

**AGREEMENT FOR PERMANENT EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by and between \_\_\_\_\_ hereinafter called the Grantor, and the City of Nampa an Idaho municipal corporation, Grantee, 411 3<sup>rd</sup> Street South, Nampa, ID 83651;

**WITNESSETH:**

WHEREAS: The Grantor is the record owner of the following described real estate in Canyon County, State of IDAHO.

See attached Exhibit "A" for \_\_\_\_\_

And has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and for good and valuable consideration, the receipt of all of which hereby is acknowledged by the Grantor, they agree as follows:

The Grantor does hereby grant, assign and convey to the Grantee:

See attached Exhibit "A" for \_\_\_\_\_

The Grantee shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the Grantee's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

The Grantor by these presents does grant, bargain, sell and convey unto the Grantee and its successors and assigns, a permanent easement over and across the described property to construct or reconstruct, maintain, inspect, operate, protect, repair, replace, alter or remove pipelines, streets and appurtenant structures on said permanent easement.

The Grantor herein agrees not to build, construct, or permit to be built or constructed, any obstruction, building or other structures over or that would interfere with operation or maintenance of said pipelines, or Grantee's rights hereunder.

The Grantee hereby agrees to hold and save the Grantor harmless from any and all claims of third parties arising from Grantee's use of the rights herein granted.

The easement described above shall continue for a period of perpetuity.

In witness whereof, the parties hereto have executed this agreement the day and year first above written.

Grantor(s):

Grantee:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Michael J. Fuss  
Public Works Director

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public, in and for said State, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Commission expires:

SEAL

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public, in and for said State, personally appeared **Michael J. Fuss**, known to me to be the person whose name is subscribed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Commission expires:

SEAL