

AMENDED Permanent Easement Agreement between Adjacent Property Owners to  
Facilitate Shared Parking

This amended Permanent Easement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between Interconnect International, LLC (hereinafter the "LLC") and the City of Missoula, MT (the "CITY").

WHEREAS, the LLC and the CITY entered into a permanent easement agreement dated July 24, 2014 to permit cross access and shared parking for both parties.

WHEREAS, LLC was the owner of the real property known as McCormick Addition #2, Block 5, Lots 37-46 of Missoula County, Montana, as shown in **Exhibit A** attached hereto (hereinafter the "Property") which real property contained an existing paved parking lot.

WHEREAS, Interconnect International, LLC sold lots 41-46, Block 5 of McCormick Addition #2 for \$115,000.00 to the City of Missoula in order to facilitate the City of Missoula being able to provide public parking for the West Broadway island in the Clark Fork River that is near the lands described herein, as well as to facilitate City development of a riverfront trail system and provide access from the riverfront trail system to the island in the Clark Fork River.

WHEREAS, Interconnect International, LLC and the City of Missoula as adjacent landowners, with Interconnect International, LLC owning lots 37-40, Block 5 McCormick Addition #2 and City of Missoula owning lots 41-46, Block 5 McCormick Addition #2, desire to provide permanent easements to each other to facilitate shared parking usage of these adjacent lands.

WHEREAS, Area "A" on Exhibit A is owned by Interconnect International, LLC and shall be dedicated to parking for the use of Interconnect International, LLC. Area "B" on Exhibit A is owned by City of Missoula and shall be dedicated for parking to be used by the public.

WHEREAS, the City hereby grants a permanent easement with respect to Area "B" on **Exhibit A** attached hereto to The LLC for right-of-way use on a portion of the Property and grants permanent easement on lots 41-46, which shall not be less than 15 public vehicle parking spaces on the terms and conditions as set forth in this easement agreement;

WHEREAS, the City hereby grants a permanent easement with respect to Area "B" on **Exhibit A** attached hereto to The LLC for vehicle parking spaces on a portion of lot 41;

WHEREAS, The LLC hereby grants a permanent easement for right-of-way use on a portion of the Property identified as area "A" on **Exhibit A** attached hereto, and grants permanent easement on lots 37-40, which shall be used as private parking on the terms and conditions as set forth in this easement agreement. In no case shall parking for the LLC be less than 16 vehicle parking spaces.

NOW, THEREFORE, the parties agree as follows:

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1. Grant of Easements The LLC as Grantor hereby grants and the CITY as Grantee accepts for lots 37-40, a permanent easement (the "Easement"), for the benefit of the general public, over that portion of the Property more particularly described in area "A" on **Exhibit A** attached hereto, for purposes of public right-of-way use. The City as Grantor hereby grants and LLC as Grantee hereby accepts for lots 41-46, permanent easement (the "Easement"), for the benefit of Interconnect International, LLC, over that portion of the Property more particularly described in area "B" on **Exhibit A** attached hereto, for purposes of public right-of-way use. The City as Grantor hereby grants and LLC as Grantee hereby accepts for spaces on lot 41, permanent easement (the "Easement"), for the benefit of Interconnect International, LLC, over that portion of the Property more particularly described in area "B" on **Exhibit A** attached hereto, for purposes of private vehicle parking. The LLC shall have a minimum of 16 vehicle parking spaces and the City shall have a minimum of 15 vehicle parking spaces available for their respective use. Either party may, at its own expense, place signs on their vehicle parking spaces to identify the use. The content of such signs shall be mutually acceptable to both parties.

2. Easement Rights and Restrictions (a) both parties shall *have* permanent access to the driveway, entrance, and exit.

(b) Public use of the Easement is limited to any hours specified in Missoula Municipal Code. Public use outside of these limited hours may constitute trespass.

3. Construction The CITY will be responsible for construction of vehicle parking spaces on lots 41-46 and Interconnect International LLC will be responsible for construction of vehicle parking spaces on Lots 37-40 based on a mutually agreed upon plan. During this time, each party shall provide, at their own expense, appropriate means to demarcate the parking uses on their respective designated use areas.

4. Maintenance and Repairs The CITY will be responsible for maintenance and repair of the vehicle parking spaces on lots 41-46 and Interconnect International will be responsible for maintenance and repair of the vehicle parking spaces on lots 37-40, and the control and provision of power to parking lot lighting. Maintenance for each party shall include but not be limited to: removal of snow, ice, litter and debris; sealing and striping as needed; and maintenance of landscaping, including maintenance of boulevard landscaping and other public improvements adjacent to the respective areas dedicated to the use by each entity.

5. Closure Both parties agree that any closure of the easement, whether permanent or temporary, shall be by mutual consent of the parties.

6. Indemnities The CITY agrees to indemnify, defend and hold the LLC, its officers, directors, employees and agents, harmless from and against any loss, cost, expense (including attorneys' fees) or liability suffered or incurred arising out of any act

or omission on the part of the CITY or the City's agents in connection with the City's responsibilities under this Agreement. The LLC agrees to indemnify, defend and hold the CITY, its officers, employees and agents, harmless from and against any loss, cost, expense (including attorneys' fees) or liability suffered or incurred arising out of any act or omission on the part of the LLC or its agents in connection with the LLC's responsibilities under this Agreement.

7. Run with Land This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, tenants, successors, and/or assigns. The easements and covenants contained herein shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and personal representatives.

8. Notice Notices made by the parties pursuant hereto may be served personally or may be served by depositing the same in the United States mail, postage prepaid, certified or registered mail, addressed as follows:

**If to LLC:**

Interconnect International, LLC.  
1151 West Broadway  
Missoula, MT 59802

**If to the CITY:**

City of Missoula  
Parks and Recreation Director  
600 Cregg Lane  
Missoula, MT 59801

The foregoing addresses may be changed by written notice given pursuant to provisions of this section. In the event the foregoing addresses are no longer valid, notices shall be addressed to the address where tax statements are mailed. Notices may be sent by facsimile transmission, provided that hard copies are also delivered by one of the other enumerated methods.

9. Attorneys' Fees In the event that suit is brought for the enforcement of the Easement or as a result of any alleged default thereof, each party agrees to pay their own attorneys fees and costs.

10. Governing Law The land subject to the permanent easement being located within the boundaries of the City of Missoula, Missoula County in the State of Montana, the law governing the interpretation or enforcement of the terms and conditions of the permanent easement shall be the laws of the State of Montana.

11. Venue The land subject to the permanent easement being located within the boundaries of the City of Missoula, Missoula County in the State of Montana, the venue for any litigation pertaining to enforcement of the permanent easement shall be the Fourth Judicial.

12. This amended easement repeals the earlier easement dated July 24, 2014 and shall be filed with the Missoula County Clerk and Recorder's offices subsequent to

formal approval and execution by the parties identified herein.

IN WITNESS WHEREOF, the CITY and Interconnect International, LLC have cause this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

For THE CITY OF MISSOULA, a  
Municipal Corporation

\_\_\_\_\_  
John Engen, Mayor

ATTEST: \_\_\_\_\_  
Marth L Rehbein, CMC, City Clerk

For INTERCONNECT INTERNATIONAL, LLC

\_\_\_\_\_, and  
Robert Rivers, Co-Owner

\_\_\_\_\_  
Fernanda M.B. Krum, Co-Owner

State of Montana            )  
                                      )SS.  
County of Missoula        )

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Robert Rivers and Fernand M.B. Krum of Interconnect International, LLC

\_\_\_\_\_  
Notary Public for the State of Montana

Printed Name: \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

(seal)

EXHIBIT A

