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Jeff Martin Clerk & Recorder, Yellowstone MT



EXHIBIT A

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 11<sup>th</sup> day of September, 2023, the undersigned,

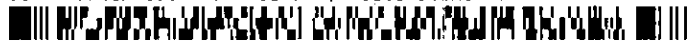
Jonathan Casper, Managing Member (Title), of Farmstead Apartments, LLC, of P.O. Box 6530, Fargo, North Dakota, 58109, hereinafter called "Grantors", hereby grant and convey unto THE CITY OF BILLINGS, a municipal corporation and political subdivision of the State of Montana, of the address of City Hall, Billings, Montana 59101, hereinafter called "Grantee", a perpetual easement and right-of-way over, across, under and through real property as shown on the attached Exhibit A to construct, maintain, and access a sanitary sewer utility, more particularly described as follows, to-wit:

**A strip of land being 30' wide along the western boundary of Tract 2A-1 of the Amended Plat of Tract 2A of Certificate of Survey No. 2063 (Document No. 3863562). Said strip of land extending to the northern and southern boundaries of said Tract 2A-1, containing 9,529 square feet or 0.012 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 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.
4. 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.
5. 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.
6. 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.



Jonathan Casper  
Grantor, Farmstead Apartments, LLC

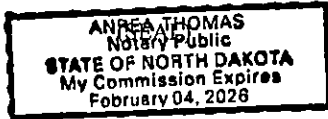
Title: managing member

STATE OF ND )

County of Cass ) ss.

On this 7<sup>th</sup> day of June, 2023, before me, the undersigned, a Notary Public for the State of ND, personally appeared Jonathan Casper to me known to be authorized agent for Farmstead Apartments, LLC, 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.



Anrea Thomas  
Signature of Notary

Anrea Thomas  
Printed name of Notary

NOTARIAL SEAL \* STATE OF ND  
RESIDING AT Cass  
MY COMMISSION EXPIRES 2-4-26



**EXHIBIT A**  
**PERPETUAL SEWER RIGHT-OF-WAY EASEMENT**  
 GRANTOR: FARMSTEAD APARTMENTS, LLC  
 GRANTEE: CITY OF BILLINGS

