

## **SANITARY SEWER AND WATER MAIN EASEMENT**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, the parties of the first part, and hereinafter called the Grantors, and the City of Garden City, Ada County, Idaho, the party of the second part, and hereinafter called the Grantee;

### **WITNESSETH:**

WHEREAS, the Grantors desire to provide a sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said pipelines from time to time by the Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by the Grantors, and other good and valuable consideration, the Grantors do hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of sanitary sewer and water mains over and across the following described property:

### **(SEE ATTACHED EXHIBIT A)**

The easement hereby granted is for the purpose of construction and operation of sanitary sewer and water mains and their allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, it's successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTORS hereby covenant and agree that they will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

THE GRANTORS do hereby covenant with the Grantee that they are lawfully seized and possessed of the aforementioned and described tract of land, and that they have a good and lawful right to convey said easement, and that they will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR:

GRANTEE: CITY OF GARDEN CITY:

---

Date

---

Date

---

Signature

---

\_\_\_\_\_, Mayor

---

Attest by \_\_\_\_\_, City Clerk

Approved By City Council On: \_\_\_\_\_

STATE OF IDAHO )  
                    ) ss  
County of Ada    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known or identified to me to be the President and Secretary, respectively, 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.

---

Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires: \_\_\_\_\_