

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO 04/18/12 01:43 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Ada County Highway Dist

AMOUNT .00

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CUP11-00090 / River Edge Apartments
R/W Parcel No: R1013250150, R1013250151, R1013250155
T 3N R 2E S 10

(Reserved for Ada County Recorder)

**PUBLIC RIGHT-OF-WAY EASEMENT
(SIDEWALK)**

5 pages

THIS RIGHT-OF-WAY EASEMENT (SIDEWALK) (the "Easement"), is made and entered into this 11th day of April, 2012, by and between **Boise Terminal Company**, 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") and is in the process of developing the property adjoining the Servient Estate, and on the terms and conditions hereinafter set forth, GRANTOR desires to grant this easement on, over and across the Servient Estate to ACHD for the public uses and purposes hereinafter described, reserving the right, however, to construct a concrete sidewalk and, where applicable, traffic signal facilities including but not limited to conduit, wiring and equipment (hereinafter the "Improvements") thereon.

1.2 On the terms and conditions hereinafter set forth ACHD desires to extend its system of public sidewalks and, where applicable, traffic signal facilities to include that to be constructed by GRANTOR on the Servient Estate, and upon GRANTOR's completion of construction of the Improvements on, over and across the Servient Estate, and when ACHD has accepted the same, ACHD desires that the Improvements and the Servient Estate become a part of its system of Highways (hereinafter "Highways") as that term is defined in *Idaho Code*, section 40-109(5), for ACHD and the public use hereinafter described. ACHD's system of Highways is hereinafter referred to as the "Dominant Estate".

Sidewalk Easement, page 1
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Sidewalk Easement.docx

1.3 As provided in *Idaho Code*, section 40-1412, ACHD Ordinance Number 190 and the ACHD Policy Manual, the adjacent property owner has the responsibility to pay for the repair and maintenance of sidewalks.

1.4 ACHD shall repair and maintain any traffic signal facilities at its sole cost and expense upon their acceptance.

SECTION 2. Grant and Authorized Use.

GRANTOR hereby grants to ACHD a perpetual and exclusive easement for a public right-of-way on, over and across the Servient Estate for the Improvements, for use by those members of the public who are pedestrians (as defined in *Idaho Code*, section 49-117) and by bicyclists (if the Servient Estate is located in an area where bicycles are allowed to be ridden on sidewalks), and the statutory rights, if any, of utilities to use the public right-of-way, and for ACHD, its employees, agents and contractors access to inspect, repair and maintain the Improvements.

SECTION 3. Reservation of Access for Construction by GRANTOR; Covenant to Construct; Repair and Maintenance.

3.1 GRANTOR reserves access to and from the Servient Estate for GRANTOR and GRANTOR's employees, agents and contractors to construct the Improvements thereon.

3.2 GRANTOR covenants and agrees to construct the Improvements on the Servient Estate in accordance with designs approved in advance by ACHD, in writing, ACHD policies and good engineering practices, at no cost or expense to ACHD.

SECTION 4. GRANTOR's Indemnification. GRANTOR shall indemnify and save and hold harmless ACHD, its Commissioners and employees, from and against all claims, actions or judgments for damages, injury or death caused by or arising out of the construction of the Improvements, and including reimbursement for any costs of suit and fees of its attorneys which are incurred should ACHD be required to defend any such claims or actions.

SECTION 5. Term of Easement. The term of the Easement herein granted to ACHD is perpetual.

SECTION 6. Covenants Run with the Land.

This Easement is a burden upon the Servient Estate and appurtenant to and for the benefit of the Dominant Estate, and shall run with the land.

SECTION 7. Recordation.

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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.

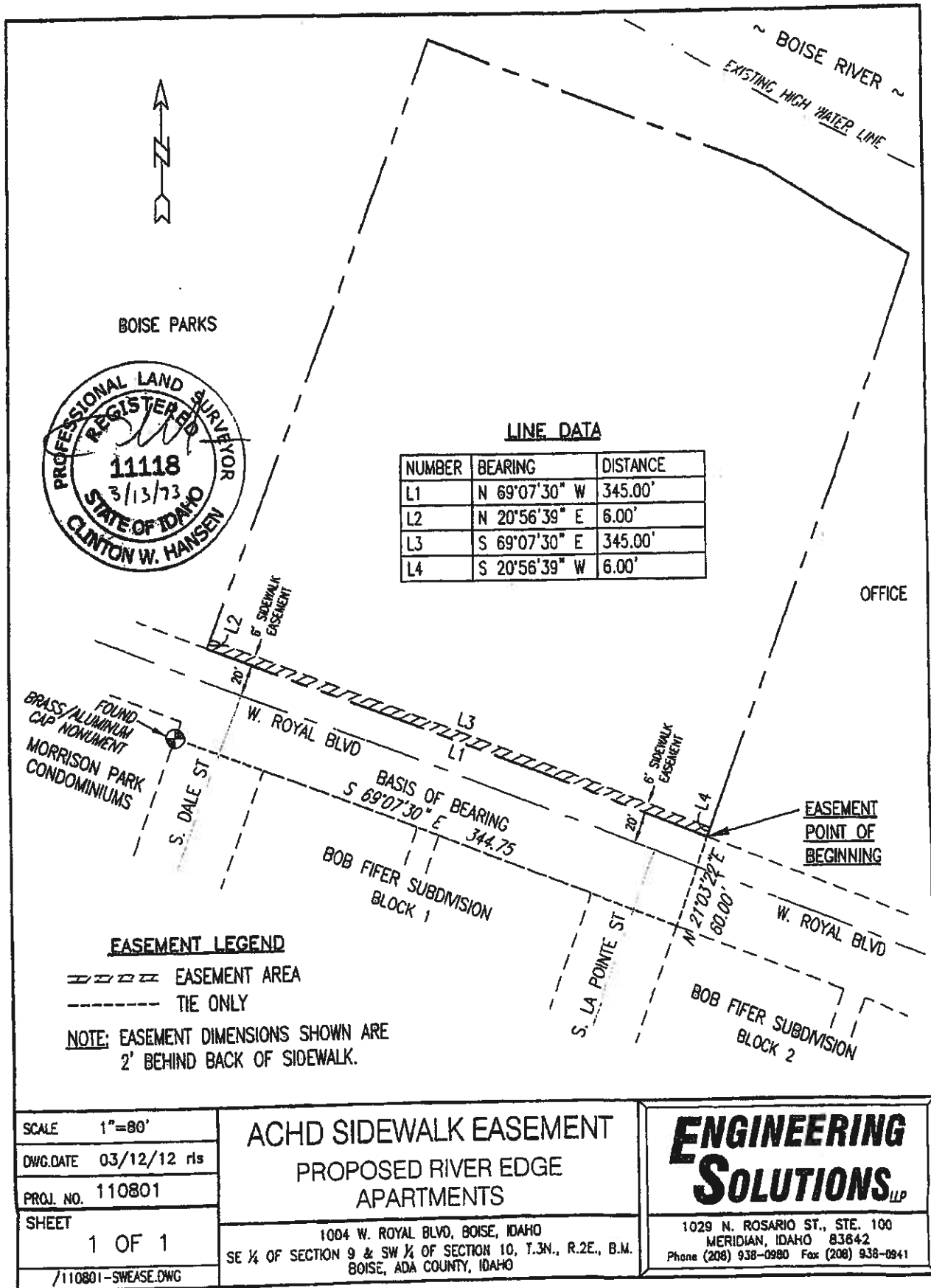


EXHIBIT A