

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

## PUBLIC SANITARY SEWER EASEMENT

This Public Utility Easement, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, is between Jeannette K. Sutherland and Shayne Williams (“Grantor”), 827 N. 6<sup>th</sup> St. W., Missoula, MT 59802 and the City of Missoula, a municipal corporation organized pursuant to the laws of the State of Montana (“Grantee”), 435 Ryman St., Missoula, MT 59802. Grantor owns property legally described as follows:

Lot 10 in Block 65 of Urlin’s Addition, a platted subdivision in Missoula County, Montana, together with Portion ‘A’ of Urlin’s Addition, Block 65, Lots 8 & 9, an amended subdivision plat in Missoula County, Montana, according to the official recorded plat thereof (“Property”)

Grantor, for good a valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys, subject to the conditions and covenants herein set forth, to the Grantee, a public sanitary sewer easement (“Easement”) over, upon, under and across a portion of the Property described above. Said easement being more particularly described as follows:

A tract of land, being a portion of vacated Pacific Avenue, located in the southwest one-quarter (SW1/4) of Section 15, Township 13 North, Range 19 West, Principal Meridian, Montana, Missoula County, Montana, and being more particularly described and shown on Exhibit A, which is by this reference made a part hereof (“Easement Area”).

The parties to this easement agree that the above-described Easement shall be governed by the following terms, conditions, and restrictions:

1. **Permanent Easement.** The Easement shall include the right, privilege, and authority of Grantee to:
  - A. Excavate for, and to construct, build, install, lay, patrol, operate, place, maintain, repair, replace, relocate, inspect, add to, and remove underground sanitary sewer infrastructure, along with all appurtenances incident thereto or necessary therewith, and make excavations therefor from time to time, in, under, and through the above-described premises within said Easement Area, and Grantee shall have the right to reasonable entry, access and temporary use of property immediately adjacent to said Easement for necessary activities related to constructing, maintaining, occupying, improving, repairing, and removing the

sanitary sewer infrastructure and associated facilities located within the Easement Area.

- B. Authorize third parties to access and use the Easement Area for the purpose of connecting to the City-owned sanitary sewer facility located thereon.
  - 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. Grantee shall not be responsible for costs associated with the removal or replacement of surface obstructions placed in the Easement Area by the Grantor.
2. **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. Excavation or the placement of fill or material that would serve as an embankment in the Easement Area without the prior express written consent of Grantee.
  - B. Placing, installing, or constructing any buildings, structures, fences, fill, trees, shrubs, or other materials or obstructions without the prior express written consent of Grantee. Planting of grass shall not require consent of the Grantee.

Should such written consent be given, Grantee will set forth the conditions under which such activity may take place, including a stipulation that all risks of damage to the pipeline shall be assumed by Grantor, its successors, or assigns.

3. **Restoration.** Grantee, upon the initial construction and upon each and every occasion that the Easement is used, shall restore the premises of Grantor, and any improvements disturbed by Grantee, 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.
4. **Hazardous Substances.** Grantee assumes no liability for any hazardous waste on or from this Property. Grantor, its successors and assigns, shall indemnify and hold harmless the Grantee, its officers, employees, and agents against any and all liabilities, damages, penalties, losses, claims, demands, actions, suits, and judgments (including attorney fees and costs), and any costs or expenses incurred resulting from the presence of hazardous waste onto or from the Easement Area, including any and all costs associated with clean up or remediation that may be required. This provision shall not

apply to a release of hazardous waste onto or from the Easement Area caused by the officers, employees, or agents of Grantee. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.

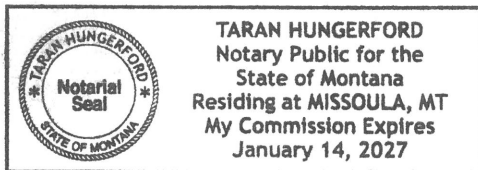
5. **No Waiver or Abandonment of Grantee's Rights.** Failure of Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by the Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or 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. No delay by or failure of Grantee to exercise its rights under this Easement shall be construed as abandonment of the Easement by Grantee.
6. **Easement to 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.
7. **Governing Law and Venue.** The terms and conditions of this easement shall be governed by the laws of the State of Montana; and the venue for any dispute pertaining to this easement shall be in the Fourth Judicial District, Missoula County, Montana.

Dated this 01 day of MAY, 2024.

  
\_\_\_\_\_  
Jeannette K. Sutherland

  
\_\_\_\_\_  
Shayne Williams

This instrument was acknowledged before me on May 1st, 2024, by  
Jeannette K. Sutherland and Shayne Williams.



  
\_\_\_\_\_  
Notary Signature

ACCEPTED ON BEHALF OF THE CITY OF MISSOULA BY:

---

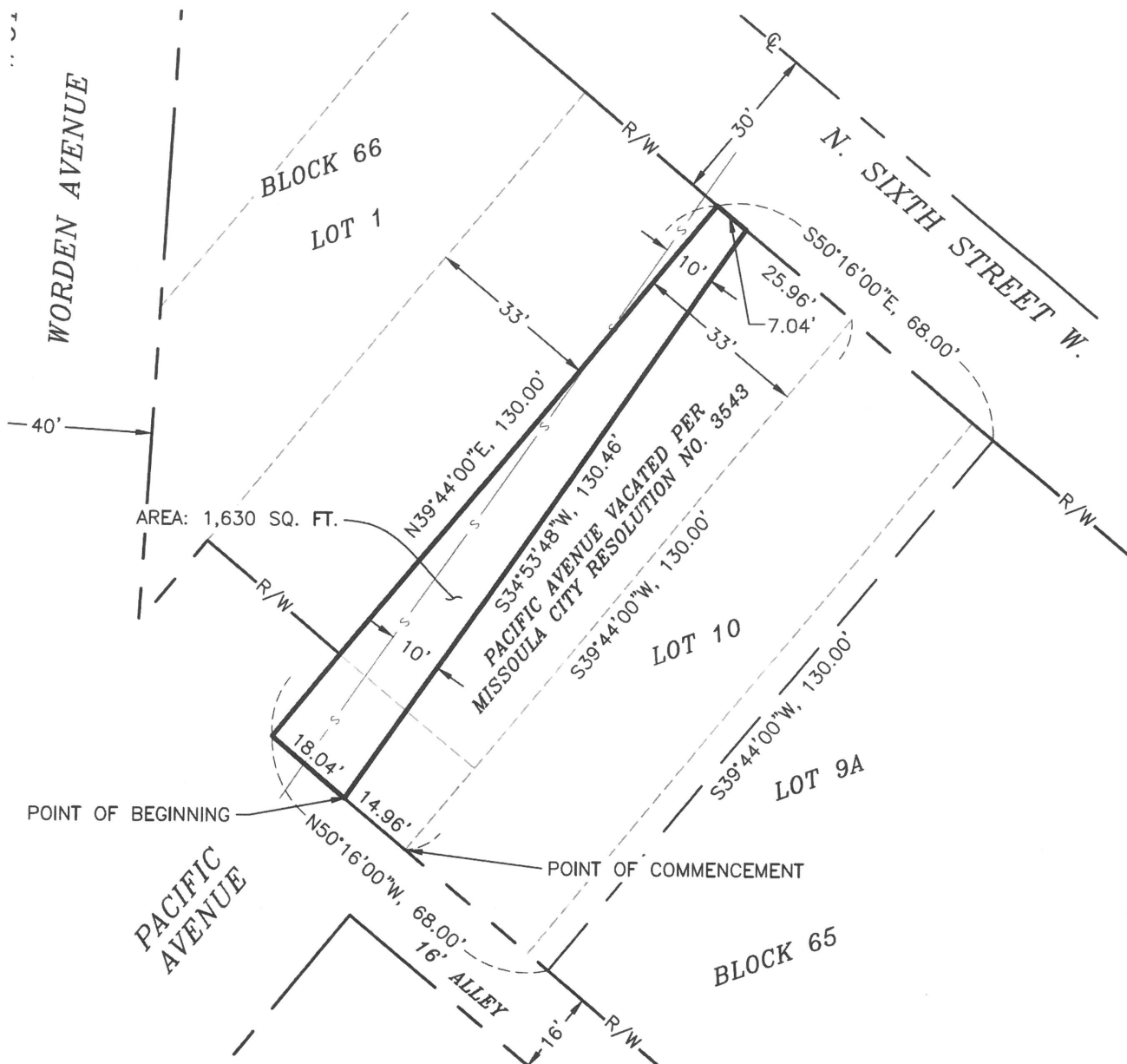
Andrea Davis, Mayor

Attest:

---

Claire Trimble, CMC

# EXHIBIT 'A'



## LEGEND

$\text{C}$	CENTERLINE
R/W	RIGHT-OF-WAY
s	SEWER MAIN

BASIS OF BEARINGS: GRID NORTH OF MONTANA STATE PLANE COORDINATE SYSTEM NAD83 (GROUND DISTANCES)

URLIN'S ADDITION, BLOCK 65, LOT 10 & PORTION 'A' OF URLIN'S ADDITION, BLOCK 65, LOTS 8 & 9; SW1/4, S15, T13N, R19W, PMM; CITY OF MISSOULA, MISSOULA COUNTY, MONTANA  
 ELI PROJECT NO. 23-8651 DRAWN: APRIL 25, 2024  
 PREPARED FOR: SHAYNE WILLIAMS & KATE SUTHERLAND



**Eli & Associates, Inc.**

www.elisurvey.com  
 P.O. Box 16462 Missoula, Montana 59808 (406) 549-5022

# EXHIBIT 'A'

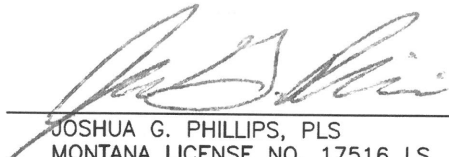
## LEGAL DESCRIPTION

A TRACT OF LAND, BEING A PORTION OF VACATED PACIFIC AVENUE, LOCATED IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 15, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN MONTANA; MISSOULA COUNTY, MONTANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF LOT 10, BLOCK 65, URLIN'S ADDITION OF MISSOULA COUNTY RECORDS; THENCE, N50°16'00"W ALONG A PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE 16 FOOT WIDE ALLEY, 14.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N50°16'00"W ALONG SAID PROJECTED RIGHT-OF-WAY LINE, 18.04 FEET; THENCE N39°44'00"E, 130.00' TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NORTH SIXTH STREET WEST; THENCE S50°16'00"E ALONG LAST SAID RIGHT-OF-WAY LINE, 7.04 FEET; THENCE S34°53'48"W, 130.46 FEET TO THE POINT OF BEGINNING; CONTAINING 1,630 SQUARE FEET, MORE OR LESS.

## SURVEYOR'S CERTIFICATION

I CERTIFY THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.



JOSHUA G. PHILLIPS, PLS  
MONTANA LICENSE NO. 17516 LS  
PRESIDENT, ELI & ASSOCIATES, INC.

4/25/2024

DATE



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

URLIN'S ADDITION, BLOCK 65, LOT 10 & PORTION 'A' OF URLIN'S  
ADDITION, BLOCK 65, LOTS 8 & 9; SW1/4, S15, T13N, R19W, PMM;  
CITY OF MISSOULA, MISSOULA COUNTY, MONTANA  
ELI PROJECT NO. 23-8651 DRAWN: APRIL 25, 2024  
PREPARED FOR: SHAYNE WILLIAMS & KATE SUTHERLAND



**Eli & Associates, Inc.**

www.elisurvey.com

P.O. Box 16462 Missoula, Montana 59808 (406) 549-5022