

After recording return to:  
WWC Engineering  
550 South 24<sup>th</sup> Street West  
Billings, MT 59102

## **SANITARY EASEMENT**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the undersigned, Canal Vista, LLC, a Montana limited liability company with an address of 2519 Sunnyview Lane, Billings, MT 59102, 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 sanitary easement over, across, under and through the following described tracts of real property in Yellowstone County Montana:

Sanitary Easement as described in attached Exhibit A.

Grantor is the owner of the property described on Exhibit A hereto which is part of its larger property which it desires to develop described as follows:

Lot 1A-2 of Amended Plat of Lake Hills Subdivision--Twenty-Fifth Filing Amended

Grantee requires that Grantor provide Grantee with the easement as part of the development approval process and Grantor is willing to provide Grantee with the easement in order to obtain development approval.

This Sanitary Easement to Grantee is limited to the purpose of constructing, reconstructing, upgrading, maintaining, operating, servicing, repairing and replacing the Grantee's sanitary sewer 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 sanitary sewer lines and appurtenances, and adding additional sanitary sewer 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 many 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.
3. Grantor agrees that authorized representatives of Grantee 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.
4. Grantor agrees to obtain Grantee's permission 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 agrees to perform any work necessary to modify the existing sanitary sewer 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 Grantor's expense and without expense to Grantee.
5. Grantor agrees that the sole responsibility of Grantee for any surface restoration due to any construction, replacement, repair or service work to the sanitary sewer lines by Grantee, shall be limited to trench backfill compaction and placement of backfill material to existing grade by Grantee.
6. 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.
7. 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.

Canal Vista, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MONTANA     )  
  : ss.  
County of Yellowstone     )

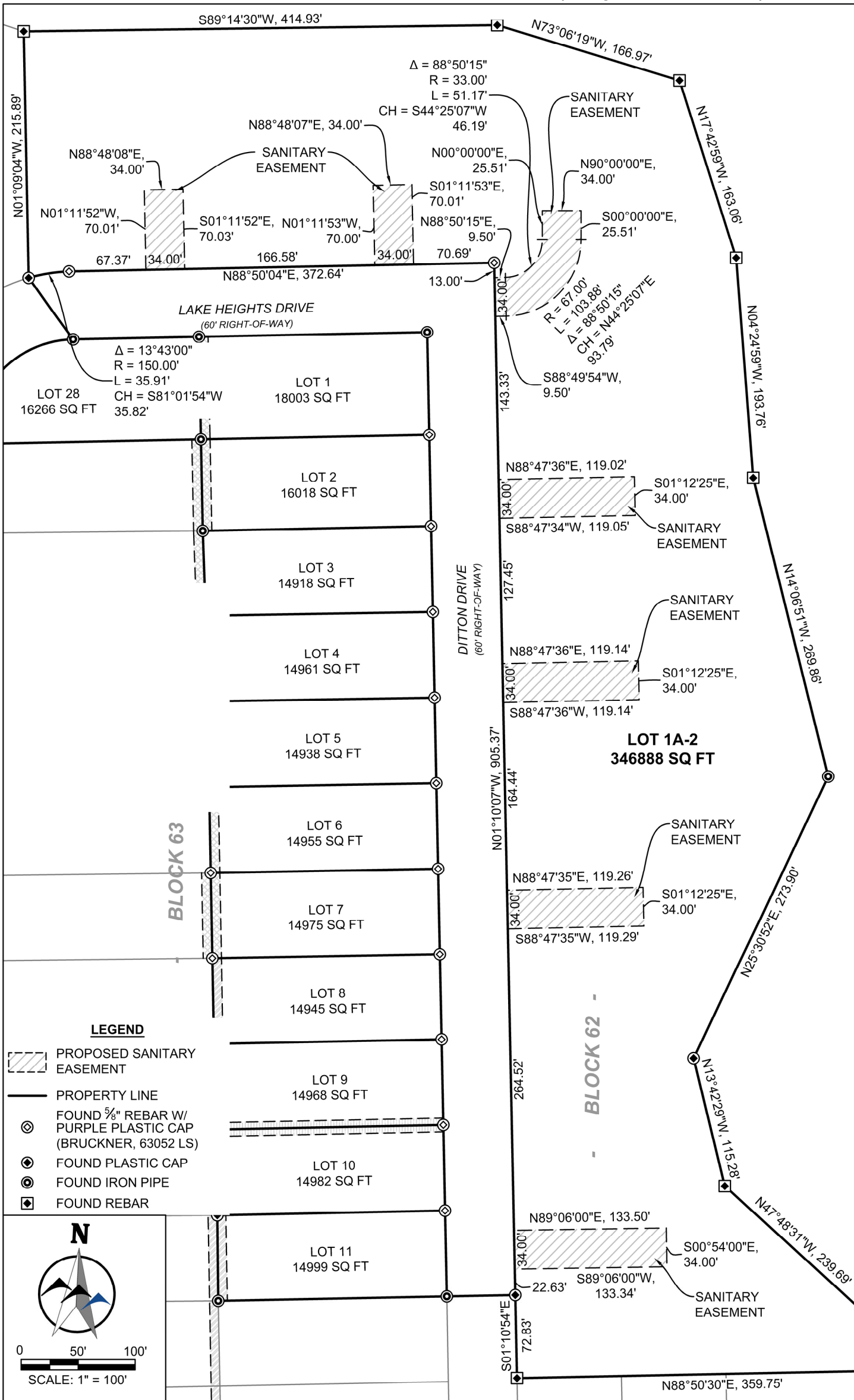
On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Canal Vista, LLC and the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.







NOTARIAL SEAL

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(mm/dd/yy)





**LEGEND**

-  PROPOSED SANITARY EASEMENT
-  PROPERTY LINE
-  FOUND 5/8" REBAR W/ PURPLE PLASTIC CAP (BRUCKNER, 63052 LS)
-  FOUND PLASTIC CAP
-  FOUND IRON PIPE
-  FOUND REBAR



SCALE: 1" = 100'

**EASEMENT EXHIBIT A**  
 SANITARY EASEMENT  
 WITHIN LOT 1A-2 OF AMENDED PLAT OF LAKE HILLS  
 SUBDIVISION - TWENTY-FIFTH FILING AMENDED  
 LOCATED WITHIN W1/2SE1/4 OF  
 SECTION 9, T01N, R26E, P.M.M.  
 CITY OF BILLINGS, YELLOWSTONE COUNTY, MT

PREPARED FOR  
**CANAL VISTA, LLC**  
 2519 SUNNYVIEW LANE  
 BILLINGS, MT 59102

DESIGNED BY: JPB  
 DRAWN BY: GWJ  
 CHECKED BY: JPB  
 DATE: 11/10/21

PREPARED BY  
 **WWC ENGINEERING**  
 550 S. 24TH ST. W., SUITE 201  
 BILLINGS, MT 59102  
 (406) 894-2210  
 www.wwcengineering.com

SHEET  
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