

PERMANENT EASEMENT

THIS PERMANENT EASEMENT (the "Easement"), is made and entered into this ____ day of _____, 202__, by and between the 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 an 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 easement to ACHD.

SECTION 2. Grant of Easement and Authorized Uses.

GRANTOR hereby grants to ACHD a permanent 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. Permanent Easement; Covenants Run with the Land.

This is a permanent easement. This Easement, and the covenants shall be a burden upon the Servient Estate and 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 4. Appurtenant.

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

SECTION 5. 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 6. 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 7. 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 forever.

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 have caused this Easement to be executed the day, month and year first set forth above.

GRANTOR

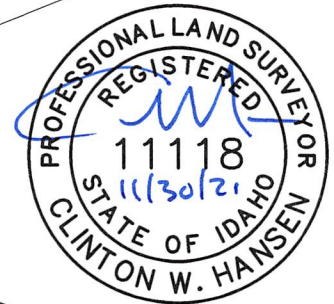
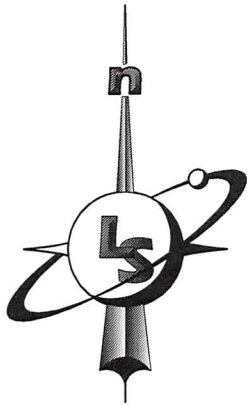
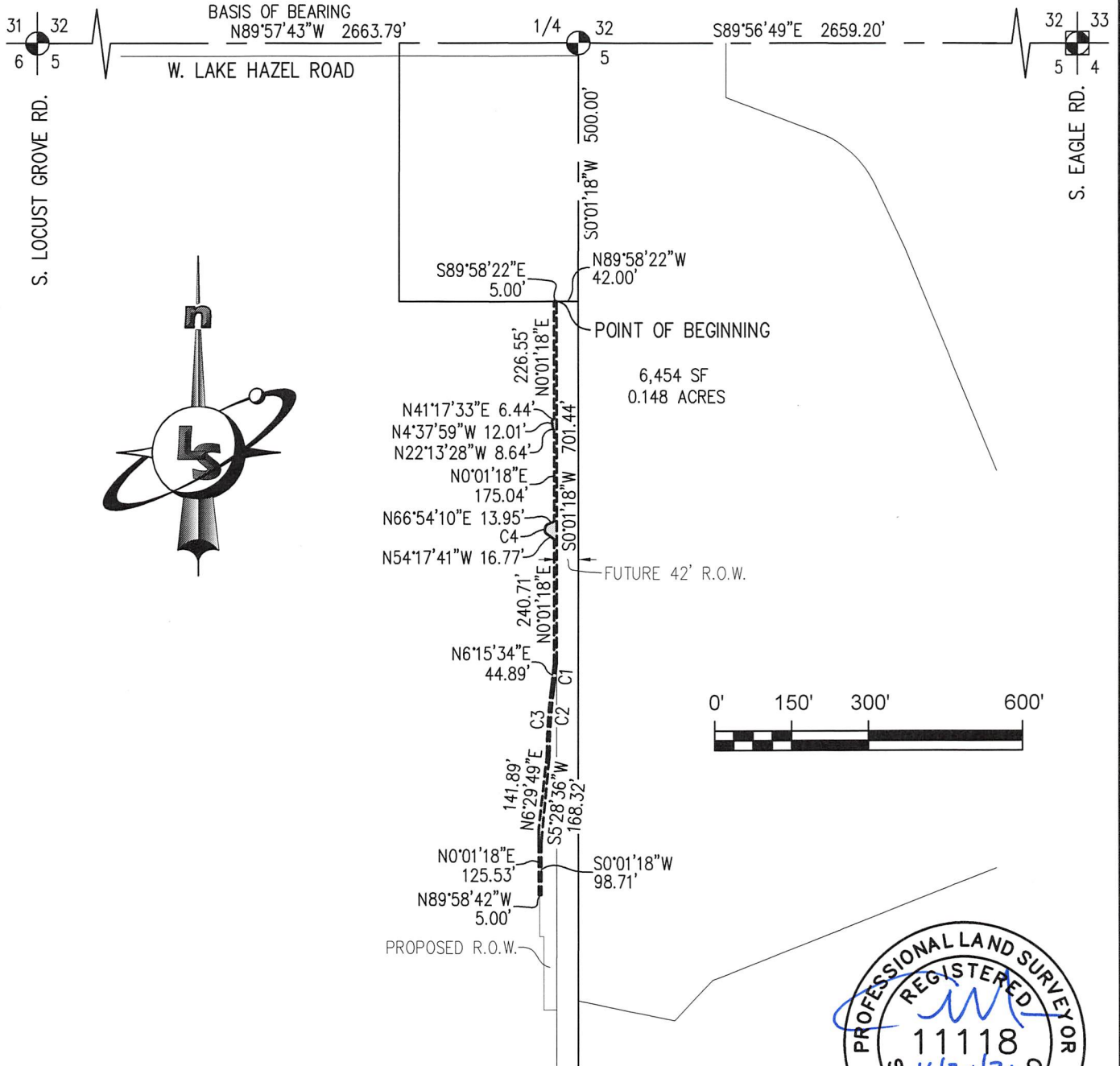
Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

Notary acknowledgment on following page

DISCOVERY PARK SITE

ADA COUNTY HIGHWAY DISTRICT PERMANENT 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



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 Permanent Easement

An easement being located in the E ½ 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 500.00 feet to a point;

Thence leaving said boundary N 89°58'22" W a distance of 42.00 feet to **POINT OF BEGINNING**;

Thence S 0°01'18" W a distance of 701.44 feet to a point on a curve;

Thence a distance of 45.22 feet along the arc of a 961.50 foot radius curve right, said curve having a central angle of 2°41'41" and a long chord bearing S 6°15'34" W a distance of 45.22 feet to a point of reverse curvature;

Thence a distance of 135.80 feet along the arc of a 1038.50 foot radius curve left, said curve having a central angle of 7°29'32" and a long chord bearing S 3°51'38" W a distance of 135.70 feet to a point;

Thence S 5°28'36" W a distance of 168.32 feet to a point;

Thence S 0°01'18" W a distance of 98.71 feet to a point;

Thence N 89°58'42" W a distance of 5.00 feet to a point;

Thence N 0°01'18" E a distance of 125.53 feet to a point;

Thence N 6°29'49" E a distance of 141.89 feet to a point on a curve;

Thence a distance of 136.16 feet along the arc of a 1043.50 foot radius non-tangent curve right, said curve having a central angle of 7°28'34" and a long chord bearing N 3°51'55" E a distance of 136.06 feet to a point of tangency;

Thence N 6°15'34" E a distance of 44.89 feet to a point;

Thence N 0°01'18" E a distance of 240.71 feet to a point;

Thence N 54°17'41" W a distance of 16.77 feet to a point of curvature;

Thence a distance of 22.30 feet along the arc of an 11.27 foot radius curve right, said curve having a central angle of 113°26'12" and a long chord bearing N 2°25'25" E a distance of 18.84 feet to a point of tangency;

Thence N 66°54'10" E a distance of 13.95 feet to a point;

Thence N 0°01'18" E a distance of 175.04 feet to a point;

Thence N 22°13'28" W a distance of 8.64 feet to a point;

Thence N 4°37'59" W a distance of 12.01 feet to a point;

Thence N 41°17'33" E a distance of 6.44 feet to a point;

Thence N 0°01'18" E a distance of 226.55 feet to a point;

Thence S 89°58'22" E a distance of 5.00 feet to the **POINT OF BEGINNING**.

Said easement contains 6,454 square feet (0.148 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

