

RELEASE OF PERPETUAL RIGHT-OF-WAY EASEMENTS

WHEREAS, the City discontinued and vacated a portion of the dedicated public right-of-way lying between Block 1, Normal Subdivision on the easterly side of the street and Block 2, Normal Subdivision on the westerly side of the street in Resolution No. 99-17476; and

WHEREAS, the City previously acquired certain Perpetual Right-of-Way Easements in 2000 shown in Exhibit A, Exhibit B, and Exhibit C, attached hereto and incorporated herein, for sanitary sewer, water and storm drain lines for public utility purposes located beneath this discontinued and vacated public right-of-way which are now inactive and abandoned for these intended purposes; and

WHEREAS, Intermountain Health, previously The Sisters of Charity of Leavenworth Health System, Inc. (SCL Health – Montana), will be submitting a building permit to build a replacement hospital over this discontinued and vacated public right-of-way and have petitioned the City to release these encumbering utility easements; and

WHEREAS, it is in the public interest to authorize the release of these certain City easements which are no longer necessary for public utility purposes and encumber the real property upon which this replacement hospital is to be built.

NOW, THEREFORE, the City of Billings does hereby release, relinquish, surrender, abandon, and quitclaim to the present owner of the surface lands described in said easements all rights, title, and interests in said easements.

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 14 day of June, 2000, the undersigned, **THE SISTERS OF CHARITY OF LEAVENWORTH HEALTH SERVICES CORPORATION, A Not For Profit Kansas Corporation**, of the address of 4200 South Fourth Street, Cantwell Hall, Leavenworth, Kansas 66048-5054, 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 the following described tracts of real property in Yellowstone County, Montana:

A strip of land situated in Lots 14 through 20, Block 1, and the vacated alley in Block 1, Normal Subdivision, Certificate of Survey No. 934 and Lot 2, Block 1, Normal Subdivision, Third Filing, more particularly described as follows:

Beginning at a point which is situated N34°38'00"W a distance of 10.58 feet from the northeast corner of Lot 14, Block 1, Normal Subdivision; thence, from said point of beginning, S47°41'58"W a distance of 146.31 feet; thence, N34°38'00"W a distance of 20.18 feet; thence, N47°41'58"E a distance of 134.09 feet; thence, N34°38'00"W a distance of 97.11 feet to a point on the south right-of-way line of Poly Drive; thence, along said right-of-way on a non-tangent curve to the left, having a radius of 540.85 feet a distance of 50.16 feet (chord bearing N65°45'31"E, chord 50.14 feet); thence S31°01'41"W a distance of 32.18 feet; thence S34°38'00"E a distance of 92.29 feet; thence S47°41'58"W a distance of 7.96 feet to said point of beginning; said easement containing an area of 5,218 square feet and as shown on attached "Exhibit A".

This perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing storm drain 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 storm drain lines and appurtenances, and adding additional storm drain 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:

- A. 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 may be licensed by Grantee.



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Page: 1 of 4
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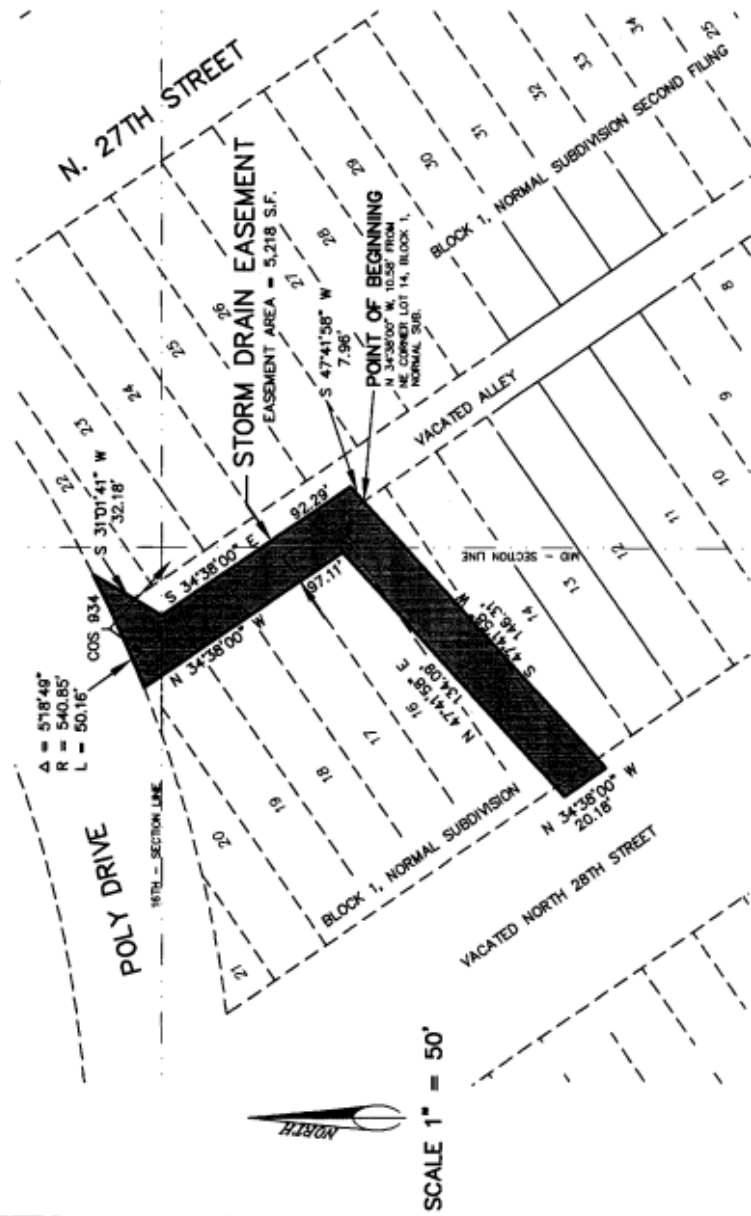
City Clerk
City of Billings
P.O. Box 1170
Billings, MT 59103
97034 (5-3-00)

- B. 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.
- C. 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.
- D. Grantors agree to obtain the permission of the Public Utilities 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, the Grantors agree 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 the Grantee.
- E. 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 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.
- F. Hold Harmless Agreement:
1. 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 the 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.
 2. 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.



"EXHIBIT A"

PERPETUAL RIGHT-OF-WAY EASEMENT FOR STORM DRAIN
 ACROSS BLOCK 1, NORMAL SUBDIVISION AND COS 934,
 SITUATED IN THE NE 1/4 AND NW 1/4 OF SECTION 32, T. 1 N., R. 26 E., P.M.M.
 PREPARED FOR: SISTERS OF CHARITY OF LEAVENWORTH HEALTH SERVICES CORPORATION
 PREPARED BY: ENGINEERING, INC. FEBRUARY, 2000



SCALE 1" = 50'



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 Page: 4 of 4
 09/07/2000 09:33A

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 29th day of September 29, 2000, the undersigned **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC.** of the address of Cantwell Hall, 4200 South Fourth Street, Leavenworth, Kansas 66048, hereinafter called "Grantor", hereby grants 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:

Alley: Normal Subdivision, Block 1.

Vacated under City Resolution No. 99-17440, previous alley in Block 1, Normal Subdivision, between streets 12th Avenue North and Poly Drive, and between North 27th Street and North 28th Street, depicted on Exhibit "A" attached hereto.

This perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing an existing sanitary sewer line 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 sanitary sewer lines and appurtenances, and adding additional sanitary sewer lines.

Grantor 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.

- A. Grantor and its 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 may be licensed by Grantee.
- B. 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.
- C. Grantor agrees 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.
- D. Grantor agrees to obtain the permission of the Public Utilities 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, the Grantor agrees to perform any work necessary to modify the existing sanitary 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 Grantee.
- E. Grantor agrees that the sole responsibility of the City of Billings for any surface restoration due to any construction, replacement, repair or service work to the sanitary sewer 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.
- F. Hold Harmless Agreement:



1. Grantor agrees that the owner or owners of the above-described property shall at all times fully relieve and save harmless th 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 the 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.
 2. Grantor agrees 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 their rights, restrictions, obligations or responsibilities contained in this agreement.
- G. 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.

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

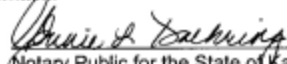
Sisters of Charity of Leavenworth
Health System Inc.

By 
Ed Barker
Its Vice President, Legal Counsel

STATE OF KANSAS)
 : ss.
County of Wynantette)

On this 29th day of September, 2000, before me, the undersigned, a Notary Public for the State of Kansas, personally appeared ED BARKER, known to me to be the Vice President and Legal Counsel of the corporation executing the within instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, having first been authorized so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.


Notary Public for the State of Kansas
Residing at 3624 W. 10th St., Kansas
My Commission Expires: 2/20/2003



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PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 14 day of June, 2000, the undersigned, **THE SISTERS OF CHARITY OF LEAVENWORTH HEALTH SERVICES CORPORATION, A Not For Profit Kansas Corporation**, of the address of 4200 South Fourth Street, Cantwell Hall, Leavenworth, Kansas 66048-5054, 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 the following described tracts of real property in Yellowstone County, Montana:

A 70-foot wide strip of land situated in Lot 2, Block 1, Normal Subdivision, Third Filing, more particularly described as follows:

Beginning at a point on the north right-of-way line of 12th Avenue North which is situated S55°19'00"W a distance of 5.00 feet from the southwest corner of Lot 1, Block 1, Normal Subdivision; thence, from said point of beginning along said right-of-way line, S55°19'00"W a distance of 70.00 feet; thence, N34°38'00"W a distance of 375.00 feet; thence, N55°22'00"E a distance of 3.24 feet; thence, N34°38'00"W a distance of 29.51 feet; thence, along a non-tangent curve to the left, having a radius of 100.00 feet a distance of 150.97 feet (chord bearing N34°43'33"W, chord 137.04 feet); thence, N12°01'27"E a distance of 22.58 feet to a point on the south right-of-way line of Poly Drive; thence, along said right-of-way line on non-tangent curve to the left, having a radius of 540.85 feet a distance of 59.18 feet (chord bearing N86°37'55"E, chord 59.15 feet); thence S34°38'00"E a distance of 526.28 feet to said point of beginning; said easement containing an area of 34,927 square feet and as shown on attached "Exhibit A".

This perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing storm drains, 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 storm drains, sanitary sewers and/or water lines and appurtenances, and adding additional storm drains, 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:

- A. 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

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P.O. Box 1178
Billings, MT 59103

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Page: 1 of 4
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not limited to, houses, garages, sheds, kennels, fences, nor any other fixed objects of any kind, shape, or form, except as may be licensed by Grantee.

- B. 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.
- C. 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.
- D. Grantors agree to obtain the permission of the Public Utilities 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, the Grantors agree to perform any work necessary to modify the existing storm drains, 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 Grantee.
- E. 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 storm drains, 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.
- F. Hold Harmless Agreement:
 - 1. 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 the 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.
 - 2. 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

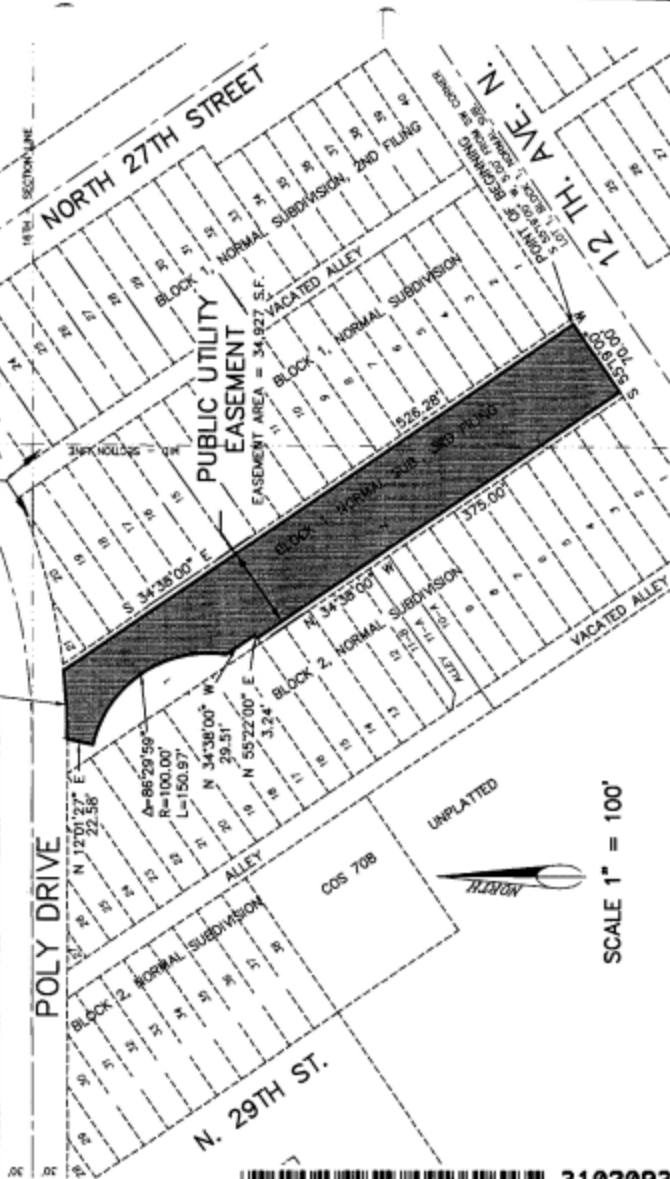


"EXHIBIT A"

PERPETUAL RIGHT-OF-WAY EASEMENT FOR PUBLIC UTILITIES
 A PORTION OF LOT 2, BLOCK 1, NORMAL SUBDIVISION, 3RD FILING
 SITUATED IN THE NE 1/4 AND NW 1/4 OF SECTION 32, T. 1 N., R. 26 E., P.M.M.

PREPARED FOR: SISTERS OF CHARITY OF LEAVENWORTH HEALTH SERVICES CORPORATION
 PREPARED BY: ENGINEERING, INC. FEBRUARY, 2000

$\Delta=616'10"$
 $R=540.85'$
 $L=59.18'$



SCALE 1" = 100'



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Page: 4 of 4
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