

Return to:
City of Missoula
435 Ryman
Missoula, Montana 59802

PUBLIC RIGHT-OF-WAY EASEMENT

Geocode:
SUID:

THIS CONVEYANCE is made as of this ____ day of _____, 20____

by and between _____, with the address of _____, (**“Grantor”**), and the City of Missoula, a municipal corporation organized pursuant to the laws of the State of Montana, whose address is 435 Ryman Street, Missoula, MT 59802 (**“Grantee”**).

KNOW ALL MEN BY THESE PRESENTS THAT Grantor, owner of the property legally described as: (Legal Description Below)

does hereby grant and convey to Grantee an exclusive Public Right-of-Way Easement to operate and maintain a public roadway and other right-of-way usages over, upon and across a portion of the Property. Said easement over and across the Property being more particularly shown on Exhibit A, which is by this reference made a part hereof (the “Easement Area”).

TO HAVE AND TO HOLD the above described Public Right-of-Way Easement subject to the following terms and conditions:

Grantee Rights. The Easement shall include the right, privilege, and authority of Grantee to construct, install, maintain, repair, operate, and replace roadway and transportation infrastructure in the Easement Area, along with the right to install, construct, operate, repair, and maintain, or permit others to do the same, public and private utilities upon, over, under and across the Easement Area. This Easement shall also include the right of Grantee to provide regulatory enforcement of applicable state and local laws within the Easement Area.

Grantor Obligations. Grantor agrees to maintain any curb, sidewalk, and boulevard in the right-of-way in accordance with City of Missoula Municipal Codes. Grantor agrees not to build any kind of permanent structure on the Property that will prevent access to the Easement Area for maintenance purposes.

Grantee Obligations. Grantee agrees to supply all materials, labor and equipment to maintain and repair the herein described right-of-way pavement surface (excluding street reconstruction) and provide sweeping and snow removal consistent with municipal services provided to other residential and commercial areas of municipal right-of-way. The Grantee agrees that future reconstruction of the herein described right-of-way street surfaces will be provided in a similar manner as provided throughout the remainder of the City of Missoula right-of-ways. The Grantee agrees to provide regulatory enforcement of the usage of this public right-of-way in accordance with City of Missoula Municipal Codes applicable to public right-of-ways.

Warranty. The Grantor acknowledges that they are the lawful owner(s) and seized of the real property over which and upon the easement described herein are granted, and that they have good and lawful right and authority to grant said easement.

Binding Effect. This grant of Easement, which shall be recorded at the Missoula County Clerk and Recorder’s office, is binding upon the heirs, executors, personal representatives, assigns and successors of the parties hereto and shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of _____, 20____.

Property Owner Signature (Grantor)

Printed Name

STATE OF _____)
County of _____) ss.

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____, as an authorized representative of _____.

(Stamp)

Notary Signature

CITY OF MISSOULA ACCEPTANCE

This easement is accepted and its terms and conditions agreed to by the City of Missoula on this

day of _____, 20____. ATTEST:

APPROVAL:

Clarie Trimble, City Clerk

Andrea Davis, Mayor

(Stamp)