

PERMANENT EASEMENT

THIS PERMANENT EASEMENT (the "Easement"), is made and entered into this 10 day of JANUARY, 2025, by and between ANN M SCOTT FAMILY LTD PARTNERSHIP, 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").

1.2 ACHD has jurisdiction over the public highways, including sidewalks, and public rights-of-way which adjoin and are adjacent to the Servient Estate (hereinafter the "Dominant Estate").

1.3 ACHD desires to obtain an easement on, over and across the Servient Estate for the purposes hereinafter described, and, for the consideration and on the terms and conditions hereinafter set forth, GRANTOR is willing to grant such easement to ACHD.

SECTION 2. Grant of Easement and Authorized Uses.

GRANTOR hereby grants to ACHD a permanent exclusive easement over and across the Servient Estate for use by the public, including motorists, pedestrians and bicyclists, and the following uses and purposes:

- (a) placement of a Public Rights-of-Way as (as defined in Idaho Code, section 40-117);

(b) construction, reconstruction, operation, maintenance and placement of a Highway (as defined in Idaho Code, section 40-109) and any other facilities or structures incidental to the preservation or improvement of the Highway;

(c) statutory rights of ACHD, utilities and irrigation districts to use the Highway and/or Public Right-of-Way.

SECTION 3. Permanent Easement; Covenants Run with the Land.

This is a permanent easement. This Easement, and the covenants shall be a burden upon the Servient Estate and shall run with the land. The Easement and the covenants and agreements made herein shall inure to the benefit of and be binding upon, ACHD and GRANTOR, and Grantor's successors and assigns to the Servient Estate.

SECTION 4. Appurtenant.

The Easement herein granted is appurtenant to the Dominant Estate and a burden on the Servient Estate.

SECTION 5. Maintenance.

Upon acceptance of the Highway, ACHD shall maintain the physical integrity of this easement in good condition and repair and as required to satisfy all requirements of applicable laws, the policies of ACHD and sound engineering practices. The repair and maintenance of the physical integrity of the Easement shall be at the sole cost and expense of ACHD; provided if the damage to the physical integrity of the Easement is as a result of the activities of GRANTOR, GRANTOR'S guests, invitees, contractors or agents, the repair shall be at the sole cost and expense of GRANTOR. This Section shall not release GRANTOR'S obligation to provide routine maintenance required under any applicable state or local law, ordinance or regulation as to the pedestrian facilities that may be placed on the Servient Estate.

SECTION 6. Indemnification.

ACHD shall, subject to the limitations hereinafter set forth, indemnify, save harmless and defend regardless of outcome GRANTOR from expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by the ACHD or the ACHD's officers, agents and employees while acting within the course and scope of their employment, which arise from or which are in any way out of ACHD's construction, use and maintenance on the Servient Estate. Any such indemnification hereunder by the ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by the ACHD shall in no event cause the liability of the ACHD for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of GRANTOR.

SECTION 7. Recordation.

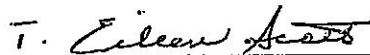
This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

TO HAVE AND TO HOLD this Easement unto the ACHD forever.

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate; and, GRANTOR warrants to 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, the undersigned have caused this Easement to be executed the day, month and year first set forth above.

GRANTOR



By: T. Eileen Scott

Its: Registered Agent

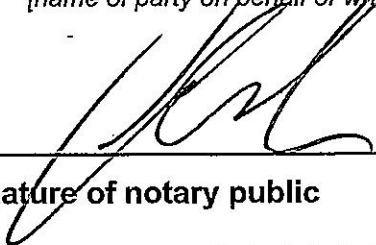
STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on January 10 2025, _____
[date]

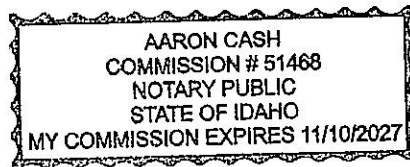
by Tracy Scott
[name(s) of individual(s)]

as Managing Partner
[type of authority, such as officer or trustee]

of Anne M Scott Family Lmt'd partnership
[name of party on behalf of whom record was executed]



Signature of notary public



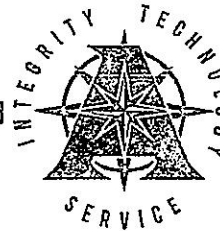
My commission expires: Nov 10 2027

EXHIBIT LIST

Exhibit "A". Legal description of Servient Estate.

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.

Permanent Easement - 4
(2/11/14)



ACHD Permanent Easement Description

An easement over and across portions of Lots 28-30, Block 34, Eagleson Park Addition, recorded in Book 6 of Plats at Page 279, Records of Ada County, said easement is located in the Southwest Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 2 East of the Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

Commencing at the found 3 inch aluminum cap in asphalt labeled PLS 11574 at the center quarter corner of Section 21 T.3N., R.2E., B.M. from which the found 5/8th inch iron pin with a plastic cap labeled PLS 4999 at the center-east 1/16th corner of Section 21 T.3N., R.2E., B.M. bears N 89° 56' 21" E a distance of 1318.92 feet; thence N 89° 56' 12" E along the mid-section line for a distance of 659.66' to a found 5/8th inch iron pin at the centerline intersection of S. Hervey St. and W. Targee St.; thence N 00° 15' 03" E along the centerline of S. Hervey St. for a distance of 374.97 feet; thence N 89° 44' 57" W for a distance of 30.00 feet to a found ½ inch iron pin with a plastic cap labeled PLS 8793 at the corner common to Lots 30 and 31 of said Block 34 being the **POINT OF BEGINNING**;

Thence S 00° 15' 03" W along the westerly right-of-way of S. Hervey St. for a distance of 75.03 feet to a set 5/8th inch iron pin with a 2 inch aluminum cap labeled PLS 11463 at the corner common to Lots 27 and 28 in said Block 34;

Thence S 89° 56' 00" W along the line common to said Lots 27 and 28 for a distance of 2.00 feet;

Thence N 00° 15' 03" E for a distance of 75.03 feet;

Thence N 89° 55' 55" E along the line common to said Lots 30 and 31 for a distance of 2.00 feet to the **POINT OF BEGINNING**.

Said easement contains 150 square feet or 0.003 acres of land, more or less.



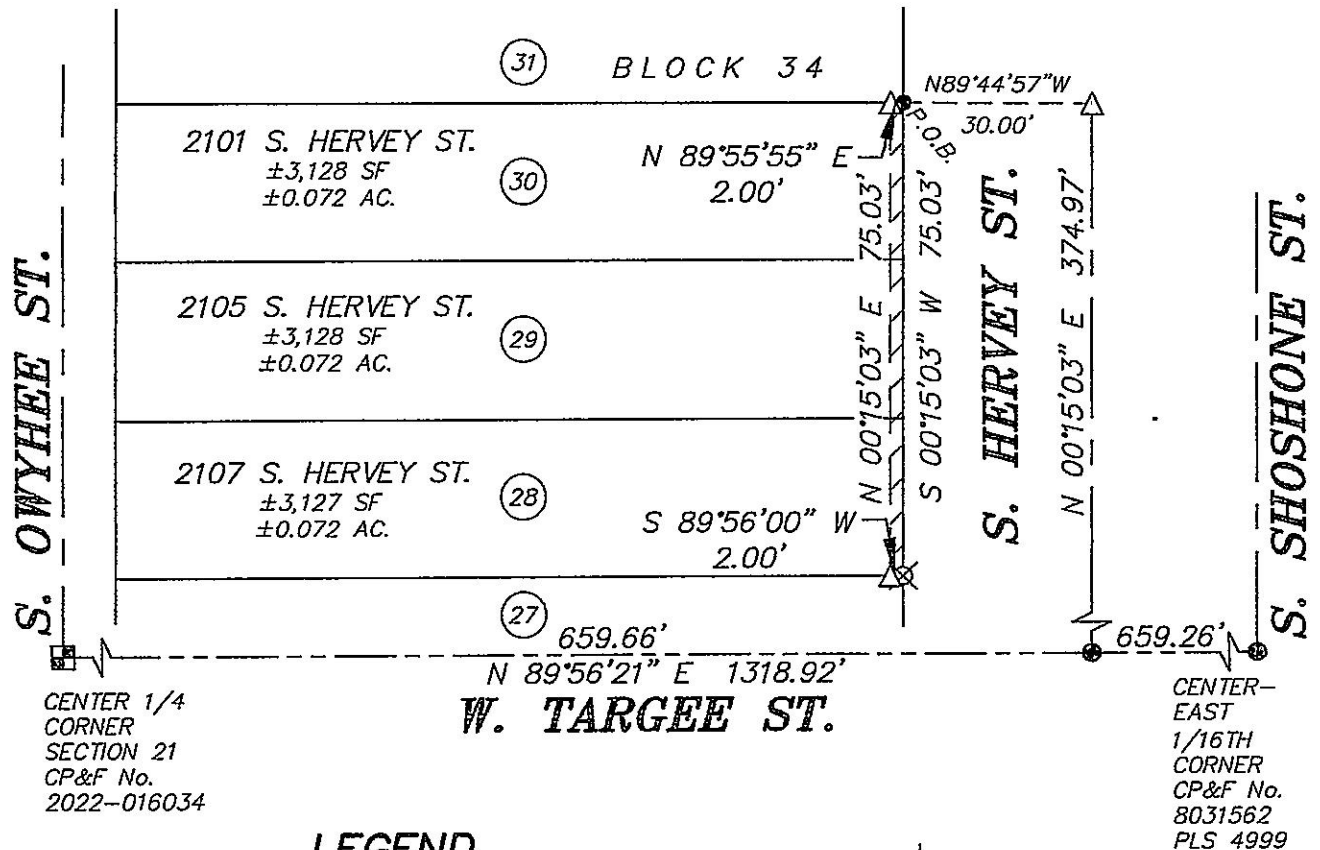
EXHIBIT MAP

PERMANENT ACHD EASEMENT

LOTS 28-30, BLOCK 34, EAGLESON PARK ADDITION,
BOOK 6 OF PLATS, PAGE 279, ADA COUNTY RECORDS.

LYING WITHIN THE SW 1/4 OF THE NE 1/4 OF SECTION 21, T.3N., R.2E., B.M.

CITY OF BOISE — COUNTY OF ADA — STATE OF IDAHO



LEGEND

- PARCEL LINE
- SECTION LINE
- CENTERLINE
- ACHD PERMANENT EASEMENT

- FOUND 3" ALUMINUM CAP IN ASPHALT, PLS 11574
- FOUND 5/8" IRON PIN, WITH NO CAP, OR AS NOTED
- FOUND 1/2" IRON PIN, WITH PLASTIC CAP, PLS 8793
- FOUND 1" IRON PIN, DISTURBED, REMOVED AND REPLACED WITH 5/8" IRON PIN WITH 2" ALUMINUM CAP, PLS 11463

- CALCULATED POINT
- PLATTED LOT NUMBER

P.O.B. POINT OF BEGINNING

SCALE: 1"=30'



ACCURATE
SURVEYING & MAPPING

1520 W. Washington St.
Boise, Idaho 83702
(208) 488-4227

www accuratesurveyors.com

DATE: DECEMBER, 2024 JOB 24-210

