

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

CITY GRANT OF UNDERGROUND COMMUNICATIONS UTILITY EASEMENT

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

THIS CONVEYENCE made this _____ day of _____, 2023 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"; Blackfoot Communications, Inc., located at 1221 N Russell St, Missoula, MT 59808 and Access Montana, Inc., located at 300 Main St SW, Ronan, MT 59864, referred to as "Grantees".

PURPOSE Grantor conveys this easement for purpose of providing Grantees access to cross parklands from the Pattee Street Rights-of-way to a Northwestern Energy power pole located in the park so their respective utilities may then cross the Clark Fork River.

Grantees acknowledge that subsequent to installing the new underground lines, the existing overhead communication utility easement crossing parklands shown in Exhibit A, and as recorded in Missoula County, Montana, Book 916 , Page 532 shall be abandoned as will the Health Information Exchange of Montana easement across a portion of Toole Park.

WITNESSETH

That the Grantor, for and in consideration of \$1.00 and other good and valuable consideration to him/her by the Grantees, receipt of which is hereby acknowledged, The Grantor hereby grants, conveys and warrants to the Grantees, its successors and assigns, a permanent underground communications utility easement across real property, for the purpose of constructing, maintaining, altering, reconstructing and/or removing private underground communications utility lines and 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 Communications Easement being located over and across a portion of the following described real property:

Parcels 1 and 2 of Certificate of Survey 3505, recorded in Missoula County, Montana located in the NW ¼ of Section 22, Township 13 N, Range 19 W, P.M.M., Montana, also known as East Caras Park.

Said easement over and across said portion being more particularly described as follows:

A 10'x85' Underground Communications Utility Easement Parcels 1 and 2 of Certificate of Survey 3505, recorded in Missoula County, Montana located in the NW ¼ of Section 22, Township 13 N, Range 19 W, P.M.M., Montana and being more particularly described and shown on Exhibit A by this reference made a part hereof.

TERMS Grantor does hereby designate, grant, and convey an underground communications 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 Grantees 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 Grantees 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, fences shall be removed and replaced and the surface of the property shall be restored as close as reasonably possible to its original condition by the Grantees 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 right to clear and remove all timber, brush, or vegetation from the easement area that may, in the Grantees' sole opinion, endanger the Grantees' underground communications utility, or necessary appurtenances.

Grantees shall be solely responsible for protecting and restoring the real property and repairing any damage to City facilities, such as the irrigation system, trail surface, or trail lighting, to as near its original condition as reasonably possible and using new parts, after any usage of the easement, whether original construction, maintenance, replacement, reconstruction, or removal.

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

If Grantees 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.

Grantees 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 Grantees 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 an underground communications 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 _____, 2023.

ATTEST:

APPROVAL:

Martha L. Rehbein, CMC, Legislative
Services Director/City Clerk

Jordan Hess, Mayor

(SEAL)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22
day of FEBRUARY, 2023.

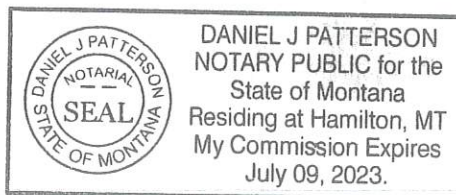
For Blackfoot Communications, Inc.:

Daniel J Patterson
Grantee Name

STATE OF MONTANA)
) ss.
County of CAKE)

This instrument was acknowledged before me on the 22 day of FEBRUARY
_____, 2023 by *Daniel J Patterson*
Grantee Name

Daniel J Patterson
Notary



For Access Montana, Inc.:

Robert O'Connor Robert A O'Connor

Grantee Name

STATE OF Montana)

) ss.

County of Lake)

This instrument was acknowledged before me on the 22 day of February
_____, 2023 by Robert O'Connor

Grantee Name

Daniel J Patterson

Notary

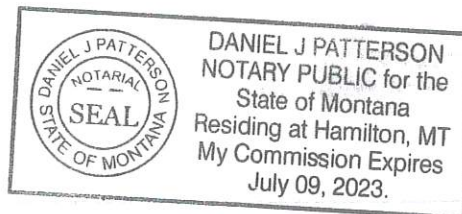
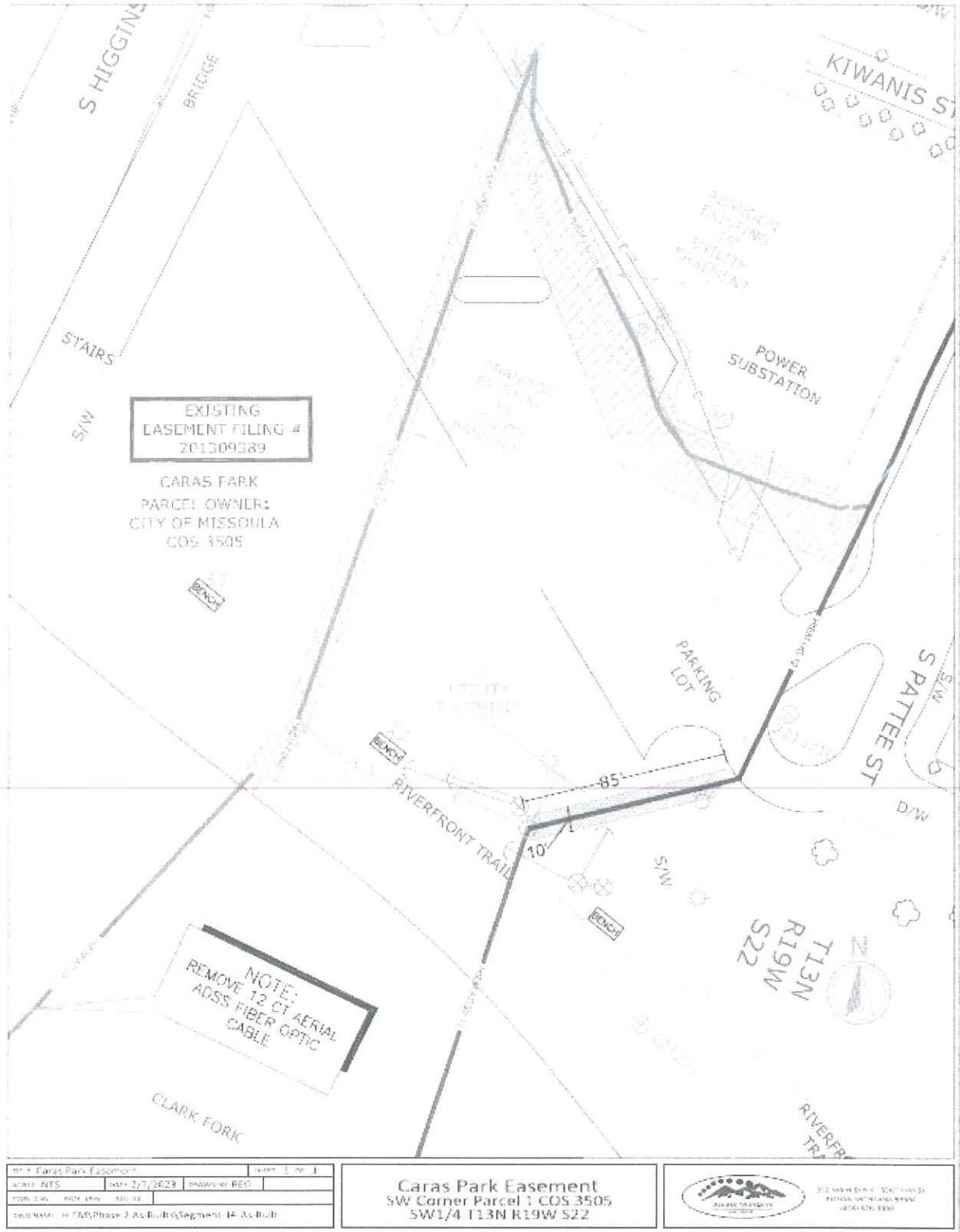


Exhibit A



SW 1/4 Caras Park Easement		SHEET 1 OF 1	
SCALE: NTS	DATE: 2/27/2023	DRAWN BY: REC	
FOOT: 1"=40'	FROM: 1994	SHEET: 22	
FIELD NAME: H. TAYLOR Phase 2 As-Built Segment 14 As-Built			

Caras Park Easement
SW Corner Parcel 1 COS 3505
SW 1/4 T13N R19W S22



312 WEST SECOND STREET
BUTTE, MONTANA 59701
(406) 243-1300