After Recording return to:
City Of Missoula
435 Ryman ST
Missoula MT 59802

SLOPE/EMBANKMENT EASEMENT

Geocodes: Lot 1A = 04-2200-14-3-13-06-0000, Lot 3A = 04-2200-14-3-13-02-0000

This Public Utility Easement, made this 25 day of June, 2026, is between Ross D. Miller and Sara J. Johnson ("Grantor"), 708 Lolo Street, Missoula , MT, 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:

Lots 1A and 3A of the Amended Plat of Orrsdale No. 3, Lots 1 and 3 an amended plat on file in the records of Missoula County, Montana. ("Property")

Grantor, for good and 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 permanent easement over and along the following described premises for the purpose of constructing, maintaining, and repairing any slopes or embankments providing lateral support for the improvement and maintenance of adjacent public sidewalk and street infrastructure that is within the public right-of-way.

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

1. Grant of Easement. Grantor for the consideration outlined below does forever grant unto the Grantee, to have and to hold, a permanent easement over and along the full width and length of the Permanent Slope/Embankment Easement shown in Exhibit A, which is attached hereto. Such Permanent Slope/Embankment Easement shall also be referred to as "Easement Area", or the "Permanent Easement".

2. Permanent Easement. The permanent easement shall include the right, privilege, and authority of Grantee to:

A. Construct, excavate, repair, replace, inspect, and maintain the slope in the Easement Area, including the right to remove loose rock and soil, along with all appurtenances incident thereto or necessary therewith for the prevention of further erosion and destabilization of the slope or embankment adjacent to the Grantee's right-of-way, including the installation, replacement, and maintenance of any existing embankment or slide prevention or mitigation facilities, such as fencing, screening, or anchoring facilities, within said Easement Area; the slope will be constructed and vegetated in accordance with the plans and specifications of the Lolo Street Bridge Replacement Project.

B. Plant, install, establish, maintain, remove, treat, and replace vegetation as necessary within the Easement Area;

C. Remove from the Easement Area any vegetation, buildings, structures, fences, fill, or other materials or obstructions, or appurtenances attached to or connected therewith, as necessary to fulfill the purposes of this Easement; and

D. The right of ingress and egress in, under, over, across, and through the Easement Area at any and all times as necessary to fulfill the purposes of this Easement. 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.

3. Prohibited Activities. The Grantor is prohibited from engaging in any activity, or allowing another to engage in an activity, within 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. Excavating, filling, disturbing, damaging, or otherwise altering the slope of the Easement Area without the prior express written consent of Grantee.

B. Placing, installing, or constructing any buildings, structures, fences, fill, plantings, or other materials or obstructions without the express prior written consent of Grantee.

C. Engaging in any activity that would damage or destroy the lateral support of any adjacent or nearby City-owned infrastructure.

4. City Commitment to Plow Snow on Adjacent Sidewalks. City law generally requires adjacent landowners to keep sidewalks clear of snow to allow unimpeded public travel on sidewalks during the winter. In exchange for the grant of this Easement, the City waives this requirement for the sidewalk adjacent to Grantor's property that makes up the parcel where the Easement Area is located, and in addition commits to adding this stretch of sidewalk to the City Parks and Recreation snow plow route. The City will plow these sidewalks as staff time allows and in accordance with standard City maintained paths and trails protocol.

5. City Construction Commitments. In accordance with the plans and specifications of the Lolo Street Bridge Replacement project, the City makes the following Construction Commitments to the Grantors:

A. Construct a new 3-strand barbless fence on Lot 3A along the edge of the Right of Way to the highwater mark of the stream.

B. Construct the new fill slope to a maximum of 4:1.

C. Accommodate the Mature Ponderosa Pine Tree that exists within the Easement Area such that the toe of the new fill slope does not extend beyond the base of the tree and that construction activities do not remove or harm the tree.

D. Re-vegetate the new fill slope.

6. No Waiver 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.

7. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

A. Grantor warrants that it holds fee title to the Easement Area and that Grantee may peaceably enjoy the rights and benefits of this Easement;

B. There is no pending or threatened litigation in any way affecting, involving, or relating to the Easement Area.

8. Easement and Agreements 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.

9. **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 25 day of June, 2026.

Ross D. Miller

Sara J. Johnson

This instrument was acknowledged before me on 25th Day of June, 2026, by Ross D. Miller and Saara J. Johnson, known to me to be the persons whose names are subscribed to the within instrument.

JEAN M. MONACO
NOTARY PUBLIC FOR THE
STATE OF MONTANA
RESIDING AT MISSOULA, MONTANA
MY COMMISSION EXPIRES
APRIL 01, 2029

Notary Signature

ACCEPTED ON BEHALF OF THE CITY OF MISSOULA BY:

Andrea Davis, Mayor

Attest:

CT
Claire Trimble (Jun 30, 2026 14:40:18 MDT)

Claire Trimble, City Clerk

EXHIBIT "A"

LEGEND

- EXISTING CONIFEROUS TREE - 24" PINE
- FOUND SURVEY MONUMENT (AS NOTED)
- R/W — LOLO STREET RIGHT-OF-WAY
- PROPERTY LINE
- LOLO STREET CENTERLINE
- SURVEY TIE LINE
- SLOPE / EMBANKMENT EASEMENT

LEGAL DESCRIPTION:

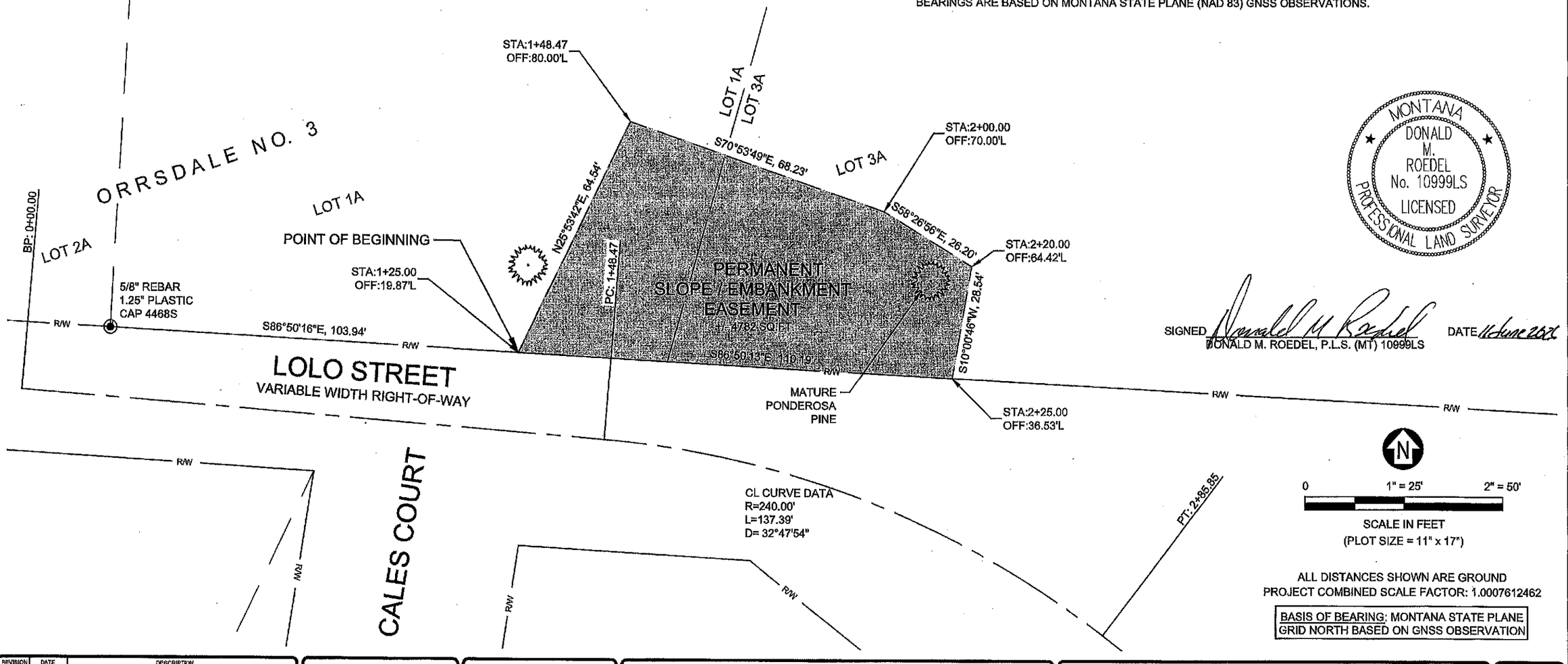
A PERMANENT SLOPE / EMBANKMENT EASEMENT OVER AND ACROSS LOTS 1A AND 3A, THE AMENDED PLAT OF ORRSDALE NO. 3, LOTS 1 AND 3, RECORDS OF MISSOULA COUNTY, MONTANA, LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LOLO STREET, AT STATION 1+25.00 AND OFFSET 19.87 FEET LEFT OF THE PROJECT CONSTRUCTION CENTERLINE OF SAID LOLO STREET, DISTANT 103.94 FEET S. 86°50'16" E. ALONG SAID RIGHT-OF-WAY LINE OF LOLO STREET FROM THE SOUTHWESTERLY CORNER OF AFORESAID PARCEL 1A; THENCE N. 25°53'42" E., 64.54 FEET, TO A POINT AT STATION 1+48.47 AND OFFSET 80.00 FEET LEFT OF SAID LOLO STREET CONSTRUCTION CENTERLINE; THENCE S. 70°53'49" E. 68.23 FEET TO A POINT AT STATION 2+00.00 AND OFFSET 70.00 FEET LEFT OF SAID LOLO STREET CONSTRUCTION CENTERLINE; THENCE S. 58°26'56" E. 26.20 FEET TO A POINT AT STATION 2+20.00 AND OFFSET 64.42 LEFT OF SAID LOLO STREET CONSTRUCTION CENTERLINE; THENCE S. 10°00'46"W. 28.54 FEET TO A POINT AT STATION 2+25.00 AND OFFSET 36.53 FEET LEFT OF SAID LOLO STREET CONSTRUCTION CENTERLINE; THENCE N. 86°50'13" W. 110.19 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF LOLO STREET TO THE POINT OF BEGINNING.

SUBJECT TO ANY EXISTING EASEMENTS, RIGHTS OR SERVITUDES.

CONTAINING 4782 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON MONTANA STATE PLANE (NAD 83) GNSS OBSERVATIONS.



MONTANA
DONALD M. ROEDEL
No. 10999LS
LICENSED
PROFESSIONAL LAND SURVEYOR

SIGNED Donald M Roedel DATE 11 June 2026
DONALD M. ROEDEL, P.L.S. (MT) 10999LS

N

0 1" = 25' 2" = 50'

SCALE IN FEET
(PLOT SIZE = 11" x 17")

ALL DISTANCES SHOWN ARE GROUND
PROJECT COMBINED SCALE FACTOR: 1.0007612462

BASIS OF BEARING: MONTANA STATE PLANE GRID NORTH BASED ON GNSS OBSERVATION

REVISION	DATE	DESCRIPTION
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

DESIGNER PF PROJ. NO. 7811
DRAWN PF DATE 1/27/26
CHECKED DMR SURVEYED DJ&A, P.C.

DJ&A ENGINEERS PLANNERS SURVEYORS

LOLO BRIDGE REPLACEMENT PERMANENT SLOPE / EMBANKMENT EASEMENT OVER LOTS 1A & 3A, OF AMD PLAT OF ORRSDALE NO. 3, LOTS 1 & 3

LOCATED IN THE SW 1/4 OF THE NW 1/4 SECTION 14, T. 13 N. R. 19 W., P.M.M. MISSOULA COUNTY, MONTANA

SHEET 1 OF 1

E-3447 7611 ORRSDALE NO 3 LOTS 1A & 3A_SLOPE EASEMENT_Partially Executed

Final Audit Report 2026-06-30

Created:	2026-06-29
By:	Ashley Strayer (StrayerA@ci.missoula.mt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAVD48bwTfXJwMTnmNC58UikkAHNMA14n

"E-3447 7611 ORRSDALE NO 3 LOTS 1A & 3A_SLOPE EASEMENT_Partially Executed" History

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Signature Date: 2026-06-30 - 8:40:18 PM GMT - Time Source: server- IP address: 69.144.197.82 - Signature Appearance Selected: DRAW

Agreement completed.

2026-06-30 - 8:40:18 PM GMT