

Project Name or Subdivision Name:

For Internal Use Only

Record Number: _____

TEMPORARY CONSTRUCTION EASEMENT

THIS Easement Agreement made this _____ day of _____ 20____ between _____ ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, Grantor has provided a water main and/or sanitary sewer pipeline right-of-way easement across the premises and property adjacent to the Temporary Construction Easement hereinafter described; and

WHEREAS, the utility infrastructure is to be provided for through an underground pipeline to be constructed by others; and

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor, and other good and valuable consideration, the Grantor does hereby give, grant and convey unto the Grantee a temporary easement right-of-way over and across the following described property:

(SEE ATTACHED EXHIBIT A and B)

This Temporary Construction Easement is for the purpose of construction of a water main and/or sanitary sewer line and related incidental work and storage of materials related to the construction process.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, its contractors, agents, successors and assigns. This easement shall terminate and expire 30 days after the installation and acceptance of said underground utility infrastructure by the Grantee.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after installing and accepting said sanitary sewer and/or water main infrastructure, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that they are lawfully seized and possessed of the aforementioned and described tract of land, and that they have a good and lawful right to convey said easement. This easement is subject to all prior easements and encumbrances of record or apparent upon the aforementioned and described tract of land.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR:

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on _____ (date) by _____ (name of individual), *[complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity]* on behalf of _____ (name of entity on behalf of whom record was executed), in the following representative capacity: _____ (type of authority such as officer or trustee)

Notary Stamp Below

Notary Signature
My Commission Expires:_____

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on _____ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Stamp Below

Notary Signature
My Commission Expires: _____