

Return To:

City of Billings – Engineering Division
316 N 26th Street
5th Floor
Billings, MT 59101

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 19th day of May, 2025, the undersigned,

Cal Konkel, being a duly authorized representative of **Big Island LLC** of 2729 Aspen Way, Billings, MT 59106, the address of 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 included Exhibit A, more particularly described as follows, to-wit:

Commencing at the northwest corner of Lot 1-A of the Amended Plat of Lots 1, 3, and 4, Block 1, Western Subdivision, being situated in the NW ¼ of Section 15, Township 1 South, Range 25 E, P.M.M., Yellowstone County, Montana, being the Point of Beginning; thence S89° 31' 34"E a distance of 19.28 feet along the northern boundary of said Lot 1-A; thence S00° 09' 04"E a distance of 238.77 feet; thence a distance of 97.14 feet along a curve to the right having a chord bearing of S11° 27' 46"W and radius being 239.30 feet to a point being on the west boundary line of said Lot 1-A; thence N00° 07' 34"W a distance of 333.48 feet back to the Point of Beginning. As depicted in attached Exhibit A.

Said area containing 5,850 square feet (0.134 acres), more or less.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing public roadway, curb and gutter, and sidewalk, 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 improvements.

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

EXHIBIT A

