

**ITEM 129-1602-R1105 Agreement**

DRAFT 11-2-05

**EASEMENT AGREEMENT**

THIS GRANT OF EASEMENT, made the \_\_\_\_ day of November, 2005, by The University of Montana-Western, Dillon, Montana, acting through the Board of Regents, hereinafter called the Grantor, and the City of Dillon, 125 North Idaho Street, Dillon, Montana, hereinafter called the City and the National Affordable Housing Network, hereafter NAHN of P.O. Box 3706, Butte, Montana, 59702, Grantees.

**WITNESSETH**

Grantor, for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and other good and valuable consideration including facilitation of University access to sewer and electrical utilities needed for athletic utilization of Vigilante Field, and or by affording a direct way for travel along the northern side of Vigilante Field, rather than the present use of the surrounding streets none of which is presently closer to the facility than several hundred feet, does hereby grant and convey to the City of Dillon, its successors and assigns, the following perpetual non-exclusive easement rights, over and under and along an existing road way described and identified as Vigilante Drive in Dillon, Montana.

- (a) a right-of-way to permit the City of Dillon to operate, maintain, replace and expand an existing sewer line buried in the street known as Vigilante Drive,
- (b) a right-of-way for access and egress to benefit the persons living on the south side of the lots of the Thomsen Avenue addition to afford them, their guests and invitees to their properties,

(c) an easement for a 10 foot wide bike path extending from the easement edge of the property to the point where Vigilante Drive meets the City of Dillon property.

The University also grants to National Affordable Housing Network and to its successor owners on Lots 9A, 9B, 9C and 9D, an emergency access and egress from the intersection of the driveway between Lots 9A and 9B and Lots 9C and 9D with Vigilante Drive, thence westerly to the intersection of Vigilante Drive with City of Dillon property.

The easement shall consist of a 20 foot wide easement extending along the northern most side of the Grantors property located in NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, Section 19, Township 7 South, Range 8 West, M.P.M., Beaverhead County, Montana. The easement is shown and more particularly described on Exhibit A and attached hereto and incorporated herein by reference

This easement is granted subject to the following reservations by the Grantor:

1. The right for agents, employees of Grantor, and the general public to park on the southern most side of the easement, and the right for the Grantor or its agents to restrict access to the easement by the general public in order to control parking during events held at the University of Montana-Western athletic field.
2. The right to use the road for all purposes in such a manner deemed necessary or desirable by Grantor in connection with the protection, administration, management, operation and utilization of Grantor's adjoining property as will not interfere unreasonably with the City of Dillon's use of the road.

This grant of easement shall run with the land and shall be binding upon and inure to the benefit of the parties to this easement, their respective heirs, successors and assigns forever.

Neither the Grantees, nor their successors and assigns, by this grant, will acquire any interest in or to the land described above belonging to the Grantor save and except the rights of access, operation, and maintenance set out herein.

By the granting of this road easement, Grantor does not assume any liability or

