

PERPETUAL RIGHT-OF-WAY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, on this _____ day of _____, 20___, the undersigned owners, hereinafter called “Grantors”, do 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, being a portion of Block 81 of Billings Original Townsite, more particularly described as follows, to-wit:

A new “20’ WIDE UTILITY EASEMENT” with the centerline located as follows: Beginning at the north common corner of Lot 1A and Lot 2A, Block 81, of the “Amended Plat of Lots 1-24, Block 81, Billings Original Townsite” as recorded under document # _____ at the office of the Clerk and Recorder of Yellowstone County, Montana, thence S 34 degrees 36’ 30” E a distance of 108 feet to the point of commencement at the south common corner of said Lot 1A and Lot 2A, Block 81, of said “Amended Plat of Lots 1-24, Block 81, Billings Original Townsite, containing an area of 2160 square feet.

Said 20’ WIDE UTILITY EASEMENT can also be described as the north 108 feet of the 20’ wide alley of Block 81 of the “Plat of the Town of Billings”, as recorded under document #16312 at the office of the Clerk and Recorder of Yellowstone County, Montana.

This Perpetual easement to Grantee is for the purpose of constructing, reconstructing, maintaining, operating, servicing, repairing and replacing sanitary sewers and storm water drainage 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 sanitary sewers and storm water drainage lines and appurtenances, and adding additional 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.
3. 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.

4. 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 sanitary sewers and storm water drainage 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.

5. 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 sanitary sewers and storm water drainage 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.

6. 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.

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

Owner:

Lot 1A and 2A, Block 81, of the Amended Plat of Lots 1-24, Block 81, Billings Original Town

MBA Properties, LLC

By: _____

Title: _____

STATE OF _____)

:ss

County of _____)

On this ____ day of _____, 20__ , before me, the undersigned Notary Public for the State of _____, personally appeared _____, known to me to be the persons who signed the forgoing instrument as _____ of MBA Properties, LLC, and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of _____

ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE

The Mayor and City Council of the City of Billings acknowledges receipt of this deed 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 Notarial seal the day and year hereinabove written.

Notary Public in and for the State of _____

EXHIBIT "A"

NEW 20-FOOT WIDE UTILITY EASEMENT

