

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

CITY GRANT OF UTILITY EASEMENT

Geocode: ***04-2200-22-2-04-01-0000 and 04-2200-22-2-04-03-0000***

THIS CONVEYENCE made this ____ day of _____, 2022 by and between the City of Missoula, a municipal corporation, organized and existing under and by virtue of the laws of the State of Montana, referred to as "Grantor" or "City" and NorthWestern Corporation, a Delaware corporation, d/b/a/ Northwestern Energy, 1903 S. Russell St, Missoula, MT 59801 (NWE), referred to as "Grantee".

WITNESSETH

That the Grantor, for and in consideration of \$1.00 and other good and valuable consideration to him/her by the Grantee, receipt of which is hereby acknowledged, The Grantor hereby grants, conveys and warrants to the Grantee, its successors and assigns, a permanent overhead utility easement across real property, for the purpose of constructing, maintaining, altering, reconstructing and/or removing utility lines and other related facilities and appurtenances under, along, and across that certain real property located in Missoula County, Montana, and more particularly described as follows and by reference incorporated into and made part of this instrument. Said Utility Easement being located over and across a portion of the following described real property:

Portion of a tract of land owned by the City in Section 22, Township 13 N, Range 19 W, C.O.S. 3505, Parcel 1 and PT VAC ST, Missoula County, Montana, as depicted on the attached Exhibit A, as recorded in the office of the Clerk and Recorder, Missoula County, Montana.

Said easement over and across said portion being more particularly described as shown on Exhibit A by this reference made a part hereof.

TERMS Grantor does hereby designate, grant, and convey a public utility easement for the purpose of constructing, maintaining, improving, repairing, and removing said utilities and related appurtenances as described on the attached Exhibit "A". This conveyance shall be subject to the conditions that the Grantee or its assigns shall have the right at all times of reasonable access to said public utility easement and to enter upon such easement for the

purpose of constructing, maintaining, improving, repairing, or removing the utility and related appurtenances, and shall have the right to reasonable entry upon and temporary use of the property immediately adjacent of said easement for necessary activities related to constructing, maintaining, improving, repairing, or removing the utility and related appurtenances, provided, however, that the Grantee or its assigns shall make only such excavation as is reasonably necessary for the installation, maintenance, improvements, repair, or removal of said utilities, that said utilities shall be placed only within said easement, and that each time it is necessary to enter upon said premises for the above described purposes; excepting emergencies, Seventy-Two (72) hours advance notice shall be provided to the City, and that fences shall be removed and replaced and that the surface and underlying public park and parking infrastructure shall be restored as close as reasonably possible to its original condition using new parts by the Grantee. Site restoration shall be accomplished as promptly as possible. Together with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep the easement area free and clear of any and all obstructions or structures, except fences and the existing pump station building; and the right to clear and remove all timber, brush, or vegetation from the easement area that may, in the Grantee's sole opinion, endanger the Grantee's overhead lines and related necessary appurtenances.

Grantee shall be solely responsible for restoring the real property and repairing any damage to City facilities, inclusive of the irrigation system, paved trail or parking surfaces, parking lot lighting, trail lighting and turf to as near its original condition as reasonably possible, after any usage of the easement, whether original construction, maintenance, replacement, reconstruction, or removal.

Grantor agrees not to build any kind of new permanent structure within the easement or a structure that will prevent access to the easement for maintenance purposes.

If Grantee or a successor in interest ever no longer needs this easement or abandons use of this easement for more than one year, this easement shall be deemed abandoned.

Grantee acknowledges that it will participate in a utility location program such as the One Call Notification Center as set forth in sections 69-4-501 through 69-4-514 MCA entitled "EXCAVATION NEAR UNDERGROUND FACILITIES".

Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized and possessed of the real estate above described, and that the Grantor has a good and lawful right to convey it, or any part hereof.

BINDING EFFECT. This grant of Utility 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.

ACCEPTANCE

This easement is accepted and its terms and conditions agreed to by the City of Missoula on this _____ day of May, 2022.

ATTEST:

APPROVAL:

Martha L. Rehbein, CMC
City Clerk

John Engen
Mayor

(SEAL)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, May, 2022.

NorthWestern Energy:

Grantee Name

Grantee Name

STATE OF _____)

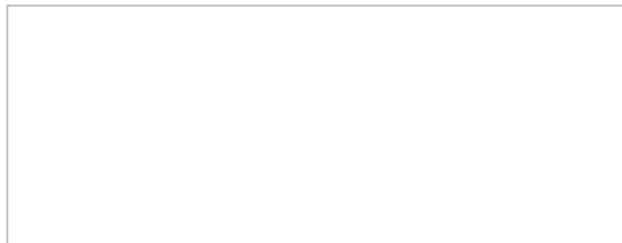
) ss.

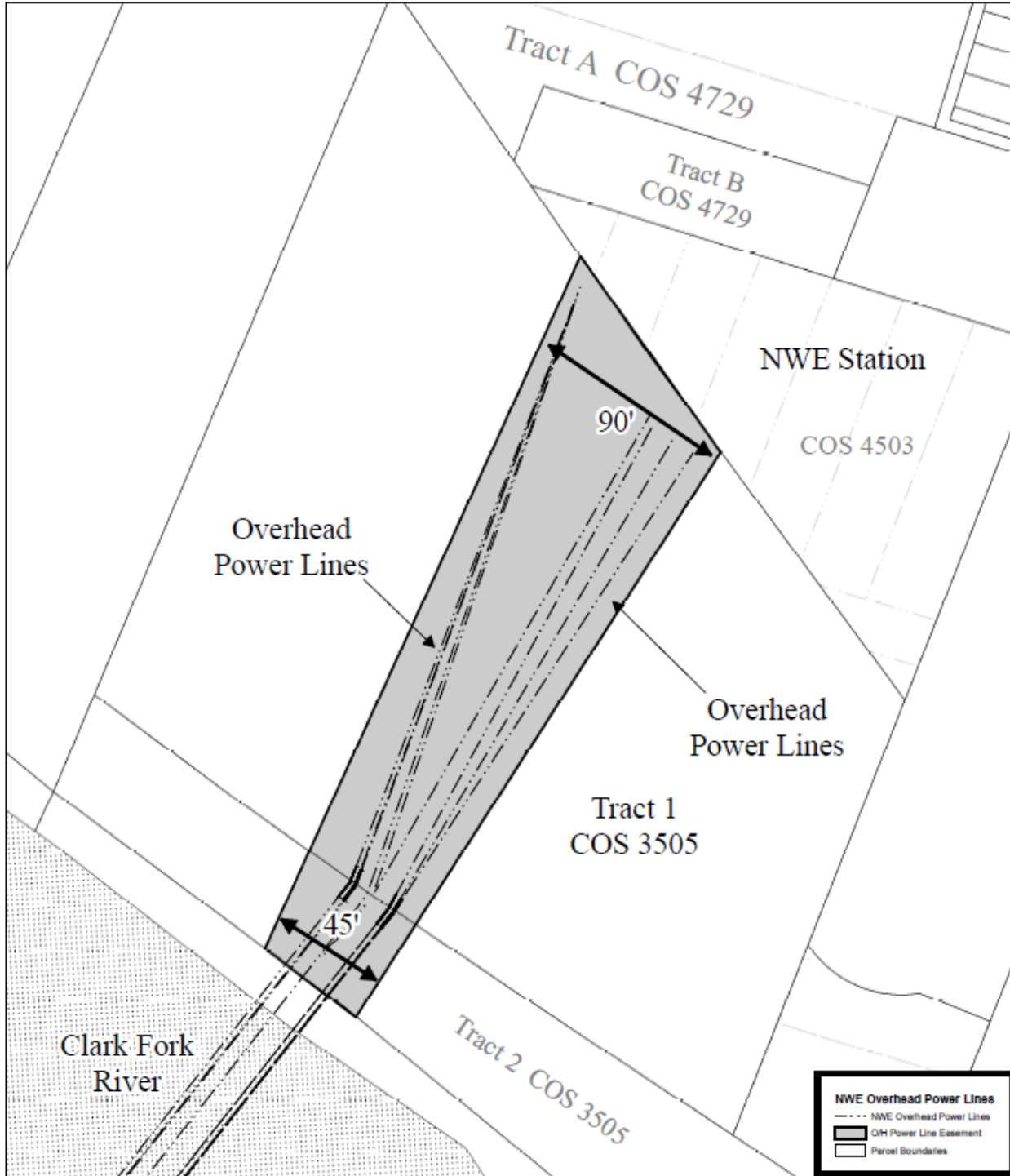
County of _____)

This instrument was acknowledged before me on the _____ day of May, 2022 by

Grantee Name

Notary





Overhead Power Line Easement

Tracts 1 & 2 Certificate of Survey 3505
 Section 22, T.13 N., R.19 W., P.M.M.

EXHIBIT "A"