

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:

JAMES W. BOYER and JOANN BOYER
2810 Central Ave. – Ste. C
Billings, MT 59102
Hereinafter referred to as **GRANTOR**

and

CITY OF BILLINGS, a Municipal Corporation
City Hall – 210 North 27th 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, more particularly described as follows, to wit:

A 20 foot wide strip of land through Lot 200 of the Amended Plat of Block 1 and a Portion of Block 2 and Block 3, Terrace Estates Subdivision, Third Filing in Yellowstone County, Montana, said strip is graphically shown on said Amended Plat and lies ten feet on each side of the following two centerlines:

Centerline No. 1:

COMMENCING at the southeast corner of Lot 40, Block 3 of Terrace Estates Subdivision, 2nd Filing, said corner being a common corner with said Lot 200; THENCE North 81°32'18" West, along the north line of said Lot 200, a distance of 8.40 feet to the TRUE POINT OF BEGINNING of this centerline description;
THENCE South 76°17'23" West, 107.96 feet;
THENCE South 08°19'06" West, 137.75 feet;
THENCE South 65°16'52" East, 108.32 feet;
THENCE South 51°23'46" East, 269.32 feet to Point A as referenced in the Centerline No. 2 description;
THENCE continuing South 51°23'46" East, 155.58 feet to the west boundary of said Lot 200 and the TERMINUS of Centerline No. 1.

Centerline No. 2:

BEGINNING at Point A as called out in the Centerline No. 1 description;
THENCE South 16°58'19" West, 74.07 feet to the southerly boundary of said Lot 200 and the TERMINUS of Centerline No. 2.

The sidelines of the above described easement shall be shortened or extended as needed to commence and terminate at the boundary of said Lot 200.

**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 and storm drain 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/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 **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

**ACKNOWLEDGEMENT AND ACCEPTANCE OF
CONVEYANCE**

The Mayor and City Council of the City of Billings acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

GRANTEE

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they duly executed the same on behalf of the City of Billings.

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

Notary Public in and for the State of _____
Printed Name _____
Residing at _____
My commission expires _____

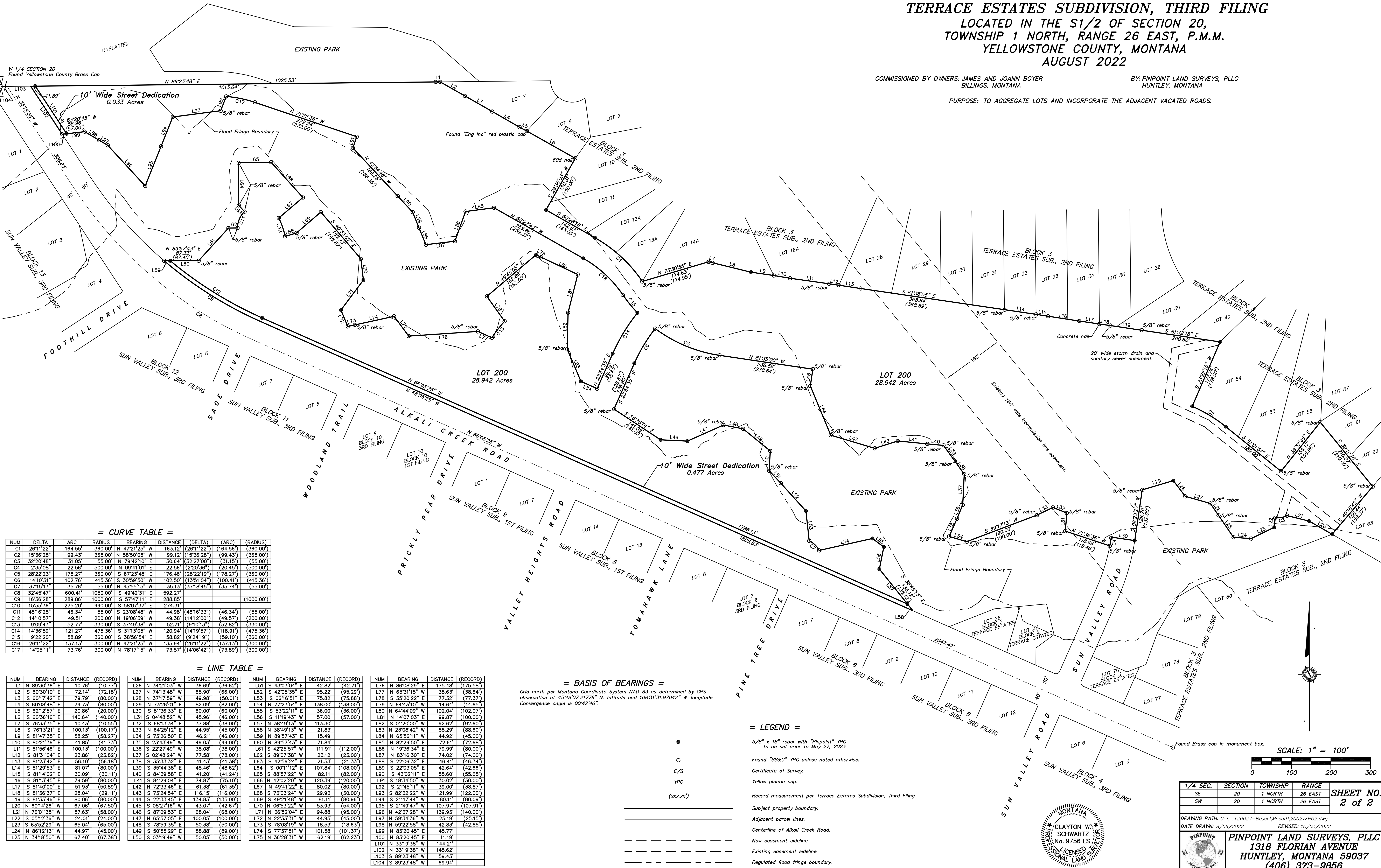
Exhibit A

PLAT OF
**AMENDED PLAT OF BLOCK 1 AND A PORTION OF BLOCK 2 AND BLOCK 3,
 TERRACE ESTATES SUBDIVISION, THIRD FILING**
 LOCATED IN THE S1/2 OF SECTION 20,
 TOWNSHIP 1 NORTH, RANGE 26 EAST, P.M.M.
 YELLOWSTONE COUNTY, MONTANA
 AUGUST 2022

COMMISSIONED BY OWNERS: JAMES AND JOANN BOYER
 BILLINGS, MONTANA

BY: PINPOINT LAND SURVEYS, PLLC
 HUNTLEY, MONTANA

PURPOSE: TO AGGREGATE LOTS AND INCORPORATE THE ADJACENT VACATED ROADS.



= CURVE TABLE =

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE	(DELTA)	(ARC)	(RADIUS)
C1	26°11'22"	164.55'	360.00'	N 47°21'25" W	163.12'	(26°11'22")	(164.56')	(360.00')
C2	15°36'28"	99.43'	365.00'	N 58°50'05" W	99.12'	(15°36'28")	(99.43')	(365.00')
C3	32°20'48"	31.05'	55.00'	N 79°42'10" E	30.64'	(32°20'48")	(31.15')	(55.00')
C4	2°35'08"	22.56'	500.00'	N 09°41'01" E	22.56'	(2°35'08")	(20.45')	(500.00')
C5	28°22'23"	178.27'	360.00'	S 67°23'48" E	176.48'	(28°22'23")	(178.27')	(360.00')
C6	14°10'31"	102.76'	415.36'	S 30°59'50" W	102.50'	(14°10'31")	(100.41')	(415.36')
C7	37°15'13"	35.76'	55.00'	N 45°55'15" W	35.13'	(37°15'45")	(35.74')	(55.00')
C8	32°45'47"	600.41'	1050.00'	S 49°42'31" E	592.27'			(1000.00')
C9	16°36'28"	289.86'	1000.00'	S 57°47'11" E	288.85'			(1000.00')
C10	15°55'36"	275.20'	990.00'	S 58°07'37" E	274.31'			
C11	48°16'28"	46.34'	55.00'	S 23°08'48" W	44.98'	(48°16'33")	(46.34')	(55.00')
C12	14°10'57"	49.51'	200.00'	N 19°06'39" W	49.38'	(14°10'20")	(49.57')	(200.00')
C13	9°09'43"	52.77'	330.00'	S 37°49'38" W	52.71'	(9°10'13")	(52.82')	(330.00')
C14	14°36'59"	121.27'	475.36'	S 31°13'05" W	120.94'	(14°19'57")	(118.91')	(475.36')
C15	9°22'20"	58.89'	360.00'	S 38°56'54" E	58.82'	(9°24'19")	(59.10')	(360.00')
C16	26°11'22"	137.13'	300.00'	N 47°21'25" W	135.94'	(26°11'22")	(137.13')	(300.00')
C17	14°08'11"	73.76'	300.00'	N 78°17'15" W	73.57'	(14°06'42")	(73.89')	(300.00')

= LINE TABLE =

NUM	BEARING	DISTANCE	(RECORD)
L1	N 89°30'36" E	10.76'	(10.77')
L2	S 60°30'10" E	72.14'	(72.18')
L3	S 60°17'42" E	79.79'	(80.00')
L4	S 60°08'48" E	79.73'	(80.00')
L5	S 62°12'57" E	20.86'	(20.00')
L6	S 60°36'16" E	140.64'	(140.00')
L7	S 76°33'35" E	10.43'	(10.55')
L8	S 76°13'21" E	100.13'	(100.17')
L9	S 81°47'35" E	58.25'	(58.27')
L10	S 80°21'36" E	41.85'	(41.73')
L11	S 81°56'46" E	100.13'	(100.00')
L12	S 81°31'04" E	23.86'	(23.82')
L13	S 81°23'42" E	56.10'	(56.18')
L14	S 81°29'53" E	81.07'	(80.00')
L15	S 81°42'02" E	30.99'	(30.11')
L16	S 81°13'45" E	79.59'	(80.00')
L17	S 81°40'00" E	51.93'	(50.89')
L18	S 81°36'37" E	28.04'	(29.11')
L19	S 81°35'46" E	80.06'	(80.00')
L20	S 60°14'26" W	67.06'	(67.50')
L21	N 76°01'35" W	57.63'	(58.00')
L22	S 05°12'36" W	24.01'	(24.00')
L23	S 63°52'29" W	65.04'	(65.00')
L24	N 86°12'13" W	44.97'	(45.00')
L25	N 34°18'50" W	67.40'	(67.38')
L26	N 34°21'03" W	36.69'	(36.62')
L27	N 74°13'48" W	65.90'	(66.00')
L28	N 37°17'59" W	49.98'	(50.01')
L29	N 73°26'01" E	82.09'	(82.00')
L30	S 81°36'33" E	60.00'	(60.00')
L31	S 04°48'52" W	45.96'	(46.00')
L32	S 68°13'34" E	37.88'	(38.00')
L33	N 64°25'12" E	44.95'	(45.00')
L34	S 73°26'50" E	74.87'	(74.80')
L35	S 23°43'49" W	49.03'	(49.00')
L36	S 22°27'49" W	38.08'	(38.00')
L37	S 02°48'24" W	77.58'	(78.00')
L38	S 35°33'32" E	41.43'	(41.38')
L39	S 35°44'38" E	48.46'	(48.62')
L40	S 84°39'58" E	41.20'	(41.24')
L41	S 84°29'04" E	74.87'	(75.10')
L42	N 72°33'46" E	61.38'	(61.35')
L43	S 73°24'54" E	116.15'	(116.00')
L44	S 02°33'45" E	134.83'	(135.00')
L45	S 08°27'16" W	43.07'	(42.67')
L46	S 87°09'53" E	68.04'	(68.00')
L47	N 65°57'05" E	100.05'	(100.00')
L48	S 78°59'35" E	50.38'	(50.00')
L49	S 50°55'29" E	88.88'	(89.00')
L50	S 03°19'49" W	50.05'	(50.00')
L51	S 43°03'04" E	42.82'	(42.71')
L52	S 42°05'35" E	95.22'	(95.29')
L53	S 08°16'51" E	75.82'	(75.88')
L54	N 77°23'54" E	138.00'	(138.00')
L55	S 53°22'11" E	36.00'	(36.00')
L56	S 11°19'43" W	57.00'	(57.00')
L57	N 38°49'13" W	113.30'	
L58	N 38°49'13" W	21.83'	
L59	N 89°57'43" E	15.49'	
L60	N 89°57'43" E	71.84'	
L61	S 42°25'57" W	111.91'	(112.00')
L62	S 89°07'38" W	23.12'	(23.00')
L63	S 42°56'24" E	21.53'	(21.33')
L64	S 00°11'12" E	107.84'	(108.00')
L65	S 88°57'22" W	82.11'	(82.00')
L66	N 42°02'20" W	120.39'	(120.00')
L67	N 49°41'22" E	80.02'	(80.00')
L68	S 73°03'24" W	29.93'	(30.00')
L69	S 49°21'48" W	81.11'	(80.96')
L70	N 06°53'22" W	53.93'	(54.00')
L71	N 36°52'04" E	94.88'	(95.00')
L72	N 22°33'31" W	44.95'	(45.00')
L73	S 78°08'19" W	18.53'	(18.63')
L74	S 77°37'51" W	101.58'	(101.37')
L75	N 36°28'31" W	62.19'	(62.23')
L76	N 86°08'29" E	175.48'	(175.58')
L77	N 63°31'16" W	38.63'	(38.64')
L78	S 35°20'22" E	77.32'	(77.37')
L79	N 64°43'10" W	14.64'	(14.65')
L80	N 64°44'09" W	102.04'	(102.07')
L81	N 14°07'03" E	99.87'	(100.00')
L82	S 01°20'00" W	92.62'	(92.60')
L83	N 23°08'42" W	88.29'	(88.60')
L84	N 65°56'11" W	44.92'	(45.00')
L85	N 82°29'50" E	72.61'	(72.68')
L86	N 19°36'34" E	79.99'	(80.00')
L87	N 83°16'30" E	74.02'	(74.00')
L88	S 22°06'32" E	46.41'	(46.34')
L89	S 22°03'05" E	42.64'	(42.66')
L90	S 43°02'11" E	55.60'	(55.65')
L91	S 18°34'50" W	30.02'	(30.00')
L92	S 21°45'11" W	39.00'	(38.87')
L93	S 82°32'22" W	121.99'	(122.00')
L94	S 21°47'44" W	107.97'	(107.91')
L95	S 21°49'47" W	107.97'	(107.91')
L96	N 42°37'28" W	139.93'	(140.00')
L97	N 59°34'36" W	25.19'	(25.15')
L98	N 59°22'58" W	2.83'	(42.85')
L99	N 83°20'45" E	45.77'	
L100	N 83°20'45" E	11.19'	
L101	N 33°19'38" W	144.21'	
L102	N 33°19'38" W	145.62'	
L103	S 89°23'48" W	59.43'	
L104	S 89°23'48" W	69.94'	

= BASIS OF BEARINGS =
 Grid north per Montana Coordinate System NAD 83 as determined by GPS observation at 45°49'02.21776" N. latitude and 108°31'31.97042" W. longitude. Convergence angle is 00°42'46".

- = LEGEND =**
- 5/8" x 18" rebar with "Pinpoint" YPC to be set prior to May 27, 2023.
 - Found "SS&G" YPC unless noted otherwise.
 - C/S Certificate of Survey.
 - YPC Yellow plastic cap.
 - Record measurement per Terrace Estates Subdivision, Third Filing.
 - Subject property boundary.
 - Adjacent parcel lines.
 - Centerline of Alkali Creek Road.
 - New easement sideline.
 - Existing easement sideline.
 - Regulated flood fringe boundary.

SCALE: 1" = 100'

1/4 SEC.	SECTION	TOWNSHIP	RANGE	SHEET NO.
SE	20	1 NORTH	26 EAST	2 of 2
SW	20	1 NORTH	26 EAST	

DRAWING PATH: C:\... \2022-Boyer\Misc\2022\F02.dwg
 DATE DRAWN: 8/09/2022 REVISED: 10/03/2022

PINPOINT LAND SURVEYS, PLLC
 1318 FLORIAN AVENUE
 HUNTLEY, MONTANA 59037
 (406) 373-9856

