUMENT NUMBER 3680206, RECORDS OF YELLOWSTONE COUNTY, LOCATED IN THE NE 1/4 OF SEC. 24, T.01S., R.25.E, P.M.M., YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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C.O.S.  
TRACT 2 3535

AMENDED C.O.S.  
TRACT 1A  
832

LEGEND

- = FOUND 5/8" REBAR (NO CAP)
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING

BASIS OF BEARING  
 MONTANA STATE PLANE ZONE 2500  
 GROUND (TRUE) DISTANCES  
 GRID NORTH



N1/2 S1/2 NE1/4  
 S24, T.1 S., R.25 E



1817 SOUTH AVE. W. STE A PH: 406 721 0142  
 MISSOULA, MT FAX: 406 721 5224  
 59801 www.imegcorp.com

30 FOOT WIDE UTILITY EASEMENT  
 DEVELOPMENT 55  
 TRACT 2 OF COS 3535  
 BILLINGS, MONTANA  
 YELLOWSTONE COUNTY

PROJECT#: 21005389  
 TAB:  
 DRAFTER: LK  
 DATE: 4/22/2022  
 SHEET 1 OF 1