

## PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this \_\_\_ day of \_\_\_\_\_, 20\_\_, the undersigned,

Torgerson's Real Estate Holdings, LLC, of 4701 River Drive North, Great Falls, MT 59405, hereinafter called "Grantor", 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 (ATTACH drawing of property describing easement):

**A 30-foot wide public multi-use trail easement lying 15-feet on each side of the following described centerline beginning at a point located on the west boundary of Tract 1A of Certificate of Survey No. 1596, said point being located N0° 49' 59"W a distance of 18.93 feet from the found Witness Corner; thence N70° 12' 50"W a distance of 333.29 feet; thence N77° 38' 15"W a distance of 482.76 feet; thence N51° 31' 18"W a distance of 232.49 feet; thence N31° 40' 17"W a distance of 70.02 feet to a point on the eastern easement boundary for Washington Street.**

**Sidelines of above-described easement shall be shortened or extended to intersect with the east easement boundary for Washington Street (County Road Petition #58) and the western boundary of Tract 1A of Certificate of Survey No. 1596.**

This Perpetual easement to Grantee is 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.

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. 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.

4. 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.

5. If the river bank is armored in the future, and approved by a Professional Engineer and City Engineering, Grantor can request that easement be located closer to the river bank.



**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, City of Billings

ATTEST: \_\_\_\_\_  
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 30-foot wide trail easement lying 15-feet on each side of the following described centerline beginning at a point located on the west boundary of Tract 1A of Certificate of Survey No. 1596, said point being located  $N0^{\circ}49'59"W$  a distance of 18.93 feet from the found Witness Corner; thence  $N70^{\circ}12'50"W$  a distance of 333.29 feet; thence  $N77^{\circ}38'15"W$  a distance of 482.76 feet; thence  $N51^{\circ}31'18"W$  a distance of 232.43 feet; thence  $N31^{\circ}40'17"W$  a distance of 70.02 feet to a point on the eastern easement boundary for Washington Street.

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