

**Return to: City Clerk
City of Missoula
435 Ryman Street
Missoula MT 59802-4297**

PERPETUAL PUBLIC TRAIL AND UTILITY EASEMENT AGREEMENT

THIS PERPETUAL PUBLIC TRAIL AND UTILITY EASEMENT AGREEMENT (the "Agreement") made this _____ day of _____, 2020, is by and between B & J Investments, LLC, a Montana limited liability company, whose address is 1905 W. Broadway St., Missoula, Montana, 59808 (the "Grantor"), the City of Missoula, a municipal corporation organized pursuant to the laws of the State of Montana with an address of 435 Ryman Street, Missoula, Montana 59802 (the "Grantee") and Trinity Apartments, LLLP, a Montana limited liability limited partnership with an address of c/o Homeword, Inc., 1535 Liberty Ln #116A, Missoula, Montana 59808 ("Trinity")

WHEREAS, the Grantor is the owner of real property located in Missoula County, Montana described as follows (which property is referred to in this deed as the "Grantor's Property;" **That tract of land located in the NE1/4 SE1/4 of Section 17, T. 13 N., R. 19 W., P.M., M., surveyed and described per Deed Exhibit No. 935, and described per Book 217 Deeds, Page 587, both on file and of public record in Missoula County, Montana, containing 1.6 acres more or less.**

WHEREAS, Trinity will be the owner of real property located in Missoula County, Montana described as follows, which real property will benefit from the easement provided for in this Agreement:

Lot 1 of Trinity Mullan Subdivision located in the N1/2 of Section, 17, T.13 N., R.19 W., P.M.,M.,

WHEREAS, the Grantee wishes to obtain a Perpetual Public Pathway Trail and Utility Easement over and across that portion of the Grantors' Property as described on said Exhibit "A," and the Grantors are willing to grant such an easement to the Grantee; and

NOW THEREFORE, in consideration of the mutual promises set forth in this agreement, the parties agree as follows:

Section 1. Grant of Easement. The Grantors do hereby grant, convey, and warrant, subject to the conditions and limitations herein set forth, to the Grantee an exclusive Perpetual Public Pathway Trail and Utility Easement as described on said attached Exhibit "A."

Section 2. Purpose and Use of Easement. This easement is for the purpose of constructing, operating, and maintaining a public pathway trail as part of the City of Missoula's trail system and for placement of utilities.

Section 3. Description and Location of Easement. The easement is 12 feet wide and approximately 60.5 feet in length along its centerline from property line to property line, and is as shown on said attached Exhibit "A."

Section 4. Construction and Maintenance. The sidewalk portion of the easement described above shall be constructed by Trinity and shall be maintained in good repair by Trinity at

Trinity's expense. The Grantor will maintain the landscaped areas surrounding and not otherwise a part of the paved sidewalk portion of the easement. The surface of the trail shall be maintained in good repair by Trinity at Trinity's expense. The Grantor will maintain the landscaping around the trail in good repair at the Grantor's expense.

All utility placement, maintenance, and associated costs within the easement shall be the responsibility of Trinity.

Section 5. Grantees and Trinity's Rights. The Grantee and Trinity on behalf of the public shall have a right of access utilizing the easement described above for the purpose of pedestrian, bicycle, and electric-assist (e-bike) use, and motorized use as needed for accessibility under the Americans with Disabilities Act, emergency access, maintenance, or other applicable laws and regulations, together with the right to install, construct, operate and maintain utilities, trails, and walkways, as well as provide regulatory enforcement. In addition, the Grantee and Trinity shall have the right to construct signage or a physical barrier surrounding the easement described above to reduce and damage to Grantor's Property

Section 6. Use of Easement by the Grantor. The Grantor reserves the right to use the area subject to the easement for purposes which will not in any way interfere with the Grantees, Trinity's or the public's full enjoyment of the rights granted by this Agreement, and will not erect or construct any building or other structure or obstruction on the area subject to the easement.

Section 7. Easement to Run with the Land. This easement agreement is permanent and will run with the land. It will be binding on the Grantors and the Grantee and the successors and assigns of the Grantors and the Grantee.

Section 8. Future Expansion of Easement. Provided that there be mutual agreement of the property owner and the City of Missoula, the dimensions of this easement may be enlarged at a future date, to enable widening of the pathway or additional utility locations, at the sole expense of the Grantee, or Trinity, if the expansion is done at the request of Trinity.

[Signature on following pages]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ , day of _____, 2020.

GRANTORS:

B & J Investments, LLC
a Montana limited liability company

By: _____
_____, its _____

By: _____

Its _____

STATE OF _____)

)ss.

County of _____)

On thisday of _____, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of B & J Investments, LLC, whose name is subscribed to the within instrument and acknowledged to me that it executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first hereinabove written.

Printed Notary Name: _____
Notary Public for the State of Montana
Residing at _____
My Commission expires MM/DD/YYYY

(SEAL)

[Signatures continue on following page]

CITY OF MISSOULA ACCEPTANCE

This easement is accepted and its terms and conditions agreed to by the City of Missoula on this.
day of _____, 2020.

ATTEST:

BY:

Martha L. Rehbein
City Clerk

John Engen
Mayor

(SEAL)

[Signatures continue on following page]

TRINITY:

**Trinity Apartments, LLLP
a Montana limited liability limited partnership**

By:

Co-General Partner:
HW-Trinity Apartments, LLC

By: Homeword, Inc., Its Sole Member

By: Andrea Davis, Executive Director

STATE OF _____)

)ss.

County of _____)

On this day of _____, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Andrea Davis, known to me to be the Executive Director of Homeword, Inc., a Montana nonprofit corporation which is the sole member of HW-Trinity Apartments, LLC, a Montana limited liability company which is a Co-General Partner of Trinity Apartments, LLLP, a Montana limited liability limited partnership, whose name is subscribed to the within instrument and acknowledged to me that it executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first hereinabove written.

Printed Notary Name: _____
Notary Public for the State of Montana
Residing at _____
My Commission expires MM/DD/YYYY

(SEAL)

[Signatures continue on following page]

Co-General Partner:
MHA-Trinity Apartments, LLC

By: Missoula Housing Authority, Its Sole Member

By: Lori Davidson, Executive Director

STATE OF _____)

)ss.

County of _____)

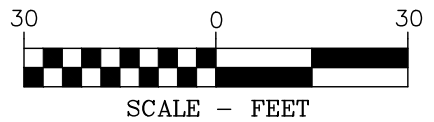
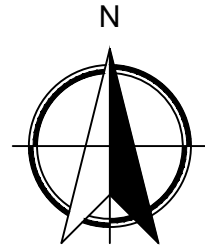
On thisday of _____, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Lori Davidson, known to me to be the Executive Director of Homeword, Inc., a Montana municipal housing authority which is the sole member of MHA-Trinity Apartments, LLC, a Montana limited liability company which is a Co-General Partner of Trinity Apartments, LLLP, a Montana limited liability limited partnership, whose name is subscribed to the within instrument and acknowledged to me that it executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first hereinabove written.

Printed Notary Name: _____
Notary Public for the State of Montana
Residing at _____
My Commission expires MM/DD/YYYY

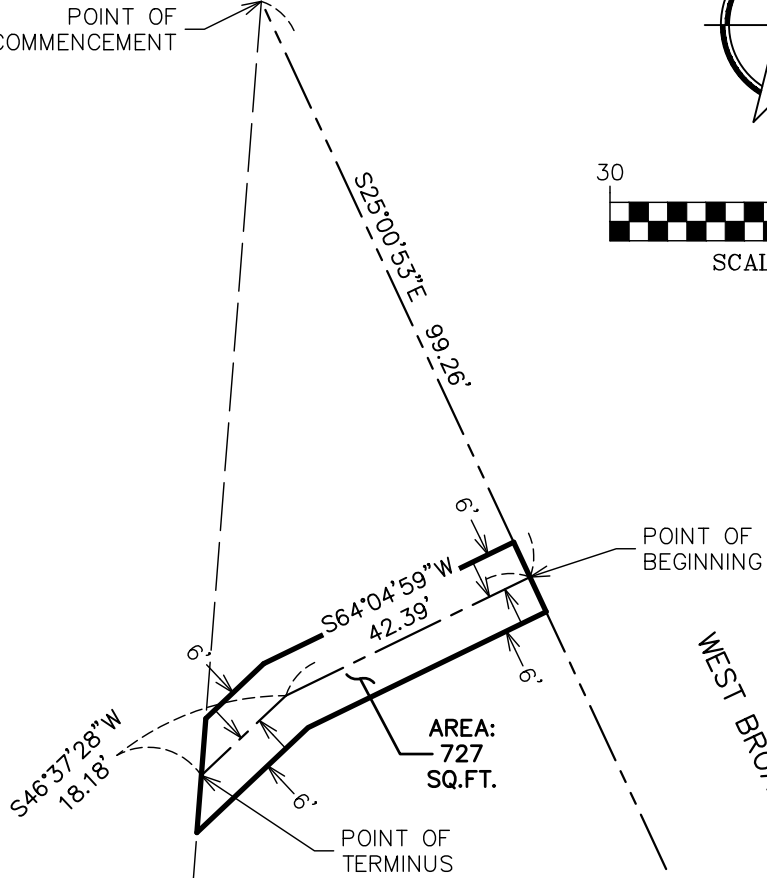
(SEAL)

BASIS OF BEARINGS:
 GRID NORTH OF MONTANA STATE PLANE
 COORDINATE SYSTEM (FIPS 2500) NAD83



POINT OF
 COMMENCEMENT

PARCEL 2A
 COS 4878



POINT OF
 BEGINNING

WEST BROADWAY

AREA:
 727
 SQ.FT.

POINT OF
 TERMINUS

DEED EXHIBIT
 NO. 935

EXHIBIT "A"
 LOCATED IN THE SE 1/4 OF SECTION 17,
 T. 13 N., R. 19 W., P.M., M.
 MISSOULA, MONTANA



WGM GROUP
 WWW.WGMGROUP.COM

PROJECT: 19-11-19.3
 FILE No: 191119_ease-sidewalk1.dwg
 FILE PATH
 W:\Projects\191119\CAD Data\Exhibits
 LAYOUT: Sh11
 SURVEYED: ---
 DESIGN: ---
 DRAFT: CEG
 APPROVE: KFA
 DATE: SEPTEMBER 2, 2020
 SHEET 1 OF 2 SHEETS

L E G A L D E S C R I P T I O N * * * *

A STRIP OF LAND 12.00 FEET WIDE BEING A PORTION OF DEED EXHIBIT NO. 935, ON FILE AND OF PUBLIC RECORD IN MISSOULA COUNTY, MONTANA; LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; SAID STRIP OF LAND LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID DEED EXHIBIT NO. 935; THENCE S 25°00'53" E ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WEST BROADWAY, 99.26 FEET TO THE POINT OF BEGINNING; THENCE S 64°04'59" W, 42.39 FEET; THENCE S 46°37'28" W, 18.18 FEET TO A POINT ON THE WESTERLY LINE OF SAID DEED EXHIBIT NO. 935, SAID POINT BEING THE POINT OF TERMINUS OF SAID CENTERLINE; THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERSECT THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WEST BROADWAY AND THE WESTERLY LINE OF SAID DEED EXHIBIT NO. 935; CONTAINING 727 SQUARE FEET, MORE OR LESS.

S U R V E Y O R ' S S T A T E M E N T * * * *

THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION.



09/02/2020

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

DATE



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 SE 1/4 OF SECTION 17,
T. 13 N., R. 19 W., P.M., M.
MISSOULA, MONTANA



WGM GROUP
WWW.WGMGROUP.COM

PROJECT: 19-11-19.3
FILE No: 191119_ease-sidewalk1.dwg
FILE_PATH
W:\Projects\191119\CAD Data\Exhibits
LAYOUT: Sht1
SURVEYED: ---
DESIGN: ---
DRAFT: CEG
APPROVE: KFA
DATE: SEPTEMBER 2, 2020
SHEET _2_ OF _2_ SHEETS