

**TEMPORARY CONSTRUCTION EASEMENT**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_, the parties of the first part, and hereinafter called the Grantors, and the City of Meridian, Ada County, Idaho, the party of the second part, and hereinafter called the Grantee;

WITNESSETH:

WHEREAS, the Grantors desire to provide a sanitary sewer right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer is to be provided for through an underground pipeline to be constructed by others and or Grantee; and

NOW, THEREFORE, in consideration of the benefits to be received by the Grantors, and other good and valuable consideration, the Grantors do hereby give, grant and convey unto the Grantee the right-of-way for an easement for the construction of a sewer line over and across the following described property:

(SEE ATTACHED EXHIBIT A and B)

The temporary construction easement is for the purpose of construction of a 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 successors and assigns shall be temporary. The termination of this easement shall expire 30 days after the installation and acceptance of said sewer line by the Grantee.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after installing and accepting said sewer line, 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 GRANTORS hereby covenant and agree that they will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

THE GRANTORS hereby covenant and agree 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 GRANTORS do 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, and that they will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

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

GRANTOR:

\_\_\_\_\_  
President

\_\_\_\_\_  
Address

\_\_\_\_\_  
Secretary

STATE OF IDAHO)

) ss

County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known or identified to me to be the President and Secretary, respectively, of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO

Residing at:\_\_\_\_\_

Commission Expires:\_\_\_\_\_

