

**AGREEMENT REGARDING  
SANITARY SEWER EASEMENTS**

THIS AGREEMENT is entered into on this 16 day of August, 2013, by and between THOMPSON DEVELOPMENT, LLC, an Idaho limited liability company, ("Thompson"); and ECKHARDT PROPERTIES, LLC, an Idaho limited liability company ("Eckhardt"); and MOSCOW URBAN RENEWAL AGENCY ("URA"), an independent public body, corporate and politic and an urban renewal agency organized and existing pursuant to the laws of the State of Idaho (Idaho Code Section 50-2001, *et seq.*, as amended).

**RECITALS**

WHEREAS, Thompson owns that certain real property commonly known as 1220 Indian Hills Drive, Moscow, and legally described as Lot 20, Block 5, Indian Hills 6th Addition to the City of Moscow, County of Latah, State of Idaho ("Thompson Property"); and

WHEREAS, Eckhardt owns that certain real property commonly known as 1848 S. Mountainview Road, Moscow and legally described as Lot 21, Block 5, Indian Hills 6th Addition to the City of Moscow, County of Latah, State of Idaho ("Eckhardt Property"); and

WHEREAS, URA owns that certain real property legally described as Lots 2 and 3, Block 2, of Alturas Business Park II of the City of Moscow, County of Latah, State of Idaho ("URA Property"); and

WHEREAS, the Eckhardt Property is currently served by a ten (10) foot private sanitary sewer easement (the "Existing Private Easement") traversing over, across, and through the eastern boundary of Lot 3, Block 2 of Alturas Business Park II to the City of Moscow, Idaho; and

WHEREAS, said Existing Private Easement serves only the Eckhardt Property and Thompson desires that sanitary sewer service be provided to the Thompson Property; and

WHEREAS, URA proposes to grant to the City of Moscow a twenty foot (20') public sanitary sewer easement (the "Public Easement") over, across, and through portions of Lot 2 and Lot 3, Block 2, of Alturas Business Park II, owned by the URA, to benefit the Thompson Property and Eckhardt Property so long as the Existing Private Easement is abandoned; and

WHEREAS, Eckhardt proposes to abandon the Existing Private Easement so long as Thompson grants to Eckhardt a new private sanitary sewer easement over, across, and through the northern boundary of the Thompson Property to a point where the line connects to the Public Easement granted by Thompson to the City of Moscow;

WHEREAS, the parties acknowledge that the attached Exhibit A represents an illustration of the properties referenced above and the existing and intended easements; and

WHEREAS, it is the parties desire by this Agreement to establish a record and timeline of the actions to be taken by each party and each party hereby agrees to comply with the terms set forth herein.

NOW THEREFORE, for the mutual considerations set forth herein and acknowledged by the parties, the undersigned agree as follows:

1. **Grant of New Private Easement.** Thompson agrees to grant to Eckhardt for the benefit of the Eckhardt Property a new private sanitary sewer easement (the "New Private Easement") ten (10) feet in width extending from the westerly boundary of Lot 21, Block 5, Indian Hills 6th Addition to the City of Moscow, to the west along the northern fifteen (15) feet of Lot 20, Block 5, Indian Hills 6th Addition to a point of connection with the Public Easement granted by Thompson to the City of Moscow. Said New Private Easement shall be in substantially the same form as attached Exhibit B. Thompson shall execute and record said New Private Easement within ten (10) business days from mutual acceptance of this Agreement.
2. **Grant of Public Easement by URA.** URA agrees to grant to the City of Moscow a twenty foot (20') public utility easement over, across, and through the easterly ten feet (10') of Lot 2 and the westerly ten feet (10') of Lot 3, Block 2, Alturas Technology Park Phase II to the City of Moscow, for the purpose of providing sanitary sewer service to the Thompson Property. Within ten (10) business days from the mutual acceptance of this Agreement, the URA shall cause to be executed and recorded a Grant of Public Easement in a form substantially similar to that attached as Exhibit C. Said easement shall be conditioned upon the Abandonment of the Existing Private Easement being recorded in the records of Latah County no later than December 31, 2013.
3. **Grant of Public Easement by Thompson to City of Moscow.** Thompson agrees to grant to the City of Moscow a public utility easement over, across, and through the following real property:

A public utility easement located in the SE $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 17, T.39N., R.5W., B.M., Block 5, Lot 20, Indian Hills 6<sup>th</sup> Addition to the City of Moscow, Latah County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of Lot 21, Block 5 of said Indian Hills 6<sup>th</sup> Addition; thence running N 69°14'51" W 163.58 feet along the North boundary of said Indian Hills 6<sup>th</sup> Addition to northwest corner of a proposed private utility easement and the TRUE POINT OF BEGINNING;

thence continuing along said North boundary N 69°14'51" W 32.89 feet;  
thence S 00°07'50" E 21.41 feet;

thence S 69°14'51" E 24.89 feet, parallel with and 20 feet distant of said  
North boundary;

thence N 21°49'38" E 20.00 feet to the TRUE POINT OF BEGINNING.

This Easement contains 580 square feet, more or less.

Said Public Utility Easement shall be in substantially the same form as the attached Exhibit E.

4. **Installation of Public Sanitary Sewer Line.** Thompson agrees, at Thompson's sole cost and expense, to install for the benefit of the Thompson and Eckhardt Properties a new public sanitary sewer line and main within the Public Easements granted in Paragraphs 2 and 3 above. Timing of the installation of said new public sanitary sewer line and main shall be at the sole discretion of Thompson after obtaining appropriate authorization from the City, but in no event later than December 31, 2013.
5. **Installation of Private Sanitary Sewer Line.** Thompson further agrees, at Thompson's sole cost and expense and immediately after or simultaneous to the installation of the sanitary sewer line and main within the Public Easements, to install for the benefit of the Eckhardt Property a new sanitary sewer line within the New Private Easement granted in Paragraph 1 above and which shall connect to the main located within the Public Easement granted in Paragraph 3 above. Timing of the installation of said new sanitary sewer line shall be at the sole discretion of Thompson but in no event later than December 31, 2013.
6. **Abandonment of Existing Private Easement.** Within ten (10) business days from the date of the mutual acceptance of this Agreement, Eckhardt agrees to execute and deliver to Thompson a recordable Abandonment of Existing Private Easement (in substantially the same form as attached Exhibit D) which shall be held in trust by Latah County Title Company, 106 E. 2<sup>nd</sup> Street, Moscow, Idaho 83843, until such a time as the new sanitary sewer line has been properly installed and service restored to the Eckhardt Property. Said Abandonment of Existing Private Easement shall release any and all rights Eckhardt has in the Existing Private Easement.
7. **Recording of Abandonment of Private Easement.** Upon written receipt from Eckhardt or Thompson's contractor confirming the completion of installation of the sanitary sewer service line, Susan R. Wilson shall immediately record said Abandonment of Existing Private Easement with the Latah County Recorder's office and provide a copy of the recorded document to all parties.

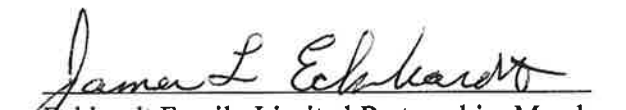
8. **Hold Harmless and Indemnification.** Thompson agrees to hold Eckhardt and URA harmless and indemnify Eckhardt and URA against any and all claims, causes of action, or liability arising from or associated with Thompson's relocation of the sanitary sewer line.
9. **Heirs and Assigns.** This Agreement shall be binding upon the heirs, assignees of the parties, and subsequent purchasers of the property described herein.
10. **Venue and Attorney Fees.** The parties agree that should any provision of this Agreement be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Idaho in and for the County of Latah.
11. **Modification.** The parties agree that the provisions of this Agreement may be modified upon written request of any party and subsequent approval of the other parties.
12. **Covenant to Run With Land.** This Agreement shall run with the land affected hereby and shall be to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have read, understand, and executed this Agreement to be effective as of the date first written above.

**THOMPSON:**  
THOMPSON DEVELOPMENT, LLC

  
Garrett A. Thompson, Agent

**ECKHARDT:**  
ECKHARDT PROPERTIES, LLC

  
Eckhardt Family Limited Partnership, Member  
by James L. Eckhardt, General Partner

**URA:**  
MOSCOW URBAN RENEWAL AGENCY

  
John McCabe, Chair


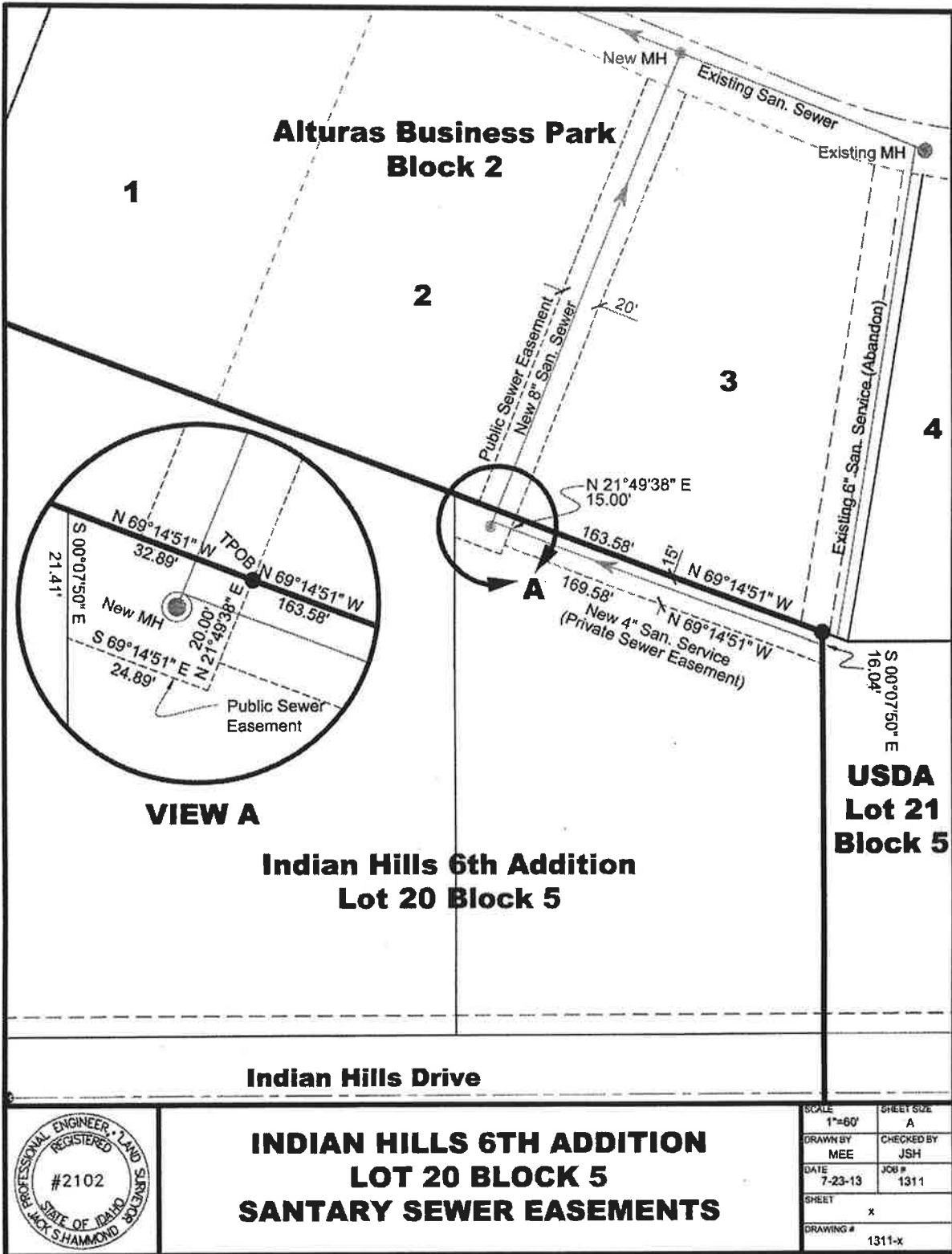
Attested by:  
  
Jeffrey B. Jones, Secretary Executive Director

EXHIBIT A



**EXHIBIT B**

*RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:*

Susan R. Wilson, Attorney at Law, PLLC  
208 S. Main St. Ste 2  
Moscow, ID 83843

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(Space Above For Recorder's Use)

**PERMANENT PRIVATE UTILITY EASEMENT**

THIS PERMANENT PRIVATE UTILITY EASEMENT is dated the \_\_\_ day of August, 2013 by and between **THOMPSON DEVELOPMENT, LLC**, an Idaho limited liability company, the "GRANTOR" of 1024 Pine Crest, Moscow, Idaho 83843 and **ECKHARDT PROPERTIES, LLC**, an Idaho limited liability company, the "GRANTEE".

GRANTOR owns that certain real property commonly known as 1220 Indian Hills Drive, Moscow, and legally described as Lot 20, Block 5, Indian Hills 6th Addition to the City of Moscow, County of Latah, State of Idaho ("Grantor's Property").

GRANTEE owns that certain real property commonly known as 1848 S. Mountainview Road, Moscow and legally described as Lot 21, Block 5, Indian Hills 6th Addition to the City of Moscow, County of Latah, State of Idaho ("Grantor's Property").

GRANTOR hereby grants to GRANTEE a permanent private utility easement over, across, and through Grantor's Property for the benefit of the Grantee's Property, for the purpose of installing and maintaining sanitary sewer services and which is more particularly described as follows:

A 15 foot wide private utility easement located in the SE<sup>1</sup>/<sub>4</sub> of the SE <sup>1</sup>/<sub>4</sub> of Section 17, T.39N., R.5W., B.M., Block 5, Lot 20, Indian Hills 6<sup>th</sup> Addition to the City of Moscow, Latah County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of Lot 21, Block 5 of said Indian Hills 6<sup>th</sup> Addition and the TRUE POINT OF BEGINNING; thence running N 69°14'51" W 163.58 feet along the North boundary of said Indian Hills 6<sup>th</sup> Addition, to the boundary of a public utility easement;

thence S 21°49'38" W 15.00 feet along said public easement;

thence S 69°14'51" E 169.58 feet to the westerly boundary of said Lot 21;

thence N 00°07'50" W 16.04 feet along said boundary to the TRUE POINT OF BEGINNING

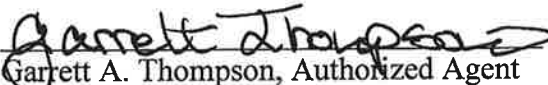
GRANTOR, its successors and assigns, reserves the right to improve said easement area as long as such improvement shall not unreasonably interfere with the construction, operation, maintenance, repair and/or reconstruction of the private underground utilities. GRANTOR agrees that it and its heirs or assigns will not build or place any new encroachment thereon which will unreasonably interfere with the right of the GRANTEE.

GRANTEE, its agents or transferees, shall have the right to perform any maintenance it may deem necessary or wish to exercise in connection with the aforesaid utilities (including, but not limited to, the right to make necessary repairs, alterations, removals or replacement thereof). Upon exercising these rights, GRANTEE shall restore the property to its prior condition and shall compensate GRANTOR, its successors or assignees, for any damages suffered. GRANTEE is granted the aforementioned rights, together with the rights and privileges of ingress and egress to and from said property for the above stated purposes.

It is expressly intended that the rights, burdens and restrictions contained in this Permanent Private Utility Easement shall run with the land and shall forever bind GRANTOR and GRANTEE, their heirs and assigns.

IN WITNESS WHEREOF, the undersigned has hereto set his hand and seal the date first above written.

**GRANTOR:  
THOMPSON DEVELOPMENT, LLC**

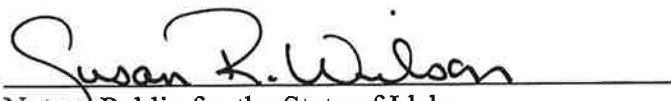
  
Garrett A. Thompson, Authorized Agent  
of Thompson Et Al, Inc., Member

STATE OF IDAHO )  
  ) ss.  
County of Latah )

On this 16<sup>th</sup> day of August, 2013, before me, Susan R. Wilson, a Notary Public in and for said State, personally appeared GARRETT A. THOMPSON, known or identified to me to be the authorized agent of Thompson Et Al, Inc., Member of Thompson Development, LLC, an Idaho limited liability company, and the person who executed the instrument herein on behalf of said company, and acknowledged to me that said company executed the same.

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



  
Notary Public for the State of Idaho  
Residing at Moscow  
My commission expires 4-21-2015

## EXHIBIT C

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Moscow  
Moscow, ID 83843

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(Space Above For Recorder's Use)

### PERMANENT UNDERGROUND PUBLIC UTILITY EASEMENT

**MOSCOW URBAN RENEWAL AGENCY**, an independent public body, corporate and politic and an urban renewal agency organized and existing pursuant to the laws of the State of Idaho (Idaho Code Section 50-2001, *et seq.*, as amended), whose current address is 206 E. Third Street, Moscow, Idaho 83843, (hereafter "**Grantor**"), owner of real property affected hereby, in consideration of one dollar (\$1) and other valuable consideration in hand paid, does hereby grant to the **CITY OF MOSCOW**, a municipal corporation organized and existing under the laws of the State of Idaho, whose address is 206 E. Third Street, Moscow, Idaho 83843, (hereafter "**Grantee**"), a permanent public easement and right of way in which to construct and maintain public underground utilities, including the right to enter upon, traverse over, across, and through, and occupy and use the property located in the City of Moscow, Latah County, Idaho, to wit:

A 20 foot wide public utility easement over, across, and through the easterly ten feet (10') of Lot 2 and the westerly ten feet (10') of Lot 3, Block 2, Alturas Technology Park Phase II to the City of Moscow as per the recorded plat thereof.

GRANTOR, its successors and assigns, reserves the right to improve said easement area as long as such improvement shall not unreasonably interfere with the construction, operation, maintenance, repair and/or reconstruction of the public underground utilities. GRANTOR agrees that it and its heirs or assigns will not build or place any structure or building or any encroachment thereon which will unreasonably interfere with the right of the GRANTEE.

GRANTEE, its agents or transferees, shall have the right to perform any maintenance it may deem necessary or wish to exercise in connection with the aforesaid utilities (including, but not limited to, the right to make necessary repairs, alterations, removals or replacement thereof). Upon exercising these rights, GRANTEE shall restore the property to its prior condition and shall compensate GRANTOR, its successors or assignees, for any damages suffered. GRANTEE is granted the aforementioned rights, together with the rights and privileges of ingress and egress to and from said property for the above stated purposes.

It is expressly intended that the rights, burdens and restrictions contained in this Public Utility easement shall run with the land and shall forever bind GRANTOR and GRANTEE, their heirs and assigns.



IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal this 16 day of August, 2013.

**GRANTOR:  
MOSCOW URBAN RENEWAL AGENCY**

*John McCabe*

By: JOHN MCCABE, Chair

Attested by:

*Jeffrey B. Jones*

JEFFREY B. JONES, Executive Director

STATE OF IDAHO            )  
  ) ss.  
County of Latah            )

On this 16<sup>th</sup> day of August, 2013, before me Susan R. Wilson, personally appeared JOHN MCCABE, known or identified to me, to be the Chair of the Moscow Urban Renewal Agency, the agency that executed the instrument or the person who executed the instrument on behalf of said agency, and acknowledged to me that the agency 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.

*Susan R. Wilson*

NOTARY PUBLIC FOR STATE OF IDAHO

Residing at Moscow.

My Commission Expires: 4-21-2015



**EXHIBIT D**

**NOTICE OF**

**ABANDONMENT OF EXISTING PRIVATE EASEMENT**

This Notice of Abandonment of Existing Private Easement is dated this 15th day of August, 2013 and is acknowledged, approved and caused to be recorded by ECKHARDT PROPERTIES, LLC, an Idaho limited liability company ("Eckhardt"), and the successor in interest to Thompson Family Limited Partnership, an Idaho partnership ("Thompson").

**RECITALS**

WHEREAS, Eckhardt is the owner of that certain property commonly known as 1848 S. Mountainview Road, Moscow and legally described as Lot 21, Block 5, Indian Hills 6th Addition to the City of Moscow, County of Latah, State of Idaho ("Eckhardt Property"); and

WHEREAS, the Moscow Urban Renewal Agency ("URA") granted a Permanent Private Underground Utility Easement between Thompson Family Limited Partnership and Moscow Urban Renewal Agency, (the "Existing Private Easement") dated March 6, 2008 and recorded under Latah County Recorder's No. 521103, over, across, and through URA property for the benefit of the Eckhardt Property; and

WHEREAS, Eckhardt, as the successor to Thompson and owner of the Eckhardt Property, is the sole beneficiary of the Existing Private Easement; and

WHEREAS, Eckhardt, Thompson Development, LLC, also a successor in interest to Thompson Family Limited Partnership, and the URA have entered into an Agreement wherein the URA has granted to the City of Moscow a public utility easement over, across, and through the easterly ten feet (10') of Lot 2 and the westerly ten feet (10') of Lot 3, Block 2 for the purpose of providing sanitary sewer services to the adjacent property owned by Thompson Development, LLC and ultimately the Eckhardt Property; and

WHEREAS, Thompson Development, LLC has granted to Eckhardt a new private sanitary sewer easement over, across, and through the northerly fifteen feet (15') of Lot 20, Block 5 of Indian Hills Sixth Addition to the City of Moscow, which connects with the public utility easement granted by the URA; and

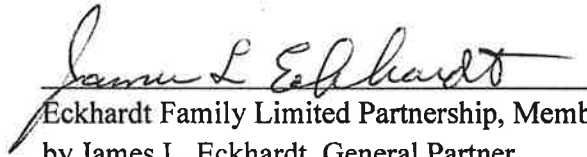
WHEREAS, upon installation of the new public and private sanitary sewer lines, the need for the Existing Private Easement no longer exists.

NOW THEREFORE, incorporating all of the above Recitals, Eckhardt hereby abandons and releases any and all interests Eckhardt has in that certain Permanent Private Underground Utility Easement dated March 6, 2008 and recorded under Latah County Recorder's No. 521103.

Upon recordation of this Notice, said Existing Private Easement shall be forever extinguished.

IN WITNESS WHEREOF, the undersigned has read, understood, and executed this Notice to be effective as of the date first written above.

**ECKHARDT:**  
ECKHARDT PROPERTIES, LLC


  
Eckhardt Family Limited Partnership, Member  
by James L. Eckhardt, General Partner

STATE OF IDAHO            )  
  ) ss  
County of Payette        )

On this 15<sup>th</sup> day of August, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES L. ECKHARDT, known to me or identified to me to be the General Partner of Eckhardt Family Limited Partnership, the sole Member of Eckhardt Properties, LLC, an Idaho limited liability company, and the person who executed the instrument, and acknowledged to me that he executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.



  
NOTARY PUBLIC for STATE OF IDAHO  
Residing in ~~Moscow, Idaho~~ Payette, Idaho  
My Commission Expires: 5/2/2014

**EXHIBIT E**

*RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:*

City of Moscow  
Moscow, ID 83843

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(Space Above For Recorder's Use)

**PERMANENT UNDERGROUND PUBLIC UTILITY EASEMENT**

**THOMPSON DEVELOPMENT, LLC**, an Idaho limited liability company, whose current address is 1024 Pine Crest Road, Moscow, Idaho 83843, (hereafter "**Grantor**"), owner of real property affected hereby, in consideration of one dollar (\$1) and other valuable consideration in hand paid, does hereby grant to the **CITY OF MOSCOW**, a municipal corporation organized and existing under the laws of the State of Idaho, whose address is 206 E. Third Street, Moscow, Idaho 83843, (hereafter "**Grantee**"), a permanent public easement and right of way in which to construct and maintain public underground utilities, including the right to enter upon, traverse over, across, and through, and occupy and use the property located in the City of Moscow, Latah County, Idaho, to wit:

A public utility easement located in the SE¼ of the SE ¼ of Section 17, T.39N., R.5W., B.M., Block 5, Lot 20, Indian Hills 6<sup>th</sup> Addition to the City of Moscow, Latah County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of Lot 21, Block 5 of said Indian Hills 6<sup>th</sup> Addition; thence running N 69°14'51" W 163.58 feet along the North boundary of said Indian Hills 6<sup>th</sup> Addition to northwest corner of a proposed private utility easement and the TRUE POINT OF BEGINNING;

thence continuing along said North boundary N 69°14'51" W 32.89 feet;

thence S 00°07'50" E 21.41 feet;

thence S 69°14'51" E 24.89 feet, parallel with and 20 feet distant of said North boundary;

thence N 21°49'38" E 20.00 feet to the TRUE POINT OF BEGINNING.

GRANTOR, its successors and assigns, reserves the right to improve said easement area as long as such improvement shall not unreasonably interfere with the construction, operation, maintenance, repair and/or reconstruction of the public underground utilities. GRANTOR agrees that it and its heirs or assigns will not build or place any structure or building or any encroachment thereon which will unreasonably interfere with the right of the GRANTEE.

GRANTEE, its agents or transferees, shall have the right to perform any maintenance it may deem necessary or wish to exercise in connection with the aforesaid utilities (including, but not limited to, the right to make necessary repairs, alterations, removals or replacement thereof). Upon exercising these rights, GRANTEE shall restore the property to its prior condition and shall compensate GRANTOR, its successors or assignees, for any damages suffered. GRANTEE is granted the aforementioned rights, together with the rights and privileges of ingress and egress to and from said property for the above stated purposes.

It is expressly intended that the rights, burdens and restrictions contained in this Public Utility easement shall run with the land and shall forever bind GRANTOR and GRANTEE, their heirs and assigns.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal this 16<sup>th</sup> day of August, 2013.

**GRANTOR:  
THOMPSON DEVELOPMENT, LLC**

*Garrett A. Thompson*  
By: GARRETT A. THOMPSON, Agent

STATE OF IDAHO                    )  
  ) ss.  
County of Latah                    )

On this 16<sup>th</sup> day of August, 2013, before me Susan R. Wilson, personally appeared GARRETT A. THOMPSON, known or identified to me, to be the Authorized Agent for THOMPSON DEVELOPMENT, LLC, an Idaho limited liability company, and the person who executed the instrument on behalf of said company, and acknowledged to me that the 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.



*Susan R. Wilson*  
NOTARY PUBLIC FOR STATE OF IDAHO  
Residing at Moscow  
My Commission Expires: 4-21-2015