

Lakeland Joint School District #272

5506 N. Washington St.
Rathdrum, ID 83858
208-687-0431



**LJSD Vision: A community committed to academic excellence ...
dedicated to student success.**

Board Action Item Request

AGENDA ITEM: Approve/Deny Avista Utilities Easement Request

MEETING DATE: February 5, 2025

PREPARED BY: Jessica Grantham

REQUEST:

Avista Utilities contacted the District to request permission for an easement along our property line adjacent to KTEC. This will allow them to install a gas line that will serve both KTEC and the District if/when we develop our parcel of land. The alternative would be to hire a contractor to bore the lines between KTEC and NIC at a higher cost.

RECOMMENDATION:

The Superintendent and CFO recommend that the board approves the easement, which would allow KTEC to convert from non-functional geothermal boilers to gas.

[Proposed Easement Contract](#)
[Map](#)

Return Address:
Avista Corporation
Attn: LuAnn Weingart
Real Estate Department MSC-R-3
P.O. Box 3727
Spokane, Washington 99220-3727

RIGHT OF WAY EASEMENT

For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, **JOINT SCHOOL DISTRICT NO. 272 OF KOOTENAI COUNTY**, (“Grantor”) hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation, a perpetual non-exclusive easement on, over, under, along and across real property identified as Assessor Parcel **R00000070300** located in the Northeast Quarter (NE1/4) of Section 7, T. 51N, R.4W., Boise Meridian in Kootenai County, State of Idaho, legally described in attached **EXHIBIT “A”**, and by this reference is incorporated into this easement:

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and replace 2” gas main, together with all related appurtenances (“Facilities”) on, over, under, along and across a portion of the parcel identified above . The easement shall extend 10 feet from the center line of the Facilities as constructed, the approximate location of which is shown on the attached map marked **EXHIBIT “B”** (the “Easement Area”), and by this reference is incorporated into this easement.
2. **ACCESS AND DAMAGE.** Grantor grants to Grantee a right of ingress, egress and access over and across the Property and Grantor’s adjoining property for the purpose stated above, provided the Grantee repairs any damage or compensates the Grantor for any damage to said properties as a result of such access, installation, repair and maintenance.
3. **CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any brush, branches, landscaping and trees, including danger trees, within the Easement Area, the Property and on Grantor’s adjoining property that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantee’s Facilities or that could interfere with the exercise of Grantee’s rights as granted herein.
4. **GRANTOR’S USE OF THE PROPERTY.** Grantor reserves the right to use and enjoy the Property, to the extent that such use does not conflict or interfere with the Grantee’s rights herein. Grantor shall not construct, place or maintain any building, structure, fence or landscaping within the Easement Area that may interfere with Grantee’s rights or with the safe operation of the Facilities or that are not in compliance with all safety and building codes, regulations and laws.
5. **INDEMNITY.** Grantee agrees to indemnify and hold harmless Grantor, its employees, agents, guests and invitees from damage to property and personal injury to the extent caused by Grantee’s negligence or willful misconduct in the exercise of its rights herein, provided that Grantee shall not be liable for property damage or personal injury that is caused by the acts or omissions of Grantor, its employees, agents, guests and invitees or any other person.

6. **GRANTOR'S WARRANTY.** Grantor warrants and represents that Grantor has the unrestricted right to grant this easement and the rights described here.

7. **SUCCESSORS AND ASSIGNS.** The rights granted in this easement run with the Property and shall be binding upon and benefit the parties and their respective successors, heirs and assigns.

DATED this ___ day of _____, 20__.

GRANTOR: JOINT SCHOOL DISTRICT NO. 272 OF KOOTENAI COUNTY

BY: JESSICA GRANTHAM

Its: CHIEF FINANCIAL OFFICER

STATE OF IDAHO)

) ss.

COUNTY OF KOOTENAI)

I certify that I know or have satisfactory evidence that **JESSICA GRANTHAM** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **CHIEF FINANCIAL OFFICER** of **JOINT SCHOOL DISTRICT NO. 272 OF KOOTENAI COUNTY** and to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

Signature

Print Name

Notary Public for the State of _____

Residing at _____

My Commission Expires _____

EXHIBIT "A"

The Northeast Quarter of Section 7, Township 51 North, Range 4 West. Coise Meridian, Kootenai County, Idaho;

EXCEPT the east 431.76 feet of the north 1,097.00 feet thereof;

ALSO EXCEPT the south 803.65 feet thereof;

ALSO EXCEPT the east 26. 00 feet thereof;

ALSO EXCEPT the west 1450.69 feet thereof;

ALSO EXCEPT any portion lying within the right of way of Lancaster Road, the south line of said right of way being 25 feet from the north line of said Northeast Quarter;

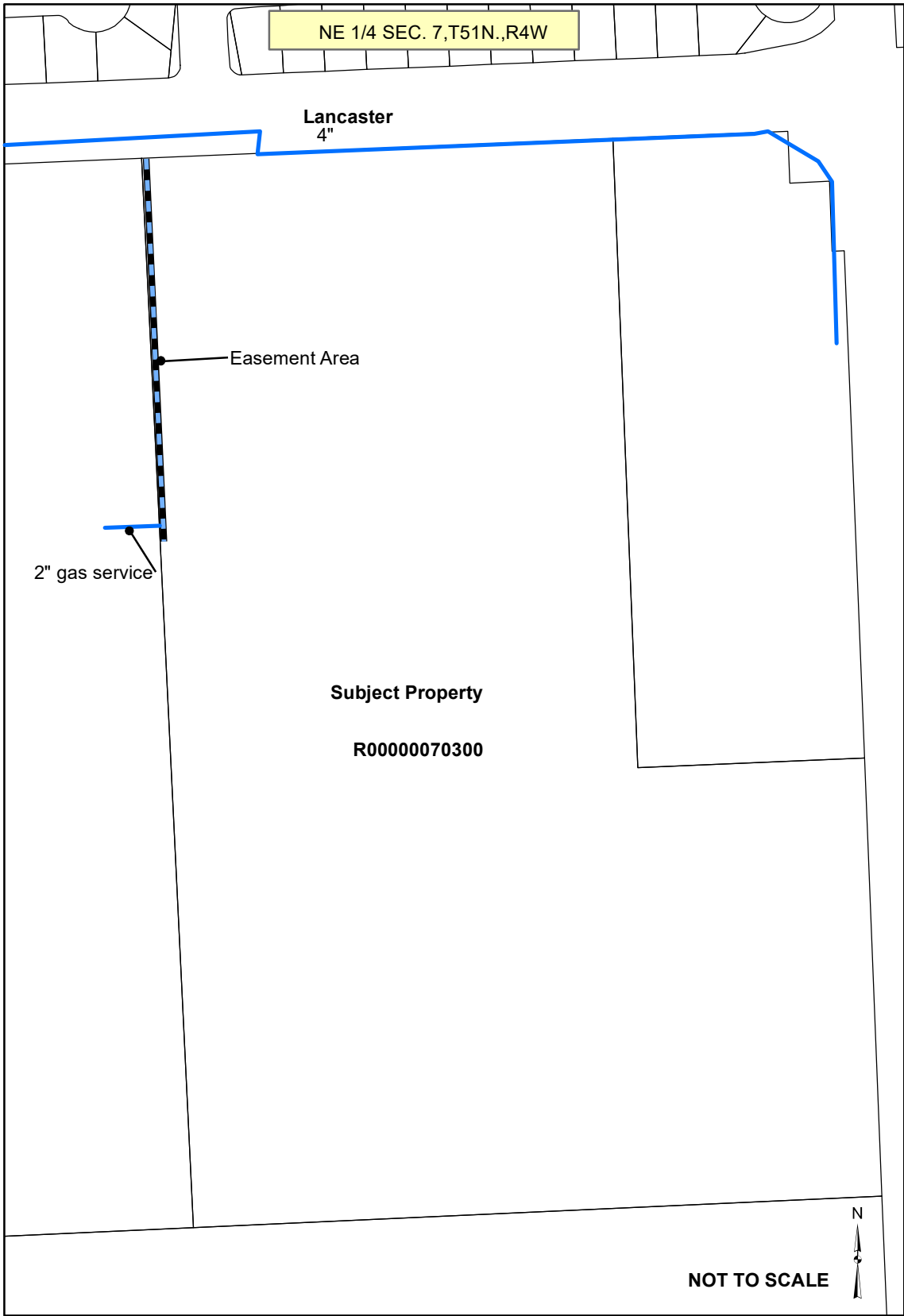
ALSO EXCEPT any portion lying within the right of way of Meyer Road, the west line of said right of way being 25 feet from the east line of said Northeast Quarter;

SUBJECT TO:

Existing right of way and easements of record and /or appearing on said tract.

Exhibit "A"

NE 1/4 SEC. 7, T51N., R4W





0 50 100 200 Feet



NOTICE: THIS IS NOT A LEGAL DOCUMENT
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, roads, streets, etc.

Printed Date: 01-28-2025
Printed By: Clark, Kaylee