

**SAMPLE EASEMENT AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between BOISE STATE UNIVERSITY, an Idaho limited liability company, (hereinafter referred to as “Grantor”), and the City of Boise, a municipal corporation (hereinafter referred to as “Grantee”).

**RECITALS**

WHEREAS, Grantor owns certain real property, commonly referred to as \_\_\_\_\_ filed with Ada County on \_\_\_\_\_.

WHEREAS, Grantee seeks a permanent easement and right-of-way through and within \_\_\_\_\_, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating geothermal lines and mains and the right of ingress and egress in, from and to said easement, for the purpose of inspecting, maintaining, and repairing such geothermal mains and lines for widths of 12 and 15 feet within the line described on Exhibit A attached hereto and incorporated herein by reference.

In consideration of the mutual promises and obligations contained herein, the Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Easement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee its successors and assigns, a permanent easement and right-of-way through and within Grantor property, and as depicted on Exhibit A, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating geothermal lines and mains and the right of ingress and egress in, from and to said easement for the purpose of inspecting, maintaining and repairing such geothermal mains and lines.

The perpetual easement and right-of-way is hereby given and granted for the sole purpose of maintaining, repairing and operating geothermal lines and mains.

**EXHIBIT ‘A’****A PERMANENT EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A GEOTHERMAL WATERLINE SERVICE**

“Legal Description to be Developed”

GRANTOR(S) further give(s), grant(s) and convey(s) a temporary easement for the purposes of construction and installing said geothermal mains and lines generally described as:

A 12-foot wide strip of land adjacent and parallel to the northerly and easterly sides of the above described permanent easement (see Exhibit ‘A’, easement sketch)

2. Grant Reservation.

Grantor hereby expressly reserves and shall have the right to use and enjoy the property for itself, its successors, assigns, and permittees; the right at all times and for any purpose to go upon, across and recross and to use the said easement premises in a manner consistent with the existing nature of the property.

3. Restoration.

Upon completion of any repair or maintenance work contemplated hereunder, Grantee agrees to promptly restore the above-described property owned by Grantor to a condition equal or superior to that existing prior to exercising its rights under this easement. If and when Grantee makes any future repairs to the geothermal lines and/or allied facilities located on the above described property, Grantee shall expediently replace and restore any affected portion of the property to a condition equal or superior to that existing prior to the under-taking of such repairs and maintenance.

4. Indemnity.

Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor from any and all liability, loss or damage, Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way by Grantee or its agents. This indemnity shall continue so long as this Easement Agreement is in effect.

5. Recitals.

The recitals set forth above are hereby incorporated by this reference.

6. Binding Effect.

The rights and responsibilities set forth in this Agreement shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land.

7. Attorney Fees.

In the event of any action between the Grantor or Grantee for a breach of or to enforce any provision or right hereunder, the nonprevailing party in such action shall pay to the prevailing party all costs and expenses, expressly including, but not limited to, reasonable attorney fees and costs incurred by the successful party in connection with such action, including without limitation all fees and costs incurred on any appeal from such action or proceeding.

8. Headings.

The headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.

9. Recording.

Grantee shall, at its expense, record this Easement Agreement in the records of Ada County, Idaho, and shall provide Grantor with conformed copies of the recorded instruments, as well as executed originals of all documents. Such recording shall take place within five (5) business days of the execution of this Agreement.

IN WITNESS WHEREOF, the parties enter into this Easement Agreement this \_\_\_\_ day of \_\_\_\_\_, 2009.

GRANTOR:

BOISE STATE UNIVERSITY, an Idaho limited liability company  
BY

By:

\_\_\_\_\_,  
Registered Agent

ATTEST:

By:

\_\_\_\_\_, Secretary

GRANTEE:

CITY OF BOISE

By:

David H. Bieter, Mayor

ATTEST:

By:  
Jef Faw, City Clerk

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EXHIBIT II

STATE OF IDAHO )  
) ss.  
COUNTY OF ADA )

ON THIS \_\_\_\_ day of \_\_\_\_\_, in the year 2009, before me,  
\_\_\_\_\_, a notary public in and for said state, personally appeared David H. Bieter, known or identified to me to be the Mayor of the City of Boise City, the municipal corporation that executed the within instrument on behalf of said municipal corporation, 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 in and for Idaho  
Residing at:  
Commission Expires:

