

SANITARY SEWER PIPELINE AND ACCESS EASEMENT AND AGREEMENT

_____, the GRANTOR(S), in consideration of one dollar and other good and valuable consideration, receipt of which is acknowledged, grant(s) to the City of Bozeman GRANTEE, its successors and assigns, a perpetual easement to lay, construct and maintain approximately 2,650 feet (sewer) pipelines with the usual manholes, connections, accessories, and appurtenances for the purpose of transmitting wastewater in, through, and across a strip of land situated in Gallatin County, Montana, thirty (30) feet wide to be located on the following described real property:

BEING ON A PORTION OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 15, AND THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 5 EAST, PRINCIPAL MERIDIAN MONTANA, GALLATIN COUNTY, MONTANA

The easement is more particularly described on the attached Exhibits which by this reference are made a part hereof.

This grant includes the right of the GRANTEE, its successors, permittees, licensees, and assigns and its and their agents and employees, to enter at all times upon the above-described land by using existing roads or trails or otherwise by a route causing the least damage and inconvenience to the GRANTOR(S) in order to survey and establish the route and location of the easement and the pipeline and to:

- (1) Construct, operate, patrol, repair, substitute, remove, enlarge, replace, and maintain the pipeline, services, connections, accessories and appurtenances;
- (2) Trim, remove, destroy, or otherwise control any trees and brush inside or outside the boundaries of the easement which may, in the opinion of the GRANTEE, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the pipeline;
- (3) Grade the land subject to this easement and extend the cuts and fills of this grading into and on the land adjacent to that which is subject to this easement to the extent GRANTEE may find reasonably necessary; and
- (4) Support the pipeline across ravines and water courses with structures which GRANTEE deems necessary.

THE GRANTEE AGREES:

- (1) That, in connection with the construction, operating, patrolling, repairing, substituting, removing, enlarging, replacing, and maintaining of said water pipeline, it will repair or replace, at its sole expense, or pay to GRANTOR(S) the reasonable value of any damages to growing crops, existing fences, ditches, and other appurtenances of said land that may be disturbed by its operation.
- (2) That, during operations involving excavation, it will remove the topsoil from the trenched area to a depth of one foot, or to the full depth of the topsoil, whichever is less, and stockpile said top soil for replacement over the trench. It will remove from the site any large rocks or surplus excavating material or any debris that may have been exposed by the excavation and remains after backfilling is completed. And, it will leave the finished surface in substantially the same condition as existed prior to the beginning of operations except that the surface of backfilled areas may be mounded sufficiently to prevent the formation of depressions after final settlement has taken place.

THE GRANTOR(S) AGREES:

- (1) At no time will they build, construct, erect or maintain any permanent structure within the boundaries of said easement without the prior written consent of GRANTEE.
- (2) At no time will they modify the finished grade of the land over the pipeline by removal of existing soil or by placement of fill material within the boundaries of said easement without the prior written consent of the GRANTEE.
- (3) The GRANTOR(S) warrants that they are lawfully seized and possessed of the real property described above, that they have a lawful right to convey the property, or any part of it, and that they will forever defend the title to this property against the claims of all persons.

- (4) The GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTOR(S). The terms, covenants and provisions of this easement and agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

DATED this _____ day of _____, 2_____.

GRANTOR

INDIVIDUAL

STATE OF MONTANA)
) ss.
County of Gallatin)

On this ____ day of _____, 2____, before me the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)
Residing at _____
My Commission Expires ____/____/20____

CORPORATE

STATE OF MONTANA)
) ss.
County of Gallatin)

On this ____ day of _____, 2____, before me the undersigned, a Notary Public for the State of Montana, personally appeared, _____, known to me to be the _____ of _____ and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)
Residing in _____
My Commission Expires ____/____/20____

ACCEPTED:

CITY OF BOZEMAN
by its _____

ATTEST:

Clerk of the City Commission

STATE OF MONTANA)
) ss.
County of Gallatin)

On this ____ day of _____, 2____, before me, a Notary Public for the State of Montana, personally appeared CHRIS A. KUKULSKI and ROBIN L. SULLIVAN, known to me to be the City Manager and Clerk of the City Commission for the City of Bozeman and the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of the City of Bozeman.

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

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at Bozeman, Montana

My Commission Expires: ___/___/20___