

**Recording Requested By and
When Recorded Return to:**

**Eagle Sewer District
44 N. Palmetto Ave
Eagle, Idaho 83616**

**For Recording Purposes
Do Not Write Above This Line**

SANITARY SEWER RIGHT-OF-WAY AND SERVICE AGREEMENT

THIS SANITARY SEWER RIGHT-OF-WAY AND SERVICE AGREEMENT (hereinafter designated as the "Agreement") made this _____ day of _____ 2025, by and between the IDAHO DEPARTMENT OF PARKS AND RECREATION, an executive agency of the State of Idaho, whose mailing address is 5657 Warm Springs Ave, Boise, Idaho 83716 (hereinafter designated as the "Grantor"), and EAGLE SEWER DISTRICT, a public body of the State of Idaho authorized under Idaho Code §42-3202, with its principle offices located at 44 N. Palmetto Ave, Eagle, Idaho 83616 (hereinafter designated as the "Grantee").

WITNESSETH: That the Grantor in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by the Grantee, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, and its successors and assigns, a non-exclusive easement and right-of-way for the construction, installation and continued operations, maintenance, repair, inspections, alteration, replacement and removal of underground sewer and forcemain pipe lines and all necessary appurtenances, including manholes, collection lines, lift stations and vaults (collectively "wastewater facilities") together with the right and privilege of ingress and egress to and for the Grantee, and its employees, agents, contractors, sub-contractors, successors and assigns, over, under, on, through, in, upon and across the following described real property belonging to the Grantor and as described on attached Exhibit A, which is hereby incorporated into this Agreement by reference.

The foregoing grant of easement and right-of-way is also depicted on the plans contained on page 6 of Exhibit A, and is further subject to the following conditions, covenants and agreements of the parties hereto:

1. Runs with the Land. The easement and right-of-way granted hereby shall encumber the described real property of the Grantor and shall be binding upon the successors and assigns of the Grantor; and may be released, extinguished or abandoned only by a written agreement executed by the Grantee and the Grantor.
2. Right of Entry. The Grantee shall have the right and privilege at any and all times, at its sole cost, to enter in and upon the described real property, or any part thereof, without notice, for the purposes to trim or cut and clear away any trees and bushes, the removal of which is necessary for the laying, construction, installation, maintenance, improvement, operation, use, inspections, repair, replacement and removal of the wastewater facilities, whether or not a hazard to the wastewater facilities.

3. No O&M by Grantor. The Grantor shall bear no responsibility for, or liability for the costs of operating, inspecting, maintaining, repairing or removing any part of the wastewater facilities within the easement and right-of-way.
4. Prohibition to Blocking Access. The parties acknowledge that a majority of the wastewater facilities run underneath Grantor's paved roads, and that the right-of-way is currently planted or will be planted with trees and shrubs to complement the outdoor recreation purposes of Eagle Island State Park, including a resource management lease for the growing and harvesting of hay. Other than these currently planned or existing surface uses, the Grantor shall not erect or construct any buildings, fences or other structures on the easement and right-of-way, nor plant crops, shrubs or trees on the easement and right-of-way, or otherwise limit the Grantee's ability to access, maintain, or operate the wastewater facilities or in any way limit the Grantee's ability to exercise its rights under this Agreement. Should the Grantor limit the Grantee's access right contrary to the terms this Agreement, the Grantee must give written notice to the Grantor explaining how access has been limited. Then, the Grantor shall be responsible for the removal of the structure or vegetation within 30 calendar days of the Grantee's written notice. Should the Grantee incur a cost for the removal of any structure or vegetation in order to access its wastewater facilities within the easement and right-of-way, then the Grantor shall reimburse the Grantee said cost within 30 calendar days of the Grantee's delivery of the invoice to the Grantor of such cost incurred.
5. Return to Original Condition. The Grantee shall backfill and shape any trench made by it on the easement and right-of-way and shall return the easement as close as possible to its original condition, normal wear and tear excepted. Except that if the Grantee needs to access any part of a service line of the wastewater facilities, after backfilling and shaping by the Grantee, the cost and administration of finishing the surface area and repaving or replanting that area to return it to the condition it was in prior to the Grantee's work will be borne by the Grantor. The Grantee shall use caution at all times to prevent damage to the Grantor and all of the Grantor's property.
6. Prohibition to Install Utility Lines. The Grantor shall not suffer or permit the installation of any electric, cable, water, gas or other utility lines, pipes, poles or other appurtenances on, over, under or across the easement and right-of-way granted hereby if such installation limits the Grantee's ability to access, maintain or operate the wastewater facilities or in any way limits the Grantee's ability to exercise its rights under this Agreement.
7. Grantee Retains All Equipment. Any wastewater facilities installed, maintained, removed, or replaced by the Grantee in the easement and right-of-way shall at all times be and remain the sole personal property of the Grantee for use in its business, subject to removal by it after reasonable notice to the Grantor, and shall be deemed to be personal property and not permanently affixed to the realty so as to become fixtures.
8. Monthly Service Fees. Initially, monthly service fees are \$45 per connection. Future rates will be determined by the Grantee following the same standard rate calculations used by the Grantee's for a single-family home.

9. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and may not be amended or terminated except by written agreement signed by both parties hereto. This Agreement supersedes all prior oral and written agreements or understandings with respect to the subject matter hereof.
10. Assignment. The Grantee shall have the right to assign this easement and right-of-way and the rights granted to it hereby with the written approval or permission of the Grantor.
11. Authority to Convey. The Grantor represents that it is the fee simple owner of the described real property and has the right in that property to grant this non-exclusive easement. The Grantor advises, and the Grantee hereby acknowledges, that this easement is non-exclusive and subject to the easement rights of others to whom the Grantor has previously granted, or may in the future grant, easement rights within the described real property. The Grantor covenants and warrants that any prior easement granted, and future easement granted are not intended to, and are not known to prevent the Grantee from reasonably exercising the rights being granted herein.
12. No Implied Easements. There are no implied easements across or in any way attaching to the Grantor's real property regarding or relating to the easement and right-of-way granted in this Agreement.
13. Binding on Successors. This Agreement shall be binding upon the successors or assigns of the respective parties.
14. Legal Authority. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.
15. No Personal Liability. No director, official, officer or employee of the Grantor or the State of Idaho shall be in any way liable or responsible for any covenant or agreement herein contained, nor for any statement, representation or warranty made herein or in any way connected with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Grantor shall have any personal liability or responsibility hereunder, and the sole responsibility and liability for the performance of this Agreement, and all of the provisions and covenants herein contained pertaining to the Grantor shall rest in and be vested with the Grantor.
16. Notice. Any and all notices, demands, consents and approvals required pursuant to this Agreement shall be delivered to the parties as follows:

Eagle Sewer District	Idaho Department of Parks and Recreation
c/o Neil Jenkins	Attn: Eagle Island State Park
44 N Palmetto Ave	PO Box 83720
Eagle, ID 83616	Boise, ID 83720-0065

Notices shall be deemed to have been delivered upon hand deposit in the United States mail as provided above.

17. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF these presents have been executed by the undersigned and caused to be subscribed by a duly authorized representative, all as of the day and year herein first written above.

GRANTOR:

STATE OF IDAHO,
DEPARTMENT OF PARKS AND RECREATION

By: _____
Susan Buxton, Director

STATE OF IDAHO)
)ss.
County of Ada)

On this ____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **SUSAN E. BUXTON**, as the Director of the **IDAHO DEPARTMENT OF PARKS AND RECREATION**, that executed the foregoing instrument and acknowledged to me that she executed the same as said Director, and that the State of Idaho, Department of Parks and Recreation has 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: _____
James Gruber, Chairman

ATTEST:

Neil Jenkins, Secretary

STATE OF IDAHO)
)ss.
County of Ada)

On this ____ day of _____ 2025, before me, a Notary Public for the State of Idaho, personally appeared **JAMES GRUBER** and **NEIL JENKINS**, known or identified to me, to be the Chairman and Secretary, respectively, of **EAGLE SEWER DISTRICT**, and the persons who executed the instrument on behalf of said corporation, 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 in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at _____

My Commission Expires _____

Project No: 200296
Date: March 6, 2025
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**SANITARY SEWER EASEMENT
DESCRIPTION**

A strip of land, lying 10.00 feet on both side of an existing sanitary sewer line and the perimeter fence of a sewer lift station, located in the NE1/4 of Section 13, Township 4 North, Range 1 West, Boise Meridian and the W1/2 of Section 18, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the one-quarter corner common to said Sections 13 and 18; thence, along the section line common to said sections,

A. N.00°04'34"W., 269.94 feet to the **POINT OF BEGINNING**, thence, leaving said section line,

1. S.58°23'54"W., 173.57 feet; thence,
2. S.89°24'36"W., 330.34 feet; thence,
3. S.84°46'20"W., 374.99 feet; thence,
4. S.66°49'00"W., 94.16 feet; thence,
5. S.89°05'23"W., 293.05 feet; thence,
6. N.01°59'42"W., 104.82 feet; thence,
7. S.86°16'29"W., 53.41 feet; thence,
8. N.03°43'31"W., 20.00 feet; thence,
9. N.86°16'29"E., 74.02 feet; thence,
10. S.01°59'42"E., 105.81 feet; thence,
11. N.89°05'23"E., 269.49 feet; thence,
12. N.66°49'00"E., 93.38 feet; thence,
13. N.84°46'20"E., 378.96 feet; thence,
14. N.89°24'36"E., 325.60 feet; thence,
15. N.58°23'54"E., 382.27 feet; thence,
16. N.12°17'43"E., 168.95 feet; thence,
17. N.00°13'37"E., 300.55 feet; thence,

18. N.00°07'49"E., 401.23 feet; thence,
19. N.02°44'18"W., 102.95 feet; thence,
20. N.87°15'42"E., 20.00 feet; thence,
21. S.02°44'18"E., 103.45 feet; thence,
22. S.00°07'49"W., 401.75 feet; thence,
23. S.00°13'37"W., 302.68 feet; thence,
24. S.12°17'43"W., 169.27 feet; thence,
25. S.50°05'37"E., 44.26 feet; thence,
26. N.25°52'38"E., 16.59 feet; thence,
27. S.64°07'22"E., 74.00 feet; thence,
28. S.25°52'38"W., 15.49 feet; thence,
29. S.62°59'09"E., 189.47 feet; thence,
30. N.84°02'02"E., 151.58 feet; thence,
31. N.83°21'41"E., 751.55 feet; thence,
32. N.01°03'12"W., 780.98 feet; thence,
33. N.05°12'00"E., 60.77 feet; thence,
34. N.00°45'25"E., 424.71 feet; thence,
35. S.89°14'35"E., 20.00 feet; thence,
36. S.00°45'25"W., 357.77 feet; thence,
37. N.88°52'50"E., 537.03 feet; thence,
38. N.42°24'17"E., 93.85 feet; thence,
39. N.00°57'46"E., 161.77 feet; thence,

40. N.48°46'31"E., 147.67 feet; thence,
Project No: 200296
Date: March 6, 2025
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41. S.60°55'09"E., 21.24 feet; thence,
42. S.48°46'31"W., 145.97 feet; thence,
43. S.00°57'46"W., 160.47 feet; thence,
44. S.42°24'17"W., 110.01 feet; thence,
45. S.88°52'50"W., 546.28 feet; thence,
46. S.00°45'25"W., 47.71 feet; thence,
47. S.05°12'00"W., 60.45 feet; thence,
48. S.01°03'12"E., 798.03 feet; thence,
49. S.83°21'41"W., 758.18 feet; thence,
50. S.14°56'07"E., 215.08 feet; thence,
51. N.79°42'24"E., 308.87 feet; thence,
52. S.52°29'16"E., 170.16 feet; thence,
53. S.09°44'17"E., 215.69 feet; thence,
54. S.44°27'38"W., 328.85 feet; thence,
55. S.28°38'25"E., 350.55 feet; thence,
56. S.08°39'49"E., 167.50 feet; thence,
57. S.81°20'11"W., 20.00 feet; thence,
58. N.08°39'49"W., 163.98 feet; thence,
59. N.28°38'25"W., 361.85 feet; thence,
60. N.44°27'38"E., 333.45 feet; thence,
61. N.09°44'17"W., 197.63 feet; thence,
62. N.52°29'16"W., 153.47 feet; thence,

63. S.79°42'24"W., 309.02 feet; thence,
64. S.77°19'55"W., 275.62 feet; thence,
65. S.06°47'42"W., 294.23 feet; thence,
66. S.06°36'29"W., 397.47 feet; thence,
67. S.25°11'44"E., 181.43 feet; thence,
68. S.75°44'50"E., 158.58 feet; thence,
69. S.88°33'38"E., 394.76 feet; thence,
70. S.01°26'22"W., 20.00 feet; thence,
71. N.88°33'38"W., 397.01 feet; thence,
72. N.75°44'50"W., 170.27 feet; thence,
73. N.25°11'44"W., 196.57 feet; thence,
74. N.06°36'29"E., 403.20 feet; thence,
75. N.06°47'42"E., 308.41 feet; thence,
76. N.77°19'55"E., 279.56 feet; thence,
77. N.14°56'07"W., 216.92 feet; thence,
78. S.84°02'02"W., 167.39 feet; thence,
79. N.62°59'09"W., 179.39 feet; thence,
80. S.25°52'38"W., 12.51 feet; thence,
81. N.64°07'22"W., 33.98 feet; thence,
82. S.28°14'25"W., 305.26 feet; thence,
83. N.61°45'35"W., 20.00 feet; thence,
84. N.28°14'25"E., 304.43 feet; thence,

85. N.64°07'22"W., 20.01 feet; thence,

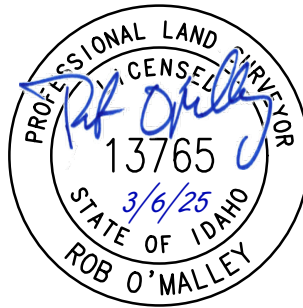
Project No: 200296
Date: March 6, 2025
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86. N.25°52'38"E., 20.80 feet; thence,

87. N.50°05'37"W., 48.12 feet; thence,

88. S.58°23'54"W., 211.31 feet to the **POINT OF BEGINNING**.

CONTAINING: 4.63 Ac.



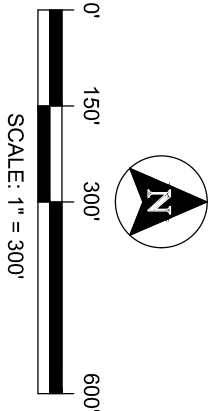
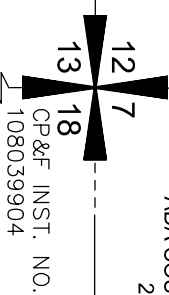


EXHIBIT SKETCH - SEWER EASEMENT

LOCATED IN THE NE1/4 OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
AND THE W1/2 OF SECTION 18, TOWNSHIP 5 NORTH, RANGE 1 EAST, BOISE MERIDIAN,
ADA COUNTY, IDAHO
2025



CP&F INST. NO.
108039904

S89°55'26"W
206.61'

N00°04'34"W 2549.97'

1098.71'

269.94'

POINT OF BEGINNING

13 18

1/4 COR

CP&F INST. NO.
109015731

1362.95'

N89°31'43"E 2649.72'

211.57'

S00°28'17"E

POINT OF BEGINNING

LIFT STATION

10.00'

20.00'

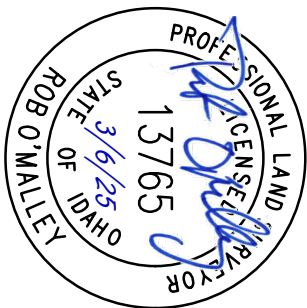
SOUTH CHANNEL BOISE RIVER

LEGEND

EASEMENT BOUNDARY

SECTION LINE

CALCULATED POINT



332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

202506-VXB, SS Easement.dwg

February 2025