

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ referred to as “Grantor”, and the **EAGLE SEWER DISTRICT**, 44 North Palmetto Ave., Eagle, Idaho, 83616, hereinafter referred to as “Grantee”.

### RECITALS:

- A. Grantor is the owner of certain real property situated in the City of Eagle, Ada County, Idaho, hereinafter referred to as the “Subject Property”, and more particularly described in **Exhibit “A”** hereto.
- B. The Grantee is the owner and operator of a central sewer system, and in connection therewith, desires to acquire from the Grantor an easement over, under and across a certain portion of the Subject Property for an underground sewer line.
- C. The parties further desire to provide that the effectiveness of said easement, or portions thereof, may be suspended if, and for so long, as said easement or portions thereof are located within any dedicated public road right-of-way.
- D. The Grantee and the Grantor have agreed upon, and desire to herein memorialize the terms and conditions which will govern the granting and use of the aforementioned easement.

### AGREEMENT AND GRANT OF EASEMENT

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, for themselves, their heirs, successors and assigns, agree as follows:

- 1. Grantor, subject to the terms and conditions hereinafter set forth, hereby grant and convey unto the Grantee, its successors and assigns, an easement over, under and across that portion of the Subject Property described in **Exhibit "B"** hereto, for the purpose of permitting the Grantee to therein construct, install, maintain, repair, replace, use, and operate an underground sewer line or lines, and related facilities ("Easement").
- 2. The Easement shall be permanent and perpetual, unless Grantee agrees in writing to its termination, or it is otherwise abandoned or vacated by the Grantee; provided, however, that should any portions of the Easement hereafter come to be located within, or become a part of, a public right-of-way or a dedicated street or road, said Easement shall be deemed to be of no force or effect for so long as said right-of-way remains a dedicated

public street or road, during which time Grantee's rights shall be governed by applicable law and/or alternative agreements between Grantee and the governmental entity having jurisdiction over said dedicated public street or road right-of-way.

3. While in effect, said Easement shall specifically include, without limitation, the right of the Grantee, its agents, employees, contractors, and assigns, to traverse said 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 sewer lines and related facilities installed or located in the Easement.
4. Grantee shall save and hold Grantor harmless from any and all liability for personal injury or property damage resulting from, or in any way connected with, any use or activity undertaken or permitted by the Grantee, or any of its agents, employees, contractors or assigns.
5. Upon completion of its installation of sewer lines and related facilities within the Easement, and any subsequent construction or maintenance activity conducted therein by the Grantee, the Grantee shall immediately repair, restore and revegetate all disturbed surface areas in a manner consistent with conditions existing prior to the disturbance, all to the reasonable satisfaction of the Grantor.
6. This Agreement, and the easement herein granted shall be appurtenant to, and run with the title to the real property encumbered thereby, and shall obligate, and inure to the benefit of, the parties hereto and their respective successors and assigns.

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

"GRANTOR"

By: \_\_\_\_\_

\_\_\_\_\_

"GRANTEE"

EAGLE SEWER DISTRICT

By: \_\_\_\_\_

Ervin Ballou, Chairman

ATTEST

By: \_\_\_\_\_

Lynn Moser, Secretary

STATE OF IDAHO        )  
                                  ss.  
County of Ada         )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for said County and State, personally appeared \_\_\_\_\_, known or identified to me, to be the \_\_\_\_\_ and the person who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said corporation name.

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 \_\_\_\_\_

STATE OF IDAHO        )  
                                  ss.  
County of Ada

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for said County and State, personally appeared \_\_\_\_\_, known or identified to me, to be the person who subscribed his name to the foregoing instrument, and acknowledged to me that he 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 \_\_\_\_\_

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 Ervin Ballou and Lynn Moser, known or identified to me to be the Chairman and Secretary, respectively, of the EAGLE SEWER DISTRICT, the body politic that executed the foregoing instrument, and acknowledged to me that such body politic 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: \_\_\_\_\_