

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City Clerk
City of Meridian
33 E. Broadway Avenue
Meridian, ID 83642

TEMPORARY EASEMENT FOR CONSTRUCTION OF PATHWAY SEGMENT

This TEMPORARY EASEMENT FOR CONSTRUCTION OF PATHWAY SEGMENT (“Temporary Easement”) is entered into this 12 day of May, 2023 (“Effective Date”), by the Ada County Highway District, a highway district organized under the laws of the State of Idaho (“Grantor”) to the City of Meridian, an Idaho municipal corporation (“Grantee”) (together, “Parties”).

WHEREAS, Grantor is the owner of real property at 3764 W. Ustick Road, Meridian, Ada County Parcel no. S0434438600, described in *Exhibit A* hereto (“Property”);

WHEREAS, Grantee is overseeing the construction of a multi-use public pathway running along Fivemile Creek from just east of Ninemile Creek to N. Grand Lake Way (“Pathway”), and a segment of the Pathway traverses the north side of the Property (“Pathway Segment”);

WHEREAS, Grantor is required by its April 19, 2022 Development Agreement with City (recorded in Ada County as Instrument no. 2022-038673) to install the Pathway Segment; and

WHEREAS, Grantee is constructing the Pathway Segment pursuant to a December 6, 2022 Memorandum of Agreement between the Parties, and needs temporary access to and use of the Property for this purpose;

NOW, THEREFORE, in consideration of the benefits to be received by Grantor, and other good and valuable consideration:

- A. Temporary easement granted.** Grantor does hereby convey to Grantee and/or Grantee’s contractor(s) a Temporary Easement over and across the Property for the purpose of constructing the Pathway Segment.
- B. Term.** This Temporary Easement shall expire upon the earlier of the final completion of the Pathway Segment, or September 30, 2024.
- C. Conditions.** Grantee specifically agrees that as conditions of this Temporary Easement, Grantee shall observe each and all of the following conditions:
 1. Grantee shall collect and properly dispose of any and all garbage and/or spills generated by or related to Grantee’s activities under this Temporary Easement.

2. Where Grantee's activities or equipment damage Property, or otherwise require Grantor to incur additional expenses, Grantee shall reimburse Grantor for costs of repair, replacement, or expense.
3. Upon or prior to the conclusion of Grantee's use of the Property for the purpose described herein, Grantee shall restore the Property used to that existent prior to such use.

D. Compliance with laws. Grantee shall be responsible for ensuring that Grantee's use of the Property is in compliance with all applicable laws.

E. Termination.

1. **Grounds.** Grounds for termination of this Temporary Easement shall include, but shall not be limited to: an act or omission by Grantee which breaches any term of this agreement; an act of nature or other unforeseeable event which precludes or makes impossible the performance of the terms of this agreement by either party; a change in or occurrence of circumstances that renders continuance of the use allowed by this Temporary Easement a detriment to the public health, safety, or welfare; or a finding that continued activity under this Temporary Easement is not in the best interest of the public; as determined by either party.
2. **Process.** Either party may terminate this Temporary Easement by providing the other written notice of such termination. Such notice shall be effective immediately upon personal delivery or mailing.

F. No agency. Neither Grantee nor Grantee's employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of Grantor in any manner or for any purpose whatsoever in their use and occupancy of the Property.

G. No warranty. Grantor makes no warranty or promise as to the condition, safety, usefulness, or habitability of the Property; Grantee accepts the Property for use as is, both at the Effective Date of this Agreement and throughout Grantee's use of the Property.

H. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after the governing body of either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.

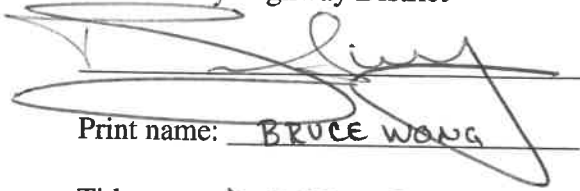
I. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

J. Applicable law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date first written above.

GRANTOR:

Ada County Highway District



Print name: BRUCE WANG

Title: DIRECTOR

STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this 12 day of May, 2023, before the undersigned, a Notary Public in the State of Idaho, this record was acknowledged before me by:

Bruce Wang
on behalf of the Ada County Highway District, in the following representative capacity:
Director

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


Notary Public for Idaho
Residing at Elmore County, Idaho

My Commission Expires: 10/30/2024

Attest:

GRANTEE:

CITY OF MERIDIAN

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss
County of Ada)

On this ___ day of _____, 2023, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

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

Notary Public for Idaho
Residing at _____, Idaho

My Commission Expires: _____



Exhibit A

Project No.: 210495

Ada County Tax ID.: S0434438600

Date: December 27, 2022

Page: 1 of 1

PARCEL No. 3 TEMPORARY EASEMENT

A portion of that parcel of land, located in the SW1/4 of the SE1/4, of Section 34, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Center Section Corner of said Section 34, from which the South One-Quarter Corner of said Section 34, bears S.00°44'04"W., 2636.02 feet; thence, along the west line of the SE1/4 of said Section 34,

- A) S.00°44'04"W., 1373.03 feet to the southerly Ninemile Creek right-of-way, being the **POINT OF BEGINNING**; thence, leaving said west line, along said southerly right-of-way the following three courses:
 - 1) S.89°12'48"E., 530.30 feet, thence,
 - 2) S.56°20'48"E., 282.10 feet; thence,
 - 3) S.00°43'12"W., 69.69 feet; thence, along a line parallel with and 58.49 feet southwesterly of the southerly Ninemile Creek right-of-way,
 - 4) N.56°20'48"W., 259.40 feet to the beginning of a tangent curve; thence, leaving said parallel line,
 - 5) Northwesterly along said curve to the left, having a radius of 200.00 feet, an arc length of 114.73 feet, through a central angle of 32°52'00", of which the long chord bears N.72°46'48"W., 113.16 feet to a point of tangency; thence, along a line parallel and 50.00 feet southerly of the southerly Ninemile Creek right-of-way,
 - 6) N.89°12'48"W., 440.87 feet to the west line of the SE1/4 of said Section 34; thence, along said west line,
 - 7) N.00°44'04"E., 50.00 feet to the **POINT OF BEGINNING**.

The above-described permanent easement **CONTAINS** 43,640 square feet (1.00 acres), more or less.

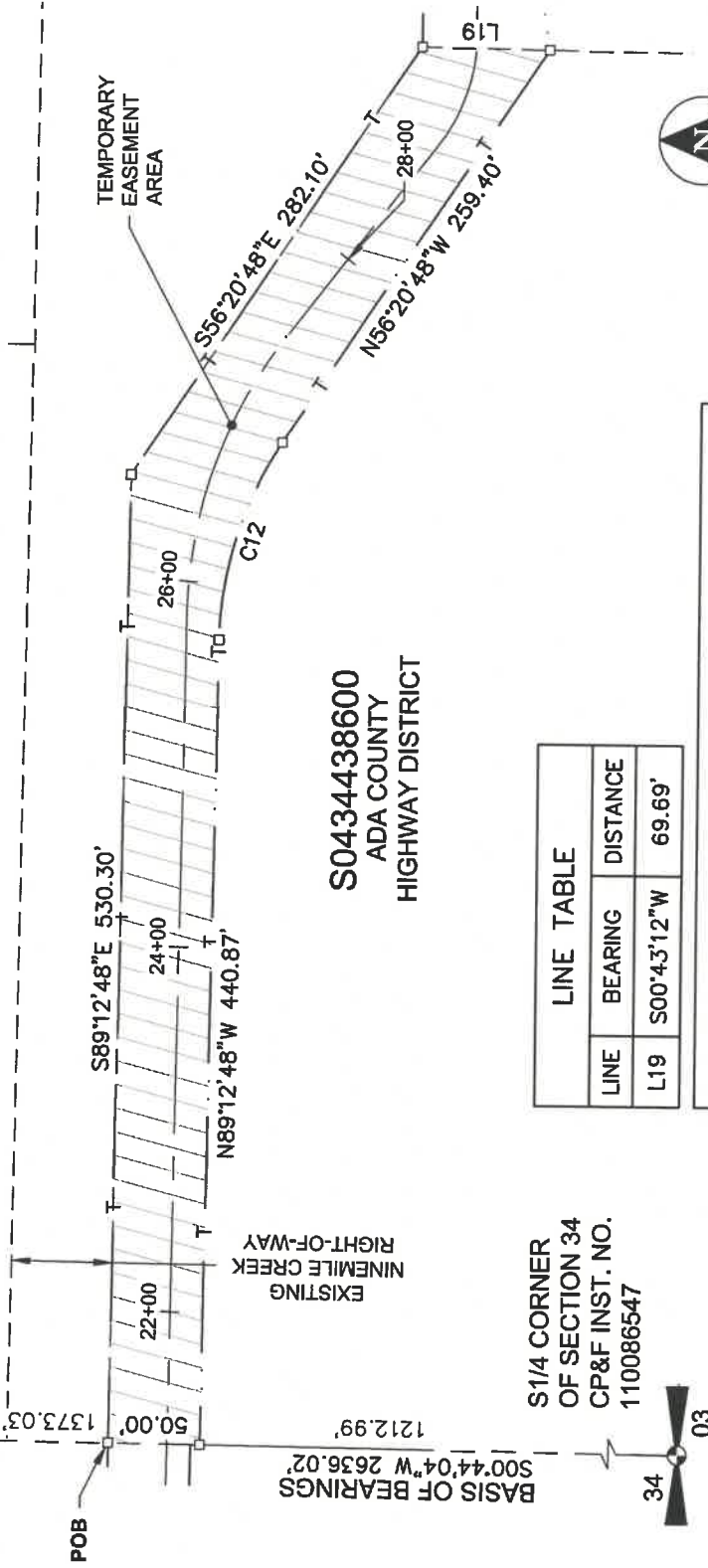


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EXHIBIT SKETCH (B)

C1/4 CORNER OF SECTION 34
 S34
 CP&F INST. NO. 2017-034261

LOCATED IN A PORTION OF THE SW1/4 OF THE SE1/4 SECTION 34,
 TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO
 2022



S0434438600
 ADA COUNTY
 HIGHWAY DISTRICT

S1/4 CORNER
 OF SECTION 34
 CP&F INST. NO.
 110086547

BASIS OF BEARINGS
 S00°44'04\"/>

| LINE TABLE | |
|------------|------------------|
| LINE | BEARING DISTANCE |
| L19 | S00°43'12\"/> |

| CURVE TABLE | | | |
|-------------|---------|---------|--------------|
| CURVE | RADIUS | LENGTH | DELTA |
| C12 | 200.00' | 114.73' | 32°52'00\"/> |



T-O ENGINEERS
 2471 S. TITANIUM PLACE
 MERIDIAN, IDAHO 83642
 PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM



Project No.: 210495
Ada County Tax ID.: S0434438600
Date: April 6, 2023
Page: 1 of 1

**FIVE MILE CREEK PATHWAY ACCESS
TEMPORARY EASEMENT**

A portion of that parcel of land, located in the SW1/4 of the SE1/4, of Section 34, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the South One-Quarter Corner of said Section 34, from which the Center Section Corner of said Section 34, bears N.00°44'04"E., 2636.02 feet; thence, along the west line of the SE1/4 of said Section 34,

- A) N.00°44'04"E., 1125.74 feet; thence, leaving said west line,
- B) S.89°15'56"E., 633.92 feet being the **POINT OF BEGINNING**; thence,

- 1) S.56°20'48"E., 155.00 feet, thence,
- 2) S.00°39'22"W., 100.00 feet, thence,
- 3) N.89°20'38"W., 15.00 feet, thence,
- 4) S.00°39'22"W., 807.90 feet, thence,
- 5) S.33°26'00"E., 133.81 feet to the north right-of-way of Ustick Rd.; thence, along said north right-of-way,
- 6) N.89°07'04"W., 30.00 feet; thence, leaving said north right-of-way,
- 7) N.27°48'07"W., 125.92 feet; thence,
- 8) N.00°39'22"E., 787.90 feet; thence,
- 9) N.44°20'38"W., 28.28 feet; thence,
- 10) N.89°20'38"W., 80.00 feet; thence,
- 11) N.00°39'22"E., 184.41 feet to the **POINT OF BEGINNING**.

The above-described temporary easement **CONTAINS** 33,295 square feet (0.764 acres), more or less.



EXHIBIT SKETCH (D)

LOCATED IN A PORTION OF THE SW1/4 OF THE SE1/4 OF SECTION 34,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO
2023



C1/4 CORNER OF
SECTION 34
CP&F INST. NO.
2017-034261

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S56°20'48"E | 155.00' |
| L2 | S00°39'22"W | 100.00' |
| L3 | N89°20'38"W | 15.00' |
| L4 | S33°26'00"E | 133.81' |
| L5 | N89°07'04"W | 30.00' |
| L6 | N27°48'07"W | 125.92' |
| L7 | N44°20'38"W | 28.28' |
| L8 | N89°20'38"W | 80.00' |
| L9 | N00°39'22"E | 184.41' |

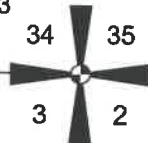
BASIS OF BEARINGS
N00°44'04"E 2636.02'
1125.74'

S0434438600
ADA COUNTY
HIGHWAY DISTRICT

S1/4 CORNER
OF SECTION 34
CP&F INST. NO.
110086547

SECTION CORNER
CP&F INST. NO.
112117163

USTICK RD S89°07'04"E 2640.67'



210495-TE ACCESS_EXHIBITS.dwg

4/6/23

210495



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