



## Easement Templates

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In accordance with [Executive Order 2020-02, Transparency in Agency Guidance Documents](#), guidance documents promulgated by the department are not new laws. They represent an interpretation of existing law, except as authorized by Idaho Code or incorporated into a contract.

### Agency Contact

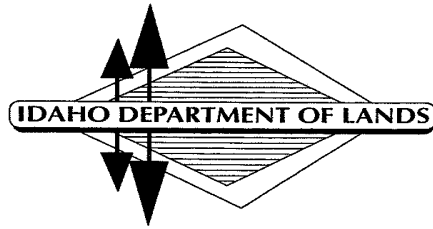
Right-of-Way Program Manager

Please contact your local Idaho Department of Lands Supervisory Area for assistance on a right-of-way related project: <https://www.idl.idaho.gov/about-us/supervisory-areas/>.

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*[Notes: consider everything in grey as optional - delete if Not Applicable and edit appropriately (Including deleting this sentence and embedded instructions) (Watch the location of the address line and IDL logo, sometimes they overlap each other or move)]*



300 N. 6th St., Suite 103  
 PO Box 83720  
 Boise, Idaho 83720-0050  
 Phone (208) 334-0200 Fax (208) 334-3698

*[This template is ONLY to be used for IDL roads]*

**Road Use Permit (RU) \_\_\_ - \_\_\_\_**

*[Road Use ("RU") + area prefix and chronological # assigned by Area [00-0000]]*

This Road Use Permit ("Permit") hereby grants permission this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **Idaho Department of Lands**, ("Permittor"), and *[name all parties who are 'permittees' including operator, if known]* \_\_\_\_\_ whose address is \_\_\_\_\_ and phone number is (---) -----, ("Permittee"); for use of *[describe use in sufficient detail e.g. transporting specialized logging/road construction equipment, hauling logs, and administrative/management access]* on or across the following described Endowment Lands shown in detail on the Map(s) attached hereto and incorporated herein, labeled as Exhibit A:

Township ("Twn") Range ("Rng") Section ("Sec") Legal Description of Idaho Department of Lands ("IDL") Endowment Lands and any Road Number(s), if applicable. *[Examples below in grey]*

Twn	Rng	Sec	Description {to the quarter-quarter} (include as much detail, as applicable)	County	Acres	Endowment Beneficiary	Road number (if applicable)
44N	1W	35	Pts.NE, Pts. E1/2NW, Pts. NENESE	Benewah	2.07	SS	
44N	1W	36	Pts. W1/2NW, Pts. NWNWSW	Benewah	.97	PS	

This Permit creates a Rights-of-Way ("ROW") 0.00 miles in length, 00 feet in width, containing approximately 0.00 acres, and is located upon the ground according to *the [survey line, figures, measurements, widths, and/or other references figures]* shown on the Map attached hereto and incorporated herein (the "Permit Area") labeled as Exhibit A.

Accessing: \_\_\_\_\_ *[Consider including Permittee's land being accessed (T/R/S, 1/4 1/4)]*

Permit is limited to uses associated with: *[Can insert harvest plan, compliance numbers, lease, or other description]*

**A. FEES:** *[Edit as necessary]*

1. Total Permit Fee: *[Insert from summation of annual fees, calculated from RW Instructions page]* This Permit is granted in consideration of \_\_\_\_\_ \$\$ and/or services “in lieu of” \_\_\_\_\_ *[state method of payment, and describe any services in lieu in Exhibit B. When in lieu of services are to be approved, describe these items in Exhibit B, since all or a portion of the Total Permit Fee may be paid as services in lieu. “In lieu of” services: meaning performed services in lieu of the payment of fees.]*

2. Maintenance Charges: Permittee shall pay *[(A) maintenance and/or (B) surface replacement]* charges in the amount of *[\$ insert amount]* per *[insert unit (i.e. Thousand Board Feet (MBF), MBF per mile, load, etc.)]* for any volume hauled over Permit Area. *[Delete if Not Applicable “N/A”]*

3. Road Buy-In Charges: Permittee shall pay *[deferred maintenance and/or capital contribution]* charges in the amount of *[\$ insert amount]* per *[insert unit (i.e. MBF, MBF per mile, load, etc. Road “buy – in”)]* for Permittee’s proportionate share of the existing road. *[Delete if N/A]*

**B. GENERAL TERMS AND CONDITIONS:** *[Edit grey fields as necessary. Re-number accordingly]*

1. This temporary, conditioned access is granted to Permittee, and Permittee’s agents, contractors, licensees, authorized users, and/or operators and employees. No extension of permit rights by Permittee is authorized without written consent of Permittor.

2. This Permit is non-exclusive permission, and use of the road will be in common with other users, as Permittor may allow. This Permit is subject to all valid rights existing on the date of this Permit. Permitted uses shall not interfere with nor restrict any management activities of Permittor, which shall take precedence over all other uses.

3. Use of roads constructed under authority of this Permit shall be subject to control by Permittor, and the roads shall at all times be open to use by Permittor, unless other arrangements have been made.

4. This Permit may be amended to include additional permittees only with the express written approval of Permittor. All terms and conditions contained within this Permit shall apply to any additional users.

5. Permittee shall comply with all federal, state, and local laws, rules and regulations, including rules of the State Board of Land Commissioners, and all laws pertaining to State Fire, Forest, Watershed, and Stream Channel Protection Acts, etc. Permittee is responsible for obtaining any other necessary governmental permits for the Permit Area.

6. Permittee shall take appropriate measures to control noxious weeds within the Permit Area in accordance with Title 22, Chapter 24, Idaho Code. Permittee shall cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds within the Permit Area.

7. Permittee shall take appropriate measures to mitigate fire dangers and avoid causing fires.
8. If applicable, Permittee shall follow the Idaho Forest Practices Act requirements and implement best management practices to effectively control storm water and erosion within the Permit Area.
9. Permittee shall exercise every reasonable effort to protect the timber, forage, and watershed resources within the Permit Area.
10. Permittee shall fully repair, at its own expense, any damage to roads caused by Permittee in exercise of the privileges granted by this Permit.
11. All persons executing this Permit on behalf of Permittee have been duly and validly authorized by Permittee to execute this Permit, and no further action by Permittee is required to approve this Permit or to undertake the obligations contemplated hereby.
12. This Permit does not create a public ROW.
13. Road access under this Permit (is / is not) for residential use.

**C. INSURANCE and SECURITY:**

***[INSURANCE REQUIREMENT\*\*\****

*Insurance coverage may be required for the issuance of an RU. IDL holds discretionary authority to require the appropriate type and level of insurance coverage for activities related to land management that cross Endowment Lands managed by IDL. Individuals and entities must provide IDL with the appropriate documentation confirming that the required coverage is in effect. In certain, rare cases "Self-insurance" may suffice, consult legal counsel and Right-Of-Way (ROW) staff in this situation. DELETE IF NOT APPLICABLE – make sure to update numbering system.]*

1. Insurance: Permittee shall carry at all times valid vehicular insurance on all vehicles and equipment operating within the Permit Area.
2. Security: Concurrent with the execution of the Permit, Permittee shall furnish a bond or cash deposit as security in the amount of \$\_\_\_\_\_, in favor of Permitter to protect Permitter against loss or damage caused by Permittee. The bond or cash deposit shall not be released until all terms and conditions of the Permit have been fulfilled and the bond or cash deposit is released in writing by Permitter.

**D. INDEMNIFICATION: *[TERM MAY NOT BE APPLICABLE, if Permittee is a public agency or department. If this Permit is part of a negotiated access exchange, IDL may seek Office of the Attorney General guidance to modify or remove this term, as IDL cannot have such a term in its Acquired Easement / Permit. Delete entirely if not applicable. Make sure to update numbering system]***

1. Permittee shall indemnify, defend, and save harmless Permitter, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of,

or in connection with Permittee's acts or omissions under this Agreement or Permittee's failure to comply with any state or federal statute, law, regulation, or rule.

2. Upon receipt of Permitter's tender of indemnity and defense, Permittee shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for Permitter, to begin fulfilling its obligation to indemnify, defend, and save harmless Permitter. Permittee's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of Permitter under this Agreement. However, if it is determined by a final judgment that Permitter's negligent act or omission, is the sole proximate cause of a suit or claim, Permitter shall not be entitled to indemnification from Permittee with respect to such suit or claim, and Permitter, in its discretion, may reimburse Permittee for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to the following section.

3. Any legal defense provided by Permittee to Permitter under this section must be free of any conflicts of interest, even if retention of separate legal counsel for Permitter is necessary. Any attorney appointed to represent Permitter must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code §§ 67-1401(13) and 67-1409(1).

**E. MAINTENANCE, ROAD CONSTRUCTION, RECONSTRUCTION AND EMERGENCY REPAIRS:** [Modify as situation warrants. Delete if N/A. Re-number accordingly.]

**Existing Roads:**

1. Permittee shall maintain all roads within the Permit Area as they exist at the time of this Permit's issuance or as they exist following construction or improvement.

2. Permittee shall maintain roads within the Permit Area at its own expense, including, but not limited to, grading the road surface; removing the berm on the outside edge; cleaning culverts, ditches, and catch basins; maintaining rolling dips and sediment traps; and abating dust. Permittee shall minimize side casting of material by spreading material on the road surface.

3. Permittee shall protect the sub-grade on all portions of the road within the Permit Area.

4. Permittee shall replace or repair culverts that become damaged due to Permittee's use.

5. Permittee shall cut only such timber as necessary in the Permit Area when clearing for road reconstruction and maintenance. Merchantable timber shall be cut into logs of lengths specified by Permitter and decked along the road for disposal by Permitter, or otherwise stated in Exhibit B.

6. Permittee shall be required to reshape and construct water barriers for erosion control on unsurfaced roads, skid trails, and landings at the end of each operating season and upon completion of use, in accordance with the specifications set forth in Exhibit B, attached hereto.

7. Written authorization to plow snow must be obtained from Permitter prior to snow removal activities. If approved, snow berms resulting from winter snow plowing will be removed or breached as designated by Permitter.

8. Permittee shall perform maintenance and/or replace surface material as referenced in Section A.2. In lieu of payment, as described in detail in Exhibit B.

9. Permittee shall perform deferred maintenance and/or capital improvements as referenced in Section A.3. In lieu of payment, as described in detail in Exhibit B.

10. Unless Permitter agrees in writing to share the costs of improvements or repairs within the Permit Area in advance of such improvements or repairs being made, Permittee shall be solely responsible for the cost of such improvements or repairs.

11. Pre-authorized maintenance work performed by Permittee shall be credited toward the A.2 maintenance portion of Permittee fees.

12. Pre-authorized deferred maintenance and/or capital improvement work performed by Permittee shall be credited toward the A.3 deferred maintenance portion of Permittee fees.

**New Road Construction / Reconstruction** (modify as situation warrants. Delete if n/a.): [Items / specifications to be included in Exhibit C]

13. Construction of the road shall be in accordance with the specifications set forth in Exhibit C, attached hereto.

14. Permittee shall contact local 'call before you dig' service (call Idaho 811) before any construction begins.

15. Permittee shall submit professional plans (minimally consisting of: vicinity map, site plan showing north arrow, proposed road width, grades or contours, existing tree locations, existing waterways, and proposed bridge or culverts (if any) etc.,) for road construction or reconstruction to Permitter and obtain Permitter's written approval prior to commencing any work within the Permit Area or on Permitter's land. Permittee shall not rely on Permitter's approval as evidence of the adequacy of such plans for any purpose.

16. Reconstruction and/or new construction shall follow the flagged center line and shall be restricted to a **[Insert Road Width]** – foot roadbed with **inside ditches or ditches as needed.**

17. **Metal culverts or [ type ] culverts** shall be furnished and installed for cross drainage of all live and intermittent streams. All culverts in live streams shall be rip rapped with clean angular rock at the time of installation.

18. Timber inside the ROW Permit Area shall be felled and skidded prior to road construction. ROW clearing shall not exceed **Insert Width** feet in width, except in areas of large cuts and fills.

19. All non-merchantable debris (items that have no financial value through a timber harvest) shall be piled at the toe of the fill slope prior to construction.

20. The following products are considered merchantable and shall be paid for / removed by Permittee.

- Sawlogs 8 feet in length and longer, having net scale of 33-1/3% or more and containing a minimum of 10 board feet.

- Pulp logs 12 feet in length or longer, having 50% of sound fiber or more and containing a minimum of 10 board feet.
- Cedar products logs 8 feet in length and longer, containing a minimum of 10 board feet and having the following proportions of usable wood: Contain a minimum of 33-1/3% usable wood with a minimum 3-1/2-inch shell usable wood.

### **Emergency Repairs:**

21. Permittee is authorized to enter upon Endowment Lands and other lands managed by Permitter bordering the Permit Area for the purpose of performing emergency repairs within the Permit Area for damage due to floods, high winds, and other acts of God, provided that Permittee provides written notice to Permitter within forty-eight (48) hours of the time work commences. Thereupon, Permitter will assess any damage to the lands caused by Permittee, and Permittee shall pay any such assessment for damage within thirty (30) days of the assessment. Permittee shall reimburse Permitter for any emergency repairs that Permitter makes within the Permit Area within thirty (30) days of notice of any such emergency repairs and the costs incurred by or on behalf of Permitter.

### **F. SPECIAL TERMS AND CONDITIONS:**

1. Use of the Permit Area or any road therein shall be restricted to seasons when use [hauling] shall not cause damage to the road or require excessive maintenance.
2. No merchantable or non-merchantable timber on Endowment Land may be cut without prior written authorization, inside or outside of the Permit Area.
3. Permittee may maintain the Permit Area by means of chemicals only after the Area Supervisor has given specific guidelines and written approval. Application for such approval must be in writing and must specify the time, method, chemicals and the exact portion of the Permit Area to be chemically treated, and be completed by an Idaho licensed applicator.
4. Permittee shall maintain the effectiveness of existing fences and gates during [Describe] logging and/or livestock activity. In the event an existing fence or gate is damaged, Permittee shall be responsible for repairing it to the condition at the beginning of Permit.
5. Annual Meeting and Maintenance: During the month of [January], representatives of Permittee and Permitter shall hold an Annual Meeting to discuss road use plans, maintenance, weed eradication, and determine responsibilities within the Permit Area based on road use and road needs.
6. Add Special terms as needed to address items such as; speed limits, posting warning signs, traffic controls, other known users, public recreation areas, significant items, etc.

### **G. TERMINATION:**

1. This Permit shall expire on Date, unless previously terminated as provided herein.
2. This Permit may be cancelled after written notice to Permittee of non-compliance with the terms herein and failure of Permittee to correct noted non-compliance within the time identified in the notice of non-compliance.

3. This Permit may be terminated or suspended upon breach of any of the conditions herein. If at any time either party determines that the entire Permit is no longer needed for the purpose granted, that party shall notify the other party of its intention to terminate this Permit. If mutually agreed by Permittee and Permitter, the terminating party shall furnish to the other party a statement confirming termination.

\_\_\_\_\_  
Area Manager Date

\_\_\_\_\_  
Permittee Title Date

\_\_\_\_\_  
Permittee Title Date

YES  NO  
Executed RU submitted to ROW Agent? (Not required)

cc:  
Respective Ops. Chief  
Bureau Chief Forest Management (if involving IDL timber removal). Send copy and completed Compliance to CDA only if the ROW involves timber removal.

- Attach **Exhibit A**, map(s) of road(s) in Permit Area*
- Attach **Exhibit B**, detailed specifics of any required maintenance or deferred maintenance / capital improvements done in lieu of collected cash fee.*
- Attach **Exhibit C**, detailing any road construction or reconstruction, including details on any rehabilitation, decommissioning or obliteration.*
- (Menu of Terms for Decommission and Rehabilitation, and other items available for use in Exhibit B)**

Permittee shall be required to barricade roads to vehicular traffic at the end of each operating season and upon completion of use.

Permittee shall gate or cable roads, and lock during all periods of non-use, including weekends.

Permittee shall be required to apply grass seed of a mixture approved by IDL to all exposed mineral soil at the rate of **[15]** pounds/acre.

Permittee shall be required to apply a second application, including fertilizer at the rate of XX pounds/acre.

ROW timber shall be scaled as designated by Permitter. Permittee will give the IDL, [Supervisory Area] office, three (3) days' notice prior to hauling ROW timber from this area. This permit shall require the use of load tickets and shall be administered in accordance with written instructions



furnished by IDL. Un-ticketed loads shall be assessed a double stumpage penalty. ROW timber removed from this Permit will be reported and paid for within thirty (30) days following the month of delivery. Checks should be made payable to "IDAHO DEPARTMENT OF LANDS," and mailed to IDL, [Insert AREA address, Idaho 8xxxx.]

The appraised stumpage for ROW timber is as follows:

<u>Species</u>	<u>Price/M</u>
----------------	----------------

**Insert Stumpage Summary**

Scaling Charges: \_\_\_\_\_

Slash Charges: \_\_\_\_\_

Permittee shall deposit an acceptable payment bond in the amount of **Insert Amount** prior to the cutting of any forest products which shall guarantee payment of all charges resulting from the activities covered by this Permit. This bond shall be returned after all road construction and harvesting activities have been approved by Permitter and amounts due under this Permit have been paid in full.

Only marked ROW timber will be cut and shall be paid for on a lump sum basis for volumes and at prices as follows:

<u>Species</u>	<u>Volume</u>	<u>Stumpage</u>	<u>Price</u>	<u>Value</u>	<u>Extended</u>
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**Insert Stumpage Summary**

Scaling: \_\_\_\_\_

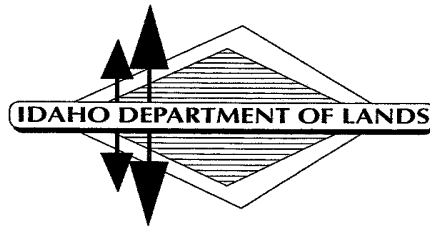
Slash: \_\_\_\_\_

The payment of **\$ Insert Dollar Amount** shall be due upon receipt of this Permit and is to be made prior to cutting the timber.

A check or money order shall be made payable to "IDAHO DEPARTMENT OF LANDS" and mailed to IDL, [Insert AREA address, Idaho 8xxxx.]

[This 2" MIN. space for County Recorder's Use – (3" is required for Bonner County)  
Greyed out areas are to be edited or removed - Remove all comments and greyed out areas entirely upon completion. Center the location of the IDL logo and address line

After recordation, return originals to:  
Idaho Department of Lands  
Attn: Real Estate Services Bureau  
PO Box 83720, Boise, Idaho 83720-0050  
Phone (208) 334-0200



300 N. 6th St., Suite 103  
PO Box 83720  
Boise, Idaho 83720-0050  
Phone (208) 334-0200  
Fax (208) 334-3698

ROAD EASEMENT  
**STATE OF IDAHO**  
TERM EASEMENT NO. ES \_\_\_\_\_

THIS TERM EASEMENT ("Easement") effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **STATE BOARD OF LAND COMMISSIONERS**, whose administrative agency is the **IDAHO DEPARTMENT OF LANDS**, and whose mailing address is 300 North 6th Street, Suite 103, Box 83720, Boise, Idaho 83720-0050 ("Grantor"), and (NAME note type of entity. i.e. IDAHO FOREST GROUP, LLC, a Delaware limited liability company), whose mailing address is (No abbreviations) ("Grantee").

WITNESSETH: That for and in consideration of the sum of **Thousand, Hundred, and NO/100ths DOLLARS (\$00,000.00)**, lawful money of the United States of America [*Or a reciprocal easement AE000000 or note specifics*], receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee, a nonexclusive thirty (30) year term easement for the purpose of [*Make appropriate to reality: Constructing – Maintaining - Existing road – etc.*] a road for [*Describe use e.g. for hauling heavy equipment, to access a residence, etc.*], over and across Grantor's lands as depicted [*Choose one:*] in Exhibit A legal description, [or] below and depicted in Exhibit B map, attached hereto and incorporated herein by reference (the "Easement Area"), situated in [Name] County, State of Idaho:

[*Example of easement legal description: Easement Area (Exhibit A) If there is no survey to include as an exhibit, a defined legal description such as this example, must be used*]:

*Commencing at the northeast corner of the SW1/4NE1/4 of Section 26, Township 7 South, Range 5 West, Boise Meridian, thence West, 418.00*

*feet along the north boundary of said SW1/4NE1/4 to a point, said point being the real point of beginning; thence southwesterly 4,955 feet, more or less, to a point on the southern boundary of the SW1/4SW1/4 of said Section 26, said point being the terminus of said survey line and easement, known as the Old Man Creek Road, the Easement Area is Twenty-Eight (28) foot wide or 14 feet on each side of centerline of road, and contains 4,955 linear feet or 3.19 acres, more or less.)*

This Easement is granted to access land owned by grantee in [Name] County, State of Idaho, described as follows (the "Dominant Estate"):

That portion of the NW1/4 of Section 21, Township 53 North, Range 3 West, Boise Meridian, lying west of Old US Highway 95, excluding the railroad right of way within said NW1/4.

**A. GENERAL:**

1. This Easement is granted subject to the terms and conditions set forth herein. The terms and conditions of this Easement shall be binding on any successors of the respective parties.
2. The boundary lines of the Easement Area shall be extended and/or shortened to begin on, end on, and conform to Grantor's property lines.

**B. LIMITED PURPOSE, FUTURE ROAD USERS:**

1. The Easement Area is not a public road.  
*[Choose one of the following paragraphs and DELETE the other]*
2. *[Use for private party resource and land management intentions that are not residential easements]* This Easement is specifically limited for ingress and egress for the control, management, administration, and use of the Dominant Estate, or resources thereof, including, but not limited to: hauling logs and other forest products, hauling minerals, including sand and gravel, hauling agricultural products, and moving livestock to and from the Dominant Estate, currently and hereafter owned by Grantee. The rights herein conveyed specifically do not include the right to use the road for Single Family Residential (SFR) use or residential developments. The Easement Area is not a public road.

**OR**

2. *[Use for residential and associated uses.]* This Easement is limited to ingress and egress to the Dominant Estate for Single Family Residential (SFR) use, and shall terminate upon a subdivision of the Dominant Estate, except as otherwise provided in section B.3 *[verify section number]* below. Land management activities that are incidental and associated with accompanying SFR use are permitted.

3. If this Easement identifies a Dominant Estate the subject of the access, and if Grantee desires to alter or subdivide the Dominant Estate and to transfer a portion of the Dominant Estate to another owner that would also need access across the Easement Area, then Grantee may request approval from Grantor to subdivide the Dominant Estate. Grantee shall submit legal descriptions acceptable to Grantor for all subdivided parcels. Upon the express written approval of the subdivision by Grantor, Grantee shall establish an entity to hold the easement, sometimes referred to or named a Road Users Association (“RUA”) as a legal entity with the Idaho Secretary of State in accordance with Title 30, Chapter 3, Idaho Code, as amended. This Easement would then be terminated and replaced with a new easement issued to the RUA that would include legal descriptions of the dominant parcels to be served by the easement. Owners of any such additional dominant parcels must become members of the RUA in order to utilize the Easement Area. The RUA shall compensate Grantor for each additional dominant parcel served by the new easement in accordance with Grantor’s rules and policies in effect at the time of the conveyance.

4. The rights herein conveyed specifically do not include the right to use the Easement Area for access for commercial, industrial, or recreational developments. *[DELETE IF NOT APPLICABLE – remember to re-number]*

*[Choose one paragraph below and DELETE the other – remember to re-number]*

5. If Grantor receives additional requests from third parties for road access across the Easement Area, the requestor must submit a request to purchase access rights from Grantor.

OR

5. *[If use is for a public road.] [If B.5 is used: Delete B.1.a, B.1.b, B.2, B.3, and B.4 above and add the following note].* This Easement is being granted for the purposes of a public road. *[DELETE IF NOT APPLICABLE]*

6. Grantee may allow its agents, licensees, and invitees (collectively the “Permittees”) to temporarily exercise the rights granted to Grantee herein.

7. This Easement does not give Grantee any authority to permit third parties other than Permittees to use of the Easement Area for any purpose. Only Grantor may authorize third-party use. Grantor may permit third-party use only on the condition that said use shall not materially interfere with Grantee’s rights pursuant to this Easement.

8. This Easement has been granted for the purposes specified herein. If Grantee wishes to use the Easement Area for temporary purposes other than those specified herein, a separate instrument must be obtained from Grantor for each such additional use.

9. If Grantor determines that it is in Grantor's best interests to have an appropriate governmental agency maintain the Easement Area as a public road, then Grantee will cooperate in good faith with Grantor to transfer ownership of the Easement Area to the appropriate government agency for public road purposes.

**C. INSURANCE:** *[OPTIONAL, at the discretion of the local Supervisory Area Manager - to be used if an inherent risk to IDL is identified, and/or when intensive commercial activities are being conducted, such as timber harvest, hauling, road construction and/or mining. An insurance requirement should be tailored to address the unique situation and may be drafted to be applicable during certain activities that use the easement. DELETE IF NOT APPLICABLE – make sure to update numbering system]*

1. Grantee shall furnish Grantor with a certificate of insurance as well as a copy of any policy of insurance required hereunder executed by a duly authorized representative of each insurer and the declaration page, the policy index of forms and endorsements, and a copy of the endorsement showing the State of Idaho and Grantor as additional insureds and referencing the policy number and effective dates. Failure of Grantor to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of Grantor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Easement. Grantee shall provide certified copies of all insurance policies required within ten (10) days if requested by Grantor.

2. Grantee shall obtain Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate, if defense is outside the limits. If defense is inside policy limits, the policy limit must be two million dollars (\$2,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

3. Each such policy shall include an endorsement which shall name Grantor and the State of Idaho as additional insureds on a primary basis for the term of the easement.

4. Each such policy shall endorse the Easement, and the type and location thereof.

5. Grantee will provide Grantor with a thirty (30) day written notice prior to cancellation, coverage modification, or other material change in any policy required hereby to the extent feasible; nonetheless, Grantee shall provide Grantor immediate notice of, or cancellation, coverage modification, or other material change in any policy related hereto.

6. All liability coverage must be on an "occurrence" basis as opposed to "claims made."

7. Upon the execution of this Easement by Grantee, Grantee shall furnish to Grantor a certificate of insurance and all endorsements dated and signed by a state authorized

agent for the insuring company or companies containing a statement or summary of the types of insurance listed herein is provided in accordance with Idaho Code § 41-1850. Execution of this Easement by Grantor without first verifying receipt of the insurance information required herein shall not constitute a waiver of Grantee's obligation to provide such information or be deemed in default.

**D. INDEMNIFICATION:** *[TERM MAY NOT BE APPLICABLE, if Grantee is a public agency or department. Use paragraph "a" in situations where Grantor of AE requires it.] [DELETE IF NOT APPLICABLE – make sure to update numbering system]*

A. (use "A" for AE's if necessary) To the extent permitted by law, Grantee hereby indemnifies and agrees to defend and hold Grantor safe and harmless from and against any breach or non-fulfillment of any covenant, condition or restriction contained in this Easement, and all claims, obligations, loss, liability, cost, damage and expense (including attorney's fees, disbursements, costs of investigation, court costs and amounts paid in settlement), suffered or incurred by reason of this Easement or the use of the Easement Area by Grantee, the Permittees, their respective invitees, or anyone claiming, by, through or under them. Grantee's obligation hereunder shall be subject to applicable state law, including, but not limited to, the Idaho Constitution, Article 7, Sec. 11, the Idaho Tort Claims Act, Chapter 9, Title 6, Idaho Code §§ 59-1015 and 1016.

1. (use "1, 2, 3" for ES's) Grantee shall indemnify, defend, and save harmless Grantor, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Grantee's acts or omissions under this Easement or Grantee's failure to comply with any state, federal, or local statute, law, ordinance, regulation, or rule.

2. Upon receipt of Grantor's tender of indemnity and defense, Grantee shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for Grantor, to begin fulfilling its obligation to indemnify, defend, and save harmless Grantor. Grantee's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of Grantor under this Easement. However, if it is determined by a final judgment that Grantor's negligent act or omission is the sole proximate cause of a suit or claim, Grantor shall not be entitled to indemnification from Grantee with respect to such suit or claim, and Grantor, in its discretion, may reimburse Grantee for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to the following provision.

3. Any legal defense provided by Grantee to Grantor hereunder must be free of any conflicts of interest, even if retention of separate legal counsel for Grantor is necessary. Any attorney appointed to represent Grantor must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code §§ 67-1401(13) and 67-1409(1).

**E. GRANTEE'S COVENANTS:**

1. Grantee shall comply and shall require its Permittees to comply with all applicable federal, state, and local laws, ordinances, rules and regulations, including all applicable state administrative rules with respect to the rights granted herein.

2. Grantee shall take appropriate measures to control noxious weeds within the Easement Area in accordance with Title 22, Chapter 24, Idaho Code. Grantee shall cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds.

3. Grantee shall take appropriate measures to mitigate fire dangers and avoid causing fires.

4. Grantee shall implement best management practices to effectively control storm water and erosion within the Easement Area.

5. The Easement Area has been reviewed and approved by Grantee, who assumes full responsibility for the road being located within the described Easement Area. Grantor assumes no responsibility or liability arising out of an inaccurate legal description. If the legal description is inaccurate, Grantee will provide an accurate legal description. At Grantor's discretion, this Easement will be corrected by recording a corrected easement, or if Grantor deems the legal description change constitutes an amendment, an amended easement will be executed by the parties and recorded. An amendment will be processed as a new easement application (with required fees), with purchase of easement under the current valuation, and under the policies and procedures in effect at such time.

6. *[OPTIONAL]* If Grantee wishes to cut timber within the Easement Area, Grantee must first notify Grantor in writing of Grantee's intent. Prior to cutting any timber by Grantee, Grantor may, at its sole discretion, approve of and designate all merchantable timber. As designated by Grantor, Grantee shall either pay fair market value for all merchantable timber cut, or shall cut timber into lengths specified by Grantor and decked along the nearest road for disposal by Grantor. Slash resulting from the cutting of merchantable timber, or non-merchantable trees and brush, will be disposed of as designated by Grantor. *[DELETE IF NOT APPLICABLE]*

7. *[OPTIONAL]* Grantee shall not install any gates or cattle guards in or across, or fence the Easement Area, without the prior written authorization from Grantor. *[DELETE IF NOT APPLICABLE]*

**F. ROAD CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, AND EMERGENCY REPAIRS:**

1. Grantee shall, at its own expense, perform all road construction, reconstruction, and maintenance work in the Easement Area in compliance with all applicable federal,

state, and local laws, ordinance, regulations, and rules, as they exist from time to time during the term of this Easement.

2. Grantee shall obtain Grantor's written approval prior to commencing any work within the Easement Area. Grantee shall not rely on Grantor's approval as evidence of the adequacy or fitness of such plans for any purpose.

*[If IDL is to also use the road, or if IDL expects authorized third party users to use road, use sections 8, 9, and 10 while deleting sections 3, 4 and 5. If IDL does not use the road, delete only section 8. Do not use sections 8, 9, and 10 if easement is for a public roadway. Remember to renumber.]*

3. Grantee shall maintain the Easement Area, including, but not limited to, grading the road surface; removing the berm on the outside edge; cleaning culverts, ditches, and catch basins; maintaining rolling dips and sediment traps; and abating dust. Grantee shall minimize side casting of material by spreading the material on the road surface. Grantee shall replace surface material from time to time, to provide for an all season travel surface of crushed gravel, at its own expense. Grantee shall replace or repair damaged culverts at its own expense.

4. Grantee shall, at its own expense, provide and maintain sufficient drainage structures within the Easement Area in compliance with all applicable federal, state, and local laws and rules in effect from time to time during the term of this Easement.

5. Grantee shall, at its own expense, protect the sub-grade on any portions of the road within the Easement Area used for all weather access.

6. Should Grantee fail to comply with the maintenance specifications listed in this Easement, Grantor shall provide Grantee with a notice of default and an opportunity to cure such default, if the default can be cured. If Grantee fails to cure any such default within ninety (90) days from notice being sent to Grantee, or within such other period as Grantor may provide in the notice of default, then Grantor may terminate this Easement; and, if the Easement is terminated, then Grantee shall reimburse and indemnify Grantor for any and all costs and expenses incurred to repair, restore, or resurface any road or roadways within the Easement Area the subject to this Easement to the same condition which existed prior to Grantee's operations upon termination of the Easement, or to the maintenance specifications listed in this Easement if the Easement is not terminated.

7. Grantee is authorized to enter upon endowment lands and other lands owned or managed by Grantor bordering the Easement Area for the purpose of performing emergency repairs within the Easement Area for damage due to floods, high winds, and other acts of God, provided that Grantee provides written notice to Grantor within forty-eight (48) hours of the time such emergency work commences. Thereupon, Grantor will assess any damage to Grantor's lands caused by Grantee, and Grantee shall pay any such assessment for damage within thirty (30) days of the assessment. Grantee shall reimburse Grantor for any emergency repairs that Grantor makes to the Easement Area



necessitated by Grantee's use of the Easement Area within thirty (30) days of notice of any such emergency repairs and the costs incurred by or on behalf of Grantor.

8. Costs of road maintenance will be allocated between Grantor and Grantee on the basis of respective uses of the Easement Area as agreed upon by Grantor and Grantee in a written Maintenance Agreement which shall include, at a minimum, the following:

a) The appointment of a maintainer, which may be one of the parties hereto or a third party approved by Grantor, who will perform or cause to be performed at a reasonable and agreed upon rate, the maintenance of the Easement Area; and

b) A method of payment by which Grantor and Grantee will pay their respective pro rata share based on volume hauled, or road use of the cost incurred by said maintainer in maintaining said road or portion thereof.

c) In performing any road construction, reconstruction, and maintenance work, the road maintainer shall comply with all applicable federal, state, and local laws and with all applicable state administrative rules in effect at the time of work being commenced. The road maintainer shall not use any known or unknown hazardous materials during construction and maintenance, including, but not limited to, dust abatement. The road maintainer shall perform road surfacing and drainage to minimize erosion and to protect the Easement Area sub-grade on any portions of the Easement Area used for all weather access. The road maintainer shall provide and maintain sufficient drainage structures for the entire length of the Easement Area so as to allow runoff to flow without buildup or ponding of water.

9. If either Grantor or Grantee causes damage to the Easement Area in excess of normal wear and tear, then such party shall at its sole cost, repair the Easement Area. Should any party other than Grantor or Grantee cause inordinate damage to the Easement Area, Grantor and Grantee shall meet to agree upon the cost of repair, the party to undertake the repair, and the allocation of costs.

10. Unless Grantor agrees in writing to share the costs of improvements or repairs to the Easement Area in advance of such improvements being made, Grantee shall be solely responsible for the cost of such improvements.

**G. GRANTOR'S RESERVATIONS:**

1. Grantor reserves unto itself, the right to construct and maintain any roads over, under, through, along, or across the Easement Area as Grantor may deem in Grantor's interest in Grantor's sole discretion.

2. Grantor reserves unto itself, the right and privilege to use the Easement Area for any and all purposes Grantor deems necessary or desirable in Grantor's sole discretion.

3. Grantor reserves the right to grant additional instruments, easements, permits, licenses, or leases over, under, through, along or across the Easement Area. Any additional easements permits, licenses or leases shall not materially interfere with Grantee's use of the Easement Area.

4. Grantor reserves the right to cause temporary delays to Grantee's use of the Easement Area due to road maintenance and improvement work, or related to the control, management, or use of Grantor's lands. The temporary delays shall not materially interfere with Grantee's use of the Easement Area.

5. Grantor reserves unto itself, ownership of all natural resources, including, but not limited to minerals, and timber, present and future, within the Easement Area and the right to mine minerals and harvest timber when deemed in Grantor's interests by Grantor.

6. Grantor reserves the right to relocate the Easement Area by recording an easement amendment. If Grantor's future land management and use comes into conflict with the encumbering Easement, and if Grantor's use and revenue generation is materially hampered, then Grantor may relocate the Easement Area. Grantee, at the written direction of Grantor, shall remove any fixtures and improvements within the Easement Area within two (2) months, at Grantee's expense and Grantee may relocate them to the new easement area. (Delete if not applicable)

#### **H. GRANTEE'S REPRESENTATIONS AND WARRANTIES:**

1. If Grantee is an entity, then Grantee and any person executing this Easement on behalf of Grantee represents and warrants each of the following:

- a. Grantee is a valid legal entity duly organized, validly existing, and in good standing under the laws of the State of Idaho, and authorized to do business in Idaho; and, shall remain so throughout the term of this Easement or Grantee's interest herein.
- b. Grantee has used its complete legal name and correctly identified the nature of the entity.
- c. Grantee has all necessary and appropriate power and authority and is duly authorized to execute and accept this Easement.
- d. Grantee has all necessary and appropriate power and authority and is duly authorized to execute this Easement and perform all of Grantee's covenants and obligations hereunder.

2. All copies of any documents and instruments provided by Grantee to Grantor pursuant to this Easement are true, current, complete, and correct copies.

#### **I. TERMINATION:**

1. Grantor will presume the Easement Area, or any segment thereof, abandoned, if any required construction or reconstruction work, for the purpose for which this Easement

is granted, is not completed within five (5) years from the date of this Easement. This Easement, or any segment or portion thereof, not used for five (5) consecutive years for the purpose for which it was granted, is presumed abandoned and shall revert to Grantor. Grantor shall notify Grantee in writing that the Easement is considered abandoned and will terminate within three (3) months of the date of notification or as mutually agreed to in writing by Grantor and Grantee. In the event Grantee fails to complete construction or reconstruction within three (3) months or as mutually agreed to in writing, Grantor shall terminate this Easement and provide to Grantee a statement in recordable form confirming termination of the Easement, which may be recorded by either party.

2. Only upon written and recorded approval by Grantor can this Easement or any segment thereof, be relinquished, extinguished, abandoned, or terminated.

3. If at any time Grantee determines that the Easement Area, or any segment thereof, is no longer needed for the purpose granted, Grantee shall furnish to Grantor a statement in recordable form seeking termination.

4. Grantor may terminate this Easement for any material breach of any of the terms of this Easement. Before termination, Grantor shall provide Grantee written notice of Grantor's intent to terminate this Easement and shall set forth the asserted default(s), and, if Grantor considers such default curable, what action must be taken to cure the asserted default(s), and the timeline in which they must be cured. Failure of Grantee to cure the asserted default(s) to the standard and timelines specified by Grantor shall result in the termination of this Easement. In the event termination occurs, Grantor shall provide to Grantee a statement in recordable form confirming termination of the Easement, which may be recorded by either party.

5. Upon termination of this Easement, all road fixtures and road improvements located within the Easement Area, become the property of Grantor, including, but not limited to, rock, fencing, cattle guards, bridges, and drainage features. At the sole option of Grantor, Grantor may notify Grantee in writing of any road fixtures or road improvements Grantor determines Grantee must remove, including, but not limited to rock, fencing, cattle guards, bridges, and drainage features. Any road fixtures or road improvements allowed to remain shall vest in Grantor. Grantor will not compensate or pay for improvements located and allowed to remain within the Easement Area.

6. This Easement shall terminate upon the sale, transfer, exchange or disposition by Grantee of the Dominant Estate.

7. *[OPTIONAL]* This Easement shall expire \_\_\_\_\_ years from the execution of this document, unless previously terminated as provided herein. *[DELETE IF NOT APPLICABLE]*

**J. AUTHORITY:**

This Easement is issued by authority of state law, including, but not limited to, Idaho Constitution, Article IX, §§ 7 and 8; Chapter 6, Title 58, Idaho Code, and rules authorized by Grantor.

**K. ADDITIONAL PROVISIONS:**

1. Nothing in this Easement shall be construed as binding Grantor to perform beyond its legal authority, or to expend any monies in excess of appropriations or authorized funds available for such purposes.
2. Grantee has and shall perform all necessary due diligence to identify all existing interests and items of record or in view within the Easement Area. Grantee shall coordinate the installation, construction, and maintenance obligations under the Easement with any existing easement holders.
3. Grantee shall perform necessary due diligence to identify all existing items of record or in view, and accepts the Easement in an "As Is" condition.

**L. ACCEPTANCE:**

USE OF THIS EASEMENT BY GRANTEE CONSTITUTES ACCEPTANCE OF THE EASEMENT AND AGREEMENT TO BE BOUND BY THE TERMS HEREOF.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantee has caused these presents to be duly executed the day and year first below written.

Grantee Name

Date \_\_\_\_\_

\_\_\_\_\_  
Name, Title

Date \_\_\_\_\_

\_\_\_\_\_  
Name, Title

*(Pick the ACKNOWLEDGEMENT that fits Grantee – Individual / Partnership/ LLC / Corporation / Trust / Gov't Entity / Complex Entity – ACKNOWLEDGEMENT document located on SharePoint – \*Use of the wrong acknowledgement can actually invalidate the easement. NOTE: do not alter Land Board Acknowledgement – except when member names change)*



**EXHIBIT A**

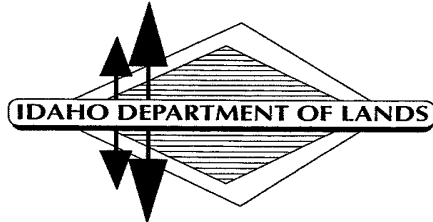
*[Legal Description of Easement Area or survey on IDL lands by ¼ ¼, or a survey, or illustrative map if legal description of easement area is NOT embedded in first page]*

*[Insert page break here]*

**EXHIBIT B**

*[Map depicting easement area showing easement location graphically]*

[This 2" MIN. space for County Recorder's Use – (3" is required for Bonner County)  
Greyed out areas are to be edited or removed - Remove all comments and greyed out  
areas entirely upon completion. Watch the location of the address line and IDL logo,  
sometimes they overlap each other or move]



300 N. 6th St., Suite 103  
PO Box 83720  
Boise, Idaho 83720-0050  
Phone (208) 334-0200 Fax (208) 334-3698

## Road Users Association ROAD EASEMENT

### STATE OF IDAHO TERM EASEMENT NO. ES \_\_\_\_\_

THIS TERM EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by and between the **STATE BOARD OF LAND COMMISSIONERS**, whose  
administrative agency is the **IDAHO DEPARTMENT OF LANDS**, and whose mailing  
address is 300 North 6th Street, Suite 103, Boise, Idaho 83720-0050 ("Grantor"), and  
\_\_\_\_\_, whose mailing address is \_\_\_\_\_ ("Grantee").

WITNESSETH: That for and in consideration of the sum of **XX,XXX** and **NO/100ths**  
**DOLLARS (\$00,000.00)**, lawful money of the United States of America, receipt whereof  
is hereby acknowledged, Grantor does hereby grant to Grantee, a nonexclusive, **TERM**  
Easement, for the purpose of using and maintaining a road over and across Grantor's  
Lands described in Exhibit A, attached hereto and incorporated herein by reference (the  
"Easement Area"), situated in \_\_\_\_\_ County, State of Idaho, to access the **X**  
(number of parcels) parcels described in Exhibit B attached hereto and incorporated  
herein by reference (referred to collectively herein as the "Dominant Estate", or  
individually as the context may require).

*[DELETE these instructions once Exhibit B is incorporated herein, as the Legal  
Description(s) of Dominant Estate, benefitting from this easement. If existing at the time  
of executing this easement, Applicant should provide a signed and stamped copy of a  
description prepared by a Licensed Surveyor. Insert this into easement here (if lengthy,  
reference "attached as Exhibit B")*

#### A. GENERAL:

1. This Easement may be assigned only with the prior written consent of Grantor. If  
such consent is granted, Grantee must use the prescribed form issued by Grantor and  
pay the required easement assignment fee in effect at the time of the assignment.



2. This Easement is granted subject to the terms and conditions set forth herein. The terms and conditions of this Easement shall be binding on any successors of the respective parties.

3. The boundary lines of this Easement shall be extended and/or shortened as necessary to begin on, end on, and conform to Grantor's property lines.

**B. LIMITED PURPOSE, FUTURE ROAD USERS:**

1. *[Choose A) or B) and DELETE the other – renumber accordingly – remove spaces]*

A) *[Use for private party resource management intentions that are not residential easements.]* This Easement is specifically limited for ingress and egress for the control, management, administration, and use of the Dominant Estate, or resources thereof including hauling logs and other forest products, hauling minerals, including sand and gravel, hauling agricultural products, moving livestock to and from the Dominant Estate, and for access to all lands for recreation, and fire prevention, and control. The rights herein conveyed specifically do not include the right to use the road for residential developments. The Easement Area is not a public highway.

OR

B) *[Use for residential use easements.]* This Easement is limited to ingress and egress to the Dominant Estates for Single Family Residential (SFR) use. Land management activities that are incidental and associated and accompanying SFR use are permitted. The Easement Area is not a public highway.

2. All future owners of any part of the Dominant Estates referenced in Exhibit B must become members of Grantee in order to utilize the Easement Area.

3. If Grantee or any member of Grantee desires to alter or subdivide any of the individual Dominant Estates, and to transfer a portion of any of the individual Dominant Estates to another owner that would also need access across the Easement Area, then Grantee must request approval from Grantor to subdivide the individual parcel of the Dominant Estates. Grantee shall submit legal descriptions acceptable to Grantor for all subdivided parcels. Upon the express written approval of the subdivision by Grantor, the parties shall amend this Easement by replacing the existing Exhibit B with a new Exhibit B, which shall provide a complete legal description for each of the individual parcels which shall then constitute the Dominant Estates to be subject to this Easement. Owners of each new parcel must become members of Grantee in order to utilize the Easement Area. The entity holding the easement (sometimes referred to as the Road Users Association (RUA) shall compensate Grantor for each additional dominant parcel served by the new easement in accordance with Grantor's rules and policies in effect at the time of the conveyance. All required surveys and legal descriptions shall be prepared and provided by Grantee at Grantee's expense.

4. In the event that potential future users of the Easement Area for their own personal use or related to the use of property which is outside the geographic area identified by the outermost boundaries of the Dominant Estates in Exhibit B, request to become a member of Grantee, Grantee shall not unreasonably deny membership to such potential future user; provided however, that Grantee shall only admit any such potential future user(s) if Grantor has first consented to the addition of any such user(s) in Grantor's discretion. If Grantor provides such consent, Grantee shall compensate Grantor for such additional user in accordance with Grantor's rules and policies in effect at the time of the conveyance and the parties shall amend and replace this Easement with a new easement and Exhibit B accordingly with any new users of any new or additional legal description(s) for the parcels which shall constitute the new Dominant Estates, prepared and provided by Grantee at Grantee's expense.

5. Grantee may allow its agents, licensees, and invitees (collectively the "Permittees") to temporarily exercise the rights granted herein.

6. This Easement does not give Grantee any authority to grant or convey any rights outside of what has been agreed to herein. Only Grantor may authorize third party use. Grantor may permit third party use only on the condition that said use shall not materially interfere with Grantee's rights pursuant to this Easement.

7. This Easement has been granted for the purposes specified herein. If Grantee wishes to use the Easement Area for temporary purposes other than those specified herein, a separate instrument must be obtained from the Idaho Department of Lands ("IDL") Area Office for each such additional use.

8. In the event that Grantor determines that administering this Easement places an undue burden on Grantor, Grantee will cooperate in good faith with Grantor to transfer ownership of the Easement Area to the appropriate local government agency for public highway purposes.

9. *[OPTIONAL]* If Grantee wishes to cut timber within the Easement Area, Grantee must first notify Grantor in writing of Grantee's intent. Prior to cutting any timber by Grantee, Grantor may, at its sole discretion, approve of and designate all merchantable timber. If designated by Grantor, Grantee shall either pay fair market value for all merchantable timber cut, or shall cut timber into lengths specified by Grantor and decked along the nearest road for disposal by Grantor. Grantee will dispose of slash resulting from timber as designated by Grantor. *[DELETE IF NOT APPLICABLE]*

10. *[OPTIONAL]* Grantee shall not install any gates or cattle guards in or across, or fence the Easement Area, without the prior written authorization from Grantor. *[DELETE IF NOT APPLICABLE]*

11. *[OPTIONAL]* The rights herein conveyed specifically do not include the right to use the Easement Area for access for commercial, industrial, or recreational developments. *[DELETE IF NOT APPLICABLE]*

**C. INDEMNIFICATION:** *[TERM MAY NOT BE APPLICABLE, if Grantee is a public agency or department. Use paragraph “a” in situations where Grantor of AE requires it.] [DELETE IF NOT APPLICABLE – make sure to update numbering system]*

A. (use “A” for AE’s if necessary) To the extent permitted by law, Grantee hereby indemnifies and agrees to defend and hold Grantor safe and harmless from and against any breach or non-fulfillment of any covenant, condition or restriction contained in this Easement, and all claims, obligations, loss, liability, cost, damage and expense (including attorney’s fees, disbursements, costs of investigation, court costs and amounts paid in settlement), suffered or incurred by reason of this Easement or the use of the Easement Area by Grantee, the Permittees, their respective invitees, or anyone claiming, by, through or under them. Grantee’s obligation hereunder shall be subject to applicable state law, including, but not limited to, the Idaho Constitution, Article 7, Sec. 11, the Idaho Tort Claims Act, Chapter 9, Title 6, Idaho Code §§ 59-1015 and 1016.

1. (use “1, 2, 3” for ES’s) Grantee shall indemnify, defend, and save harmless Grantor, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys’ fees, and suits whatsoever caused by, arising out of, or in connection with Grantee’s acts or omissions under this Easement or Grantee’s failure to comply with any state or federal statute, law, regulation, or rule.

2. Upon receipt of Grantor’s tender of indemnity and defense, Grantee shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for Grantor, to begin fulfilling its obligation to indemnify, defend, and save harmless Grantor. Grantee’s indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of Grantor under this Easement. However, if it is determined by a final judgment that Grantor’s negligent act or omission is the sole proximate cause of a suit or claim, Grantor shall not be entitled to indemnification from Grantee with respect to such suit or claim, and Grantor, in its discretion, may reimburse Grantee for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to the following provision.

3. Any legal defense provided by Grantee to Grantor hereunder must be free of any conflicts of interest, even if retention of separate legal counsel for Grantor is necessary. Any attorney appointed to represent Grantor must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code §§ 67-1401(13) and 67-1409(1).

**D. REPORTING:**

Grantee shall submit to Grantor a current copy of the Idaho Secretary of State’s Annual Report indicating Grantee is in good-standing, delivered to Idaho Department of Lands, PO Box 87320, Boise, ID 83720-0050, ATTN: Processing Center, by the first

business day of each new year. If the documentation is not received by the due date, Grantor may give formal written notice of default to Grantee indicating that if the documentation is not received within sixty (60) days of notice, Grantor may terminate easement without further notice. Grantee may request reinstatement of the easement, but shall be required to pay easement application fee and easement value as determined by the statutes and rules in place at the time of reinstatement.

#### **E. GRANTEE COVENANTS:**

1. Grantee shall comply and shall cause its Permittees to comply with all applicable federal, state, and local laws, including rules and regulations, including all applicable state administrative rules with respect to the rights granted herein.

2. Grantee shall take appropriate measures to control noxious weeds within the Easement Area in accordance with Title 22, Chapter 24, Idaho Code. Grantee shall cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds.

3. Grantee shall take appropriate measures to mitigate fire dangers and avoid causing fires.

4. Grantee shall implement best management practices to effectively control storm water and erosion within the Easement Area.

5. The legal description of the Easement Area described in Exhibit A has been reviewed and approved by Grantee who assumes full responsibility for the road being located within the described Easement Area. Grantor assumes no responsibility or liability arising out of an inaccurate legal description. If the legal description is inaccurate, Grantee will provide an accurate legal description. At Grantor's discretion, this Easement will be corrected by recording a corrected easement, or if Grantor deems the legal description change constitutes an amendment, an amended easement will be prepared and recorded. An amendment will be processed as a new easement application (with required fees), and purchase of easement under current valuation, and under the policies and procedures in effect at such time.

6. *[OPTIONAL]* If Grantee wishes to cut timber within the Easement Area, Grantee must first notify Grantor in writing of Grantee's intent. Prior to cutting any timber by Grantee, Grantor may, at its sole discretion, approve of and designate all merchantable timber. If designated by Grantor, Grantee shall either pay fair market value for all merchantable timber cut, or shall cut timber into lengths specified by Grantor and decked along the nearest road for disposal by Grantor. Grantee will dispose of slash resulting from timber as designated by Grantor. *[DELETE IF NOT APPLICABLE]*

7. *[OPTIONAL]* Grantee shall not install any gates or cattle guards in or across, or fence the Easement Area, without the prior written authorization from Grantor. *[DELETE IF NOT APPLICABLE]*

**F. ROAD CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, AND EMERGENCY REPAIRS:**

1. Grantee shall, at its own expense, perform all road construction, reconstruction, and maintenance work in the Easement Area in compliance with all applicable federal, state, and local laws and rules, as they exist from time to time during the term of this Easement.
2. Grantee shall obtain Grantor's written approval prior to commencing any work in the Easement Area. Grantee shall not rely on Grantor's approval as evidence of the adequacy or fitness of such plans for any purpose.
3. Grantee shall maintain the Easement Area, including, but not limited to, grading the road surface; removing the berm on the outside edge; cleaning culverts, ditches, and catch basins; maintaining rolling dips and sediment traps; and abating dust. Grantee shall minimize side casting of material by spreading the material on the road surface. Grantee shall replace surface material from time to time, to provide for an all season travel surface of crushed gravel, at its own expense. Grantee shall replace or repair damaged culverts at its own expense.
4. Grantee shall, at its own expense, provide and maintain sufficient drainage structures within the Easement Area in compliance with all applicable federal, state, and local laws and rules in effect from time to time during the term of this Easement.
5. Grantee shall, at its own expense, protect the sub-grade on any portions of the road within the Easement Area used for all weather access.
6. Should Grantee fail to comply with the maintenance specifications listed in this Easement, Grantor shall provide Grantee with a notice of default and an opportunity to cure such default, if the default can be cured. If Grantee fails to cure any such default within ninety (90) days from notice being sent to Grantee, or within such other period as Grantor may provide in the notice of default, then Grantor may terminate this Easement; and, in the event the Easement is terminated, Grantee agrees to reimburse and indemnify Grantor for any and all costs and expenses incurred to repair, restore, or resurface any road or roadways subject to this Easement to the same condition which existed prior to Grantee's operations upon termination of the easement, or to the maintenance specifications listed in this Easement if the easement is not terminated.
7. Grantee is authorized to enter upon endowment lands and other lands owned or managed by Grantor bordering the Easement Area for the purpose of performing emergency repairs within the Easement Area for damage due to floods, high winds, and other acts of God, provided that Grantee provides written notice to Grantor within forty-eight (48) hours of the time such emergency work commences. Thereupon, Grantor will assess any damage to Grantor's lands caused by Grantee, and Grantee shall pay any such assessment for damage within thirty (30) days of the assessment. Grantee shall

reimburse Grantor for any emergency repairs that Grantor makes to the Easement Area necessitated by Grantee's use of the Easement Area within thirty (30) days of notice of any such emergency repairs and the costs incurred by or on behalf of Grantor.

8. A true and correct copy of the Road Maintenance Plan is attached as **Exhibit C**.

9. Costs of road maintenance will be allocated between Grantor and Grantee on the basis of respective uses of the Easement Area as agreed upon by Grantor and Grantee in a written Maintenance Agreement which shall include, at a minimum, the following:

a) The appointment of a maintainer, which may be one of the parties hereto or a third party approved by Grantor, who will perform or cause to be performed at a reasonable and agreed upon rate, the maintenance of the Easement Area; and

b) A method of payment by which Grantor and Grantee will pay their respective pro rata share based on volume hauled, or road use of the cost incurred by said maintainer in maintaining said road or portion thereof.

c) In performing any road construction, reconstruction, and maintenance work, the road maintainer shall comply with all applicable federal, state, and local laws and with all applicable state administrative rules in effect at the time of work being commenced. The road maintainer shall not use any known or unknown hazardous materials during construction and maintenance, including, but not limited to, dust abatement. The road maintainer shall perform road surfacing and drainage to minimize erosion and to protect the Easement Area sub-grade on any portions of the Easement Area used for all weather access. The road maintainer shall provide and maintain sufficient drainage structures for the entire length of the Easement Area so as to allow runoff to flow without buildup or ponding of water.

10. If either Grantor or Grantee causes damage to the Easement Area in excess of normal wear and tear, then such party shall at its sole cost, repair the Easement Area. Should any party other than Grantor or Grantee cause inordinate damage to the Easement Area, Grantor and Grantee shall meet to agree upon the cost of repair, the party to undertake the repair, and the allocation of costs.

11. Unless Grantor agrees in writing to share the costs of improvements or repairs to the Easement Area in advance of such improvements being made, Grantee shall be solely responsible for the cost of such improvements.

**G. GRANTOR'S RESERVATIONS:**

1. Grantor reserves unto itself, the right to construct and maintain any roads over, through, or across the Easement Area as Grantor may deem necessary.

2. Grantor reserves unto itself, the right and privilege to use said Easement Area for any and all purposes Grantor deems necessary or desirable.

3. Grantor reserves the right to grant additional easements, permits, licenses or leases over, under, through, or along the Easement Area. Any additional easements, permits, licenses or leases shall not materially interfere with Grantee's use of the Easement Area.

4. Grantor reserves the right to cause temporary delays to Grantee's use of the Easement Area due to road maintenance and improvement work, or for related control, management, or use of Grantor's lands. The temporary delays shall not materially interfere with Grantee's use of the Easement Area.

5. Grantor reserves unto itself, ownership of all resources, including timber, present and future, within the Easement Area and the right to harvest said timber when deemed necessary by Grantor.

#### **H. GRANTEE'S REPRESENTATIONS AND WARRANTIES:**

1. If Grantee is an entity, then Grantee, and any person executing this Easement on behalf of Grantee, represents and warrants each of the following:

- a. Grantee is a valid legal entity duly organized, validly existing, in good standing under the laws of the State of Idaho or under the laws of the State of \_\_\_\_\_, if other than Idaho, and authorized to do business in Idaho; and, shall remain so throughout the term of this Easement or Grantee's interest herein.
- b. Grantee has used its complete legal name and correctly identified the nature of the entity.
- c. Grantee has all necessary and appropriate power and authority, and is duly authorized to execute and accept this Easement.
- d. Grantee has all necessary and appropriate power and authority, and is duly authorized to execute this Easement and perform all of Grantee's covenants and obligations hereunder.

2. All copies of any documents and instruments provided by Grantee to Grantor pursuant to this Easement are true, current, complete, and correct copies.

#### **I. TERMINATION:**

1. Grantor will presume the Easement Area, or any segment thereof, abandoned if any required construction or reconstruction work, for the purpose for which this Easement is granted, is not completed within five (5) years from the date of this Easement.

2. If the Easement Area, or any segment or portion thereof, is not used for five (5) consecutive years for the purpose for which it was granted, then the Easement Area will be presumed abandoned and shall terminate as set forth herein.. Grantor shall notify Grantee in writing that the Easement Area is considered abandoned and that the

Easement will terminate within three (3) months of the date of notification or as mutually agreed to in writing by Grantor and Grantee. In the event Grantee fails to complete construction or reconstruction work within three (3) months or as mutually agreed to in writing, Grantor shall terminate this Easement and provide to Grantee a statement in recordable form confirming termination of the Easement, which may be recorded by either party.

3. Unless otherwise provided herein, the Easement Area or any segment thereof, may be relinquished, extinguished, abandoned, or terminated only upon the express prior written approval by Grantor.

4. If at any time Grantee determines that the Easement Area, or any segment thereof, is no longer needed for the purpose granted, Grantee shall furnish to Grantor a statement in recordable form seeking termination.

5. Grantor may terminate this Easement for any material breach of any of the terms of this Easement. Before termination, Grantor shall provide Grantee written notice of Grantor's intent to terminate this Easement and set forth the asserted default(s), and, if Grantor considers such default curable, what action must be taken to cure the asserted default(s), and the timeline in which they must be cured. Failure of Grantee to cure the asserted default(s) to the standard and timelines specified by Grantor shall result in the termination of this Easement. In the event termination occurs, Grantor shall provide to Grantee a statement in recordable form confirming termination of the easement, which may be recorded by either party.

6. Upon termination of this Easement, all road fixtures and road improvements located within the Easement Area, become the property of Grantor, including, but not limited to, rock, fencing, cattle guards, bridges, and drainage features. At the sole option of Grantor, Grantor may notify Grantee in writing of any road fixtures or road improvements Grantor determines Grantee must remove, including, but not limited to rock, fencing, cattle guards, bridges, and drainage features. Grantor does not compensate or pay for improvements located within Easement Area.

7. *[OPTIONAL]* This Easement shall expire \_\_\_\_\_ years from the execution of this document, unless previously terminated as provided herein. *[DELETE IF NOT APPLICABLE]*

#### **J. AUTHORITY:**

This Easement is issued by authority of state law, including, but not limited to, Idaho Constitution, Article IX, §§ 7 and 8; Chapter 6, Title 58, Idaho Code, and rules authorized by Grantor.

#### **K. ADDITIONAL PROVISIONS:**



1. Nothing in this instrument shall be construed as binding Grantor to perform beyond its legal authority, or to expend any monies in excess of appropriations or authorized funds available for such purposes.

2. Subject to State of Idaho Easement No. \_\_\_\_\_, for a \_\_\_\_\_ issued to \_\_\_\_\_ on \_\_\_\_\_. [To be used if other easements exist, ALSO to include other terms]

3. Grantee shall perform examination and determination of title, and shall coordinate installation, construction, and maintenance with existing easement holders. Grantee shall perform necessary due diligence to identify all existing items of record or in view.

**L. ACCEPTANCE:**

USE OF THIS EASEMENT BY GRANTEE CONSTITUTES ACCEPTANCE OF THE EASEMENT AND AGREEMENT TO BE BOUND BY THE TERMS HEREOF.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantee has caused these presents to be duly executed the day and year first below written.

Grantee Name

Date \_\_\_\_\_

\_\_\_\_\_  
Name, Title

Date \_\_\_\_\_

\_\_\_\_\_  
Name, Title

*(Pick the ACKNOWLEDGEMENT that fits Grantee – Individual / Partnership/ LLC / Corporation / Trust / Gov't Entity / Complex Entity – ACKNOWLEDGEMENT document located on SharePoint – Use of the wrong acknowledgement can actually invalidate the easement. NOTE: do not alter Land Board Acknowledgement – except when member names change)*



**EXHIBIT A**

*[\* on individual pages\* Exhibit A (-1) Legal Description of Easement Area on IDL lands by ¼ ¼, or a survey, if not already embedded in easement – Exhibit A (-2) Map of the Easement Area showing easement location graphically]*

**EXHIBIT B**

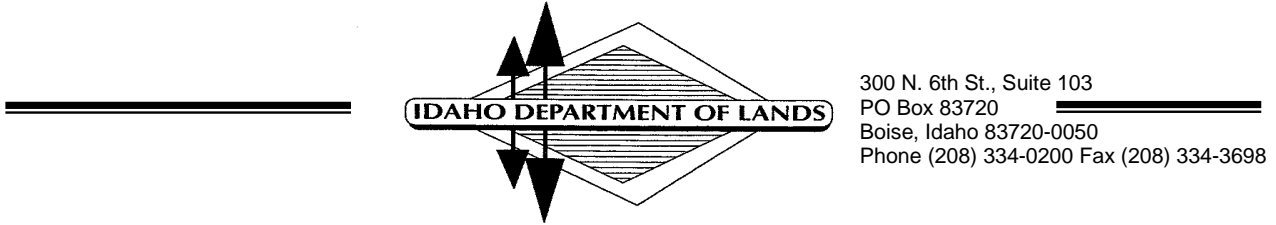
*[Exhibit B (-1) Legal Descriptions of Dominant Estates, and/or survey of the parcels benefitting from this easement, if not already embedded in easement – Exhibit B (-2) Map of Dominant Estate showing easement location graphically]*

**EXHIBIT C**

*[Exhibit C Grantee's Road Maintenance Plan - If Applicable]*

(This 2" minimum space is for the County Recorder's Use – (3" is required for Bonner County)  
Greyed out areas are to be edited or removed – Check formatting after completion for page numbering, spacing, etc.-  
Remove this paragraph entirely upon completion - Watch the location of the address line and IDL logo, sometimes they overlap each other or move)

After recordation, return originals to:  
Idaho Department of Lands  
Attn: Real Estate Services Bureau  
PO Box 83720, Boise, Idaho 83720-0050  
Phone (208) 334-0200



PUBLIC ROAD EASEMENT

STATE OF IDAHO

EASEMENT NO. ES -----

THIS EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **STATE BOARD OF LAND COMMISSIONERS**, whose administrative agency is the **IDAHO DEPARTMENT OF LANDS**, and whose mailing address is 300 North 6th Street, Suite 103, Boise, Idaho 83720-0050, (Grantor), and \_\_\_\_\_ of \_\_\_\_ County, a body politic and corporate of the State of Idaho, whose mailing address is \_\_\_\_\_(Grantee).

WITNESSETH: That for and in consideration of the sum of **Thousand, Hundred, and NO/100ths DOLLARS (\$00,000.00)**, lawful money of the United States of America, receipt whereof is hereby acknowledged, Grantor does hereby grant to Grantee, an (note here that it is a permanent or term and indicate length of term) easement for the purpose of a public right-of-way including constructing, using, maintaining, and improving the existing (determine if all items are applicable) road, over, and across Grantor's lands described as (place legal description here or a "short legal" here: QQ S/T/R, and add lengthy legal as a part of Exhibit A) and illustrated in Exhibit B, attached hereto and incorporated herein (the "Easement Area") situated in name County, State of Idaho, subject to the following terms and conditions:

Total area covered by the Number (00) foot wide easement, being Number (00) feet each side of existing centerline, is Number (0,000.00) linear feet as depicted in Exhibit A, and illustrated in Exhibit B, attached hereto and incorporated herein.

**A. GENERAL:**

1. The terms and conditions of this easement shall be binding on heirs, successors and assigns of the respective parties.

2. The boundary lines of said easement shall be extended or shortened to begin on, end on, and conform to, Grantor's property lines.

3. [Optional Term:] Granting jurisdictional authority to address utilities within the Easement Area.

## **B. GRANTEE'S COVENANTS:**

1. Grantee shall comply and shall cause its permittees to comply with all applicable federal, state, and local laws, all applicable state administrative rules with respect to the rights granted herein.

2. Grantee shall take appropriate measures to control noxious weeds within the easement area in accordance with Title 22, Chapter 24, Idaho Code. Grantee shall cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds.

3. Grantee shall take appropriate measures to mitigate fire dangers and avoid causing fires.

4. If Grantee wishes to cut timber or harvest minerals (define resource e.g timber, minerals, sand, etc.) within the Easement Area, Grantee must first notify the Grantor in writing of Grantee's intent. Prior to cutting any timber, Grantor may, at its sole discretion, approve of and designate all merchantable timber. If designated by Grantor, Grantee shall either pay fair market value as determined by Grantor for all merchantable timber cut, or shall cut timber into lengths (define process of resource – what do we want grantee to do with it?) specified by Grantor and decked along the nearest road for disposal by Grantor. Grantee will dispose of slash resulting from timber as designated by Grantor.

## **C. ROAD CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, AND EMERGENCY REPAIRS:**

1. Grantee shall perform all road construction, reconstruction, and maintenance work in the Easement Area in compliance with all applicable federal, state, and local laws and rules, as they exist from time to time during the term of this easement.

2. Grantee shall keep easement area and all road improvements in good repair including bridges, culverts, ditches, cut and fill slopes, and drainage features. Grantee shall maintain the Easement Area at its own expense, including but not limited to grading the road surface, removing the berm on the outside edge, cleaning culverts, ditches, and catch basins, and maintaining any sediment traps. Grantee shall minimize side casting of material by spreading the material on the road surface.

3. Grantee shall implement best management practices to effectively control storm water and erosion within the easement area and agrees to provide and maintain

adequate drainage structures (i.e., culverts, ditches, etc.) for the entire length of the easement area.

4. Grantee shall protect the sub-grade on any portions of the road within the Easement Area used for all weather access.

5. Should Grantee fail to comply with the maintenance specifications listed in this easement, within ninety (90) days from notice being sent to Grantee, Grantee agrees to reimburse and indemnify Grantor for any and all costs and expenses incurred to repair, restore, or resurface any road or roadways subject to this easement to the maintenance specifications listed in this easement.

6. Grantee is authorized to enter upon lands managed by Grantor bordering the Easement Area for the purpose of performing emergency repairs within the Easement Area for damage due to floods, high winds, and other acts of God, provided that Grantee provides written notice to Grantor within forty-eight (48) hours of the time work commences. Thereupon, Grantor will assess any damage to Grantor's lands caused by Grantee, and Grantee shall pay any such assessment within thirty (30) days of the assessment. Grantee shall reimburse Grantor for any emergency repairs that Grantor makes to the Easement Area within thirty (30) days of notice of any such emergency repairs and the costs incurred by or on behalf of Grantor.

7. Any damage to the Easement Area is the responsibility of Grantee, and Grantee shall be solely responsible for the cost of repairs.

**D. GRANTOR'S RESERVATIONS:**

Grantor reserves unto itself, ownership of all resources, including timber, present and future, within the Easement Area and the right to harvest said resources when deemed necessary by Grantor.

**E. GRANTEE'S REPRESENTATIONS AND WARRANTIES:**

1. The individuals executing this easement on behalf of Grantee have been duly and validly authorized by Grantee to execute this easement, and no further action by Grantee is required to approve this easement or to undertake the obligations contemplated hereby.

2. All copies of any documents and instruments provided by Grantee to Grantor pursuant to this easement are true, current, complete, and correct copies.

**F. TERMINATION:**

1. Only upon written and recorded approval by Grantor can this easement or any segment thereof, be relinquished, extinguished, abandoned, or terminated.

2. Grantor may terminate this easement for any material breach of any of the terms of this easement. Before termination, Grantor shall provide Grantee written notice of Grantor's intent to terminate this easement and set forth the asserted default(s), and, if Grantor considers such default curable, what action must be taken to cure the asserted default(s), and the timeline in which they must be cured. Failure of Grantee to cure the asserted default(s) to the standard and timelines specified by Grantor shall result in the termination of this easement. In the event termination occurs, Grantor shall provide to Grantee a statement in recordable form confirming termination of the easement, which may be recorded by either party.

**G. AUTHORITY:**

This Easement is issued by authority of state law, including, but not limited to, Idaho Constitution, Article IX, §§ 7 and 8; Chapter 6, Title 58, Idaho Code, and rules authorized by the Idaho Department of Lands.

**H. ADDITIONAL PROVISIONS:**

1. Nothing in this instrument will be constructed as binding Grantor to perform beyond its legal authority, or to expend any monies in excess of appropriations or authorized funds available for such purposes.

2. Grantee has performed examination and determination of title, and shall coordinate installation, construction, and maintenance with any existing users of record or in view. Grantee shall perform necessary due diligence to identify all existing items of record or in view.

**I. ACCEPTANCE:**

USE OF THIS EASEMENT BY GRANTEE CONSTITUTES ACCEPTANCE OF THE EASEMENT AND AGREEMENT TO BE BOUND BY THE TERMS HEREOF.

**J. SPECIAL PROVISIONS:** [Placeholder: If this easement is to include Special Items address those items here. Such as: allowance for future utilities or addressing existing utilities; maintenance / responsibilities / construction of bridges or other structures; gates; signage; etc.]

1. This easement authorizes the placement of underground utilities within the Easement Area.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, Grantee has caused these presents to be duly executed the day and year first written below.

ATTEST:

Name

Date

Name

Date

Name

Date

Name

*(Pick the ACKNOWLEDGEMENT that fits Grantee/Grantor – Individual / Partnership/ LLC / Corporation / Trust / Gov't Entity / Complex Entity – ACKNOWLEDGEMENT document located on SharePoint – \*Use of the wrong acknowledgement can actually invalidate the easement. NOTE: do not alter Land Board Acknowledgement – except when member names change)*

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Idaho Department of Lands.

STATE BOARD OF LAND COMMISSIONERS

\_\_\_\_\_  
Governor of the State of Idaho and President  
of the State Board of Land Commissioners

Countersigned:

\_\_\_\_\_  
Secretary of State

\_\_\_\_\_  
Director, Idaho Department of Lands

STATE OF IDAHO )  
  ) ss.  
COUNTY OF ADA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said State, personally appeared **BRAD LITTLE**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; **LAWRENCE E. DENNEY**, known to me to be the Secretary of State for the State of Idaho; and **DUSTIN T. MILLER**, known to me to be the Director of Department of Lands of the State of Idaho, that executed the same instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

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

\_\_\_\_\_  
NOTARY PUBLIC for Idaho  
Residing at \_\_\_\_\_, Idaho  
My Commission expires: \_\_\_\_\_

**Exhibit A**

**Exhibit B**

(If applicable)

(This 2" minimum space is for the County Recorder's Use – (3" is required for Bonner County)  
Greyed out areas are to be edited or removed – Check formatting after completion for page numbering, spacing, etc.-  
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After recordation, return originals to:  
Idaho Department of Lands  
Attn: Real Estate Services Bureau  
PO Box 83720, Boise, Idaho 83720-0050  
Phone (208) 334-0200



300 N. 6th St., Suite 103  
PO Box 83720  
Boise, Idaho 83720-0050  
Phone (208) 334-0200 Fax (208) 334-3698

## UTILITY EASEMENT

### STATE OF IDAHO TERM EASEMENT NO. ES000000

THIS TERM EASEMENT ("Easement"), is made this \_\_\_\_\_ day of \_\_, 20\_\_, by and between the **STATE BOARD OF LAND COMMISSIONERS**, whose administrative agency is the **IDAHO DEPARTMENT OF LANDS**, and whose mailing address is 300 North 6th Street, Suite 103, Box 83720, Boise, Idaho 83720-0050, ("Grantor"), and name all parties and define entity, if applicable, whose mailing address is address here, ("Grantee").

WITNESSETH: That for and in consideration of the sum of **Thousands, Hundreds, and No/100ths Dollars (\$00,000)**, lawful money of the United States of America, receipt whereof is hereby acknowledged, Grantor does hereby grant to Grantee, a non-exclusive, Year (00) term Easement (this is where it is defined as *in gross* or *appurtenant*)--feet (00) in width including ingress/egress, for the purpose of constructing, installing, using, and maintaining a (describe utility use in sufficient detail e.g. subsurface gas pipeline or overhead 240 KV power line) under, over, and across Grantor's land situated in (name) County, State of Idaho, which land and easement are more particularly described and depicted in Exhibit A (survey or legal description of easement) and illustrated in Exhibit B, which are attached hereto and incorporated herein by reference (the "Easement Area")

(Use the following if no survey) Insert Legal Description of Easement Area here (or if lengthy add a "short T/R/S ¼ ¼ legal" and attach complete legal in an Exhibit A):

The Easement Area, shall be Number (00) feet wide, being Number (00) feet on each side of the (existing) centerline of the utility.

The total length of the easement being Number (0,00) lineal feet, containing Number (0.0) acres, more or less, as described in Exhibit A and illustrated in Exhibit B, attached hereto.

This Easement is subject to the following terms and conditions.

**A. GENERAL:**

1. This Easement is granted subject to the terms and conditions set forth herein. The terms and conditions of this Easement shall be binding on any successors of the respective parties.
2. The boundary lines of the Easement Area shall be extended or shortened as necessary to begin on, end on, and conform to Grantor's property lines.
3. This Easement is non-transferrable and non-assignable.

**B. LIMITED PURPOSE:**

1. This Easement has been granted for the purposes specified herein. If Grantee desires to use the Easement Area for any purpose other than the one specified herein, Grantee shall make a request in writing to Grantor. A separate instrument must be obtained from Grantor for each additional use.
2. Grantee may allow its agents, licensees, and invitees (collectively the "Permittees") to temporarily exercise the rights granted herein.
3. This Easement does not give Grantee any authority to permit any third parties other than Permittees to use of the Easement Area for any purpose. Only Grantor may authorize third party use. Grantor may permit third party use only on the condition that said use shall not materially interfere with Grantee's rights as hereby authorized.

**C. INSURANCE:** *[OPTIONAL, at the discretion of the local Supervisory Area Manager - to be used if an inherent risk to IDL is identified, and/or when intensive commercial activities are being conducted, such as timber harvest and hauling, road construction and/or mining. An insurance requirement should be tailored to address the unique situation and may be drafted to be applicable during certain activities that use the easement. DELETE IF NOT APPLICABLE – make sure to update numbering system]*

1. Grantee shall furnish Grantor with a *Certificate of Insurance* executed by a duly authorized representative of each insurer and the declaration page, the policy index of forms and endorsements, and copy of the endorsement showing the State of Idaho and Grantor as additional insureds and referencing the policy number and effective dates. Failure of Grantor to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of Grantor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. Grantee shall provide certified copies of all insurance policies required

within ten (10) days if requested by Grantor.

2. Additional flexibility shall be exercised in cases of self-insurance.

3. Grantee shall obtain Commercial General Liability Insurance with *[minimum limit amounts to be determined by Area]* (e.g. of one million dollars [\$1,000,000] each occurrence and one million dollars [\$1,000,000] aggregate) if defense is outside the limits. If defense is inside the limits, the limit must be *[minimum limit amounts to be determined by Area]* (e.g. two million dollars [\$2,000,000] each occurrence and two million dollars [\$2,000,000] aggregate). *[Optionally the Area may determine the monetary limits to be greater. Additionally, Area may opt to set a term that allows a re-visit of the monetary limits during the Term of the Easement (assuming it is a 20 or 30 year Term Easement.)]*

4. Each such policy shall include an endorsement that shall name Grantor and the State of Idaho as additional insureds on a primary basis for the term of this Easement.

5. Each such policy shall endorse the type and location of the easement.

6. Grantee will provide Grantor with a thirty (30) day written notice prior to cancellation, coverage modification, or other material change in any policy required hereby.

7. All liability coverage must be on an "occurrence" basis as opposed to "claims made."

8. Prior to execution of this Easement, Grantee shall furnish to Grantor a certificate of insurance and all endorsements dated and signed by a state authorized agent for the insuring company or companies containing a representation that coverage of the types listed herein is provided. Execution of this Easement by Grantor without first verifying receipt of the insurance information required herein shall not constitute a waiver of Grantee's obligation to provide such information or be deemed in default.

*[Delete items C.1 through C.8 if insurance is not required, and renumber list accordingly.]*

**D. INDEMNIFICATION:** *[TERM may not be applicable if Permittee is a public agency or department. If this easement is part of a negotiated access exchange, IDL may seek Office of the Attorney General counsel to modify or remove this term, as IDL cannot have such a term in its Acquired Easement / Permit.] [DELETE if not applicable – make sure to update numbering system.]*

1. Grantee shall indemnify, defend, and save harmless Grantor, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Grantee's acts or omissions under this Easement or

Grantee's failure to comply with any applicable state or federal statute, law, regulation, or rule.

2. Upon receipt of Grantor's tender of indemnity and defense, Grantee shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for Grantor to begin fulfilling its obligation to indemnify, defend, and save harmless Grantor. Grantee's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of Grantor under this Easement. However, if it is determined by a final judgment that Grantor's negligent act or omission is the sole proximate cause of a suit or claim, then Grantor shall not be entitled to indemnification from Grantee with respect to such suit or claim, and Grantor, in its discretion, may reimburse Grantee for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to the following provision.

3. Any legal defense provided by Grantee to Grantor hereunder this section must be free of any conflicts of interest, even if retention of separate legal counsel for Grantor is necessary. Any attorney appointed to represent Grantor must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code §§ 67-1401(13) and 67-1409(1).

#### **E. GRANTEE'S COVENANTS:**

1. Grantee shall comply and shall require its Permittees to comply with all applicable federal, state, and local laws, rules and regulations, including all applicable state administrative rules with respect to the rights granted herein.

2. Grantee shall take appropriate measures to control noxious weeds within the Easement Area in accordance with Title 22, Chapter 24, Idaho Code. Grantee shall reasonably cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds.

3. Grantee shall take appropriate measures to mitigate fire dangers and avoid causing fires.

4. Grantee shall implement best management practices to effectively control storm water and erosion within the Easement Area.

5. The legal description included herein, has been reviewed and approved or provided by Grantee, who assumes full responsibility for the utility being located within the described Easement Area. Grantor assumes no responsibility or liability arising out of an inaccurate legal description. If the legal description is inaccurate, Grantee will provide an accurate legal description. At Grantor's discretion, this Easement will be corrected by recording a corrected easement, or if Grantor deems the legal description change constitutes an amendment, an amended easement will be prepared and



recorded. An amendment will be processed as a new easement application (with required fees), and purchase of easement under current valuation, and under the policies and procedures in effect at such time.

6. Grantee shall contact Idaho Dig Line (Call 811) for verification of existing utilities in the Easement Area prior to construction.

7. Grantee shall take appropriate measures to control invasive species within the Easement Area.

#### **F. UTILITIES:**

1. (Examples: The eighteen (18) inch PVC irrigation pipeline must be buried at least forty-eight (48) inches deep to the top of the pipe. Grantee shall provide as-built plans to Grantor within sixty (60) days of substantial completion of construction. Or The petroleum products pipeline must be buried at least *Number* (00) inches deep. The pipeline will be metal and located under the paved surface of the existing road. OR If a non-metallic utility line, Grantee shall install a locator wire. Grantee shall provide As-Built plans to Grantor within 60 days of substantial completion of construction.)

2. In the case of future conflict with Grantor's activities, Grantee shall move the utility within ninety (90) days after the date of written notice from Grantor that relocation is necessary.

3. Upon termination of this Easement, Grantee shall within twelve (12) months from the date of the termination notice, remove all personal property, trade fixtures, chattel, debris, and improvements from the Easement Area at its own expense. Grantee will be liable for any damage to Grantor's land or resources caused by removal of Grantee's personal property or improvements.

4. If Grantee wishes to extract or remove merchantable resources, including timber, or minerals within the Easement Area, Grantee must first notify the Grantor in writing of Grantee's intent. Prior to the extraction or removal of merchantable resources or minerals by Grantee, Grantor may, at its sole discretion, approve of, or deny such extraction or removal of resources or minerals. As designated by Grantor, Grantee shall either pay fair market value for all merchantable resources, or said merchantable resources shall be administered as specified by Grantor.

5. At the end of any maintenance or construction, the surface of the project area should be restored to its natural condition and blend in with the surrounding topography.

6. (Optional) Grantee may only abandon in place underground, or above ground, personal property and improvements with Grantor's prior written approval.

#### **G. GRANTOR'S RESERVATIONS:**

1. Grantor reserves unto itself, the right and privilege to use the Easement Area for any and all purposes deemed necessary or desirable.
2. Grantor reserves unto itself, the right to construct and maintain any roads over, through, or across the Easement Area as Grantor may deem necessary.
3. Grantor reserves the right to grant additional easements, permits, licenses, or leases over, under, through, across, or along the Easement Area. Any additional easements, permits, licenses, or leases shall not materially interfere with Grantee's use of the Easement Area.
4. Grantor reserves the right to cause temporary delays to Grantee's use of the Easement Area due to road maintenance and improvement work, or related to the control, management, or use of Grantor's land. The temporary delays shall not materially interfere with Grantee's use of the Easement Area.
5. Grantor reserves unto itself, ownership of all resources, including timber, present and future, within the Easement Area, and the right to harvest when deemed necessary by Grantor.

#### **H. GRANTEE'S REPRESENTATIONS AND WARRANTIES:**

*[1 through 4: Edit as necessary]*

1. Grantee is a \_\_\_\_\_ (person, or type of company) duly organized, validly existing \_\_\_\_\_ (entity) and in good standing under the laws of the State of Idaho (or other) and shall remain so throughout the term of this Easement or Grantee's interest herein.
2. Grantee has all necessary and appropriate power and authority and is duly authorized to execute and accept this Easement and to perform all of Grantee's covenants and obligations under this Easement
3. The individual(s) executing this Easement on behalf of Grantee has been duly and validly authorized by Grantee to execute this Easement.
4. No further action by Grantee is required to approve this Easement or to undertake the obligations contemplated hereby.
5. All copies of any documents and instruments provided by Grantee to Grantor pursuant to this Easement are true, current, complete, and correct copies.

#### **I. EMERGENCY WORK:**

Grantee is authorized to enter upon adjacent Endowment Lands and other lands managed by Grantor for the purpose of performing emergency repairs within the

Easement Area for damage due to floods, high winds, and other acts of God, provided that Grantee provides written notice to Grantor within forty-eight (48) hours of the time such emergency work commences. Thereupon, Grantor will assess any damage to Grantor's lands caused by Grantee, and Grantee shall pay any such assessment within thirty (30) days of the assessment. Grantee shall reimburse Grantor for any emergency repairs that Grantor makes to the Easement Area or adjacent lands within thirty (30) days of notice of any such emergency repairs and the costs incurred by or on behalf of Grantor.

**J. TERMINATION:**

1. Grantor will presume the Easement Area, or any segment thereof, abandoned, if any required construction or reconstruction work, for the purpose for which this Easement is granted, is not completed within five (5) years from the date of this Easement.

2. If the Easement Area, or any segment or portion thereof, is not used for five (5) consecutive years for the purpose for which it was granted, then the Easement Area will be presumed abandoned and shall be terminated as set forth herein. Grantor shall notify Grantee in writing that the Easement Area is considered abandoned and that the Easement will terminate within three (3) months of the date of notification or as mutually agreed to in writing by Grantor and Grantee. In the event Grantee fails to complete construction or reconstruction work within three (3) months or as mutually agreed to in writing, Grantor shall terminate this Easement and provide to Grantee a statement in recordable form confirming termination of the easement, which may be recorded by either party.

3. Only upon written and recorded approval by Grantor can this easement or any segment thereof, be relinquished, extinguished, abandoned, or terminated.

4. If at any time Grantee determines that the Easement Area, or any segment thereof, is no longer needed for the purposes granted, Grantee shall furnish to the Grantor a statement in recordable form confirming termination thereof, which may be recorded by Grantor.

5. Grantor may terminate this Easement for any material breach of any of the terms of this Easement. Before termination, Grantor shall provide Grantee written notice of Grantor's intent to terminate this Easement and shall set forth the asserted default(s), and, if Grantor considers such default curable, what action must be taken to cure the asserted default(s), and the timeline in which they must be cured. Failure of Grantee to cure the asserted default(s) to the standard and timelines specified by Grantor shall result in the termination of this easement. In the event termination occurs, Grantor shall provide to Grantee a statement in recordable form confirming termination of the Easement, which may be recorded by either party.

6. This easement shall expire (type out number) (00) years from the execution of this document, unless previously terminated as provided herein. *[DELETE if not applicable]*

**K. AUTHORITY:**

This easement is issued by authority of state law, including, but not limited to, Idaho Constitution, Article IX, §§ 7 and 8; Chapter 6, Title 58, Idaho Code, and rules authorized by Grantor.

**L. ADDITIONAL PROVISIONS:**

1. Nothing in this Easement will be construed as binding Grantor to perform beyond its legal authority, or to expend any monies in excess of appropriations or authorized funds available for such purposes.
2. Grantee shall perform examination and determination of title, and shall coordinate installation, construction, and maintenance with existing easement holders in the Easement Area. Grantee shall perform necessary due diligence to identify all existing items of record or in view.

**M. ACCEPTANCE:**

USE OF THIS EASEMENT BY GRANTEE CONSTITUTES ACCEPTANCE OF THE EASEMENT AND AGREEMENT TO BE BOUND BY THE TERMS HEREOF.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantee has caused these presents to be duly executed the day and year first below written.

Grantee Name

Date \_\_\_\_\_

\_\_\_\_\_  
Name, Title

Date \_\_\_\_\_

\_\_\_\_\_  
Name, Title

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

*(Pick the **ACKNOWLEDGEMENT** that fits Grantee/Grantor – Individual / Partnership/ LLC / Corporation / Trust / Gov’t Entity / Complex Entity – ACKNOWLEDGEMENT document located on SharePoint – Use of the wrong acknowledgement can actually invalidate the easement. NOTE: do not alter Land Board Acknowledgement – except when member names change)*

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Idaho Department of Lands.

STATE BOARD OF LAND COMMISSIONERS

\_\_\_\_\_  
Governor of the State of Idaho and President  
of the State Board of Land Commissioners

Countersigned:

\_\_\_\_\_  
Secretary of State

\_\_\_\_\_  
Director, Idaho Department of Lands

\* \* \* \* \*

STATE OF IDAHO )  
                          ) ss.  
COUNTY OF ADA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said State, personally appeared **BRAD LITTLE**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; **LAWRENCE E. DENNEY**, known to me to be the Secretary of State for the State of Idaho; and **DUSTIN T. MILLER**, known to me to be the Director of Department of Lands of the State of Idaho, that executed the same instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

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

\_\_\_\_\_  
NOTARY PUBLIC for Idaho  
Residing at \_\_\_\_\_, Idaho  
My Commission expires: \_\_\_\_\_

**ES000000**  
**EXHIBIT A**

*[Exhibit A (-1) Legal Description of Easement Area on IDL lands by ¼ ¼, or a survey, if not already embedded in easement – Exhibit B Map of the Easement Area showing easement location graphically]*

[Following Page]  
**ES000000**  
**EXHIBIT B**  
**Map 0 of 0**

**ACKNOWLEDGEMENTS**

**(Individual / Partnership/ LLC / Corporation / Trust / Gov't Entity / Complex Entity)**

***Notary Acknowledgment for an Individual:***

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public, personally appeared \_\_\_\_\_, known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she (or they) 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.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

***Notary Acknowledgment for a Partnership:***

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public, personally appeared \_\_\_\_\_, known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be one of the partners in the partnership of (insert partnership name signed to instrument), and the partner or one of the partners who subscribed said partnership name to the foregoing 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 in this certificate first above written.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



**Notary Acknowledgment for a Limited Liability Company:**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public, personally appeared \_\_\_\_\_ known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be a member or the manager of \_\_\_\_\_, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company 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.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

*08-13-19 DAG comments: For any partnership, it is important to identify signatories as "general partners". However, because this is a limited partnership, it is even more important to identify them as "general partners". Limited partners have other 'limited partners' who have rights to share in income, but have no power to act on behalf of or bind the partnership*

**Notary Acknowledgment for a Corporation:**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public, personally appeared \_\_\_\_\_ known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the president, or vice-president, or secretary or assistant secretary, of \_\_\_\_\_, the corporation that executed the instrument or the person 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.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**Notary Acknowledgment for a Trust/Trustee:**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, personally appeared \_\_\_\_\_ known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be the person whose name is subscribed to the within instrument as Trustee and acknowledged to me that he/she (or they) executed the same as such Trustee.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**Federal, State, Local, Government Entity, Agency, Municipality**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_ known or identified to me to be the \_\_\_\_\_ (official's capacity), an authorized agent for the \_\_\_\_\_ (Federal, State, Local, Government Entity, Agency, Municipality) that executed the said instrument, and acknowledged to me that said \_\_\_\_\_ (Federal, State, Local, Government Entity, Agency, Municipality) executed the same.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**Complex Entity SAMPLE**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_ (signer), known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the \_\_\_\_\_ (officer title) of \_\_\_\_\_ (constituent entity) a \_\_\_\_\_ corporation, one of the partners in the partnership of \_\_\_\_\_ (maker), a \_\_\_\_\_ partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that such corporation 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 in this certificate first above written.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_