

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as "Grantor," and the Eagle Sewer District, 44 North Palmetto Avenue, City of Eagle, Ada County, Idaho, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situated within Ada County, Idaho; and

WHEREAS, the Grantee desires to construct, install, maintain, repair, operate, and use a sewer line under, over, and across certain portions of said real property; and

WHEREAS, it is in the mutual interest of the Grantor and the Grantee that said sewer line be installed and that it be made available for the purposes and benefit of both the Grantor and the Grantee; and

WHEREAS, the parties hereto desire to create and establish a formal easement in the Grantee for said sewer line, and to set forth the manner in which said sewer line shall be installed, constructed, maintained, repaired, operated and used;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the parties hereto agree, for themselves, their heirs, successors, and assigns, as follows:

1. Grantor, subject to the terms and conditions hereinafter set forth, hereby grants and conveys unto the Grantee, its successors and assigns, an easement over, across, and under the following described real property in Ada County, Idaho, for the purpose of permitting the Grantee to construct, install, maintain, repair, use and operate an underground sewer line and related facilities:

(SEE ATTACHED EXHIBITS "A" and "B")

"A" - Easement Legal Description

"B" - Vicinity Map showing property and Easement

2. The duration of the easement herein granted shall be perpetual, unless the Grantee agrees to terminate or abandon its use of the same for the stated purpose.

3. Grantor further grants and conveys unto the Grantee, a temporary easement over, under, and across an additional strip of land 10 feet wide on both sides of the above-described permanent easement, which temporary easement shall be for the purpose of permitting the Grantee, its employees, agents, and contractors to thereupon operate such equipment and to use and store, on a temporary basis, such supplies, materials, and equipment as may be reasonably necessary for the construction and installation of the underground sewer line to be constructed in the herein above-described permanent easement. Said temporary easement shall terminate, and cease to be of any further force or effect, upon the completion of the underground sewer line in the permanent easement, or 18 months from the date hereof, whichever shall first occur.

4. Both easements hereinabove granted, the temporary easement and the permanent easement, shall specifically include, without limiting the foregoing, the right of the Grantee, its agents, employees, contractors, and assigns, to traverse the easement with vehicles and equipment, and to make such improvements and excavations thereon and thereunder as may be reasonably necessary to construct, install, maintain, repair, replace, operate, or use the above-specified underground sewer line.

5. The Grantee shall save and hold the Grantor harmless from any and all liability for personal injury and property damage resulting from, or in any way connected with, said underground sewer line, or any related facilities or activities conducted or located with said easements, except liability for personal injuries or property damage caused solely by the negligence or wrongdoing of the Grantor.

6. The Grantee shall, at all times, properly maintain the easements herein granted, and prevent the same from becoming dangerous and/or unsightly. Further, Grantee shall take all reasonable steps to restore and revegetate any ground areas disturbed by its sewer line construction or related activities in both the permanent and the temporary easements herein granted.

7. The parties acknowledge and agree that the easements herein granted are non-exclusive, and the Grantor, or its heirs, successors or assigns, shall be entitled at all times to travel over the easements, and to conduct any and all activities which they may desire to conduct in either the temporary or the permanent easement provided the same do not unreasonably interfere with the Grantee's use of said easement for the construction, installation, maintenance, repair, operation or use of the above-specified underground sewer line.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

GRANTOR:

Signature: _____
Print or Type:

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 20 ____ before me, a Notary Public, in and for said County and State, personally appeared _____ known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

GRANTEE:

EAGLE SEWER DISTRICT

By _____
Michael Gifford, Chairman

ATTEST:

Lynn Moser, General Manager/District Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 20____, before me, a Notary Public, in and for said County and State, personally appeared Michael Gifford and Lynn Moser, known or identified to me to be the Chairman and Secretary, respectively, of the Eagle Sewer District, the municipal corporation that executed the foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____