

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this ___ day of _____, 20__, the undersigned,

Billings Logistics Center One LLC, of 1776 Peachtree Street NW STE 100, Atlanta, GA 30309, hereinafter called "Grantor", 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 the following described tracts of real property in Yellowstone County Montana (ATTACH drawing of property describing easement):

A 30-foot wide trail easement lying 15-feet on each side of the following described centerline beginning at a point located on the west boundary of Tract 1A of Certificate of Survey No. 1596, said point being located N0° 49' 59"W a distance of 18.93 feet from the found Witness Corner; thence S73° 29' 57"E a distance of 68.53 feet; thence N88° 37' 32"E a distance of 105.03 feet; thence N50° 53' 27"E a distance of 127.42 feet; thence N75° 56' 31"E a distance of 199.83 feet; thence N60° 24' 25"E a distance of 143.81 feet; thence N6° 57' 35"E a distance of 118.85 feet; thence N49° 54' 11"E a distance of 307.85 feet; thence N46° 27' 07"E a distance of 116.09 feet to a point located on the western boundary of Tract 1 of Certificate of Survey No. 1591, said point being N0° 53' 53"W a distance of 30.06 feet from the found Aluminum Cap.

Sidelines of above-described easement shall be shortened or extended to intersect with the western boundary of Tract 1 of Certificate of Survey No. 1591 and the western boundary of Tract 1A of Certificate of Survey No. 1596.

This perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, and replacing a multi-use trail, 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 multi-use trail.

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. 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,

provided , however, Grantors shall have no obligation to restore any damage to the easement right-of-way, except to the extent caused by Grantor.

- 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, but not for damage caused by others.
4. 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.

Billings Logistics Center One LLC

By: _____

Title: _____

STATE OF _____)
:ss
County of _____)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____ of Billings Logistics Center One LLC, and who acknowledged to me that said Grantor executed the same.

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

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

EXHIBIT "B"

