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## GRANT OF EASEMENT

FOR VALUE RECEIVED, \_\_\_\_\_, GRANTOR(S) hereby grant(s), bargain(s), sell(s), convey(s), and transfer(s) unto CITY OF BOISE CITY, a municipal corporation, GRANTEE, its successors and assigns, a permanent easement and right-of-way for the purpose of locating, establishing, constructing, maintaining, repairing and operating underground sewer lines and mains together with the right to excavate and refill ditches and/or trenches for the location of said sewer lines or mains, the right to remove bushes, trees, undergrowth and other obstructions interfering with the location, construction and maintenance of said sewer lines and mains and the right of ingress and egress in, from, to and over said easement for the purpose of inspecting, maintaining and repairing such sewer mains and lines.

The perpetual easement and right-of-way hereby given, granted, conveyed and transferred for maintaining, repairing and operating underground sewer lines and mains is described in general language as follows:

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

TO HAVE AND TO HOLD the said perpetual easement, rights, and rights-of-way to City of Boise City, its successors and assigns forever, except the GRANTOR(S) reserve(s) the right to occupy, use and cultivate the surface of said easement for all purposes not inconsistent with the rights herein granted. Further, the GRANTEE agrees and covenants with the GRANTOR(S) to restore the subsurface and surface of the easements and rights-of-way herein granted and conveyed, to a like condition existing prior to the grant of this easement and right-of-way and to indemnify and save and hold harmless GRANTOR(S) 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.

The parties whose names appear below as GRANTORS, covenant and warrant that they are the OWNERS of the property to which this document applies, are fully authorized to execute this document and forever bind themselves, their successors and assigns and the subject property to the terms set forth herein.

IN WITNESS WHEREOF, the GRANTOR(S) has (have) caused this instrument to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF IDAHO )  
  ) ss.  
County of Ada         )

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said State, personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the \_\_\_\_\_ day and year first above written.  
My Notary Commission Expires \_\_\_\_\_.  
My Notary Bond Expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_, Idaho  
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STATE OF IDAHO )  
 ) ss.  
County of Ada )

ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the \_\_\_\_\_ within instrument, and acknowledged to me that such corporation executed the same.

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

My Notary Commission Expires \_\_\_\_\_.

My Notary Bond Expires \_\_\_\_\_, 20\_\_.

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Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho

STATE OF IDAHO )  
 ) ss.  
County of Ada )

ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_ known to me to be one of the partners in the partnership of \_\_\_\_\_ and the partner or one of the partners who subscribed said partnership name to the within instrument, and acknowledged to me that he executed the same in said partnership name.

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

My Notary Commission Expires \_\_\_\_\_.

My Notary Bond Expires \_\_\_\_\_, 20\_\_.

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\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho

STATE OF IDAHO )  
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County of Ada        )

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ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public  
in and for said State, personally appeared \_\_\_\_\_ and  
\_\_\_\_\_ known to be the \_\_\_\_\_ and  
\_\_\_\_\_ of the limited liability company that  
executed the within instrument, and acknowledged to me that such limited liability company  
executed the same.

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

My Notary Commission Expires \_\_\_\_\_.

My Notary Bond Expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_, Idaho