

Return to:
Interstate Engineering, Inc.
PO Box 648
Sidney, MT 59270-0648

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this _____ day of _____, 2016, by and between _____, hereinafter referred to as "Grantor", and City of Sidney, a municipal corporation within Richland County, Montana, and as such, a political subdivision of the State of Montana, whose address is 115 2nd Street SE, Sidney, MT 59270, Grantee; hereinafter referred to as "Grantee".

WHEREAS, Grantor is the owner in fee simple of the following described real property located in Richland County, Montana:

TOWNSHIP 23 NORTH, RANGE 59 EAST, MONTANA PRINCIPLE MERIDIAN
Section 28: SW $\frac{1}{4}$ NE $\frac{1}{4}$
Within Deed Book A94, Page 275, Document No. 279986

WHEREAS, the Grantee wishes to establish a water and/or sewer pipeline hereinafter referred to as "pipeline" through the real property owned by Grantor.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollar and other valuable consideration (\$1.00 and ovc) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, transfer, and convey unto the Grantee, Grantee's, successors and assigns, a permanent, perpetual easement running with the land for the aforesaid purposes, including the right of ingress and egress, upon, over, through, and across said property, in a place which meanders upon, over, through and across real property owned by Grantor, as more fully shown in the attached exhibit describing the easement premises, to serve and benefit and afford water and/or sewer access to the real property owned by Grantee.

As additional consideration for the easement granted herein by Grantor to Grantee, Grantee hereby covenants and agrees that they shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by the exercise of any of the rights granted unto Grantee by this instrument, his heirs, successors, devisees or assigns, and the rights of ingress and egress or by any wrongful or negligent act or omission of or by their agents or employees in the course of their employment.

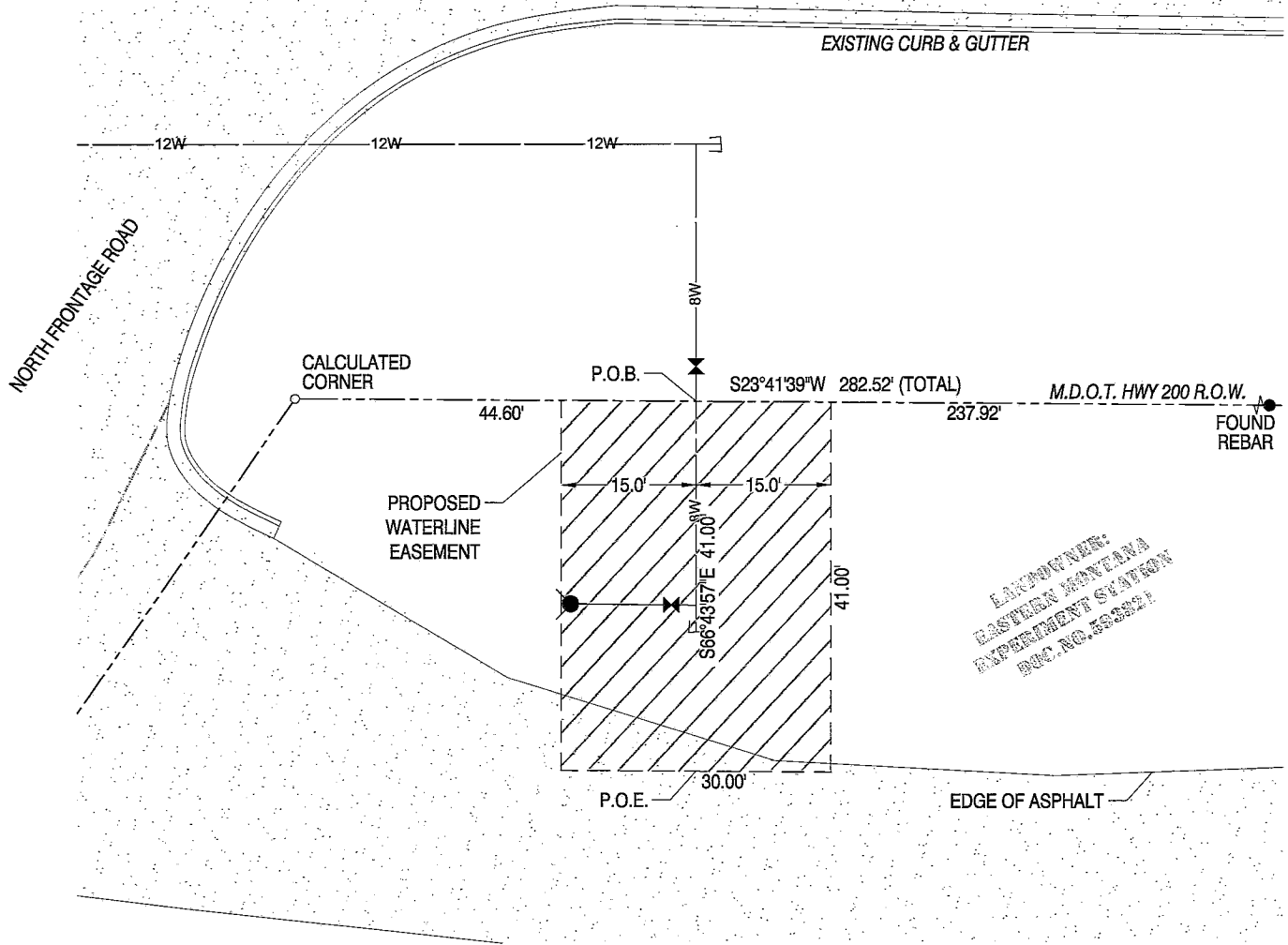
Grantor reserves the right to use the strip for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument; provided that Grantor may not erect or construct any building or other structure or drill or operate any well, or construct any other obstruction on the strip.

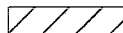
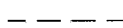
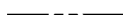
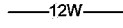




This easement is appurtenant to Grantee's real property described above and is a permanent, perpetual easement and right-of-way for purposes aforesaid that runs with the land upon, over, through, and across Grantor's above-described real property, as shown on the attached exhibit, for the purpose of ingress and egress across Grantor's above-described real property to Grantee's above-described real property. The Grantee, and Grantee's, successors, and assigns, shall hold this easement and right-of-way as an easement appurtenant to Grantee's above-described real property. Grantee, and Grantee's, successors, and assigns, shall maintain the easement premises in good repair and maintenance.

The considerations hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, the Grantor's successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the successors, heirs, assigns, and personal representatives of the parties hereto.

WATERLINE EASEMENT EXHIBIT

WITHIN DEED BOOK A161, PAGE 612, DOC.NO. 593821
NE1/4, SECTION 28, T23N, R59E, M.P.M.
SIDNEY, RICHLAND COUNTY, MONTANA



-  PROPOSED WATERLINE EASEMENT
-  PROPOSED EASEMENT
-  PROPERTY LINES
-  PROPOSED WATERLINE
-  P.O.B. - POINT OF BEGINNING
-  P.O.E. - POINT OF ENDING
-  M.D.O.T. - MONTANA DEPARTMENT OF TRANSPORTATION
-  R.O.W. - RIGHT-OF-WAY



Scale 1" = 20 ft

WATERLINE EASEMENT CENTERLINE DESCRIPTION

A strip of land 30.00 feet in width located within the NE1/4 of Section 28, T23N, R59E; City of Sidney, Richland County, Montana.

Beginning at a found rebar on the Easterly right-of-way of Montana State Highway 200; thence S23°41'39"W a distance of 237.92 feet to the centerline of the proposed Waterline Easement, the Point of Beginning; thence S66°43'57"E a distance of 41.00 feet to the Point of Ending.

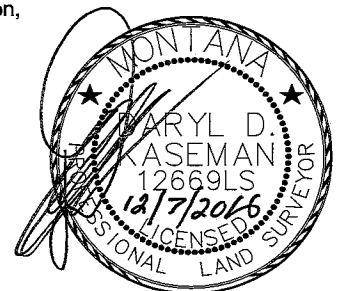
Said easement contains 1230 sq. ft more or less. Said Waterline Easement is 30.00' x 41.00'.

SURVEYOR'S CERTIFICATE

I, Daryl D. Kaseman, a Professional Land Surveyor, licensed in the State of Montana, do hereby certify that the survey shown on the attached Waterline Easement Exhibit was performed by me or under my direct supervision, as commissioned by City of Sidney. The field survey was completed in September, 2016, and the monuments found and set are of the character shown hereon.

Dated this 7th day of December, 2016


Daryl D. Kaseman, Montana Professional Land Surveyor, License No. 12669LS
Interstate Engineering, Inc.
P.O. Box 648, Sidney, Montana 59270



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A SHEET NO.	INTERSTATE ENGINEERING Professionals you need, people you trust	Interstate Engineering, Inc. P.O. Box 648 425 East Main Street Sidney, Montana 59270 Ph (406) 433-5617 Fax (406) 433-5618 www.interstateeng.com <small>Other offices in Minnesota, North Dakota and South Dakota</small>	EASEMENT EXHIBIT CITY OF SIDNEY NORTH FRONTAGE ROAD WATER IMPROVEMENTS RICHLAND COUNTY, MONTANA																		
			Drawn By: <u>J.D.M.</u>	Project No.: <u>S16-00-105</u>	Checked By: <u>D.D.K.</u>	Date: <u>DEC. 2, 2016</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Revision No.</th> <th>Date</th> <th>By</th> <th>Description</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Revision No.	Date	By	Description									
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