

---

## UTILITY EASEMENT

1. **Parties.** This Utility Easement (“Easement”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Grantor and the Grantees, identified as follows:

**A. Grantor:** This easement is granted by **James M. Moreland as the sole Member / Manager of the 116 Mill Rd, LLC, an Idaho limited liability company,** (“Grantor”) whose address is 1100 NE 28<sup>th</sup> Ave. Ste. 100 Portland OR 97232.

**B. Grantor’s Property:** Grantor is the owner of the following real property:

Lot 14A of a Replat of Lots 13-15 of Welty Addition No. 1 and the North Half of Lot 1 of Welty Addition No. 2 according to the plat recorded in Book 10 of Plats, Page 86, records of Bonner County, Idaho.

AND

That real property described in the attached Exhibit 1.

Collectively, these parcels of real property shall be referred to herein as “Grantor’s Property”.

**C. Grantee:** The Grantee is **City of Dover, an Idaho municipal corporation,** (“Grantee”) whose address is P.O. Box 115, Dover, Idaho 83825.

## RECITALS

WHEREAS, the Independent Highway District vacated certain right of way for the benefit of Grantor, Resolution 2019-07-01, recorded as instrument number 941411, records of Bonner County, Idaho;

WHEREAS, the area of vacated right of way became part of Grantor's Property;

WHEREAS, as part of the vacation, the Grantor agreed to grant the City of Dover a utility easement for the primary purpose of relocating the City's waterline and water main within the vacated property.

WHEREAS, the vacation contains additional terms not stated herein.

WHEREAS, the Grantor desires to grant to Grantee a utility easement, subject to the terms and conditions set forth herein and for the purpose of avoiding underground utilities north of the vacated property.

## EASEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiently which is hereby acknowledged, the parties hereby agree as follows:

1. **Exclusive Grant.** Grantor hereby grants, conveys and assigns to Grantee an exclusive, perpetual easement over, on, across, and through a portion of Grantor's Property.
2. **Location of Easement.** The portion of Grantor's Property subject to the easement is more accurately described in the attached Exhibit 1 ("Easement Area"). A graphical depiction of the Easement Area is described in the attached Exhibit 2.
3. **Purpose of Easement.** The Easement shall be for public utilities, specifically water lines and sewer lines.
4. **Restrictions.**
  - 4.1. The Grantor shall not build or locate any structure within the Easement Area. The Grantor may use the Easement Area provided that the use does not conflict with the City's use of the Easement Area, e.g. temporary parking, snow storage, etc.
  - 4.2. The Grantor may plant vegetation or landscape the Easement Area but the City shall not be responsible for replacing the vegetation or landscaping within the Easement Area if it is removed for any reason. Such replacement and repair shall be at the Grantor's own cost. If the City performs work within the Easement

Area, the City shall replace and return any soil removed from the work area and return the site to the same elevation as previous.

- 5. **Binding on Successors.** This Easement shall be recorded in the official records of Bonner County, Idaho, and shall be binding on the heirs, successors, administrators, executors, and assigns of all parties hereto and shall run with the land.
- 6. **Attorney's Fees.** In any suit to enforce or interpret this Easement, the prevailing party shall be entitled to its reasonable attorney's fees.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day and year first written above.

**GRANTEE:**

CITY OF DOVER

\_\_\_\_\_  
Anne Shaha, Mayor

Dated: \_\_\_\_\_

STATE OF IDAHO )  
COUNTY OF BONNER ) SS.

On this \_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_, before me, a Notary Public for the state of Idaho, personally appeared **Anne Shaha** known or identified to me to be the person whose name who executed the within instrument, as the **Mayor of the CITY OF DOVER**, who acknowledged to me that she executed the same freely and voluntary in such capacity, and under oath stated that she is authorized to execute said instrument in such official or representative capacity.

(Sign) \_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**GRANTOR: James M. Moreland as the sole Member / Manager of the 116 Mill Rd, LLC, an Idaho limited liability company**

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF IDAHO )  
COUNTY OF BONNER ) SS.

On this \_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_, before me, a Notary Public for the state of Idaho, personally appeared **James M. Moreland**, known or identified to me to be the manager or a member of **116 Mill Rd, LLC** that executed the within instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

(Sign) \_\_\_\_\_  
NOTARY PUBLIC for the state of Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT 1: Legal Description of Easement Area**

December 3, 2019

Beginning at the Northeast Corner of Lot 14A of "A Replat of Lots 13 – 15 of Welty Addition No. 1 and the North Half of Lot 1 of Welty Addition No. 2" according to the plat thereof recorded in Book 10 of Plats, Page 86, from which northeast corner the northwest corner of said Lot 14A bears S89°36'39"W a distance of 152.30 feet;

Thence S1°18'25"W along the east line of said lot a distance of 9.32 feet;

Thence N44°12'05"W a distance of 6.05 feet;

Thence N0°47'55"W a distance of 4.95 feet to a point on the north line of said Lot 14A;

Thence N89°36'39"E along the north line of said lot a distance of 4.36 feet to the Point of Beginning.



## EXHIBIT 2: Depiction of Easement Area

