



## City of Ketchum

July 6, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Right-of-Way Encroachment Agreements 20482 and 20485 with CenturyLink for placement of telecommunications infrastructure in the City Right-of-Way**

#### Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreements 20482 and 20485 and adopt the following motion:

**"I move to authorize the Mayor to sign Encroachment Agreement 20482 and 20485 with CenturyLink."**

The reasons for the recommendation are as follows:

- The encroachments are necessary to support services at 711 Washington Ave. and 811 Warm Springs Road
- The encroachments will have no impact on pedestrian or public access

#### Introduction and History

A right-of-way agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue for the city. All encroachments into the public right-of-way require approval of specific agreements.

#### Analysis

Staff with the Streets and Facilities Department have reviewed the placement and installation of the proposed utilities and determined it will have no impact on public access or maintenance.

#### Financial Impact

There is no financial impact resulting from approval of this encroachment agreement

Attachments:

Encroachment Agreement 20482 and 20485

**WHEN RECORDED, PLEASE RETURN TO:**

**OFFICE OF THE CITY CLERK  
CITY OF KETCHUM  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340**

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## **RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20482**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2020, by and between \_\_\_\_\_, representing CenturyLink, (collectively referred to as "Owner"), whose address is 216 S Park Ave. W, Twin Falls, ID 83301 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

### *RECITALS*

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way on Washington Ave. and 7<sup>th</sup> St. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

### *TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit "A" within the public right-of-way of Washington Ave. and 7<sup>th</sup> St., until notified by Ketchum to remove the same.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors

or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

STATE OF \_\_\_\_\_, )  
County of \_\_\_\_\_, ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF IDAHO )  
County of Blaine ) ss.

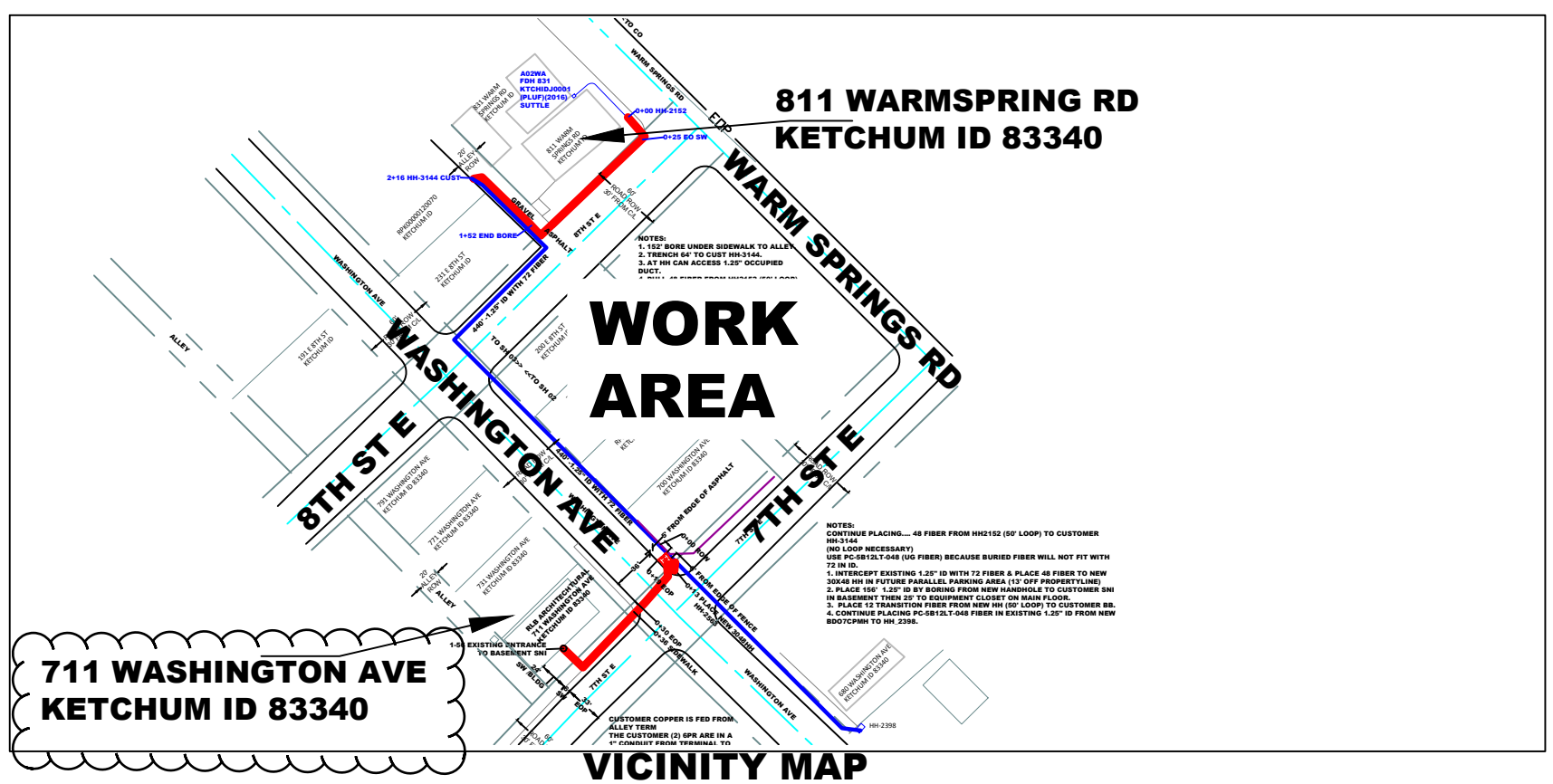
On this \_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**EXHIBIT "A"**

| LEGEND SHEET                 |  | SYMBOLOLOGY                      |  |
|------------------------------|--|----------------------------------|--|
| CENTERLINES                  |  | BRASS CAP                        |  |
| MONUMENT LINE                |  | STREET SIGN                      |  |
| PROPERTY LINE                |  | TREE                             |  |
| RIGHT OF WAY                 |  | BUSH                             |  |
| PUE                          |  | CACTUS                           |  |
| MATCHLINE                    |  | UTILITY CABINET                  |  |
| RAILROAD                     |  | POWER POLE                       |  |
| CATV LINE                    |  | WOOD POWER POLE                  |  |
| ELECTRIC                     |  | PROPOSED ANCHOR                  |  |
| OVERHEAD ELECTRIC            |  | TRAFFIC LIGHT POLE               |  |
| OVERHEAD T & E               |  | STREET LIGHT                     |  |
| GAS                          |  | STEEL POWER POLE                 |  |
| PETROLEUM                    |  | WOOD TRANSMISSION POLE           |  |
| IRRIGATION                   |  | STEEL TRANSMISSION POLE          |  |
| RWCD IRRIGATION PIPE         |  | JUNCTION BOX                     |  |
| SEWER                        |  | UTILITY VAULT/HAND HOLE          |  |
| STORM DRAIN                  |  | GROUND TRANSFORMER               |  |
| TELEPHONE                    |  | CATV POWER SUPPLY                |  |
| JOINT TRENCH TELCO/ELEC      |  | CATV PEDESTAL                    |  |
| AERIAL UTILITY (FIBER OPTIC) |  | TELCO PEDESTAL                   |  |
| BURIED UTILITY (FIBER OPTIC) |  | POWER PED EXISTING               |  |
| ABN TELCO                    |  | POWER PED NEW                    |  |
| WATER                        |  | WATER METER                      |  |
| RECLAIMED WATER              |  | WATER VALVE                      |  |
| FENCE                        |  | FIRE HYDRANT                     |  |
| WALL                         |  | BACK FLOW PREVENTER              |  |
| CITY LIMITS                  |  | PROPOSED RISER                   |  |
| TRAFFIC SIGNAL               |  | PROPOSED DG TO FOREIGN ANCHOR    |  |
| STREET LIGHT                 |  | TRENCH FTG                       |  |
| BORE                         |  | ASPHALT CUT FTG                  |  |
| ASPHALT CUT & RESTORE        |  | CATCH BASIN                      |  |
| TRENCH                       |  | CULVERT                          |  |
| PROPOSED TELEPHONE           |  | IRRIGATION CONTROL VALVE         |  |
|                              |  | IRRIGATION MANHOLE               |  |
|                              |  | WATER MANHOLE                    |  |
|                              |  | SEWER MANHOLE                    |  |
|                              |  | STORM DRAIN MANHOLE              |  |
|                              |  | GAS MANHOLE                      |  |
|                              |  | TELCO MANHOLE                    |  |
|                              |  | CATV MANHOLE                     |  |
|                              |  | GAS VALVE                        |  |
|                              |  | GAS METER                        |  |
|                              |  | ELECTRIC METER                   |  |
|                              |  | ELECTRIC VAULT/PULLBOX           |  |
|                              |  | TEL MANHOLE EXISTING             |  |
|                              |  | TEL MANHOLE NEW                  |  |
|                              |  | TELCO HANDHOLE EXISTING          |  |
|                              |  | TELCO HANDHOLE NEW               |  |
|                              |  | 4"x4" BOREPIT                    |  |
|                              |  | SAI EXISTING                     |  |
|                              |  | SAI NEW                          |  |
|                              |  | RT EXISTING                      |  |
|                              |  | RT NEW                           |  |
|                              |  | TELCO REPEATER NEW               |  |
|                              |  | TELCO REPEATER EXISTING          |  |
|                              |  | COOLPED NEW                      |  |
|                              |  | COOLPED EXISTING                 |  |
|                              |  | PROPOSED AERIAL FIBER SLACK LOOP |  |
|                              |  | BORE FTG                         |  |
|                              |  | SLACK LOOP FTG                   |  |



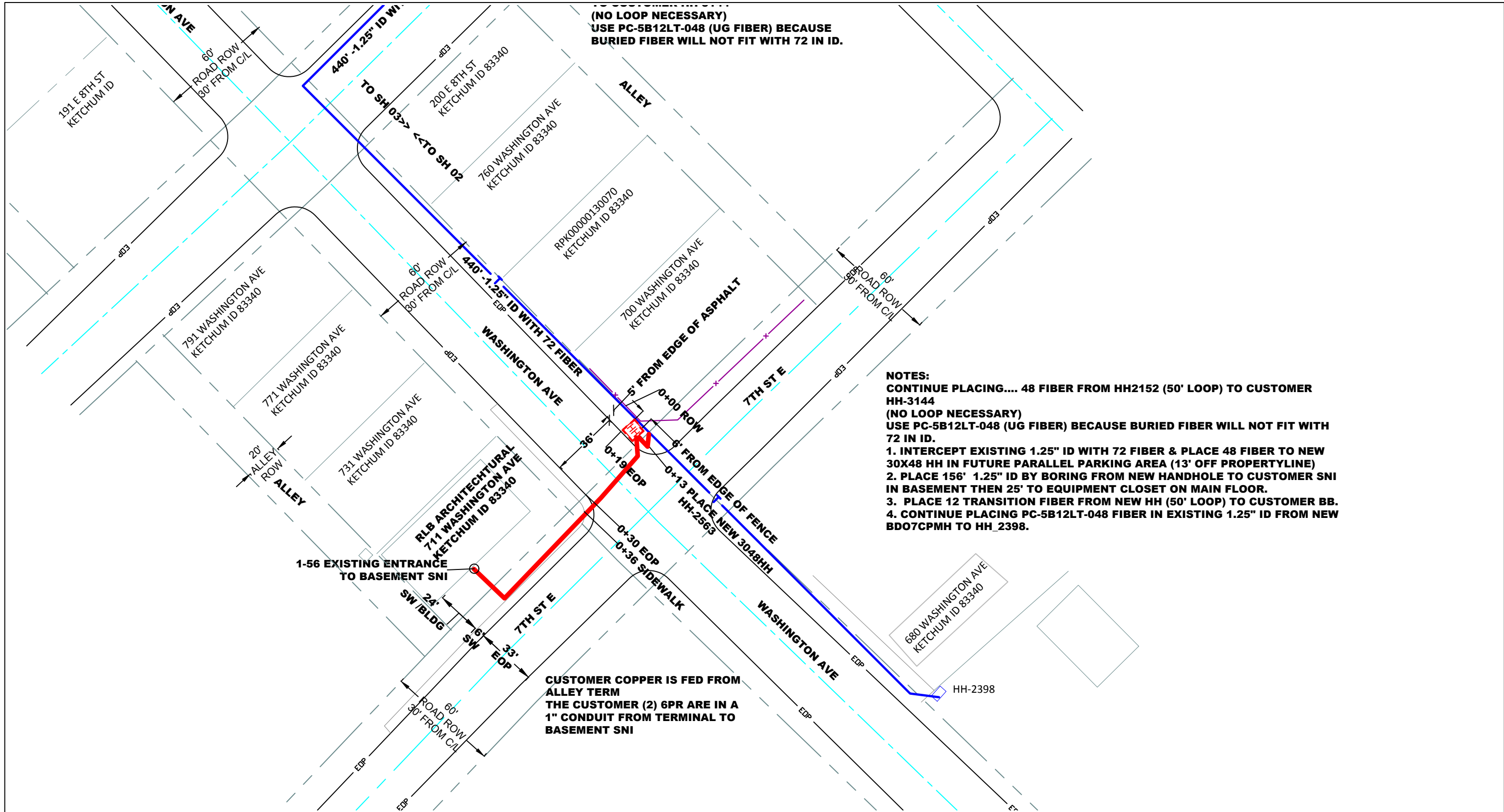
- CONSTRUCTION NOTES:**
- UTILITY LOCATE 72 HOURS PRIOR TO TRENCHING OR DIGGING
  - THE EXISTENCE AND LOCATION ON ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PRINTS WERE OBTAINED BY FIELD INSPECTION AND/OR A SEARCH OF AVAILABLE COUNTY RECORDS. THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE DIFFERENT THAN SHOW. CONTRACTOR IS REQUIRE TO VERIFY PRIOR TO EXCAVATION.
  - FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK ARE PROTECTION AS REQUIRED, AND USE ALL SAFETY PROJECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
  - ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
    - PROVIDE ALL PITS WITH 1'x1' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
    - EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR FROM EDGE OF PIT OR TRENCH.
    - BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
    - FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
  - TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS AND CLODS. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).
  - ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
  - NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
  - ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
  - BOND BURIED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
  - AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
  - ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
  - EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
  - THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.

**RIGHT OF WAY NOTES:**  
 RIGHT OF WAY LINES DEPICTED HAVE BEEN RESEARCHED USING SOME OR ALL OF THE FOLLOWING RESOURCES/METHODS:  
 REFERRING TO RECORDED SURVEYS AND COUNTY PARCEL MAP, SEARCHING FOR PROPERTY CORNER PINS, SEARCHING FOR CENTERLINE MONUMENTS, AND GEOGRAPHICAL OBSERVATION (FENCES, UTILITY LOCATIONS, CHANGES IN LANDSCAPING, ETC.)  
 DISCLAIMER: ABSOLUTE RIGHT OF WAY LINES LOCATION MUST BE OBTAINED VIA PROFESSIONAL LAND SURVEY (WHEN NECESSARY).

- AERIAL CONSTRUCTION NOTES:**
- MAINTAIN 40" BELOW LOWEST POWER ATTACHMENTS (TYPICALLY NEUTRAL).
  - MAINTAIN 30" BELOW NEUTRAL AT MID SPAN.
  - CANNOT USE POWER ANCHORS ON ANY CORNER POLE WITH OVER 6' OF ANGLE.
  - MAINTAIN 15'-6" MID-SPAN CLEARANCE TO GRADE/ROAD MINIMUM.
  - SIX FOOT SPACING (MINIMUM) BETWEEN PROPOSED CTL ANCHOR AND EXISTING POWER ANCHORS.

**KETCHUM PERMIT REQUIRED**

| <b>GEO: 360231</b><br><b>TAX: 06000</b><br><b>CLLI: KTCHIDEA</b><br><b>BLAINE COUNTY</b> |             | <b>SCOPE OF WORK: FIBER ENTRANCE</b><br><b>RLB ARCHITECTURAL</b><br><b>ADDRESS: 711 WASHINGTON AVE,</b><br><b>KETCHUM ID 83340</b> |  | <b>REVISIONS</b><br><table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0</td> </tr> <tr> <td>#</td> <td>\$</td> </tr> <tr> <td>%</td> <td>~</td> </tr> </tbody> </table> |  | DATE  | DESCRIPTION | 1  | 0 | #   | \$ | %  | ~ | <b>ECD: 7/31/2020</b>   |  |  |  |
|--|-------------|--|--|---|--|---|-------------|--|---|---|----|--|---|---|--|--|--|
| DATE   | DESCRIPTION |  |  |   |  |   |             |  |   |   |    |  |   |   |  |  |  |
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| %  | ~           |  |  |   |  |   |             |  |   |   |    |  |   |   |  |  |  |
| <b>FW PROJECT</b><br><b>N.726004</b>   |             | <b>WFMT PROJECT:</b><br><b>S.2734063</b>   |  | <b>COMMUNITY NAME</b><br>NAME: KETCHUM<br>CITY: KETCHUM   |  | <b>ENGINEERING CONTACT</b><br>NAME: TENILLE SORENSON<br>PHONE: 208-733-0278 |             | <b>CONTRACT ENGINEER</b><br>NAME: K HADLEY<br>COMPANY: MTN LTD |   | <b>CONSTRUCTION COORDINATOR</b><br>NAME: JEFF DUNN<br>PHONE: 208-736-0906 |    | <b>SPlicing COORDINATOR</b><br>NAME: RICK PERKINS<br>PHONE: 208-736-0906 |   | <b>ISSUE:</b> 1<br><b>WC CLLI:</b> KTCHIDMA<br><b>SECTION:</b> 18<br><b>TOWNSHIP:</b> 4N<br><b>RANGE:</b> 18E |  | EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.<br><b>DESC:</b> MOE - FINN IPC - 711 WASHINGTON AVE<br><b>EXCH KEY:</b> 208-726<br><b>REM KEY:</b> 3324<br><b>SCALE:</b> NTS<br><b>DATE:</b> 4/23/20 |  |
| <b>SHEET: 1 OF 3</b>   |             |  |  |   |  |   |             |  |   |   |    |  |   |   |  |  |  |



| <b>GEO: 360231</b><br><b>TAX: 06000</b><br><b>CLLI: KTCHIDEA</b><br><b>BLAINE COUNTY</b> |             | <b>SCOPE OF WORK: FIBER ENTRANCE</b><br><b>RLB ARCHITECTURAL</b><br><b>ADDRESS: 711 WASHINGTON AVE,</b><br><b>KETCHUM ID 83340</b> |  | <b>REVISIONS</b><br><table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0</td> </tr> <tr> <td>#</td> <td>\$</td> </tr> <tr> <td>%</td> <td>~</td> </tr> </tbody> </table> |  |   | DATE | DESCRIPTION  | 1 | 0   | # | \$   | % | ~   | <b>ECD: 7/31/2020</b> |  |  |
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| %  | ~           |  |  |   |  |   |      |  |   |   |   |  |   |   |                       |  |  |
| <b>FW PROJECT</b><br><b>N.726004</b>   |             | <b>WFMT PROJECT:</b><br><b>S.2734063</b>   |  | <b>COMMUNITY NAME</b><br>NAME: KETCHUM<br>CITY: KETCHUM   |  | <b>ENGINEERING CONTACT</b><br>NAME: TENILLE SORENSON<br>PHONE: 208-733-0278 |      | <b>CONTRACT ENGINEER</b><br>NAME: K HADLEY<br>COMPANY: MTN LTD |   | <b>CONSTRUCTION COORDINATOR</b><br>NAME: JEFF DUNN<br>PHONE: 208-733-0906 |   | <b>SPlicing COORDINATOR</b><br>NAME: RICK PERKINS<br>PHONE: 208-733-0906 |   | <b>ISSUE:</b> 1<br><b>WC CLLI:</b> KTCHIDMA<br><b>SECTION:</b> 18<br><b>TOWNSHIP:</b> 4N<br><b>RANGE:</b> 18E |                       | EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.<br><b>DESC: MOE - FINN IPC - 711 WASHINGTON AVE</b><br><b>EXCH KEY: 208-726</b><br><b>REM KEY: 3324</b><br><b>SCALE: NTS</b><br><b>DATE: 4/23/2020</b> |  |
| <b>SHEET: 3 OF 3</b>   |             |  |  |   |  |   |      |  |   |   |   |  |   |   |                       |  |  |

**WHEN RECORDED, PLEASE RETURN TO:**

**OFFICE OF THE CITY CLERK  
CITY OF KETCHUM  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340**

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**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20485**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2020, by and between \_\_\_\_\_, representing CenturyLink, (collectively referred to as "Owner"), whose address is 216 S Park Ave. W, Twin Falls, ID 83301 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

*RECITALS*

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way on Warm Springs Road and 8<sup>th</sup> St. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit "A" within the public right-of-way of Warm Springs Road and 8<sup>th</sup> St., until notified by Ketchum to remove the same.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed



under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

STATE OF \_\_\_\_\_, )  
County of \_\_\_\_\_, ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF IDAHO )  
County of Blaine ) ss.

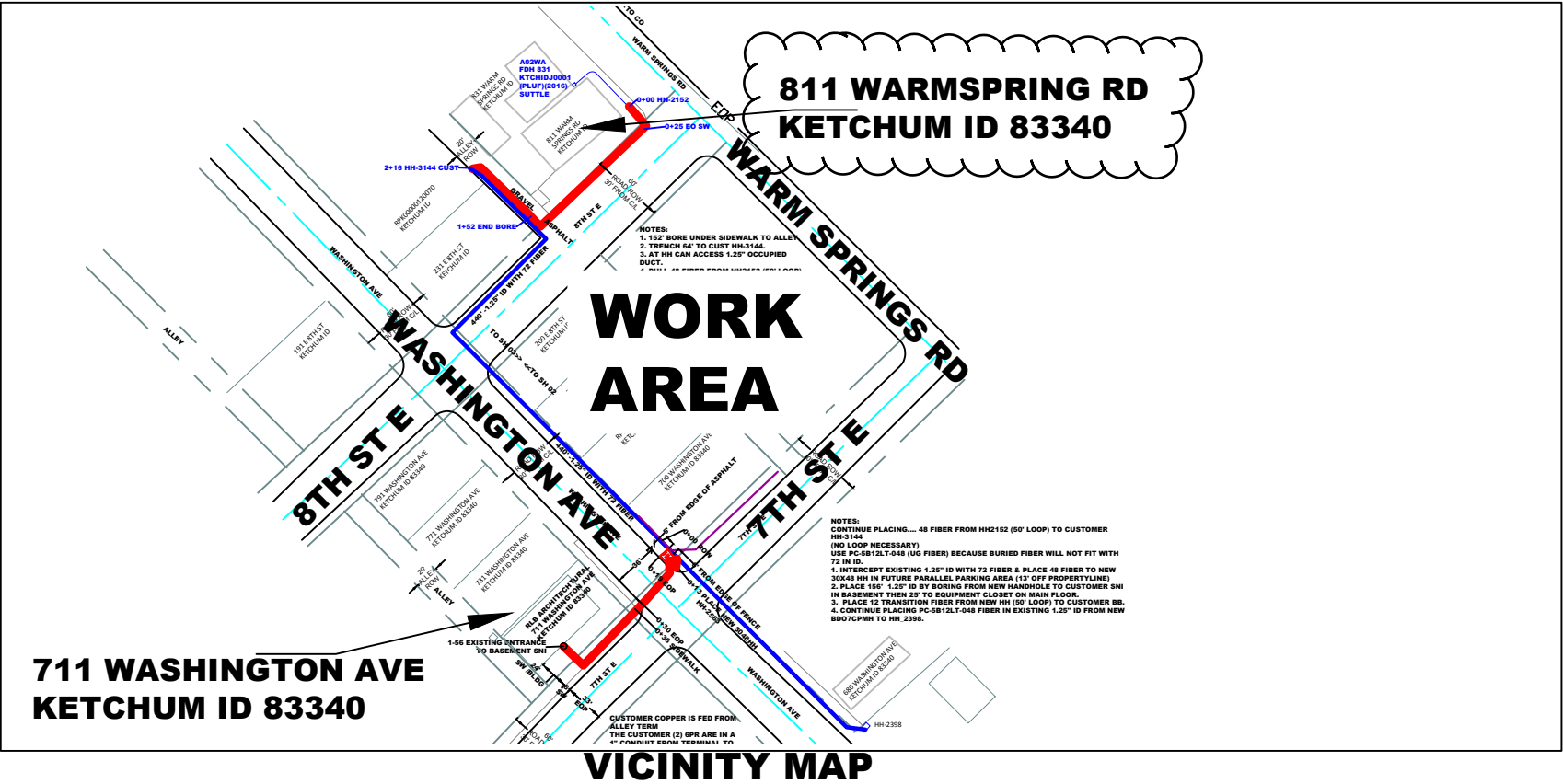
On this \_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

**EXHIBIT "A"**

| LEGEND SHEET                 |  | SYMBOLOLOGY                      |  |
|------------------------------|--|----------------------------------|--|
| CENTERLINES                  |  | BRASS CAP                        |  |
| MONUMENT LINE                |  | STREET SIGN                      |  |
| PROPERTY LINE                |  | TREE                             |  |
| RIGHT OF WAY                 |  | BUSH                             |  |
| PUE                          |  | CACTUS                           |  |
| MATCHLINE                    |  | UTILITY CABINET                  |  |
| RAILROAD                     |  | POWER POLE                       |  |
| CATV LINE                    |  | WOOD POWER POLE                  |  |
| ELECTRIC                     |  | PROPOSED ANCHOR                  |  |
| OVERHEAD ELECTRIC            |  | TRAFFIC LIGHT POLE               |  |
| OVERHEAD T & E               |  | STREET LIGHT                     |  |
| GAS                          |  | STEEL POWER POLE                 |  |
| PETROLEUM                    |  | WOOD TRANSMISSION POLE           |  |
| IRRIGATION                   |  | STEEL TRANSMISSION POLE          |  |
| RWCD IRRIGATION PIPE         |  | JUNCTION BOX                     |  |
| SEWER                        |  | UTILITY VAULT/HAND HOLE          |  |
| STORM DRAIN                  |  | GROUND TRANSFORMER               |  |
| TELEPHONE                    |  | CATV POWER SUPPLY                |  |
| JOINT TRENCH TELCO/ELEC      |  | CATV PEDESTAL                    |  |
| AERIAL UTILITY (FIBER OPTIC) |  | TELCO PEDESTAL                   |  |
| BURIED UTILITY (FIBER OPTIC) |  | POWER PED EXISTING               |  |
| ABN TELCO                    |  | POWER PED NEW                    |  |
| WATER                        |  | WATER METER                      |  |
| RECLAIMED WATER              |  | WATER VALVE                      |  |
| FENCE                        |  | FIRE HYDRANT                     |  |
| WALL                         |  | BACK FLOW PREVENTER              |  |
| CITY LIMITS                  |  | PROPOSED RISER                   |  |
| TRAFFIC SIGNAL               |  | PROPOSED DG TO FOREIGN ANCHOR    |  |
| STREET LIGHT                 |  | TRENCH FTG                       |  |
| BORE                         |  | ASPHALT CUT FTG                  |  |
| ASPHALT CUT & RESTORE        |  | CATCH BASIN                      |  |
| TRENCH                       |  | CULVERT                          |  |
| PROPOSED TELEPHONE           |  | IRRIGATION CONTROL VALVE         |  |
|                              |  | IRRIGATION MANHOLE               |  |
|                              |  | WATER MANHOLE                    |  |
|                              |  | SEWER MANHOLE                    |  |
|                              |  | STORM DRAIN MANHOLE              |  |
|                              |  | GAS MANHOLE                      |  |
|                              |  | TELCO MANHOLE                    |  |
|                              |  | CATV MANHOLE                     |  |
|                              |  | GAS VALVE                        |  |
|                              |  | GAS METER                        |  |
|                              |  | ELECTRIC METER                   |  |
|                              |  | ELECTRIC VAULT/PULLBOX           |  |
|                              |  | TEL MANHOLE EXISTING             |  |
|                              |  | TEL MANHOLE NEW                  |  |
|                              |  | TELCO HANDHOLE EXISTING          |  |
|                              |  | TELCO HANDHOLE NEW               |  |
|                              |  | 4"x4" BOREPIT                    |  |
|                              |  | SAI EXISTING                     |  |
|                              |  | SAI NEW                          |  |
|                              |  | RT EXISTING                      |  |
|                              |  | RT NEW                           |  |
|                              |  | TELCO REPEATER NEW               |  |
|                              |  | TELCO REPEATER EXISTING          |  |
|                              |  | COOLPED NEW                      |  |
|                              |  | COOLPED EXISTING                 |  |
|                              |  | PROPOSED AERIAL FIBER SLACK LOOP |  |
|                              |  | BORE FTG                         |  |
|                              |  | SLACK LOOP FTG                   |  |



**CONSTRUCTION NOTES:**

- UTILITY LOCATE 72 HOURS PRIOR TO TRENCHING OR DIGGING
- THE EXISTENCE AND LOCATION ON ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PRINTS WERE OBTAINED BY FIELD INSPECTION AND/OR A SEARCH OF AVAILABLE COUNTY RECORDS. THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE DIFFERENT THAN SHOW. CONTRACTOR IS REQUIRE TO VERIFY PRIOR TO EXCAVATION.
- FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK ARE PROTECTION AS REQUIRED, AND USE ALL SAFETY PROJECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
- ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
  - PROVIDE ALL PITS WITH 1'x1' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
  - EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR FROM EDGE OF PIT OR TRENCH.
  - BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
  - FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
- TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS AND CLOUDS. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).
- ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
- NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
- ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
- BOND BURIED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
- AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
- ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
- EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
- THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.

**RIGHT OF WAY NOTES:**

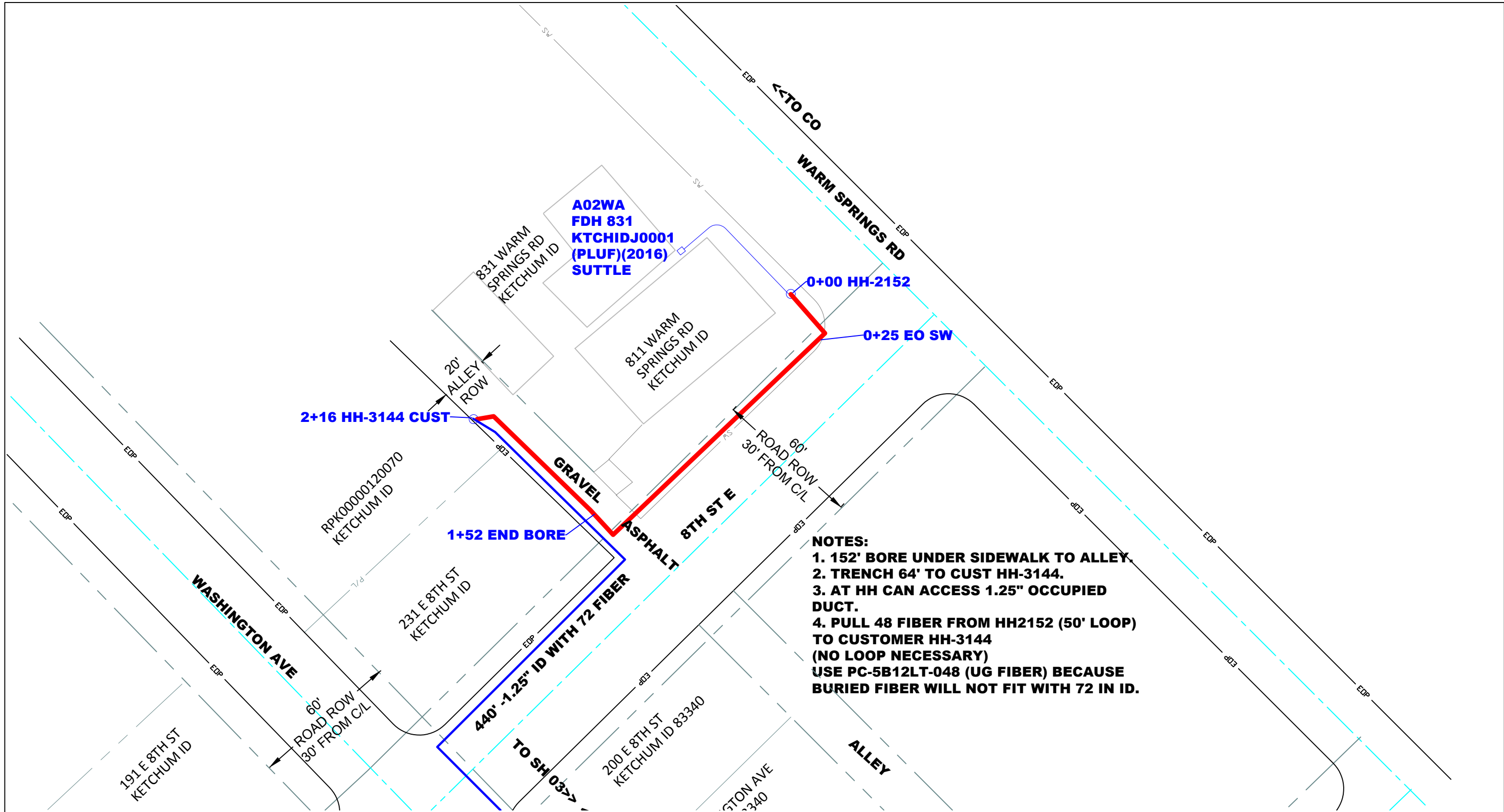
RIGHT OF WAY LINES DEPICTED HAVE BEEN RESEARCHED USING SOME OR ALL OF THE FOLLOWING RESOURCES/METHODS:  
 REFERRING TO RECORDED SURVEYS AND COUNTY PARCEL MAP, SEARCHING FOR PROPERTY CORNER PINS, SEARCHING FOR CENTERLINE MONUMENTS, AND GEOGRAPHICAL OBSERVATION (FENCES, UTILITY LOCATIONS, CHANGES IN LANDSCAPING, ETC.)  
 DISCLAIMER: ABSOLUTE RIGHT OF WAY LINES LOCATION MUST BE OBTAINED VIA PROFESSIONAL LAND SURVEY (WHEN NECESSARY).

**AERIAL CONSTRUCTION NOTES:**

- MAINTAIN 40" BELOW LOWEST POWER ATTACHMENTS (TYPICALLY NEUTRAL).
- MAINTAIN 30" BELOW NEUTRAL AT MID SPAN.
- CANNOT USE POWER ANCHORS ON ANY CORNER POLE WITH OVER 6' OF ANGLE.
- MAINTAIN 15'-6" MID-SPAN CLEARANCE TO GRADE/ROAD MINIMUM.
- SIX FOOT SPACING (MINIMUM) BETWEEN PROPOSED CTL ANCHOR AND EXISTING POWER ANCHORS.

**KETCHUM PERMIT REQUIRED**

| <b>GEO: 360231</b><br><b>TAX: 06000</b><br><b>CLLI: KTCHIDEA</b><br><b>BLAINE COUNTY</b> |             | <b>SCOPE OF WORK: FIBER ENTRANCE</b><br><b>RLB ARCHITECTURAL</b><br><b>ADDRESS: 711 WASHINGTON AVE,</b><br><b>KETCHUM ID 83340</b> |  | <b>REVISIONS</b><br><table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0</td> </tr> <tr> <td>#</td> <td>\$</td> </tr> <tr> <td>%</td> <td>~</td> </tr> </tbody> </table> |  | DATE  | DESCRIPTION | 1  | 0 | #   | \$ | %  | ~ | <b>ECD: 7/31/2020</b>   |  |  |  |
|--|-------------|--|--|---|--|---|-------------|--|---|---|----|--|---|---|--|--|--|
| DATE   | DESCRIPTION |  |  |   |  |   |             |  |   |   |    |  |   |   |  |  |  |
| 1  | 0           |  |  |   |  |   |             |  |   |   |    |  |   |   |  |  |  |
| #  | \$          |  |  |   |  |   |             |  |   |   |    |  |   |   |  |  |  |
| %  | ~           |  |  |   |  |   |             |  |   |   |    |  |   |   |  |  |  |
| <b>FW PROJECT</b><br><b>N.726004</b>   |             | <b>WFMT PROJECT:</b><br><b>S.2734063</b>   |  | <b>COMMUNITY NAME</b><br>NAME: KETCHUM<br>CITY: KETCHUM   |  | <b>ENGINEERING CONTACT</b><br>NAME: TENILLE SORENSON<br>PHONE: 208-733-0278 |             | <b>CONTRACT ENGINEER</b><br>NAME: K HADLEY<br>COMPANY: MTN LTD |   | <b>CONSTRUCTION COORDINATOR</b><br>NAME: JEFF DUNN<br>PHONE: 208-736-0906 |    | <b>SPlicing COORDINATOR</b><br>NAME: RICK PERKINS<br>PHONE: 208-736-0906 |   | <b>ISSUE:</b> 1<br><b>WC CLLI:</b> KTCHIDMA<br><b>SECTION:</b> 18<br><b>TOWNSHIP:</b> 4N<br><b>RANGE:</b> 18E |  | EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.<br><b>DESC: MOE - FINN IPC - 711 WASHINGTON AVE</b><br><b>EXCH KEY: 208-726</b><br><b>REM KEY: 3324</b><br><b>SCALE: NTS</b><br><b>DATE: 4/23/20</b> |  |
| <b>SHEET: 1 OF 3</b>   |             |  |  |   |  |   |             |  |   |   |    |  |   |   |  |  |  |



- NOTES:**
- 152' BORE UNDER SIDEWALK TO ALLEY.
  - TRENCH 64' TO CUST HH-3144.
  - AT HH CAN ACCESS 1.25" OCCUPIED DUCT.
  - PULL 48 FIBER FROM HH2152 (50' LOOP) TO CUSTOMER HH-3144 (NO LOOP NECESSARY) USE PC-5B12LT-048 (UG FIBER) BECAUSE BURIED FIBER WILL NOT FIT WITH 72 IN ID.

| <b>GEO: 360231</b><br><b>TAX: 06000</b><br><b>CLLI: KTCHIDEA</b><br><b>BLAINE COUNTY</b> |                  | <b>SCOPE OF WORK: FIBER ENTRANCE</b><br><b>RLB ARCHITECTURAL</b><br><b>ADDRESS: 711 WASHINGTON AVE,</b><br><b>KETCHUM ID 83340</b> |   | <b>REVISIONS</b><br><table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0</td> </tr> <tr> <td>#</td> <td>\$</td> </tr> <tr> <td>%</td> <td>~</td> </tr> </tbody> </table> |  | DATE                                      | DESCRIPTION                | 1   | 0                                | # | \$ | % | ~ | <b>ECD: 7/31/2020</b> |  | <small>EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.</small> |  |
|--|------------------|--|---|---|--|---|----------------------------|---|----------------------------------|---|----|---|---|-----------------------|--|--|--|
| DATE   | DESCRIPTION      |  |   |   |  |   |                            |   |                                  |   |    |   |   |                       |  |  |  |
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| FW PROJECT   | WFMT PROJECT:    | COMMUNITY NAME   | ENGINEERING CONTACT                           | CONTRACT ENGINEER   | CONSTRUCTION COORDINATOR               | SPlicing COORDINATOR                      | SECTION:                   | DESC: MOE - FINN IPC - 711 WASHINGTON AVE |                                  |   |    |   |   |                       |  |  |  |
| <b>N.726004</b>  | <b>S.2734063</b> | NAME: KETCHUM<br>CITY: KETCHUM   | NAME: TENILLE SORENSON<br>PHONE: 208-733-0278 | NAME: K HADLEY<br>COMPANY: MTN LTD  | NAME: JEFF DUNN<br>PHONE: 208-733-0906 | NAME: RICK PERKINS<br>PHONE: 208-733-0906 | TOWNSHIP: 4N<br>RANGE: 18E | EXCH KEY: 208-726<br>SCALE: NTS           | REM KEY: 3324<br>DATE: 4/23/2020 |   |    |   |   |                       |  |  |  |
|  |                  |  |   |   |  |   |                            |   | <b>SHEET: 2 OF 3</b>             |   |    |   |   |                       |  |  |  |