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City Clerk  
City of Billings  
PO Box 1178  
Billings, MT 59103

CITY OF BILLINGS  
DEPARTMENT OF PARKS, RECREATION AND PUBLIC LANDS

**UTILITY RIGHT-OF-WAY EASEMENT**

The **City of Billings** for and in consideration of One Dollar \$1.00 in hand paid by **NorthWestern Corporation d/b/a NorthWestern Energy, Grantee**, the receipt whereof is hereby acknowledged, as agreed, hereby grants and conveys to **Grantee**, a **Utility Right-of Way Easement (“Easement”)** on the following described **City of Billings** property:

**TOWNSHIP 1 SOUTH, RANGE 26 EAST, M.P.M., YELLOWSTONE COUNTY, MT**

Section 7: That portion of the NE4 and the E2NE4 of said section, described as Lot 2, Block 1, of the Plat of the Sysco Subdivision, First Filing, being Certificate of Survey 779 and the vacated portion of Edward Street Res. No 02-17916, according to the official Plat on file in the office of the Clerk & Recorder of Yellowstone County, Montana under Doc. No. 3196453

This Easement to **Grantee**, is for the purpose of constructing, operating, maintaining, replacing and removing utility systems as described in the attached Exhibit “A” concerning the above described property, together with the right of free ingress and egress over and across said property for the above stated purpose subject to the conditions provided below. However, the **City of Billings** reserves the right to occupy and/or use the property in question for all purposes not inconsistent with the rights herein granted.

**It is understood and agreed that the following conditions shall apply to this Easement:**

1. All utility installation located within this Easement shall be located as required by the **Policy on Utility Easements in City Parks, Section III, B** of the **City of Billings**.
2. **Grantee** shall install the underground utility and restore the lot to its original condition as approved by the **City of Billings**. Installation and restoration shall be completed within 45 days after construction.

3. **Grantee** shall notify the Parks, Recreation and Public Lands (“PRPL”) offices 48 hours in advance of any construction, maintenance or repairs. In the event of an emergency **Grantee** shall provide notice within 24 hours after access.
4. During operations in the Easement, **Grantee** shall keep the site clear of any debris caused by **Grantee**’s operations. The Easement area shall be left in a condition equal to or better than the existing condition prior to access satisfactory to the PRPL. **Grantee** shall coordinate all access routes with the **City of Billings** Cemetery Supervisor or designee.
5. **Grantee** shall take all necessary precautions to protect existing infrastructure including but not limited to structures, vegetation, utilities, irrigation, fencing, sidewalks and paths. Any and all damage caused by **Grantee** shall be repaired at **Grantee**’s expense to the satisfaction of PRPL. Damage not repaired in a reasonable time period shall be undertaken by PRPL and all expenses shall be billed to the **Grantee**.
6. To allow travel over and across the park by **Grantee**, linear portions of the utility installation shall be ten (10) feet in width (sufficient to allow access to necessary equipment for installation and repair purposes).
7. Protection of trees and facilities in the vicinity of the utility during installation and during any replacement, maintenance, or repairs shall comply with the **Policy on Utility Easements in City Parks, Section III, L**.
8. **Grantee** shall maintain any surface equipment in such a manner as to preserve or enhance the safety and aesthetics of the surrounding park area and private housing lots as approved by the **City of Billings**.
9. All underground wire and cable installation shall be in conduit.
10. The Easement shall not be assignable by the **Grantee** to any other utility for any use other than that specifically described in the Easement.
11. Subject to the condition in # 10 above, this Easement shall run with the land and be binding upon successors in interest should ownership of said described tract change in the future.
12. **Indemnity and Insurance:** As partial consideration for the permission to obtain this Easement across **City of Billings** property, **Grantee** agrees to indemnify, defend and save the **City of Billings**, its officers, agents and employees harmless from any and all losses, damages, judgments, causes of action and liability, including reasonable attorney’s fees occasioned by, growing out of, or in any way arising or resulting from any intentional ly wrongful or negligent act or omission on the part of **Grantee** or its contractors, subcontractors, agents or employees. For this purpose, **Grantee** has provided the **City of Billings** with proof of self-insurance attached as Exhibit “B” and shall maintain the liability limits listed thereon.
13. Noncompliance with any of the above terms and conditions, may result in the **City of Billings** exercising any or all available remedies up to and including termination of this Easement if **Grantee** fails to initiate action to remedy the non-compliance after fifteen (15) calendar days written notice from the City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
William A. Cole, Mayor

Attest:

By: \_\_\_\_\_  
Denise R. Bohlman, 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 William A. Cole and Denise R. Bohlman, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they duly executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of Montana

\_\_\_\_\_  
Printed Name

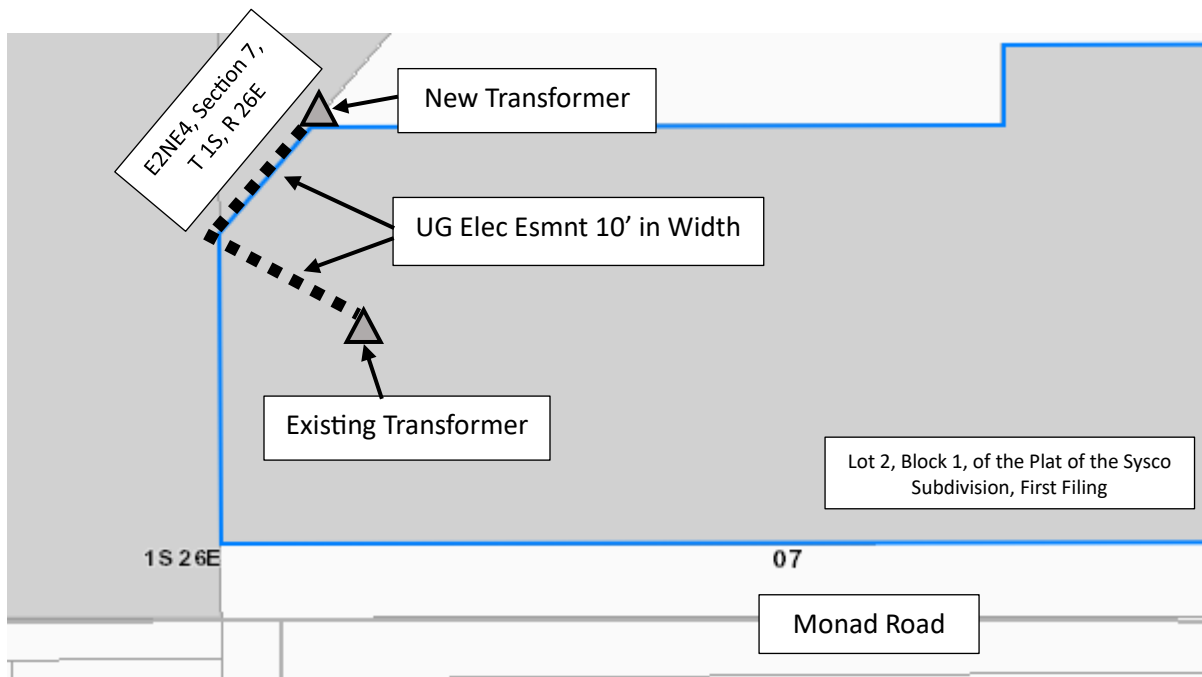
Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

## Exhibit "A"

The following is made a part of that certain Utility Right-of-Way Easement dated \_\_\_\_\_ by and between the City of Billings, of PO Box 1178, Billings, MT, 59103-1178, as "Grantor" and NorthWestern Corporation D/B/A NorthWestern Energy, of 11 East Park Street, Butte, MT 59701-1711, as "Grantee."

*All distances, areas and measurements shown below are approximate and not to scale.*



### **Township 1 South, Range 26 East, M.P.M., Yellowstone County, MT**

Section 7: That portion of the NE4 and the E2NE4 of said section, described as Lot 2, Block 1, of the Plat of the Sysco Subdivision, First Filing, Being Certificate of Survey 779 and the vacated portion of Edward Street Res. No 02-17916, according to the official Plat on file in the office of the Clerk & Recorder of Yellowstone County, Montana under Doc. No. 3196453