



WG.8: SAMPLE WATER MAIN EASEMENT

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

WATER MAIN EASEMENT

This Water Main Easement ("Easement") is made this _____ day of _____, 20___, by and between _____, Grantor, and City of Missoula, Grantee.

WITNESSETH

Grantor owns certain real property particularly described as follows:

[\(Include Legal Description of Grantor's Property over which Easement will cross\);](#) and more particularly described on the attached Exhibit A and by this reference incorporated into and made part of this Easement.

Note: As Exhibit A, attach surveyed drawing of Grantor's Property with Easement depicted on drawing.

Grantor hereby grants, conveys and warrants to the Grantee, its successors and assigns, a permanent Water Main Easement across Grantor's real property described with particularity above, for the Grantee's purpose of constructing, maintaining, occupying, improving, repairing, and removing a Water Main and any associated Water Facilities deemed necessary by the Grantee for the operation of its Water Main over, under, upon and across Grantor's real property.

Said Easement shall be a minimum of 20 feet wide with a minimum of 10 feet of easement on each side of Water Main, and a minimum of 30 feet wide if the Water Main Easement is shared by any other utilities. Said Easement is more particularly described as follows:

[\(Include legal description of easement\);](#) a Water Main Easement as illustrated and described on attached Exhibit A.

This Easement grants to the Grantee the right and access at all times to enter upon the

Easement for the purpose of constructing, maintaining, occupying, improving, repairing, and removing a Water Main and any associated Water Facilities deemed necessary by the Grantee for the operation of its Water Main, 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 a Water Main and any associated Water Facilities.

Grantor agrees not to build any kind of permanent structure within the Easement or that prevents access to the Easement.

Grantor agrees not to plant any permanent trees within the Easement or that prevent access to the Easement.

Grantor agrees that any permanent landscaping improvements including but not limited to fences, shrubs, irrigation systems, sidewalks, etc., that encroach into the Easement shall be at the sole risk of the Grantor, and that any expenses associated with removing, disturbing, or restoration of such improvements shall be borne exclusively by the Grantor. Grantor agrees and understands that any such landscaping or property improvements placed within the Easement may be removed and/or damaged by actions of the Grantee in the future as Grantee exercises its rights granted in this Easement, and Grantee assumes no liability for such damage, replacement, or repair to any such improvements.

Grantee shall, each time it enters upon the Easement for the purposes herein described, restore the surface of the ground to its original condition as existed immediately before such entry with reasonable diligence, with the exception of: permanent structures, trees, or permanent landscaping improvements that encroach onto the Easement as described above and which are the sole responsibility of the Grantor; and permanent above ground water facilities which are necessary for operation of the Water Main.

The Grantor and Grantee, their successors and assigns, shall indemnify and hold harmless from and against any liabilities, expenses, claims or costs, including legal fees that may be asserted against the other by reason of its use of the Easement.

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

Binding Effect: This Easement, which shall be recorded at the Missoula County Clerk and Recorder's Office by the Grantee, shall run with the land and shall be binding upon the Grantee and Grantor, and their successors, and assigns.

IN WITNESS WHEREOF, Grantor has executed this Easement the date first written above.

GRANTOR(s):

By: (print name and title of Grantor here)

By: (print name and title of Grantor here)

STATE OF MONTANA)
)ss.
County of Missoula)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for the State of: _____
Print Name: _____
Residing at: _____
My Commission Expires: _____

(SEAL)

ATTEST:

APPROVED BY:

Martha L. Rehbein, CMC
City Clerk

John Engen
Mayor

(SEAL)