

## PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 30<sup>th</sup> day of May, 2024, the undersigned, Patterson Land & Livestock Co., hereinafter called "Grantor", hereby grants and conveys unto The City of Billings, a municipal corporation and political subdivision of the State of Montana, 210 North 27<sup>th</sup> Street, Billings, Montana 59103, 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 tract of land situated in the SE1/4 of Section 27 T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, MT, said easement being a portion of Tract 1 of Certificate of Survey No. 2218, on file and of record in the office of the Yellowstone County Clerk and Recorder, recorded November 22nd, 1983 under document No. 1287642, more particularly described as follows, Basis of Bearings being the North line of said Tract 1;

Road and waterline easement being 50 feet wide running parallel to the north line of said Tract 1, containing an area of 65,763 square feet more or less, having no ceps or overlaps, as shown on Exhibit A, attached hereto and incorporated herein for purposes of dedication.

This Perpetual Right-of-Way Easement is dedicated to Grantee for the use and benefit of the public for the limited purpose of constructing, reconstructing, upgrading, maintaining, operating, servicing, repairing, replacing and using the Grantee's public road, water lines and related appurtenances 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, upgrading, maintaining, operating, servicing, repairing, replacing and using said public road and water lines and appurtenances, and adding additional water lines and appurtenances.

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:

1. Grantor 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. Grantor agrees not to plant, or cause to be planted within the easement right-of-way trees, bushes, shrubs, hedges or other similar plantings, except as may be licensed by Grantee.
3. Grantor agrees that authorized representatives of Grantee 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.
4. Grantor agrees to obtain Grantee's permission prior to placing or removing fill dirt within the easement right-of-way and, in the event such permission is granted, the Grantor agrees to perform any work necessary to modify the existing water lines and appurtenances, which work may be required prior to placing or removing fill dirt within the easement right-of-way, and all such work shall be done at Grantor's expense and without expense to Grantee.
5. Grantor agrees that the sole responsibility of Grantee for any surface restoration due to any construction, replacement, repair or service work to the water lines and appurtenances by Grantee, shall be limited to trench backfill compaction and placement of backfill material to existing grade by Grantee.
6. Grantor will not convey any other easement or conflicting rights to other persons within the area of this perpetual right-of-way easement without Grantee's permission and written consent.

6. HOLD HARMLESS AGREEMENT:

- Grantor agrees 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 Grantee in exercise of any of their rights under this easement right-of-way.
  - Grantor agrees the owners of the above described real property shall reimburse the Grantee for any and all damage claims paid by the 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.

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

Patterson Land & Livestock Co.

By: *John W. Patterson* (*PRESIDENT*)  
John Patterson, Grantor

By: *Ruth Ann Patterson*  
Ruth Patterson, Grantor

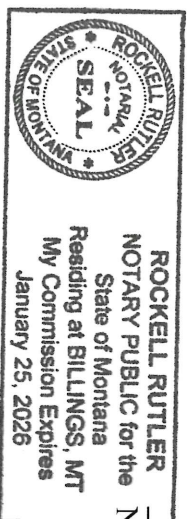
STATE OF MONTANA )

) ss.

County of Yellowstone )

On this 30 day of May, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John Patterson and Ruth Patterson known to me to be the Grantor that executed the within instrument and acknowledged to me that he/she had authority to execute 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.

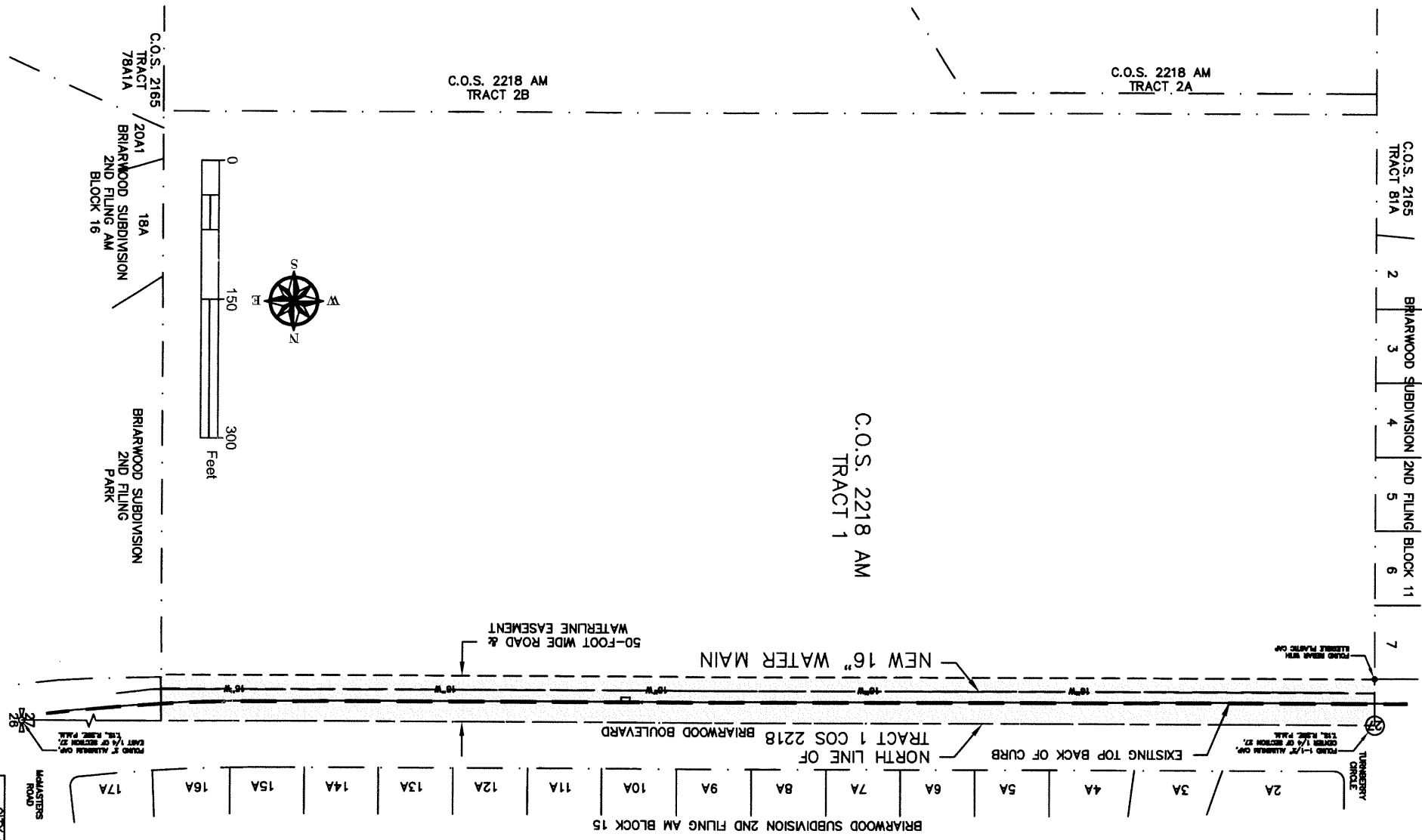


*Rockell Rutler*  
NOTARY PUBLIC FOR THE STATE OF MONTANA



EXHIBIT "A"

50-FOOT WIDE ROAD & WATERLINE EASEMENT WITHIN  
 TRACT 1 OF CERTIFICATE OF SURVEY NO. 2218  
 ON FILE AND OF RECORD IN THE OFFICE OF THE YELLOWSTONE  
 COUNTY CLERK AND RECORDER,  
 RECORDED NOVEMBER 22nd, 1983, UNDER DOCUMENT NO. 1287642  
 CITY OF BILLINGS, MONTANA



CITY OF BILLINGS, MONTANA  
 ROAD & WATERLINE EASEMENT  
 EXHIBIT  
 PD0034 BRIARWOOD  
 16 IN WATER MAIN  
 EXHIBIT IS PROVIDED FOR AND BY THE CITY OF BILLINGS, MONTANA