

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

PUBLIC ACCESS EASEMENT

THIS INDENTURE, is made and entered into this ___ day of _____, 20
, by and between the following:

Scott Lawson
PO Box 418
Hardin, MT 59034
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 35-foot-wide perpetual public access easement over, across, under, and through said real property in Yellowstone County, Montana, more particularly described as follows, to wit:

A RECTANGULAR SHAPED STRIP OF LAND BEING A PORTION OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (N1/2SW1/4NE1/4) AND THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (N1/2SE1/4NE1/4) OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 25 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 2A OF AMENDED COS 3535, RECORDED AS DOCUMENT 4028466, RECORDS OF YELLOWSTONE COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE EAST BOUNDARY OF SECTION 24; S00°57'01"E, 35.00 FEET; THENCE DEPARTING SAID EAST BOUNDARY AND ALONG A LINE LYING 35

FEET SOUTH AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID TRACT 2A, S88°53'23"W, 2635.56 FEET; THENCE S43°46'32"W, 21.17 FEET, MORE OR LESS, TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 24; THENCE ALONG SAID NORTH-SOUTH MID-SECTION LINE, N01°20'19"W, 50.00 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF SAID TRACT 2A, THENCE ALONG SAID SOUTH BOUNDARY, N88°53'23"E, 2650.79 FEET TO THE TRUE POINT OF BEGINNING AND THE TERMINUS OF SAID STRIP OF LAND. CONTAINING 2.13 ACRES, MORE OR LESS.

WHEREAS Public Access Easement depicted in '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 or replacing a public road 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 aforementioned easement, 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, 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 aforementioned easement 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.
5. **GRANTOR** agrees that the sole responsibility of **GRANTEE** for any surface restoration due to any construction, replacement, repair, or service work to the public road by **GRANTEE** shall be limited to placement of backfill material to existing grade by the **GRANTEE**.

6. **HOLD HARMLESS AGREEMENT:**

- **GRANTOR** agrees to fully relieve and save harmless **GRANTEE** and its authorized representatives for any and all property damages that may be caused within aforementioned easement, 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 aforementioned easement which cannot, with a minimum of human effort and within a few minutes time period, be removed from aforementioned easement by authorized representatives of **GRANTEE** in exercise of any of their rights under this easement.
- **GRANTOR** shall reimburse **GRANTEE** for any and all damage claims paid by **GRANTEE** 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.

8. **GRANTOR** warrants and covenants that there are no liens or other encumbrances on the described tract or tracts.

TO HAVE AND TO HOLD unto GRANTEE and to its successors and assigns forever.



[Signature and Acknowledgement Pages Follow]

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.

SS _____

[Remainder of Page Left Intentionally Blank]

EXHIBIT "A"

LEGAL DESCRIPTION (PUBLIC ACCESS EASEMENT)

LOCATED IN THE NE1/4 OF SECTION 24, T.1S., R.25E., P.M.M., YELLOWSTONE COUNTY, MONTANA

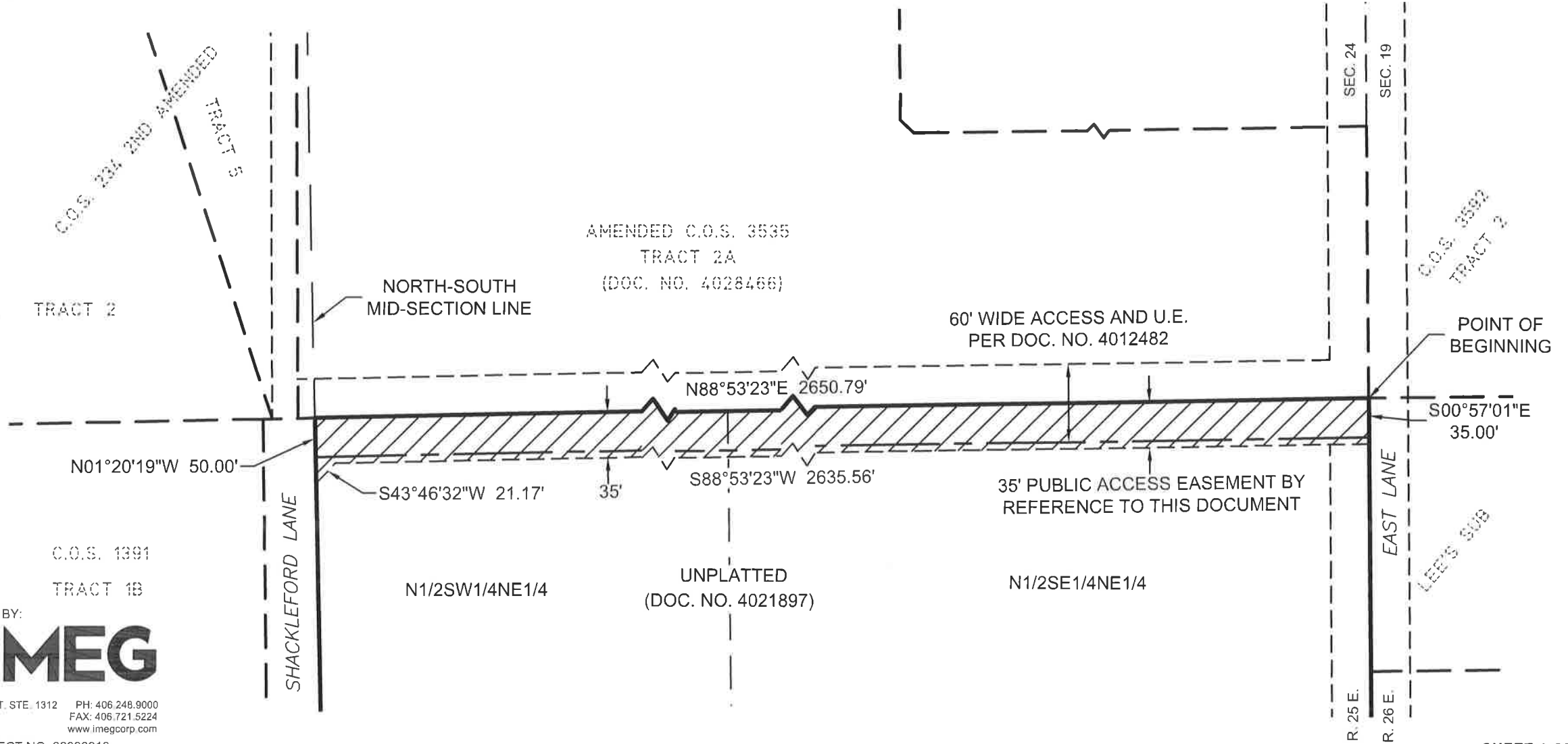
A RECTANGULAR SHAPED STRIP OF LAND BEING A PORTION OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (N1/2SW1/4NE1/4) AND THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (N1/2SE1/4NE1/4) OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 25 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BASIS OF BEARING

MONTANA STATE PLANE - ZONE 2500
GROUND (TRUE) DISTANCES
GRID NORTH



PREPARED BY:



175 N. 27TH. ST. STE. 1312 PH: 406 248.9000
BILLINGS, MT FAX: 406.721.5224
59101 www.imegcorp.com

IMEG PROJECT NO. 22008916

SHEET 1 OF 1