

Return to: City of Missoula  
435 Ryman Street  
Missoula, MT 59802

202127632 B: 1066 P: 762 Pages: 6 Fees: \$48.00  
11/02/2021 02:01:43 PM Easement  
Tyler R. Gernant, Missoula County Clerk & Recorder  
eRecording

## BICYCLE & PEDESTRIAN PUBLIC ACCESS & UTILITY EASEMENT

Parcel Geocode Numbers: (04-2200-21-3-34-03-0000 & 04-2200-21-3-34-02-0000)

**THIS CONVEYANCE**, made this 10<sup>th</sup> day of September, 2021, by and between Bricks and Spurs LLC, Kelly P. Scariano, Franklin Scariano, and Sherpa Properties Limited Liability Company, as property owners and parties of the first part, **Grantors**, and the City of Missoula, a municipal corporation organized pursuant to the laws of the State of Montana and party of the second part, **Grantee**.

**KNOW ALL MEN BY THESE PRESENTS THAT** Bricks and Spurs LLC, Kelly P. Scariano, and Franklin Scariano, owners of the property described as Tract A of Certificate of Survey No. 6685, including a portion of the right-of-way of S. Second Street north of its centerline (Area 1, Exhibit "A"), vacated per City of Missoula Resolution No. 3521, on file and of record in Missoula County, Montana, AND Sherpa Properties Limited Liability Company, owner of the property described as Lots 1, 2, and 3 of Block 85 Knowles Addition No. Three including a portion of the right-of-way of S. Second Street south of its centerline (Area 2, Exhibit "A"), vacated per said Resolution No. 3521, do hereby grant and convey, subject to the conditions and limitations herein set forth, to the Grantee a Bicycle & Pedestrian Public Access Easement & Public Utility Easement over, upon and across those portions of the hereinabove described real property as shown on Exhibit "A" attached hereto and by this reference incorporated herein.

**TO HAVE AND TO HOLD**, the same unto the said Grantee, together with all the rights and privileges incident to the use and enjoyment thereof.

This Easement is conveyed to Grantee, its successors and assigns, in perpetuity to use in common with Grantors, and his/her/its successors and assigns, subject to the terms, provisions, and conditions described below:

1. **Purpose.** The easement is for the construction of a trail for public pedestrian, bicycle, and electric assist bicycle (e-bike) use, and motorized use as needed for accessibility under the Americans with Disabilities Act, emergency access, maintenance, or other applicable laws or regulations. The easement is also for the construction and maintenance of utility lines, including, but not limited to public

utility main lines and services for sanitary and storm sewer, water, electric, gas, and communications.

2. Use. Grantee is granted the right to go over, upon, under, and across the land encumbered by the Easement and to maintain, improve, repair, replace, and remove (collectively "construct") improvements and utility lines thereon. The public is granted the right to travel over, upon, and across the land encumbered by the Easement. All use shall be in compliance with applicable statutes, ordinances, and regulations, including, without limitation, applicable zoning.
3. Restriction of Access. Grantee, in its discretion, may restrict or prohibit access to the Easement from time-to-time for special events or to construct improvements. Except in cases of emergency, as a courtesy to Grantors, Grantee will give seven (7) days advance written notice of any temporary closure lasting longer than twenty-four hours.
4. Construction, Operation, and Maintenance. Grantee shall construct all improvements within the Easement and agrees to maintain said public access and utility easement area in accordance with City of Missoula Municipal Codes. The Grantors agree not to build any kind of permanent structure which will prevent public access and utilities to the easement, impede the use of the trail, or pose a safety risk to the users of the trail. The Grantee agrees to provide regulatory enforcement of the usage of this bicycle and pedestrian public access and utility easement in accordance with City of Missoula Municipal Codes applicable to public rights-of-way.


The Grantors acknowledges that they are the lawful owners and seized of the real property upon and over which the easement described herein is 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.

**GRANTORS:**

**Bricks and Spurs LLC**

BY:   
**Michael D. Morgan**

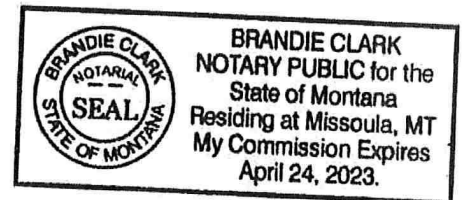
ITS: Managing Member

State of Montana     )  
                                  )ss  
County of Missoula    )

This instrument was acknowledged before me on 09/10/2021 by  
MICHAEL D. MORGAN acting as MANAGING MEMBER of Bricks and  
Spurs LLC.

SS   
Notary Signature

Printed Name: MICHAEL D. MORGAN  
Managing Member of Bricks and Spurs LLC



Kelly P Scariano  
Kelly P. Scariano,

f. Scariano  
Franklin Scariano

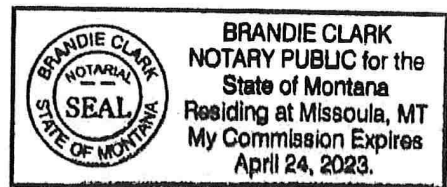
State of Montana )  
 )ss  
County of Missoula )

This instrument was acknowledged before me on 09/13/2021, by Kelly P. Scariano.

SS

Brandie Clark  
Notary Signature

Printed Name: KELLY P. SCARIANO



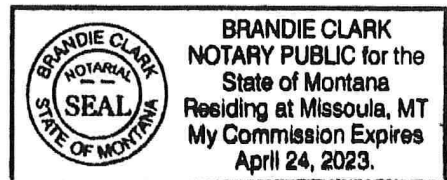
State of Montana )  
 )ss  
County of Missoula )

This instrument was acknowledged before me on 09/13/2021, by Franklin Scariano.

SS

Brandie Clark  
Notary Signature

Printed Name: FRANKLIN SCARIANO



Sherpa Properties LLC

BY:

Matt Skousen

ITS: President

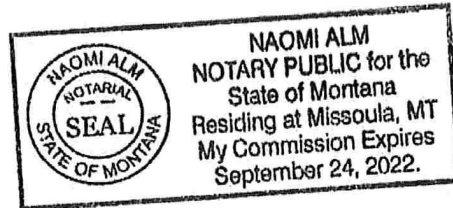
State of Montana )  
County of Missoula )ss

This instrument was acknowledged before me on 9/16/2021, by Matt Skousen, acting as President of Sherpa Properties LLC.

SS

Naomi Alm  
Notary Signature

Printed Name: Matt Skousen  
President of Sherpa Properties LLC



### CITY OF MISSOULA ACCEPTANCE

This easement is accepted and its terms and conditions agreed to by the City of Missoula on this 28th day of October, 2021.

ATTEST:

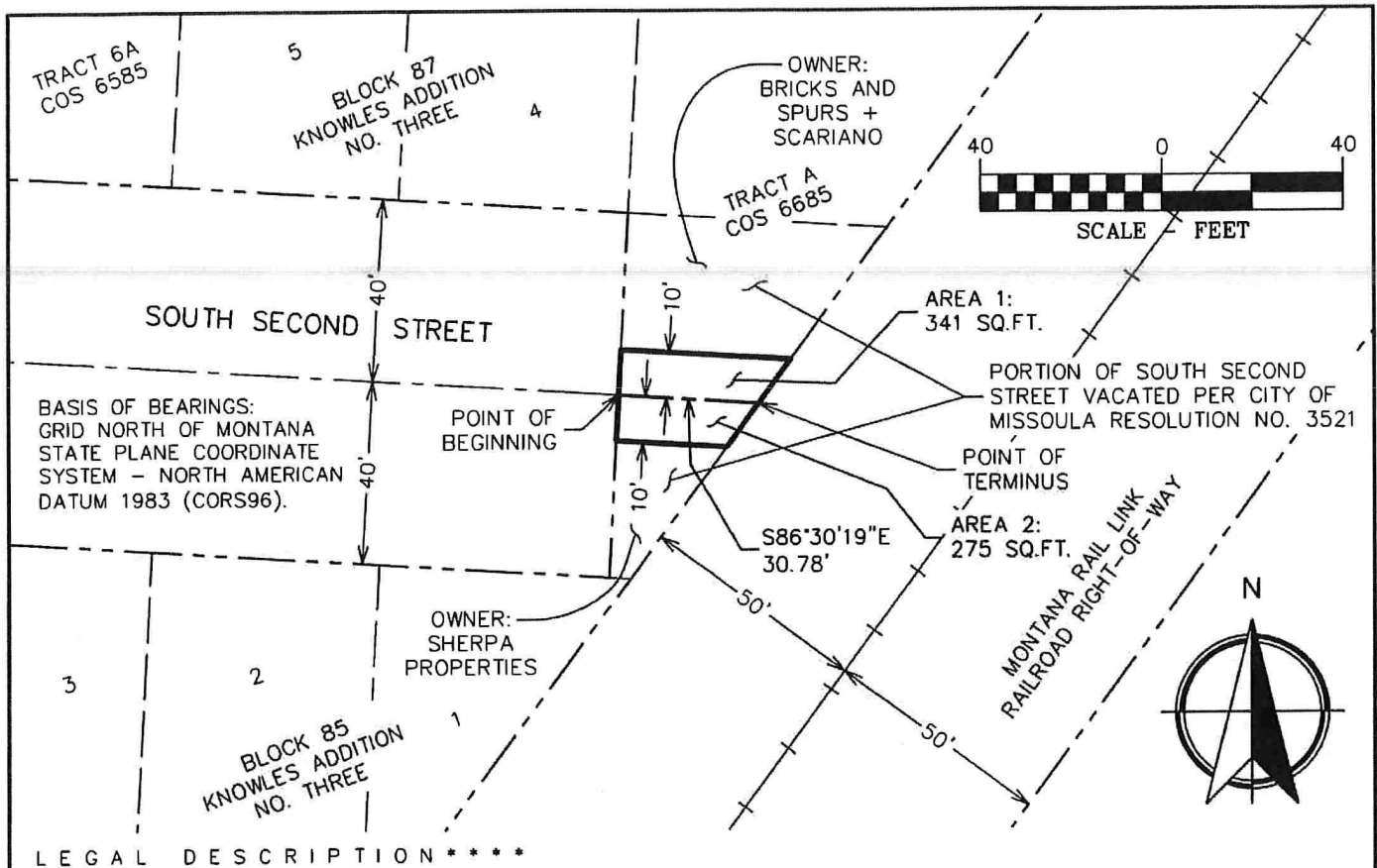
APPROVAL:

Martha L. Rehbein  
Marty Rehbein (Nov 1, 2021 12:19 MDT)  
Martha L. Rehbein, CMC  
City Clerk

John Engen  
T (Oct 27, 2021 12:44 MDT)  
John Engen  
Mayor

(SEAL)





A STRIP OF LAND 20.00 FEET WIDE BEING A PORTION OF THE VACATED PORTION OF SOUTH SECOND STREET PER MISSOULA RESOLUTION NO. 3521, ON FILE AND OF PUBLIC RECORD IN MISSOULA COUNTY, MONTANA; LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; SAID STRIP OF LAND LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT A OF CERTIFICATE OF SURVEY NO. 6685, ON FILE AND OF PUBLIC RECORD IN MISSOULA COUNTY, MONTANA; THENCE S 86°30'19" E, 30.78 FEET TO A POINT ON THE NORTHWESTERLY LINE OF MONTANA RAIL LINK RAILROAD RIGHT-OF-WAY TO THE POINT OF TERMINUS OF SAID CENTERLINE; THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH SECOND STREET AND THE NORTHWESTERLY LINE OF MONTANA RAIL LINK RAILROAD RIGHT-OF-WAY; CONTAINING 616 SQUARE FEET, MORE OR LESS.

SURVEYOR'S STATEMENT \*\*\*\*\*

THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION.

*Kirk F. Adkins*

03/04/2021  
DATE

KIRK F. ADKINS, P.L.S.  
MONTANA LICENSE NO. 16734LS  
FOR WGM GROUP, INC.



UNLESS SIGNED, SEALED, AND DATED, THIS IS  
A PRELIMINARY OR UNOFFICIAL DOCUMENT AND  
CANNOT BE RELIED UPON IN WHOLE OR PART.

EXHIBIT "A"  
LOCATED IN THE SW 1/4 OF SECTION 21,  
T. 13 N., R. 19 W., P.M., M.  
MISSOULA, MONTANA



WGM GROUP  
WWW.WGMGROUP.COM

PROJECT: 20-09-01  
FILE No: 200901\_ease-leg.dwg  
FILE PATH:  
W:\Projects\200901\CAD Data\Exhibits  
LAYOUT: Sh11  
SURVEYED: ---  
DESIGN: ---  
DRAFT: CEG  
APPROVE: KFA  
DATE: MARCH 4, 2021  
SHEET 1 OF 1 SHEETS