Date: Monday, June 13, 2011

To: Honorable Mayor and City Council

From: Jackie Fields, City Engineer

Request:

Consideration of a request to accept a temporary construction easement from Roger Wagner.

Background:

The City of Twin Falls Urban Renewal Agency (URA) is electing to install a 24" & 18" diameter waterline pipe in Kimberly Road from the Hankins Water tower to 3300 East and then south on 3300 East to Eldridge Avenue. The waterline and will improve fire flows to properties south of Kimberly Road between 3200 & 3300 east. In addition to the waterline improvement, the URA is installing 2 additional pumps and a backup generator as part of this project.

To construct said pipeline several private easements are necessary outside ITD and City of Twin Falls Right of way.

Approval Process:

City Council makes recommendation for Mayor to sign accepting temporary construction easement.

Budget Impact:

There is no budget impact associated with the Council's approval of this request.

Regulatory Impact:

Approval of this request will allow the URA to proceed with the project.

Conclusion:

Staff recommends that the Council approve the request as presented and the Mayor Sign attached easement accepting them.

Attachments:

1. Public Easement
2. Exhibit A (Easement Map)

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, effective this 19th day of May, 2011, by the undersigned, Roger Wagner, who maintains a mailing address of 2018 Rancho Vista Dr., Twin Falls, ID, 83301, hereafter referred to as "GRANTOR" for the benefit of the City of Twin Falls, a municipal corporation of the State of Idaho that maintains a mailing address of 321 2nd Ave. East, Twin Falls, ID, 83301, hereafter referred to as "GRANTEE";

WITNESSETH:

FOR VALUE RECEIVED, and for the term and uses and on the terms and conditions hereinafter set forth, GRANTOR does hereby grant to the GRANTEE a temporary construction easement (the "EASEMENT") under, over, through and across that certain real property owned by GRANTOR situated in the COUNTY OF TWIN FALLS, STATE OF IDAHO more particularly described or depicted on Exhibit "A" attached hereto and by this reference made a part hereof (the "Servient Estate").

This grant is made on the following terms:

1. Authorized Uses by GRANTEE. The GRANTEE's use of the Easement granted herein shall be in connection with the construction of a 24" water main on adjoining and abutting property owned by GRANTEE (the "Dominant Estate"), for access and egress for equipment and vehicles, for construction, excavation, storage of earth and other materials thereon, for surveying, and for all other reasonable uses that are necessary, advisable or convenient to GRANTEE in connection with such water construction and improvement, and for ingress and egress to and from the Dominant Estate.

2. Use by Others Under GRANTEE. The GRANTEE's right to so use the Servient Estate during the term of the Easement shall extend to use by GRANTEE's Commissioners, employees, contractors and agents.

3. Term This Easement shall be for a term commencing on the date of the GRANTOR's execution of this Indenture and terminate upon the completion of the 24" water main extension project construction on the Dominant Estate, or November 30, 2011, whichever come first. On the expiration of the term of this Easement, the rights and privileges granted to GRANTEE hereunder shall cease and terminate and this Easement shall be null and void and of no further force and effect.

4. Indemnification. GRANTEE hereby indemnifies and holds GRANTOR harmless from and against any and all loss, injury, death and damage, and attorneys' fees and costs that might be incurred by GRANTOR in defending any such claim, that shall result from the use of the Servient Estate by GRANTEE, its Commissioners, employees, contractors and agents, hereunder.

5. Restoration on Expiration of Term. On the expiration of the term of this Easement, the Servient Estate shall be restored by GRANTEE, at its sole cost and expense, to at least as good a condition as existing on the date of this Indenture.

6. Binding Effect. This Easement, and the covenants and agreements herein contained, shall, during the entire term hereof, be binding upon and inure to the benefit of (i) GRANTEE AND GRANTOR, respectively, and their successors and assigns, and (ii) their respective interests in the Dominant and Servient Estates.

7. Appurtenant. The Easement herein granted is appurtenant to the Dominant Estate.

8. Access. The GRANTEE hereby agrees that the GRANTOR shall have access to the property at all times during construction.

TO HAVE AND TO HOLD this Easement unto the GRANTEE for the term hereinabove set forth.

GRANTOR covenants to the GRANTEE (a) that the GRANTEE shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and, (b) GRANTOR warrants to the GRANTEE that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to GRANTEE.

IN WITNESS WHEREOF, this Temporary Construction Easement has been duly executed by GRANTOR, the day, month and year herein first above written.

CITY OF TWIN FALLS

By: _____
Don Hall, Mayor

ATTEST: _____
Travis Rothweiler, City Manager

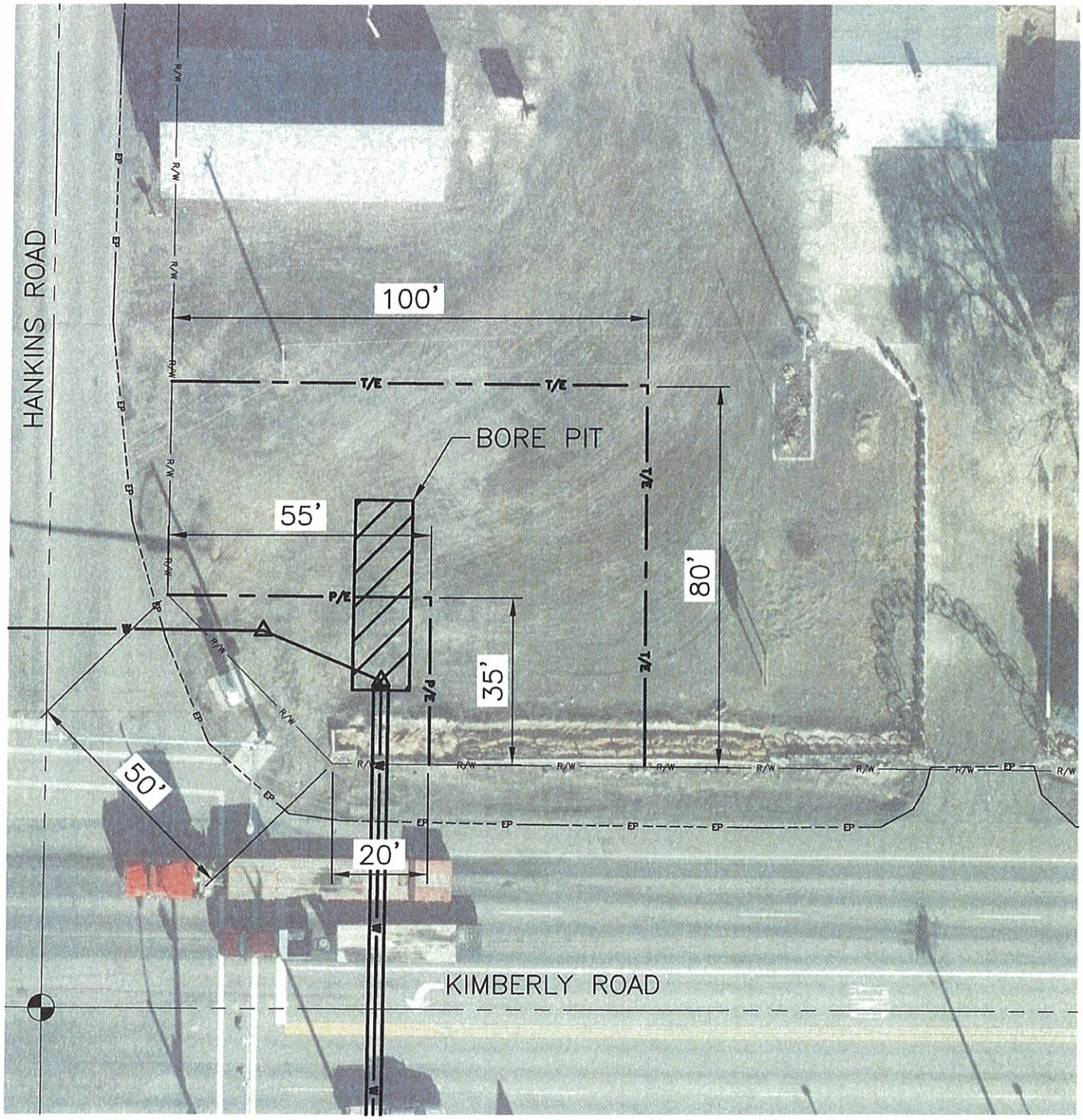
City Council Approval Date:_____

GRANTOR:

_____

Printed: Roger Wagner

Date: 5-19-11



P/E ≈ 1322 sq ft
T/E ≈ 7380 sq ft

Plot Date: 5/6/2011 9:21 AM Plotted By: Shawn Dulin
Date Created: 5/2/2011 F:\PROJECTS\JUB\60-11-018-TWIN_FALLS_URA_HANKINS_WATER_PHASE_2\CAD\SHEETEX\HBITS\60-11-018 EASE.DWG

NO	REVISION DESCRIPTION	BY	APR	DATE

REUSE OF DRAWINGS
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FILE: 60-11-018 EASE
JUB PROJ. #: ####
DRAWN BY: SMD
DESIGN BY: JPE
CHECKED BY: DF
LAST UPDATED: 5/6/2011

J-U-B ENGINEERS, INC.

EXHIBIT A
ROGER WAGNER

TEMPORARY AND PERMANENT EASEMENTS

SHEET 1