202608638 B: 1129 P: 501 Pages: 6 Fees: $70.00
06/11/2026 03:45:14 PM Easement
Tyler R. Gernant, Missoula County Clerk & Recorder
eRecording

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

TEMPORARY CONSTRUCTION EASEMENT

This Easement, made as of the date executed by Grantor below, is between James Ike Moody and Jawayne M. Moody, as owners of the land (hereinafter individually and collectively referred to as "Grantor"), and the City of Missoula, a municipal corporation organized and existing under the laws of the State of Montana, with its primary place of business located at 435 Ryman St., Missoula, Montana 59802 ("Grantee").

Grantor is the sole owner of the real property located in Missoula County, Montana described as follows which is referred to in this agreement as the "Property":

LOT 1 BEAU GESTE ADDITION

WHEREAS, Grantee wishes to obtain a Temporary Construction Easement over and across a portion of the Property, and Grantor is willing to grant such an easement to Grantee.

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

Section 1. Grant of Easement. Grantor does hereby grant, convey, and warrant, subject to the conditions and limitations set forth herein to the Grantee an exclusive Temporary Construction Easement (the "Easement") over and across that portion of the Property described on Exhibit 'A', attached hereto and made a part hereof (hereinafter the "Easement Area").

Section 2. Purpose and Use of Easement. The Easement is for the purpose of performing construction activities necessary to complete project access, shoring and cleanup. Grantor grants to Grantee, its successors, assigns, agents, contractors, and employees the right to use and store materials at the site of the construction and within the boundaries of the Temporary Construction Easement herein described.

Section 3. Additional Rights. The Temporary Construction Easement herein granted does not convey any right or interest in the Property, except as stated herein, nor prevent Grantor from the

use of said Property; provided, however that such use does not interfere with the rights herein granted.

Section 4. Conditions of Agreement. Grantee, its successors, assigns, agents, contractors, and employees agree to the following conditions of entry onto the Easement Area.

A. Damage To Property: Grantee shall exercise care to avoid damaging the property in any manner not consistent with the purpose for which this Easement is issued. Grantee agrees to repair any damage caused to Grantor's property as a result of the activities contemplated by this Easement.

B. Cooperation With Grantor: Grantee shall at all times cooperate with Grantor(s) and comply with reasonable requests not inconsistent with the purpose for which this Easement is issued.

C. Restoration: Grantee, upon the use of the Easement Area, 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.

D. Cost: All costs associated with this Easement shall be the responsibility of the Grantee.

Section 6. Easement Term. This Easement is temporary and the rights herein granted shall terminate upon completion of the LOLO STREET BRIDGE REPLACEMENT project.

Section 7. Future Modification of Easement. Notwithstanding any other provision in this Agreement. the parties may mutually modify this Agreement in writing, and they shall agree in such written modification to their respective rights and obligations upon modification.

Section 8. Governing Law. The land subject to the Easement being located in Missoula County in the State of Montana, the law governing the interpretation or enforcement of the terms and conditions of the Temporary Construction Easement shall be the laws of the State of Montana.

Section 9. Venue. The land subject to the Easement being located in Missoula County in the State of Montana. The venue for any litigation pertaining to enforcement of the Temporary Construction Easement shall be the Fourth Judicial District. Missoula County, State of Montana.

IN WITNESS WHEREOF, Grantee and Grantor have caused this instrument to be executed this 29th day of MAY, 2026.

James Ike Moody

Jawayne M. Moody

By: James Ike Moody
Title: Owner

By: Jawayne M. Moody
Title: Owner

This instrument was acknowledged before me on MAY 29TH, 2026, by

JAMES AND JAWAYNE MOODY as OWNERS of
(Name) (Title)

2250 CALEB COURT, MISSOULA, MT, 59802.

KYLE J. GAUTHIER
NOTARY PUBLIC for the
STATE OF MONTANA
Residing at Missoula, Montana
MY COMMISSION EXPIRES
November 17, 2026

KYLE J. GAUTHIER NOTARIAL SEAL STATE OF MONTANA

Kyle J Gauthier
Notary Signature

ACCEPTED ON BEHALF OF THE CITY OF MISSOULA BY:

Andrea Davis

Andrea Davis, Mayor

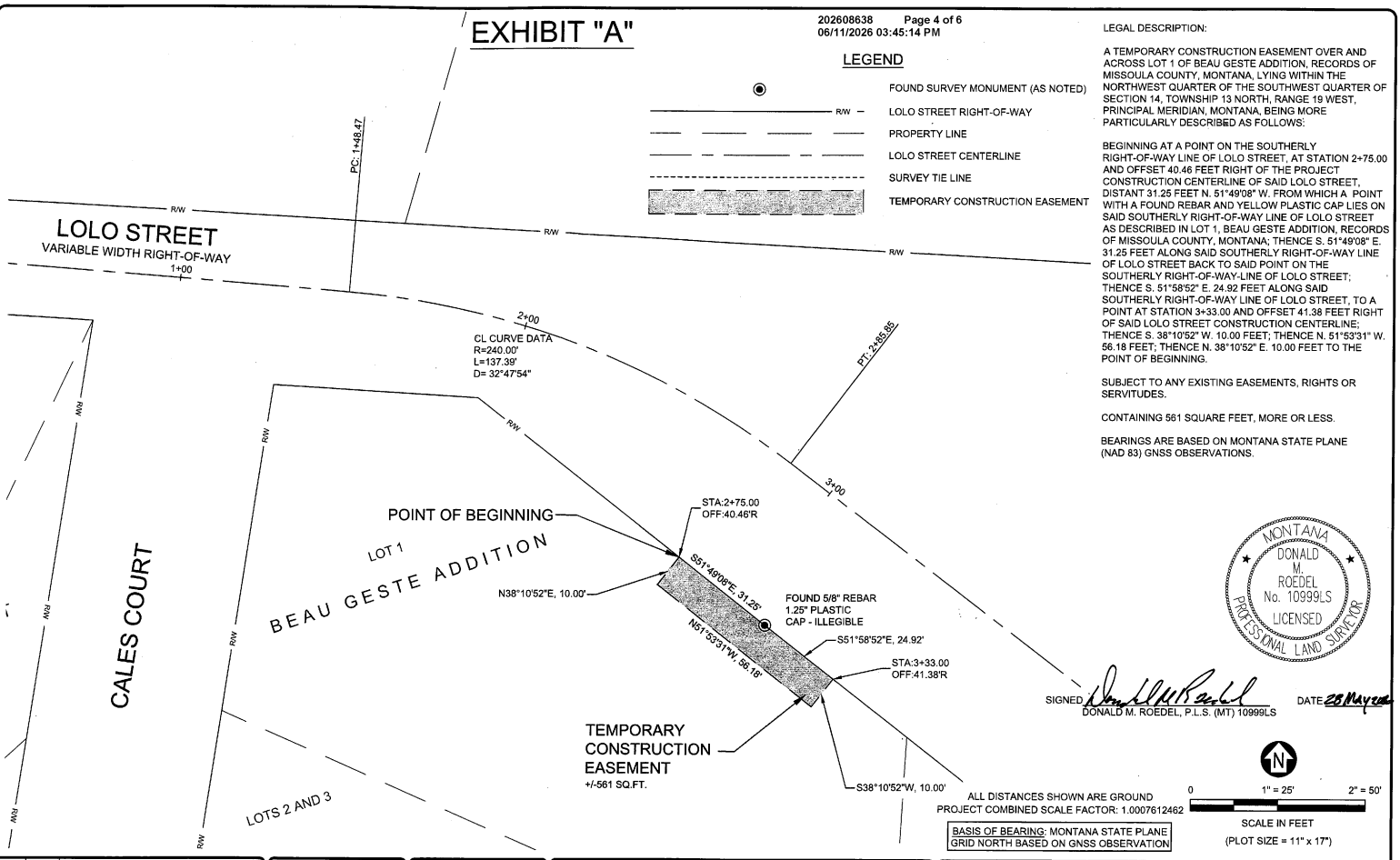
Attest:

MCT
Claire Trimble (Jun 10, 2026 13:31:23 MDT)

Claire Trimble, City Clerk, CMC

CITY OF MISSOULA
MISSOULA
MISSOULA COUNTY
MONTANA

EXHIBIT "A"



LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS LOT 1 OF BEAU GESTE ADDITION, RECORDS OF MISSOULA COUNTY, MONTANA, LYING WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST 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 SOUTHERLY RIGHT-OF-WAY LINE OF LOLO STREET, AT STATION 2+75.00 AND OFFSET 40.46 FEET RIGHT OF THE PROJECT CONSTRUCTION CENTERLINE OF SAID LOLO STREET, DISTANT 31.25 FEET N. 51°49'08" W. FROM WHICH A POINT WITH A FOUND REBAR AND YELLOW PLASTIC CAP LIES ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF LOLO STREET AS DESCRIBED IN LOT 1, BEAU GESTE ADDITION, RECORDS OF MISSOULA COUNTY, MONTANA; THENCE S. 51°49'08" E. 31.25 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LOLO STREET BACK TO SAID POINT ON THE SOUTHERLY RIGHT-OF-WAY-LINE OF LOLO STREET; THENCE S. 51°58'52" E. 24.92 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LOLO STREET, TO A POINT AT STATION 3+33.00 AND OFFSET 41.38 FEET RIGHT OF SAID LOLO STREET CONSTRUCTION CENTERLINE; THENCE S. 38°10'52" W. 10.00 FEET; THENCE N. 51°53'31" W. 56.18 FEET; THENCE N. 38°10'52" E. 10.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY EXISTING EASEMENTS, RIGHTS OR SERVITUDES.

CONTAINING 561 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 _____ DATE 28 May 2026
DONALD M. ROEDEL, P.L.S. (MT) 10999LS

REVISION	DATE	DESCRIPTION
-	-	-

DESIGNER - PROJ. NO 7911
DRAWN PF DATE 4/01/26
CHECKED DMR SURVEYED DJ&A, P.C.

DJ&A ENGINEERS PLANNERS SURVEYORS

LOLO BRIDGE REPLACEMENT
TEMPORARY CONSTRUCTION EASEMENT
LOT 1, BEAU GESTE ADDITION

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

SHEET 1 OF 1

E-3441 Temporary Construction Easement 7611 BEAU GESTE LOT 1 TCE

Final Audit Report 2026-06-10

Created:	2026-06-05
By:	Ashley Strayer (StrayerA@ci.missoula.mt.us)
Status:	Signed
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"E-3441 Temporary Construction Easement 7611 BEAU GESTE LOT 1 TCE" History

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Agreement completed.
2026-06-10 - 7:31:23 PM GMT