

Project Name: Locust Grove Road, Victory Rd to Overland Road.
Project No: 519034.001
Name: City of Meridian
R/W Parcel No: 25
T3N, R1E, Sec 20
APN: R5330140020

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this _____ day of _____, 20__, **CITY OF MERIDIAN, an Idaho municipal corporation**, hereinafter "GRANTOR", and **ADA COUNTY HIGHWAY DISTRICT**, a body politic and corporate of the State of Idaho, hereinafter "ACHD";

W I T N E S S E T H:

FOR VALUE RECEIVED, and for the term and uses and on the terms and conditions hereinafter set forth, GRANTOR does hereby grant to ACHD an easement (the "Easement") under, over, through and across that certain real property owned by GRANTOR situated in the COUNTY OF ADA, STATE OF IDAHO more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Servient Estate").

This grant is made on the following terms:

1. Authorized Uses By ACHD. ACHD's use of the Easement granted herein shall be in connection with the construction and improvement of a highway on adjoining and abutting property owned by ACHD municipally known as Locust Grove Road and Time Zone Road, (the "Dominant Estate"), for access and egress for equipment and vehicles, for construction, excavation, storage of earth and other materials thereon, for surveying, and for all other reasonable uses that are necessary, advisable or convenient to ACHD in connection with such highway construction and improvement project, and for ingress and egress to and from the Dominant Estate.
2. Use by Others Under ACHD. ACHD's right to so use the Servient Estate during the term of the Easement shall extend to use by ACHD's Commissioners, employees, contractors and agents.
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 completion of the highway construction and improvement project on the Dominant 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.
4. Indemnification. ACHD hereby agrees to indemnify and hold GRANTOR harmless from and against any and all claims for loss, injury, death and damage caused by or arising out of the use of the Servient Estate by ACHD, its Commissioners, employees, contractors and agents, hereunder, and including, without limitation, attorneys fees and costs that might be incurred by GRANTOR in defending any such claims.
5. Restoration on Expiration of Term. As provided on Exhibit "A" hereto, on the expiration of the term of this Easement the Servient Estate shall be restored by ACHD, at its sole cost and expense, to at least as good a condition as existing on the date of this Indenture.

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6. Binding Effect. This Easement, and the covenants 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 (ii) their respective interests in the Dominant and Servient Estates.

7. Appurtenant. The Easement herein granted is appurtenant to the Dominant Estate.

TO HAVE AND TO HOLD this Easement unto the ACHD for the term hereinabove set forth.

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and, GRANTOR warrants to the 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, this Temporary Construction Easement has been duly executed by the parties, the day, month and year herein first above written.

CITY OF MERIDIAN, an Idaho municipal corporation:

Robert Simison
Mayor

Chris Johnson
City Clerk

ADA COUNTY HIGHWAY DISTRICT:

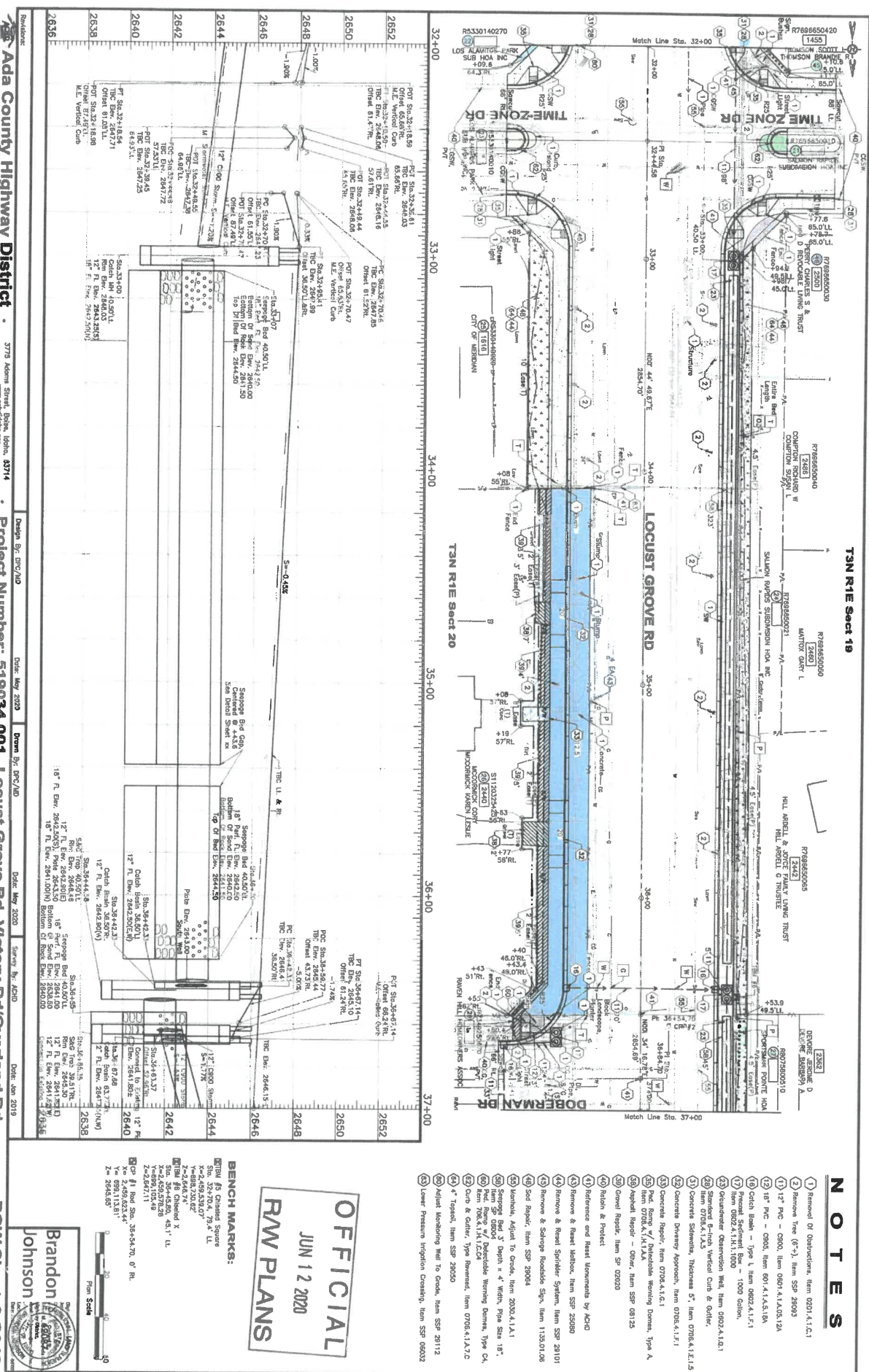
David Serdar
Right-of-Way Supervisor

Cindy Schechter
Right-of-Way Review Appraiser/Agent

NO ACKNOWLEDGEMENT NEEDED. THIS EASEMENT IS NOT TO BE RECORDED

8-25

Exhibit A



NOTES

1. Removal of Obstruction, Item 0201.1.C.1
2. Remove Tree (T-1), Item SSP 20003
3. 12" PVC - 6000, Item 0601.1.A.3.2A
4. 12" PVC - 6000, Item 601.1.A.3.1B
5. 12" PVC - 6000, Item 601.1.A.3.1C
6. 12" PVC - 6000, Item 601.1.A.3.1D
7. 12" PVC - 6000, Item 601.1.A.3.1E
8. 12" PVC - 6000, Item 601.1.A.3.1F
9. 12" PVC - 6000, Item 601.1.A.3.1G
10. 12" PVC - 6000, Item 601.1.A.3.1H
11. 12" PVC - 6000, Item 601.1.A.3.1I
12. 12" PVC - 6000, Item 601.1.A.3.1J
13. 12" PVC - 6000, Item 601.1.A.3.1K
14. 12" PVC - 6000, Item 601.1.A.3.1L
15. 12" PVC - 6000, Item 601.1.A.3.1M
16. 12" PVC - 6000, Item 601.1.A.3.1N
17. 12" PVC - 6000, Item 601.1.A.3.1O
18. 12" PVC - 6000, Item 601.1.A.3.1P
19. 12" PVC - 6000, Item 601.1.A.3.1Q
20. 12" PVC - 6000, Item 601.1.A.3.1R

OFFICIAL
JUN 12 2020
RW PLANS

BENCH MARKS:

- 1. 12" PVC - 6000, Item 0201.1.C.1
- 2. 12" PVC - 6000, Item 0201.1.C.2
- 3. 12" PVC - 6000, Item 0201.1.C.3
- 4. 12" PVC - 6000, Item 0201.1.C.4
- 5. 12" PVC - 6000, Item 0201.1.C.5
- 6. 12" PVC - 6000, Item 0201.1.C.6
- 7. 12" PVC - 6000, Item 0201.1.C.7
- 8. 12" PVC - 6000, Item 0201.1.C.8
- 9. 12" PVC - 6000, Item 0201.1.C.9
- 10. 12" PVC - 6000, Item 0201.1.C.10
- 11. 12" PVC - 6000, Item 0201.1.C.11
- 12. 12" PVC - 6000, Item 0201.1.C.12
- 13. 12" PVC - 6000, Item 0201.1.C.13
- 14. 12" PVC - 6000, Item 0201.1.C.14
- 15. 12" PVC - 6000, Item 0201.1.C.15
- 16. 12" PVC - 6000, Item 0201.1.C.16
- 17. 12" PVC - 6000, Item 0201.1.C.17
- 18. 12" PVC - 6000, Item 0201.1.C.18
- 19. 12" PVC - 6000, Item 0201.1.C.19
- 20. 12" PVC - 6000, Item 0201.1.C.20

Brandon Johnson