

Return To:

City of Billings  
Public Works Dept  
2224 Montana Ave  
Billings, MT 59101

## PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the undersigned,

Bradley W. and Tammy Jo Hardt of 4620 Central Avenue, Billings, MT 59106 AND Bradley W. Hardt as Trustee of the Richard and Betty Hardt Living Trust Dated May 24, 2005 of 4620 Central Avenue, Billings, MT 59106 the address of hereinafter called "Grantors", 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 real property as shown on the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. \_\_\_\_\_, more particularly described as follows, to-wit:

**Commencing at the Center of Section 10 of T01S, R25E, P.M.M., Yellowstone County, Montana, being the Point of Beginning; thence N0° 12' 05"W a distance of 70.00 feet along the north/south quarter line of Section 10; thence N89° 34' 33"W a distance of 895.39 feet; thence N0° 12' 05"W a distance of 1251.99 feet; thence N89° 34' 56"W a distance of 20.00 feet; thence S0° 12' 05"E a distance of 1251.98 feet; thence N89° 34' 33"W a distance of 905.01 feet; thence S0°18'01"E a distance of 70.00 feet along the west boundary of Tract 1 of COS 2715; thence S89°34'33"E a distance of 1820.28 feet along the east/west quarter line of Section 10 back to the Point of Beginning.**

**Said area containing 3.50 acres, more or less.**

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

Grantors 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. Grantors 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. Grantors agree 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. Grantors agree 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. Grantors agree 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

4. the event such permission is granted, the Grantors agree to perform any work necessary to modify the existing drainage ditches, storm and 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.
5. Grantors agree that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the drainage ditches, storm and 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.
6. HOLD HARMLESS AGREEMENT:
  - Grantors agree 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.
  - Grantors agree 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.
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.

\_\_\_\_\_  
Bradley W. Hardt

\_\_\_\_\_  
Tammy Jo Hardt

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 Bradley W. Hardt and Tammy Jo Hardt 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 \_\_\_\_\_



**ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE**

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

\_\_\_\_\_  
Mayor, City of Billings

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 of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

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 in and for the State of Montana

# EXHIBIT A

LOCATED IN NW 1/4 OF SECTION 10, T 01 S, R 25 E, P.M.M.  
YELLOWSTONE COUNTY, MONTANA

