

(space reserved for recording)

## TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT (the "Easement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Meridian, an Idaho Municipal Corporation, hereinafter referred to as "GRANTOR," and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, hereinafter referred to as "ACHD."

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

### SECTION 1. Recitals.

1.1 GRANTOR owns the real property located in Ada County, Idaho more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter "Servient Estate").

1.2 ACHD has jurisdiction over the public highways, including sidewalks, and public rights-of-way which adjoin and are adjacent to the Servient Estate (hereinafter the "Dominant Estate").

1.3 ACHD desires to obtain a temporary easement on, over and across the Servient Estate for the purposes hereinafter described, and, for the consideration and on the terms and conditions hereinafter set forth, GRANTOR is willing to grant such temporary easement to ACHD.

### SECTION 2. Grant of Temporary Easement and Authorized Uses.

GRANTOR hereby grants to ACHD a temporary exclusive easement over and across the Servient Estate for use by the public, including motorists, pedestrians and bicyclists, and the following uses and purposes:

- (a) placement of a Public Rights-of-Way as (as defined in Idaho Code, section 40-117);

(b) construction, reconstruction, operation, maintenance and placement of a Highway (as defined in Idaho Code, section 40-109) and any other facilities or structures incidental to the preservation or improvement of the Highway;

(c) statutory rights of ACHD, utilities and irrigation districts to use the Highway and/or Public Right-of-Way.

### SECTION 3. Term.

This Easement shall be for a term commencing on the date of the GRANTOR's execution of this Indenture and terminating on the relocation the Highway and any other facilities or structures incidental to the preservation or improvement of the Highway from the Servient Estate. On the expiration of the term of this Easement, the rights and privileges granted to ACHD hereunder shall cease and terminate, and this Easement shall be null and void and of no further force and effect, and ACHD shall execute and record a Release of the Easement in the Official Real Property Records of Ada County, Idaho.

### SECTION 4. Covenants Run with the Land.

During the term, the covenants shall run with the land. The Easement and the covenants and agreements made herein shall inure to the benefit of and be binding upon, ACHD and GRANTOR, and Grantor's successors and assigns to the Servient Estate.

### SECTION 5. Appurtenant.

The Easement herein granted is appurtenant to the Dominant Estate and a burden on the Servient Estate.

### SECTION 6. Maintenance.

Upon acceptance of the Highway, ACHD shall maintain the physical integrity of this Easement in good condition and repair and as required to satisfy all requirements of applicable laws, the policies of ACHD and sound engineering practices. The repair and maintenance of the physical integrity of the Easement shall be at the sole cost and expense of ACHD; provided if the damage to the physical integrity of the Easement is as a result of the activities of GRANTOR, GRANTOR'S guests, invitees, contractors or agents, the repair shall be at the sole cost and expense of GRANTOR. This Section shall not release GRANTOR'S obligation to provide routine maintenance required under any applicable state or local law, ordinance or regulation as to the pedestrian facilities that may be placed on the Servient Estate.

SECTION 7. Restoration on Expiration of Term.

On the expiration of the terms of this Easement, the Servient Estate may be restored by GRANTOR at its sole cost and expense, to at least as good a condition as existing on the date of this Indenture.

SECTION 8. Binding Effect.

This Easement, and the covenant and agreements herein contained, shall, during the entire term hereof, be binding upon and inure to the benefit of (i) ACHD and GRANTOR, respectively, and their successors and assigns, and their respective interests in the Dominant and Servient Estates.

SECTION 9. Indemnification.

ACHD shall, subject to the limitations hereinafter set forth, indemnify, save harmless and defend regardless of outcome GRANTOR from expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by the ACHD or the ACHD's officers, agents and employees while acting within the course and scope of their employment, which arise from or which are in any way out of ACHD's construction, use and maintenance on the Servient Estate. Any such indemnification hereunder by the ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by the ACHD shall in no event cause the liability of the ACHD for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of GRANTOR.

SECTION 10. Recordation.

This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

TO HAVE AND TO HOLD this Easement unto the ACHD until the expiration of the term hereof.

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate; and, GRANTOR warrants to ACHD that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD.

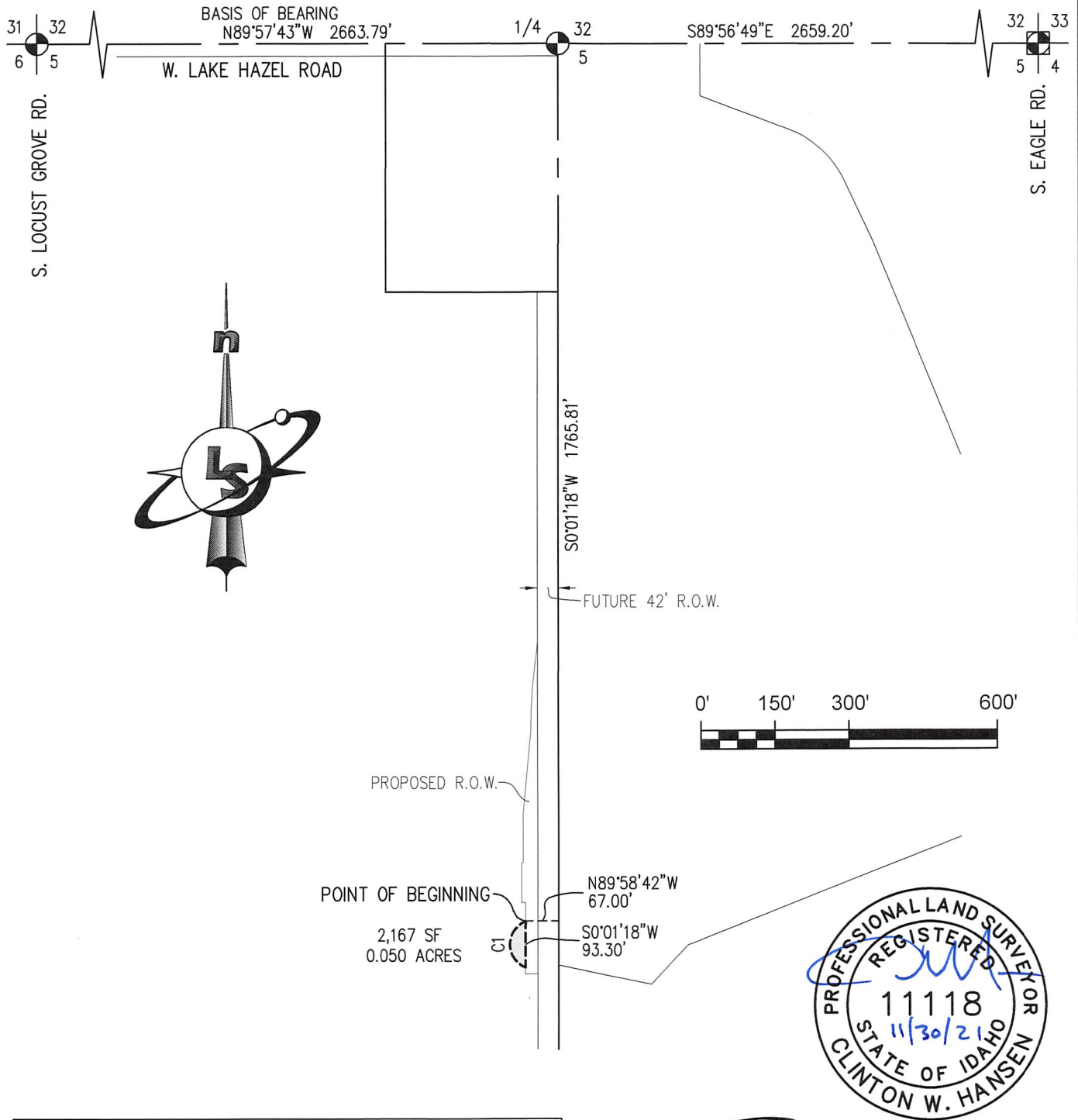
IN WITNESS WHEREOF, the undersigned has caused this Easement to be executed the day, month and year first set forth above.



# DISCOVERY PARK SITE

## ADA COUNTY HIGHWAY DISTRICT TEMPORARY EASEMENT

LOCATED IN THE E 1/2 OF THE NW 1/4 OF SECTION 5, T.2N., R.1E., B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	120.25'	50.00'	137°26'12"	N0°01'18"E	93.30'

LandSolutions

Land Surveying and Consulting

231 E. 5TH ST., STE. A  
 MERIDIAN, ID 83642  
 (208) 288-2040 (208) 288-2557 fax  
 www.landsolutions.biz

**Legal Description**  
**Discovery Park Site**  
**Ada County Highway District Temporary Easement**

An easement being located in the SE ¼ of the NW ¼ of Section 5, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the northeast corner of the NW ¼ (N ¼ corner) of said Section 5, from which a Brass Cap monument marking the northwest corner of said Section 5 bears N 89°57'43" W a distance of 2663.79 feet;

Thence S 0°01'18" W along the east boundary of said NW ¼ a distance of 1765.81 feet to a point;

Thence leaving said boundary N 89°58'42" W a distance of 67.00 feet to **POINT OF BEGINNING**;

Thence S 0°01'18" W a distance of 93.30 feet to a point on a curve;

Thence a distance of 120.25 feet along the arc of a 50.00 foot radius non-tangent curve right, said curve having a central angle of 137°47'59" and a long chord bearing N 0°01'18" E a distance of 93.30 feet to the **POINT OF BEGINNING**.

Said easement contains 2,167 square feet (0.050 acres) more or less and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
November 30, 2021

