

After Filing Return to:  
City Clerk  
435 Ryman St.  
Missoula, MT 59802

## DRAINAGE EASEMENT

Property Geocode: \_\_\_\_\_

THIS EASEMENT AGREEMENT (“**Agreement**” or “**Easement Agreement**”) 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 (“**City**”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Grant of Easement.** Grantor hereby grants and conveys unto the City, a permanent non-exclusive easement (“Easement”) over and along the full width and length of the premises described as follows, to-wit:

See Exhibit A attached, which is hereafter referred to as “Easement Area” and is as shown on the attached map as Exhibit B.

**2. Permanent Easement.** The Easement shall include the right, privilege, and authority of Grantee to:

- A. Construct, build, excavate, install, patrol, operate, maintain, repair, replace, and inspect a drainage or floodway facility or facilities within said Easement Area, with all appurtenances incident thereto or necessary therewith, for the purpose of carrying, detaining, conveying, cleaning, or protecting storm or surface waters, and for similar uses in, under, over, across, and through the Easement Area. As used herein, drainage facility includes natural drainage facilities, constructed drainage facilities, and any combination thereof;
- B. Plant, install, establish, maintain, remove, and replace vegetation as necessary within the Easement Area;
- C. Remove from the Easement Area any vegetation, buildings, structures, fences, fill, or other materials or obstructions, or appurtenances attached to or connected therewith, for any reason; and

D. The right of ingress and egress in, under, over, across, and through the Easement Area at any and all times for any purpose. Grantor shall at all times upon reasonable notice from Grantee remove any surface obstructions or open gates which would otherwise prevent ingress or egress by Grantee.

**3. Prohibited Activities.** The Grantor is prohibited from engaging in any activity within the Easement Area, or use of the Easement Area, or allowing another to engage in or use the Easement Area, in any manner inconsistent with the purposes of this Easement or detrimental to the Grantee's use of the Easement, including but not limited to:

- A. Excavating, filling, disturbing, damaging, or removing vegetation from the Easement Area without the prior express written consent of Grantee.
- B. Placing, installing, or constructing any buildings, structures, fences, fill, plantings, or other materials or obstructions without the prior express written consent of Grantee.

**4. No Waiver of Grantee's Rights.** Failure of Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by the Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.

**5. Restoration.** Grantee, upon the initial construction and upon each and every occasion that the easement is used, shall restore the premises of Grantor to as good a condition as they were prior to any such installation or work, including the restoration of pavements, gravel areas, topsoil, and lawn.

**6. No Use by the Public.** This Easement is personal to the City for the purposes described above. Nothing in this Easement should be construed to allow public access or recreation rights.

**7. Easement and Agreements Run with the Land.** This Easement, and the covenants and agreements contained in this Easement, shall run with the land and inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

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[Grantor Printed Name]

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Date

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[Grantor Signature]

STATE OF \_\_\_\_\_ )  
:ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Printed Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

## CITY ACCEPTANCE:

The City of Missoula, a Municipal Corporation, located in Missoula County, Montana, hereby accepts the grant of real property described herein.

APPROVED:

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Andrea Davis, Mayor

ATTEST: \_\_\_\_\_  
Claire Trimble  
City Clerk

(Stamp)