
(space reserved for recording)

PERMANENT EASEMENT

THIS PERMANENT EASEMENT (the "Easement"), is made and entered into this ____ day of _____, 2025, by and between the City of Meridian, a 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: City of Meridian

By: Robert Simison
Its: Mayor

ATTEST:

By:
Its:

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on _____, 2025 by Robert Simison; Mayor of the City of Meridian

Signature of notary public

My commission expires: _____

EXHIBIT LIST

Exhibit "A". Legal description of Servient Estate.

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

EXHIBIT A

Legal Description

Ada County Highway District Permanent Easement Lot 11 in Block 25 of Cedar Springs Subdivision No. 3

An easement being over a portion of Lot 11, Block 25 of Cedar Springs Subdivision No. 3 as shown in Book 88 of Plats on Pages 10198 through 10201, records of Ada County, Idaho, being located in the SE ¼ of Section 36, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

EASEMENT

Being 12.00 feet in width, right of and adjacent to the following described easement line:

Commencing at Brass Cap monument marking the southwest corner of the SE ¼ (South ¼ corner) of said Section 36, from which a Brass Cap monument marking the southeast corner of said SE ¼ bears S 89°19'39" W a distance of 2662.39 feet;

Thence along the westerly boundary of said SE ¼ N 0°27'43" E a distance of 532.97 feet to a point;

Thence leaving said westerly boundary S 89°32'17" E a distance of 29.00 feet to a point along the easterly right-of-way of Venable Avenue and the **BEGINNING POINT** of said easement line;

Thence N 0°27'43" E a distance of 824.46 feet to the **ENDING POINT** of said easement line.

Said easement contains 9,893 square feet (0.227 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
October 30, 2025



LOCATED IN THE SE 1/4 OF SECTION 36, T.4N., R.1W., B.M., MERIDIAN, ADA COUNTY, IDAHO

