



PROPERTY ACCESS LICENSE

_____, the Owner of property located at _____, _____, Idaho (“Owner”) hereby grants the following license to City of Idaho Falls, Idaho, dba Idaho Falls Fiber (“IFF”), a municipal corporation of the State of Idaho, for the purpose of installing and maintaining telecommunications equipment used in the delivery of voice, video, and/or data services and on the following terms and conditions:

1. **Grant of License.** Owner understands and agrees that delivery of communications services requires IFF to connect its network to the premises. Owner grants IFF a non-exclusive license to access the premises to install and maintain fiber optic cable(s), electronic access portal(s), any other equipment and associated systems facilities (“Cables and Facilities”), including rights of ingress and egress for installation and maintenance purposes (the “License”).

The License shall extend until the date IFF’s Cables and Facilities are removed. At IFF’s sole discretion, this License may be recorded with the county recorder. Unless otherwise provided by law, the Cables and Facilities shall remain IFF’s property. At all times hereafter, this license shall constitute a continuous, legally enforceable right of IFF.

This License is conveyed subject to the following terms and conditions:

a. Owner reserves its existing uses of its property, including the property where the Cables and Facilities are located, together with any future uses of its property which do not unreasonably interfere with IFF’s use of this License.

b. In its use and enjoyment of this License, IFF shall:

- (i) comply with all applicable local, state and federal laws, rules and regulations; and
- (ii) act reasonably to minimize interference with Owner’s use and enjoyment of Owner’s property.

c. Subject to the rights of existing utilities, rights of way, easements, or other property interests in the License, if any, and with regard to underground lines leading to the buildings, Owner agrees to notify IFF of any additional easements, licenses or rights of way granted affecting Cables and Facilities and shall require the holders of such easements, licenses or rights of way to maintain a two (2) foot horizontal offset and not interfere with or relocate IFF’s Cables and Facilities without IFF’s written permission.

d. Owner further agrees to not build, install, allow or otherwise place within two (2) feet of the centerline of any of IFF’s underground exterior Cables and Facilities (i) any permanent structure, including but not limited to buildings or masonry fences, or (ii) any structures (excluding non-masonry fences), flatwork or landscaping which interferes with IFF’s use of this License.

2. **Damage Covenant.** IFF shall restore the surface of Owner’s property to the reasonable satisfaction of Owner in a reasonably timely manner following the completion of any construction, repair or replacement of the Cables and Facilities.

IFF shall employ utility locates prior to installation on Owner's property and shall be responsible to repair any damage caused by IFF to located utilities.

In the event that Owner damages IFF's Cables and Facilities, IFF may obtain reimbursement directly from Owner for such damages, including enforcement, court costs, and attorney fees.

3. Assignment. IFF may assign this License, or any of its rights under this instrument, in whole or in part.

4. Government Immunity. Nothing in this License waives any requirements or limitations of Idaho law regarding governmental immunity.

5. Binding Nature. All of the grants, covenants, terms, provisions and conditions in this License shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

6. LIMITATION OF LIABILITY. IFF'S LIABILITY TO OWNER SHALL BE LIMITED TO ACTUAL DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY IFF'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

7. Written Amendments. This License may be amended only by written instrument executed by both the Owner and IFF.

8. Entire Agreement. Except as expressly set forth herein, this instrument, including any exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

DATED this _____ day of _____, 20____.

By: _____
Owner

Printed

Address: _____

