

PERPETUAL RIGHT-OF-WAY EASEMENTS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this ___ day of _____, 20__, the undersigned, G2 Investments LLC, whose principal address is 3030 South Frontage Road, Billings, MT 59101 and mailing address is PO Box 2023, Fargo, ND 58107, hereinafter called "Grantor", hereby grants and conveys unto the City of Billings, a municipal corporation and political subdivision of the State of Montana, whose principal address is City Hall, 210 North 27th Street, Billings, Montana 59101, hereinafter called "Grantee", perpetual easements and rights-of-way over, across, under and through the following described tracts of real property in Yellowstone County Montana:

East Multi-Use Trail Easement (Exhibit A, attached hereto and incorporated herein)

A 20-foot wide trail easement lying 10 feet on each side of the following described centerline commencing at a found corner on the south boundary of Lot 3 (marked "YPC, POINT OF COMMENCEMENT") of Riverside Acreage Tracts Subdivision; thence N63° 38' 58"E a distance of 68.72 feet to the Point of Beginning; thence N00° 47' 54"W a distance of 462.94 feet to a point on the northern boundary of Lot 3.

Sidelines of above-described easement shall be shortened or extended to intersect with the northern boundary of Lot 3 of Riverside Acreage Tracts Subdivision, and the northern boundary of a 30-foot wide trail easement filed under Doc. No. _____.

South Multi-Use Trail Easement (Exhibit B, attached hereto and incorporated herein)

A 30-foot wide trail easement lying 15 feet on each side of the following described centerline commencing at a point on the western boundary of Lot 7 (marked "YPC, POINT OF COMMENCEMENT") of Riverside Acreage Tracts Subdivision; thence N00° 47' 54"W following the western boundary of Lot 7 a distance of 43.94 feet to the Point of Beginning; thence N55° 54' 04"E a distance of 32.50 feet; thence N51° 28' 26"E a distance of 32.85 feet; thence N57° 13' 58"E a distance of 43.33 feet; thence N59° 42' 59"E a distance of 48.41 feet; thence N50° 46' 34"E a distance of 43.68 feet; thence N54° 14' 08"E a distance of 54.85 feet; thence N60° 00' 48"E a distance of 72.34 feet; thence N46° 58' 55"E a distance of 48.81 feet; thence N43° 25' 00"E a distance of 54.49 feet; thence N32° 24' 32"E a distance of 32.86 feet; thence N33° 47' 30"E a distance of 31.44 feet; thence N49° 14' 03"E a distance of 34.62 feet; thence N53° 35' 49"E a distance of 46.36 feet; thence N62° 30' 07"E a distance of 38.93 feet; thence N68° 33' 41"E a distance of 70.39 feet; thence N53° 21' 58"E a distance of 205.05 feet; thence N89° 32' 03"E a distance of 76.80 feet to a point on the common boundary between Lots 2 and 3 of Riverside Acreage Tracts Subdivision.

Sidelines of above-described easement shall be shortened or extended to intersect with the western boundary of Lot 7 of Riverside Acreage Tracts Subdivision and the eastern boundary of Lot 3 of Riverside Acreage Tracts Subdivision.

North Multi-Use Trail Easement (Exhibit C, attached hereto and incorporated herein)

A 10-foot wide trail easement lying 5 feet on each side of the following described centerline commencing at the northwest corner of Lot 7 (marked "YPC, POINT OF COMMENCEMENT") of Riverside Acreage Tracts Subdivision; thence S00° 47' 54"E following the western boundary of Lot 7 a distance of 5.81 feet to the Point of Beginning; thence N58° 38' 40"E a distance of 11.46 feet; thence N60° 06' 37"E a distance of 43.95 feet; thence N60° 36' 20"E a distance of 257.80 feet; thence N58° 42' 28"E a distance of 6.46 feet; thence N56° 48' 37"E a distance of 68.10 feet to a point within Lot 5 of Riverside Acreage Tracts Subdivision.

Sidelines of above-described easement shall be shortened or extended to intersect with the western boundary of Lot 7 of Riverside Acreage Tracts Subdivision, and shall end 5 feet on each side of the described centerlines eastern terminus.

These perpetual rights-of-way easements herein granted and conveyed to Grantee are for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing, using, and replacing a public 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, using, and replacing said public multi-use trail.

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-ways, 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, nor cause to be planted within the easement right-of-ways, any trees, bushes, shrubs, hedges nor any other plantings of a similar nature, except as may be licensed by Grantee. Grantor agree that authorized representatives of the Grantee can freely travel within the easement rights-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:
 - Grantor agrees that the owner or owners of the above described property shall at all times fully relieve and save harmless the Grantee and its authorized representatives for any and all damages to the property that may be caused within said easement rights-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 rights-of-way which cannot, with a minimum of human effort and within a few minutes time period, be removed from easement rights-of-way by authorized representatives of the Grantee in exercise of any of their rights under this easement rights-of-way, provided , however, Grantor shall have no obligation to restore any damage to the easement right-of-way, except to the extent caused by Grantor.
 - 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, but not for damage caused by others.
4. Grantor warrants and covenants that there are no liens or other encumbrances on the described tracts.
5. The restrictions, Covenants and Hold Harmless Agreement herein contained shall attach to and run with the land and shall bind the parties hereto and all persons claiming thereunder.

IN WITNESS WHEREOF, the GRANTOR warrants that they have good right to convey, free and clear of all encumbrances, the above-described interest in the real estate described and have set their hand.

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt and hereby accepts the property interest conveyed through this instrument.

Mayor William A. Cole, City of Billings

ATTEST: _____
Denise R. Bohlman, City Clerk

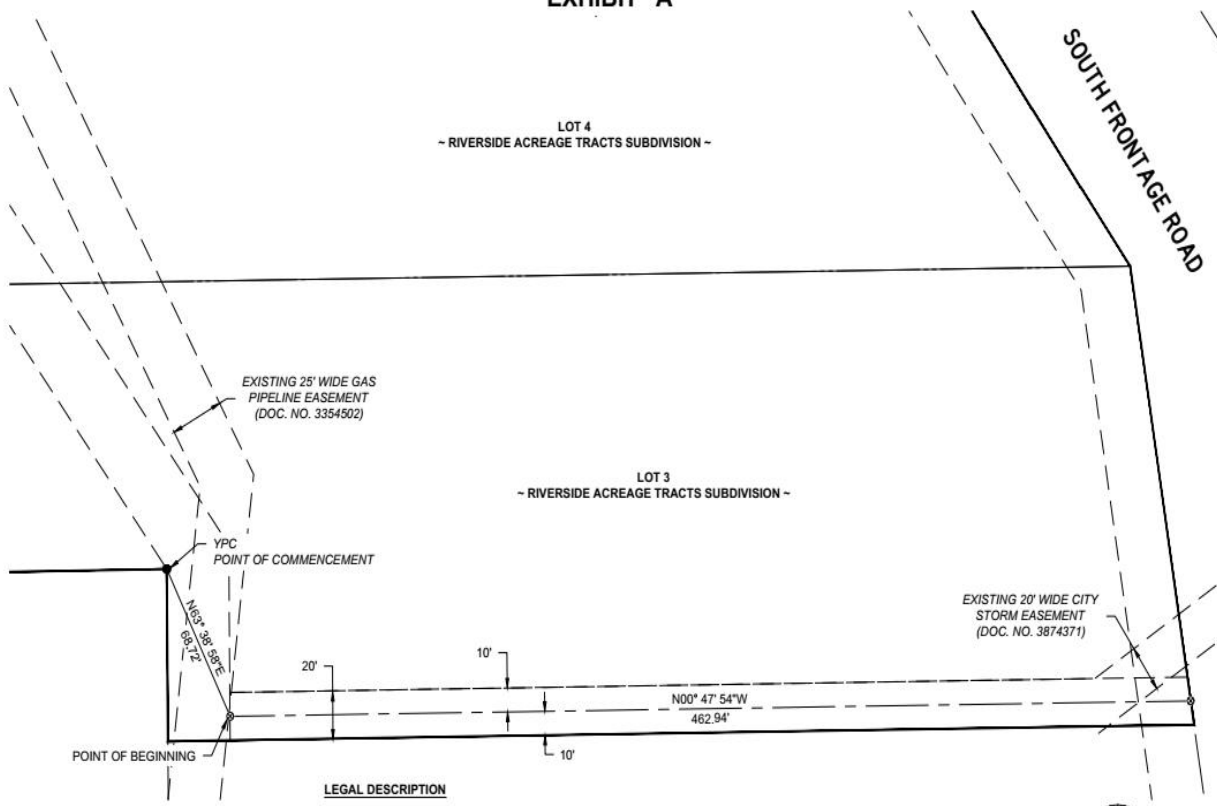
STATE OF MONTANA)
 :SS
County of Yellowstone)

On this ____ day of _____, 20 ____, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk of Billings, respectively, and acknowledged to me that they executed the foregoing instrument.

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

Notary Public in and for the State of Montana

EXHIBIT "A"

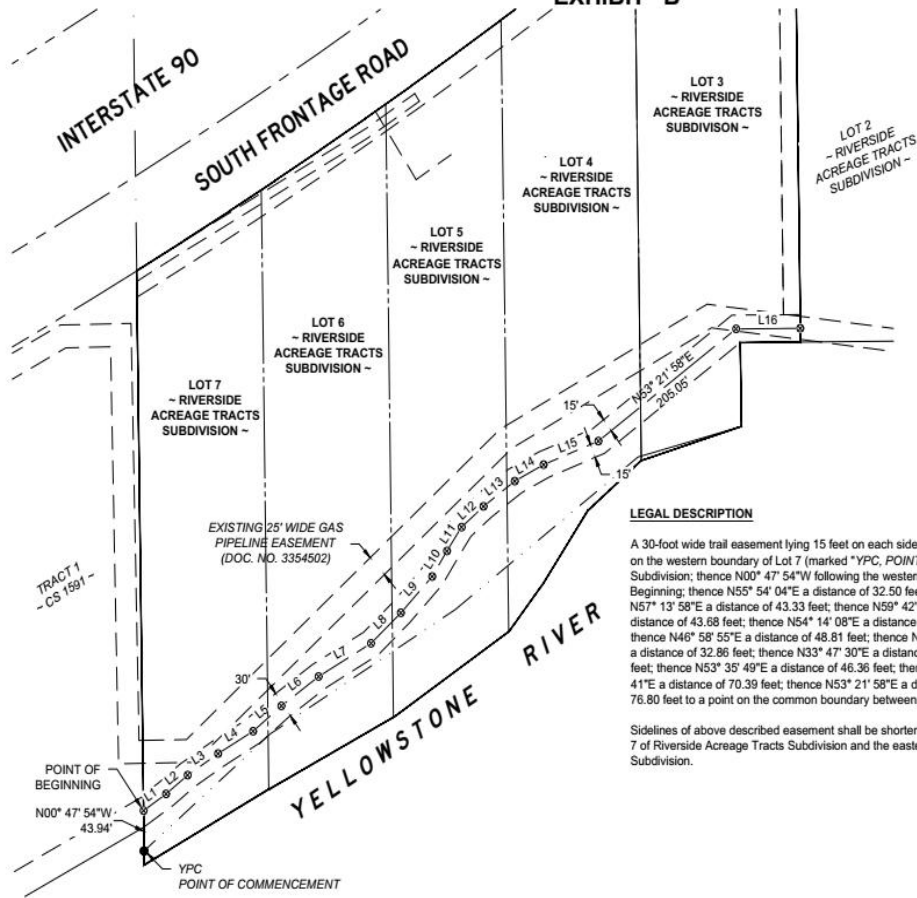


LEGAL DESCRIPTION

A 20-foot wide trail easement lying 10 feet on each side of the following described centerline commencing at a found corner on the south boundary of Lot 3 (marked "YPC, POINT OF COMMENCEMENT") of Riverside Acreage Tracts Subdivision; thence N63° 38' 58"E a distance of 68.72 feet to the Point of Beginning; thence N00° 47' 54"W a distance of 462.94 feet to a point on the northern boundary of Lot 3.

Sidelines of above described easement shall be shortened or extended to intersect with the northern boundary of Lot 3 of Riverside Acreage Tracts Subdivision, and the northern boundary of a 30-foot wide trail easement filed under Doc. No. _____.

EXHIBIT "B"

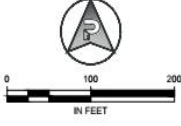


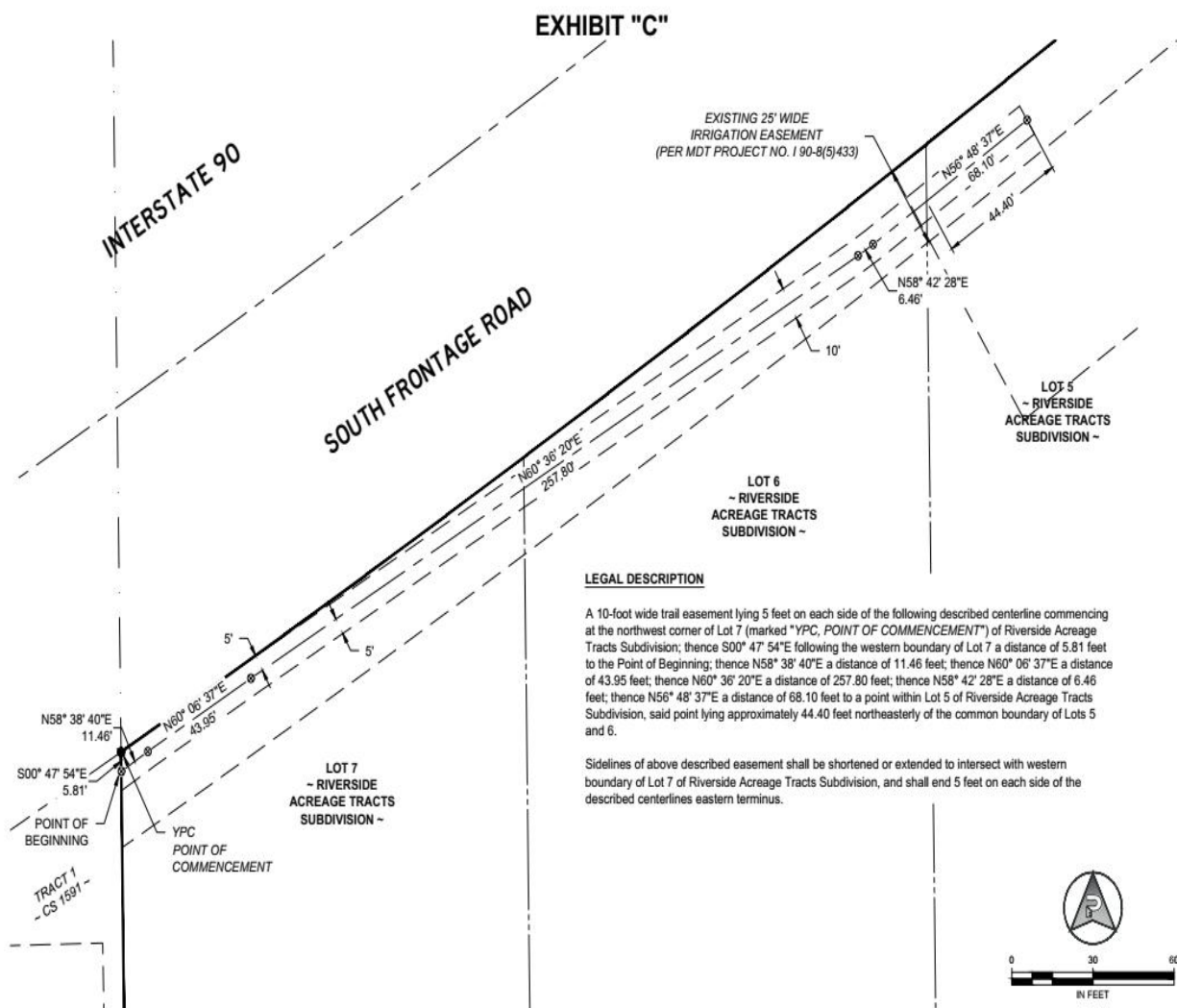
| Easement Centerline Table | | |
|---------------------------|--------|---------------|
| Line # | Length | Direction |
| L1 | 32.50 | N55° 54' 04"E |
| L2 | 32.85 | N51° 28' 26"E |
| L3 | 43.33 | N57° 13' 58"E |
| L4 | 48.41 | N59° 42' 59"E |
| L5 | 43.68 | N50° 46' 34"E |
| L6 | 54.85 | N54° 14' 08"E |
| L7 | 72.34 | N60° 00' 48"E |
| L8 | 48.81 | N46° 58' 55"E |
| L9 | 54.49 | N43° 25' 00"E |
| L10 | 32.86 | N32° 24' 32"E |
| L11 | 31.44 | N33° 47' 30"E |
| L12 | 34.62 | N49° 14' 03"E |
| L13 | 46.36 | N53° 35' 49"E |
| L14 | 38.93 | N62° 30' 07"E |
| L15 | 70.39 | N68° 33' 41"E |
| L16 | 76.80 | N89° 32' 03"E |

LEGAL DESCRIPTION

A 30-foot wide trail easement lying 15 feet on each side of the following described centerline commencing at a point on the western boundary of Lot 7 (marked "YPC, POINT OF COMMENCEMENT") of Riverside Acreage Tracts Subdivision; thence N00° 47' 54"W following the western boundary of Lot 7 a distance of 43.94 feet to the Point of Beginning; thence N55° 54' 04"E a distance of 32.50 feet; thence N51° 28' 26"E a distance of 32.85 feet; thence N57° 13' 58"E a distance of 43.33 feet; thence N59° 42' 59"E a distance of 48.41 feet; thence N50° 46' 34"E a distance of 43.68 feet; thence N54° 14' 08"E a distance of 54.85 feet; thence N60° 00' 48"E a distance of 72.34 feet; thence N46° 58' 55"E a distance of 48.81 feet; thence N43° 25' 00"E a distance of 54.49 feet; thence N32° 24' 32"E a distance of 32.86 feet; thence N33° 47' 30"E a distance of 31.44 feet; thence N49° 14' 03"E a distance of 34.62 feet; thence N53° 35' 49"E a distance of 46.36 feet; thence N62° 30' 07"E a distance of 38.93 feet; thence N68° 33' 41"E a distance of 70.39 feet; thence N53° 21' 58"E a distance of 205.05 feet; thence N89° 32' 03"E a distance of 76.80 feet to a point on the common boundary between Lots 2 and 3 of Riverside Acreage Tracts Subdivision.

Sidelines of above described easement shall be shortened or extended to intersect with the western boundary of Lot 7 of Riverside Acreage Tracts Subdivision and the eastern boundary of Lot 3 of Riverside Acreage Tracts Subdivision.





LEGAL DESCRIPTION

A 10-foot wide trail easement lying 5 feet on each side of the following described centerline commencing at the northwest corner of Lot 7 (marked "YPC, POINT OF COMMENCEMENT") of Riverside Acreage Tracts Subdivision; thence S00° 47' 54"E following the western boundary of Lot 7 a distance of 5.81 feet to the Point of Beginning; thence N58° 38' 40"E a distance of 11.46 feet; thence N60° 06' 37"E a distance of 43.95 feet; thence N60° 36' 20"E a distance of 257.80 feet; thence N58° 42' 28"E a distance of 6.46 feet; thence N56° 48' 37"E a distance of 68.10 feet to a point within Lot 5 of Riverside Acreage Tracts Subdivision, said point lying approximately 44.40 feet northeasterly of the common boundary of Lots 5 and 6.

Sidelines of above described easement shall be shortened or extended to intersect with western boundary of Lot 7 of Riverside Acreage Tracts Subdivision, and shall end 5 feet on each side of the described centerlines eastern terminus.

