

Return to:  
The City of Billings  
P.O. Box 1178  
Billings, MT 59103

## UTILITY RIGHT-OF-WAY EASEMENT

**THIS INDENTURE**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the following:

PBN PROPERTIES LLC  
PO Box 22246  
Billings, MT 59104-2246  
Hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation  
City Hall – 210 North 27<sup>th</sup> Street  
Billings, Montana 59101  
Hereinafter referred to as **GRANTEE**

**FOR VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged;

**WITNESS THAT GRANTOR** warrants to be the legal owner of the below-referenced property and does hereby grant and convey unto **GRANTEE**, a 20-foot-wide perpetual utility right-of-way easement over, across, under, and through said real property in Yellowstone County, Montana, for the benefit of Tracts 2, 3, 4, 5 and 6 of the Amended Plat of Certificate of Survey No. 21, Magelssen Acres, more particularly described as follows, to wit:

### EASEMENT LAND DESCRIPTION

Tract of land situated in the NE1/4 of Section 9, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said easement being a portion of Tract 3 of the Amended Plat of Certificate of Survey No. 21, Magelssen Acres, less Road Right-Of-Way on file and of record in the office of the Yellowstone County Clerk and Records Office, recorded June 12th, 1952 under document No. 492688 more particularly described as follows: Basis of Bearing being GPS Observation State Plane NAD83 of the North line of Section 9, T. 1 S., R. 26 E., P.M.M. Between found monuments of the N1/4 corner and the northeast corner of said Section 9 (N 89° 58' 08" E).

### EASEMENT AREA

Commencing at the southeast corner of said Tract 3; Thence N 00°15'06" W along the east line of said Tract 3 for a distance of 56.00 feet to the True Easement Point of Beginning; Thence N 00°15'06" W continuing along said east line for a distance of 20.00 feet; Thence S 89°55'54" W leaving said east line for a distance of 84.00 feet to a point on the west line of said Tract 3; Thence S 00°15'06" E along said Tract west line for a distance of 20.00 feet; Thence N 89°55'54" E leaving said west line for a distance of 84.00 feet to the Easement Point Of Beginning, said easement containing an area of 1,680 square feet more or less.

**DESCRIPTION OF EASEMENT AREA AS SHOWN IN SHADED AREA  
OF “EXHIBIT A”, ATTACHED HERETO AND INCORPORATED  
HEREIN**

This perpetual easement is granted and conveyed to **GRANTEE** for the purposes of constructing, reconstructing, maintaining, improving, operating, servicing, repairing, replacing or adding sanitary sewer lines and other necessary or desirable appurtenances over, across, under, and through the said real property, together with the right of free ingress and egress at all times for such purposes.

**GRANTOR** and their successors 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** agrees 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** may freely travel within the easement right-of-way with their equipment in the performance of their duties for purposes of this easement at any time, day or night, regardless of outside weather conditions.
4. **GRANTOR** agrees to obtain the permission of **GRANTEE’S** 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, **GRANTOR** agrees to perform any work necessary to modify the existing sanitary sewers 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 **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 and/or water lines by **GRANTEE**, shall be limited to trench backfill compaction and placement of backfill material to existing grade by the **GRANTEE**.
6. **HOLD HARMLESS AGREEMENT:**
  - **GRANTOR** agrees that the owner or owners of the above-described property shall at all times fully relieve and save harmless **GRANTEE** and its authorized representatives for any and all property damages 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 **GRANTEE** in exercise of any of their rights under this easement right-of-way.

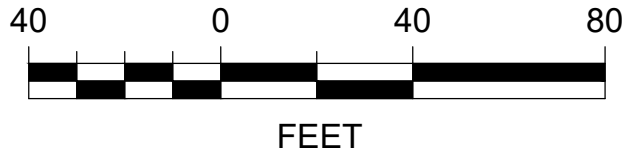




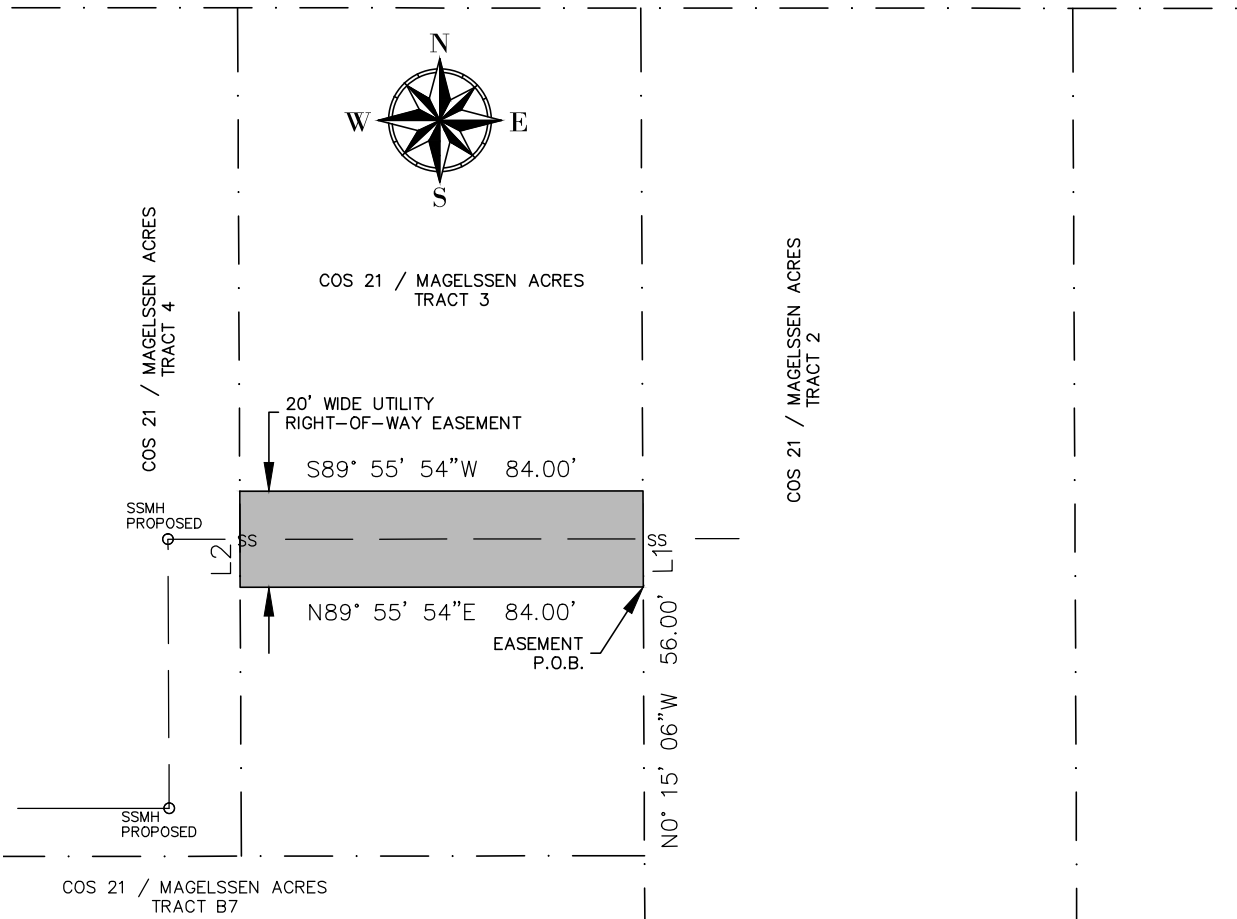
# EXHIBIT "A"

UTILITY RIGHT-OF-WAY EASEMENT  
 WITHIN A PORTION OF TRACT 3 OF THE AMENDED PLAT OF  
 CERTIFICATE OF SURVEY NO. 21, MAGELSSSEN ACRES, LESS ROAD RIGHT-OF-WAY  
 ON FILE AND OF RECORD IN THE OFFICE OF THE YELLOWSTONE COUNTY  
 CLERK AND RECORDERS OFFICE, RECORDED JUNE 12TH, 1952 UNDER DOCUMENT NO. 492688  
 CITY OF BILLINGS, MONTANA

SECTION 4 T. 1 S., R. 26 E.  
 SECTION 9 T. 1 S., R. 26 E.



STATE AVENUE



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Parcel Line Table		
Line #	DIRECTION	LENGTH
L1	N00° 15' 06"W	20.00
L2	S00° 15' 06"E	20.00

CITY OF BILLINGS, MONTANA  
 UTILITY RIGHT-OF-WAY  
 EASEMENT EXHIBIT  
 4310 STATE AVENUE  
 EXHIBIT IS PREPARED FOR AND BY THE CITY OF BILLINGS, MONTANA