

Project Name: Linder Rd & Floating Feather Rd
Project: 520033.001
Name: North Star Charter School, Inc
R/W Parcel No: 18
4N1W11
APN: S0411142260

(Reserved for Ada County Recorder)

PERMANENT EASEMENT

This PERMANENT EASEMENT (the "Easement"), is made and entered into this 14 day of April, 2025, by and between, **NORTH STAR CHARTER SCHOOL, INC**, an Idaho non-profit corporation, 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 pedestrians and bicyclists, and the following uses and purposes:

- (a) placement of a Public Right-of-Way (as defined in Idaho Code, section 40-117);
- (b) construction, reconstruction, operation, maintenance and placement of necessary culverts, sluices, drains, ditches, waterways, embankments, retaining walls, grade separation structures, roadside improvements, pedestrian facilities, and any other structures, works or fixtures incidental to the preservation or improvement of an adjacent Highway;

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.

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

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

This is a permanent easement. This Easement, and the covenants contained herein 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.

ACHD shall maintain the physical integrity of any facilities constructed by ACHD on the Servient Estate 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 such facilities shall be at the sole cost and expense of ACHD; provided if the damage to such facilities 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 any 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.

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.

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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.

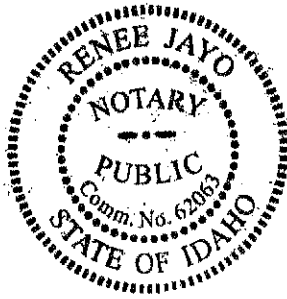
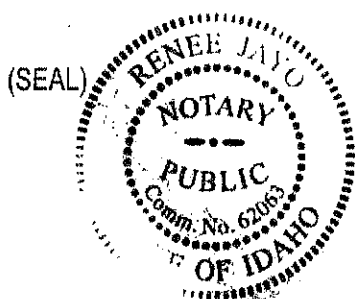
GRANTOR: NORTH STAR CHARTER SCHOOL, INC.

Bryan Wheeler
By: Bryan Wheeler
Its: School Board Chairman

By:
Its:

State of IDAHO)
) ss.
County of ADA)

This record was acknowledged before me on this 14 day of April, 2025, by Bryan Wheeler as School Board Chairman (trustee, Member, Officer, President, Etc.) of North Star Charter School.



Renee Jayo
Signature of Notary Public
My commission expires: 8/15/2025

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.

Ada County Highway District
Project No. 520033, 320026
Linder Rd, SH 44 (State St) to Floating Feather Rd/Linder Rd & Floating Feather Rd

• Parcel 18 •
Permanent Easement Description

An easement located in the NE 1/4 of the SE 1/4 of Section 11, Township 4 North, Range 1 West, Boise Meridian, and being a part of *PARCEL 1* as shown on Record of Survey No. 8520 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the northeasterly corner of said NE 1/4 of the SE 1/4, from which an aluminum cap monument marking southeasterly corner of said Section 11 bears S 0°49'18" W a distance of 2645.48 feet;

Thence N 89°24'46" W along the northerly boundary of said NE 1/4 of the SE 1/4 a distance of 48.00 feet to a 5/8 inch diameter iron pin on the easterly boundary of said *PARCEL 1*, said point being on the westerly right-of-way of N. Linder Road;

Thence leaving said northerly boundary S 0°49'18" W along said easterly boundary and said westerly right-of-way a distance of 131.26 feet to a point marking the southeasterly corner of said *PARCEL 1*;

Thence leaving said westerly right-of-way N 59°56'03" W along the southerly boundary of said *PARCEL 1* a distance of 4.58 feet to a point;

Thence leaving said southerly boundary N 0°49'18" E a distance of 21.13 feet to the POINT OF BEGINNING;

Thence N 26°27'51" W a distance of 61.08 feet to a point;

Thence N 0°49'18" E a distance of 4.73 feet to a point;

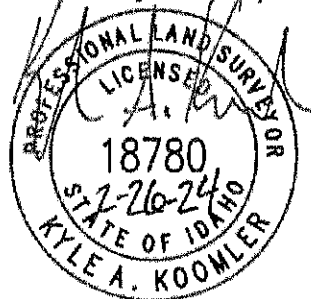
Thence N 89°10'42" W a distance of 6.94 feet to a point;

Thence S 26°27'51" E a distance of 66.40 feet to a point;

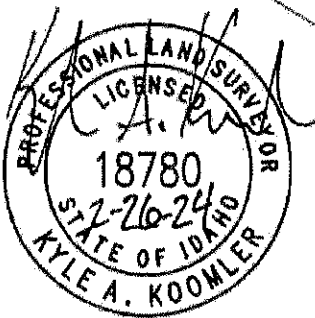
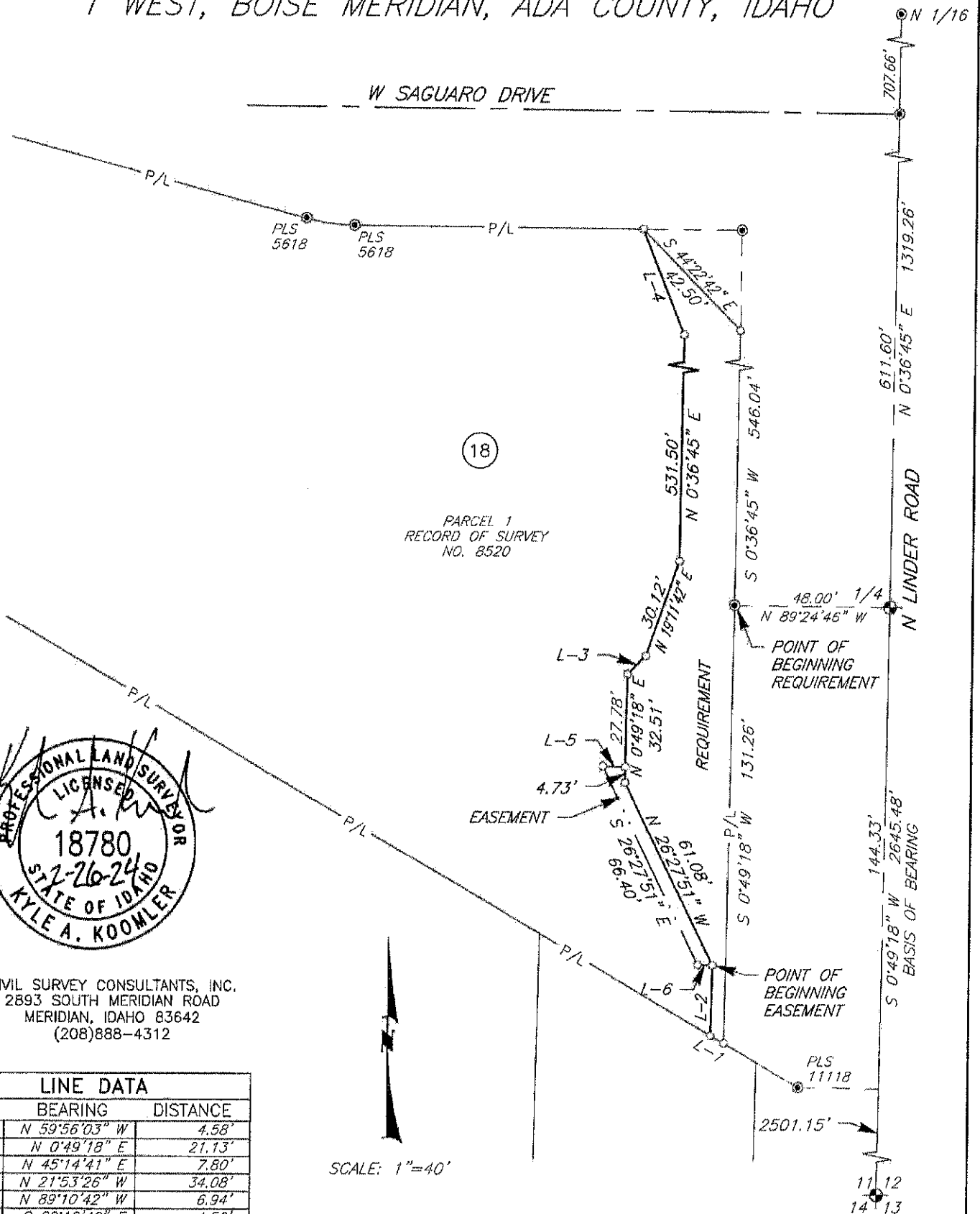
Thence S 89°10'42" E a distance of 4.50 feet to the POINT OF BEGINNING.

This parcel contains 271 square feet (0.006 acres) and is subject to any easements existing or in use.

Prepared by: Kyle A. Koomler, PLS
Civil Survey Consultants, Incorporated
February 26, 2024



SKETCH TO ACCOMPANY DESCRIPTIONS FOR ACHD LOCATED
IN THE NE 1/4 OF THE SE 1/4 AND IN THE SE 1/4 OF
THE NE 1/4 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE
1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO



CIVIL SURVEY CONSULTANTS, INC.
2893 SOUTH MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)888-4312

LINE DATA

LINE	BEARING	DISTANCE
L-1	N 59°56'03" W	4.58'
L-2	N 0°49'18" E	21.13'
L-3	N 45°14'41" E	7.80'
L-4	N 21°53'26" W	34.08'
L-5	N 89°10'42" W	6.94'
L-6	S 89°10'42" E	4.50'

Project Name: Linder Rd & Floating Feather Rd
Project: 520033.001
Name: North Star Charter School, Inc
R/W Parcel No: 18
4N1W11
APN: S0411142260

(Reserved for Ada County Recorder)

WARRANTY DEED

THIS INDENTURE, made this 14 day of April, 2025, by and between, **NORTH STAR CHARTER SCHOOL, INC**, an Idaho non-profit corporation the "GRANTOR", and **ADA COUNTY HIGHWAY DISTRICT**, a body politic and corporate of the State of Idaho, the "GRANTEE";

WITNESSETH:

FOR VALUE RECEIVED, the GRANTOR has granted, conveyed, bargained and sold, and does hereby grant, bargain, sell, convey and confirm to the GRANTEE and its successors and assigns forever, that certain real property situated in the COUNTY OF ADA, STATE OF IDAHO, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof;

TOGETHER with all and singular the buildings, structures, improvements and fixtures thereto, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, and rents, issues and profits thereof (the "Premises").

SUBJECT TO those exceptions to title to which this conveyance is expressly made subject, more particularly described on Exhibit "B", and those made, suffered or done by the GRANTEE: (a) the GRANTOR covenants to the GRANTEE, its successors and assigns, that the GRANTEE shall enjoy the quiet and peaceful possession of the Premises; and (b) GRANTOR warrants to the GRANTEE, its successors and assigns, that GRANTOR is the owner of said Premises in fee simple and has the right and authority to convey the same to GRANTEE, and GRANTOR will defend the GRANTEE's title from all lawful claims whatsoever.

The current address of the GRANTEE is:

Ada County Highway District
3775 Adams Street
Garden City, Idaho 83714-6499

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Name: North Star Charter School, Inc
R/W Parcel No: 18
4N1W11
APN: S0411142260

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

GRANTOR: NORTH STAR CHARTER SCHOOL, INC

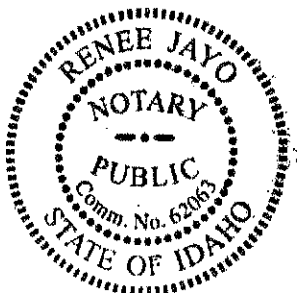
Bryan Wheeler
By: Bryan Wheeler
Its: School board Chairman

By:
Its

State of IDAHO)
) ss.
County of ADA)

This record was acknowledged before me on this 14 day of April, 2025, by Bryan Wheeler as School Board Chairman (Trustee, Member, Officer, President, Etc.) of North Star Charter School.

(SEAL)



Renee Jayo
Signature of Notary Public
My commission expires: 8/15/2026

Ada County Highway District

Project No. 520033, 320026

Linder Rd, SH 44 (State St) to Floating Feather Rd/Linder Rd & Floating Feather Rd

• Parcel 18 •

Right-of-Way Requirement Description

A parcel located in the NE 1/4 of the SE 1/4 and in the SE 1/4 of the NE 1/4 of Section 11, Township 4 North, Range 1 West, Boise Meridian, and being a part of *PARCEL 1* as shown on Record of Survey No. 8520 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the northeasterly corner of said NE 1/4 of the SE 1/4, from which an aluminum cap monument marking southeasterly corner of said Section 11 bears S 0°49'18" W a distance of 2645.48 feet;

Thence N 89°24'46" W along the northerly boundary of said NE 1/4 of the SE 1/4 a distance of 48.00 feet to a 5/8 inch diameter iron pin on the easterly boundary of said *PARCEL 1*, said point being on the westerly right-of-way of N. Linder Road and being the POINT OF BEGINNING;

Thence leaving said northerly boundary S 0°49'18" W along said easterly boundary and said westerly right-of-way a distance of 131.26 feet to a point marking the southeasterly corner of said *PARCEL 1*;

Thence leaving said westerly right-of-way N 59°56'03" W along the southerly boundary of said *PARCEL 1* a distance of 4.58 feet to a point;

Thence leaving said southerly boundary N 0°49'18" E a distance of 21.13 feet to a point;

Thence N 26°27'51" W a distance of 61.08 feet to a point;

Thence N 0°49'18" E a distance of 32.51 feet to a point;

Thence N 45°14'41" E a distance of 7.80 feet to a point;

Thence N 19°11'42" E a distance of 30.12 feet to a point;

Thence N 0°36'45" E a distance of 531.50 feet to a point;

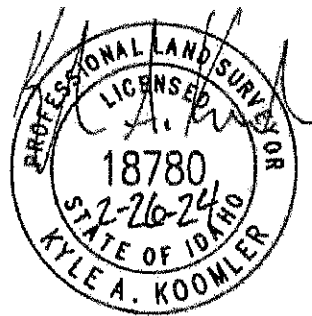
Thence N 21°53'26" W a distance of 34.08 feet to a point marking the northerly corner of the northeasterly boundary of said *PARCEL 1*;

Thence S 44°22'42" E along said northeasterly boundary a distance of 42.50 feet to a point marking the southerly corner of said northeasterly boundary, said point being on the westerly right-of-way of N. Linder Road;

Thence S 0°36'45" W along said westerly right-of-way and the easterly boundary of said *PARCEL 1* a distance of 546.04 feet to the POINT OF BEGINNING.

This parcel contains 12,217 square feet (0.280 acres) and is subject to any easements existing or in use.

Prepared by: Kyle A. Koomler, PLS
Civil Survey Consultants, Incorporated
February 26, 2024

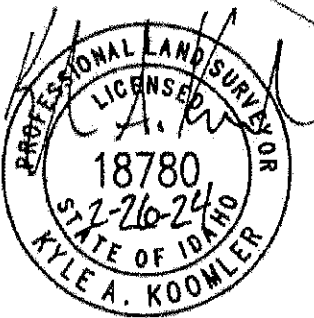


SKETCH TO ACCOMPANY DESCRIPTIONS FOR ACHD LOCATED
IN THE NE 1/4 OF THE SE 1/4 AND IN THE SE 1/4 OF
THE NE 1/4 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE
1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO

W SAGUARO DRIVE

(18)

PARCEL 1
RECORD OF SURVEY
NO. 8520

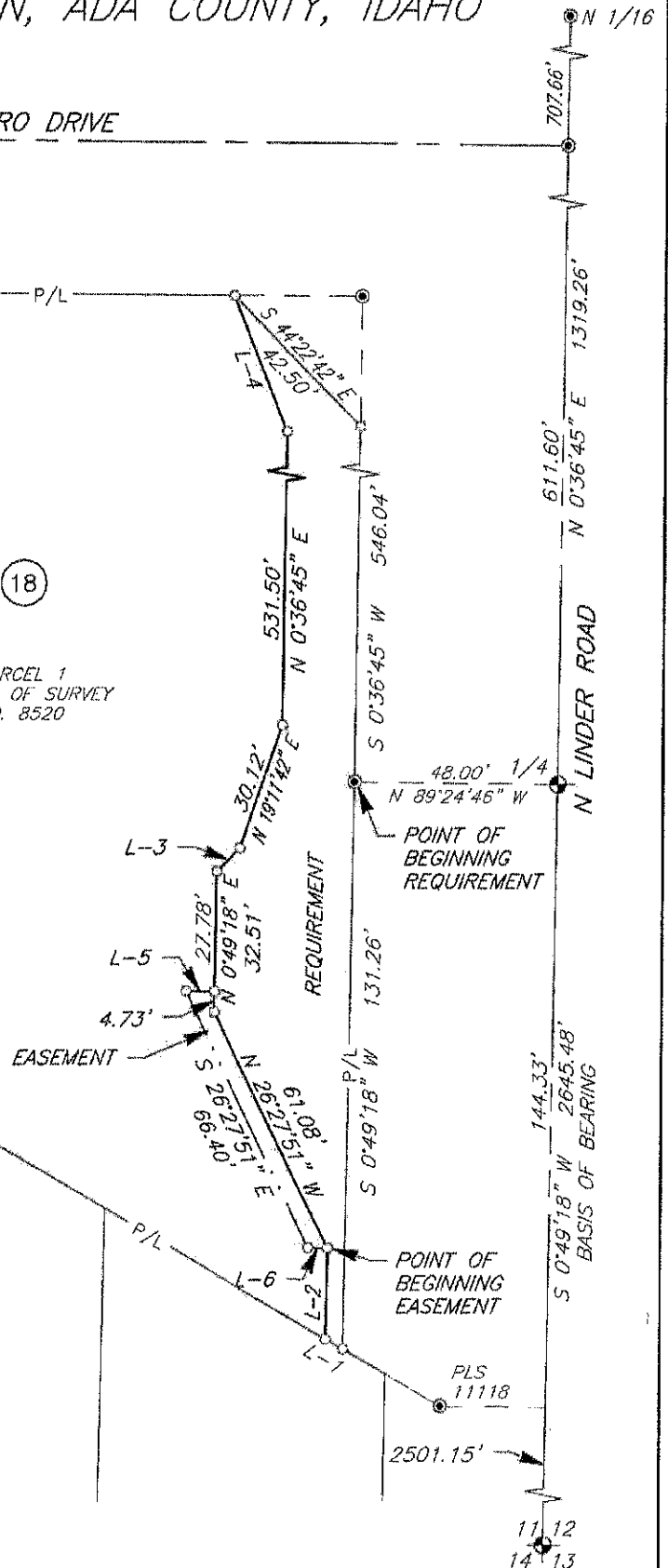


CIVIL SURVEY CONSULTANTS, INC.
2893 SOUTH MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)888-4312

LINE DATA

LINE	BEARING	DISTANCE
L-1	N 59°56'03" W	4.58'
L-2	N 0°49'18" E	21.13'
L-3	N 45°14'41" E	7.80'
L-4	N 21°53'26" W	34.08'
L-5	N 89°10'42" W	6.94'
L-6	S 89°10'42" E	4.50'

SCALE: 1"=40'



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EXHIBIT B to WARRANTY DEED

Order No.: 719764

13. Terms, conditions, and provisions of Crossing Agreement

Between Middleton Mill Ditch Company, Middleton Irrigation Association Inc. and Quest Communications
Dated: December 13, 2004
Recorded: January 6, 2005
Instrument No.: 105002115

**14. Order of Inclusion containing terms, covenants, conditions, provisions and stipulations from the District herein
Noted.**

District: Eagle Sewer District
Recorded: May 5, 2006
Instrument No.: 106070264

15. Terms, conditions, and provisions of Memorandum of Agreement

Between: Eagle Sport Legends Investments, LLC, an Idaho limited liability company, Eagle Sport
Legends Investment #2, LLC, an Idaho limited liability company and Eaglecreek Properties, LLC, an Idaho
limited liability company
Dated: January 28, 2007
Recorded: October 24, 2007
Instrument No.: 107145546

**16. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for
the purposes stated therein**

In Favor of: Eagle Creek Properties
Recorded: May 15, 2008
Instrument No.: 108056783

17. Matters disclosed by Record of Survey

Survey No.: 8305
Recorded: May 15, 2008
Instrument No.: 108056842

Project Name: Linder Rd & Floating Feather Rd
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18. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Eagle Creek Properties, LLC
Recorded: May 15, 2008
Instrument No.: 108056783
19. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: December 12, 2008
Instrument No.: 108132216
20. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: North Star Charter School, Inc., an Idaho non-profit corporation
Recorded: February 3, 2009
Instrument No.: 109011763
21. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: North Star Charter School, Inc., an Idaho non-profit corporation
Recorded: February 3, 2009
Instrument No.: 109011764
22. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: City of Eagle
Recorded: February 3, 2009
Instrument No.: 109011765
23. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: North Star Charter School, Inc., an Idaho non-profit corporation
Recorded: February 3, 2009
Instrument No.: 109011766
24. Matters disclosed by Record of Survey
Survey No.: 8520
Recorded: February 13, 2009
Instrument No.: 109016035

Project Name: Linder Rd & Floating Feather Rd
Project: 520033.001
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4N1W11
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25. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Ada County Highway District
Recorded: June 5, 2009
Instrument No.: 109065749
26. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Ada County Highway District
Recorded: June 5, 2009
Instrument No.: 109065750
27. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Ada County Highway District
Recorded: June 5, 2009
Instrument No.: 109065751
28. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Ada County Highway District and North Star Charter School, Inc., a corporation
Recorded: June 5, 2009
Instrument No.: 109065752
29. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Ada County Highway District
Recorded: December 1, 2016
Instrument No.: 2016-116333

EXHIBIT B – END OF EXCEPTIONS

Project Name: Linder Rd & Floating Feather Rd
Project: 520033.001
Name: North Star Charter School, Inc
R/W Parcel No: 18
4N1W11
APN: S0411142260

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 14 day of April, 2025, by and between, **NORTH STAR CHARTER SCHOOL, INC**, an Idaho non-profit corporation, hereinafter "GRANTOR" and **ADA COUNTY HIGHWAY DISTRICT**, a body politic and corporate of the State of Idaho, hereinafter "ACHD";

WITNESSETH:

FOR VALUE RECEIVED, and for the term and uses and on the terms and conditions hereinafter set forth, GRANTOR does hereby grant to ACHD an easement (the "Easement") under, over, through and across that certain real property owned by GRANTOR situated in the COUNTY OF ADA, STATE OF IDAHO more particularly described/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 ACHD.** ACHD's use of the Easement granted herein shall be in connection with the construction and improvement of a highway on adjoining and abutting property owned by ACHD municipally known as Linder Rd & Saguaro Dr. (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 ACHD in connection with such highway construction and improvement project, and for ingress and egress to and from the Dominant Estate.
2. **Use by Others Under ACHD.** ACHD's right to so use the Servient Estate during the term of the Easement shall extend to use by ACHD's Commissioners, employees, contractors, and agents.
3. **Term.** This Easement shall be for a term commencing on the date construction activities begin on the Servient Estate and expiring one year after the date construction activities begin on the Servient Estate, provided that ACHD may elect to extend this Easement for an additional year by paying GRANTOR a sum equal to the value received for this Easement. In the event the highway construction and improvement project on the Dominant Estate is completed prior to the expiration of the term of this Easement, this Easement shall terminate automatically. On the expiration of the term of this Easement, the rights and privileges granted to ACHD hereunder shall cease and terminate and this Easement shall be null and void and of no further force and effect.
4. **Indemnification.** ACHD hereby agrees to indemnify and hold GRANTOR harmless from and against any and all claims for loss, injury, death and damage caused by or arising out of the use of the Servient Estate by ACHD, its Commissioners, employees, contractors and agents, hereunder, and including, without limitation, attorney's fees and costs that might be incurred by GRANTOR in defending any such claims.
5. **Restoration on Expiration of Term.** On the expiration of the term of this Easement, the Servient Estate shall be restored by ACHD, at its sole cost and expense, to at least as good a condition as existing on the date of this Indenture.

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.

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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) ACHD 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.

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

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and, GRANTOR warrants to the 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, this Temporary Construction Easement has been duly executed by the parties, the day, month, and year herein first above written.

GRANTOR: NORTH STAR CHARTER SCHOOL, INC

Bryan Wheeler
By: Bryan Wheeler
Its: School board Chairman

By:
Its:

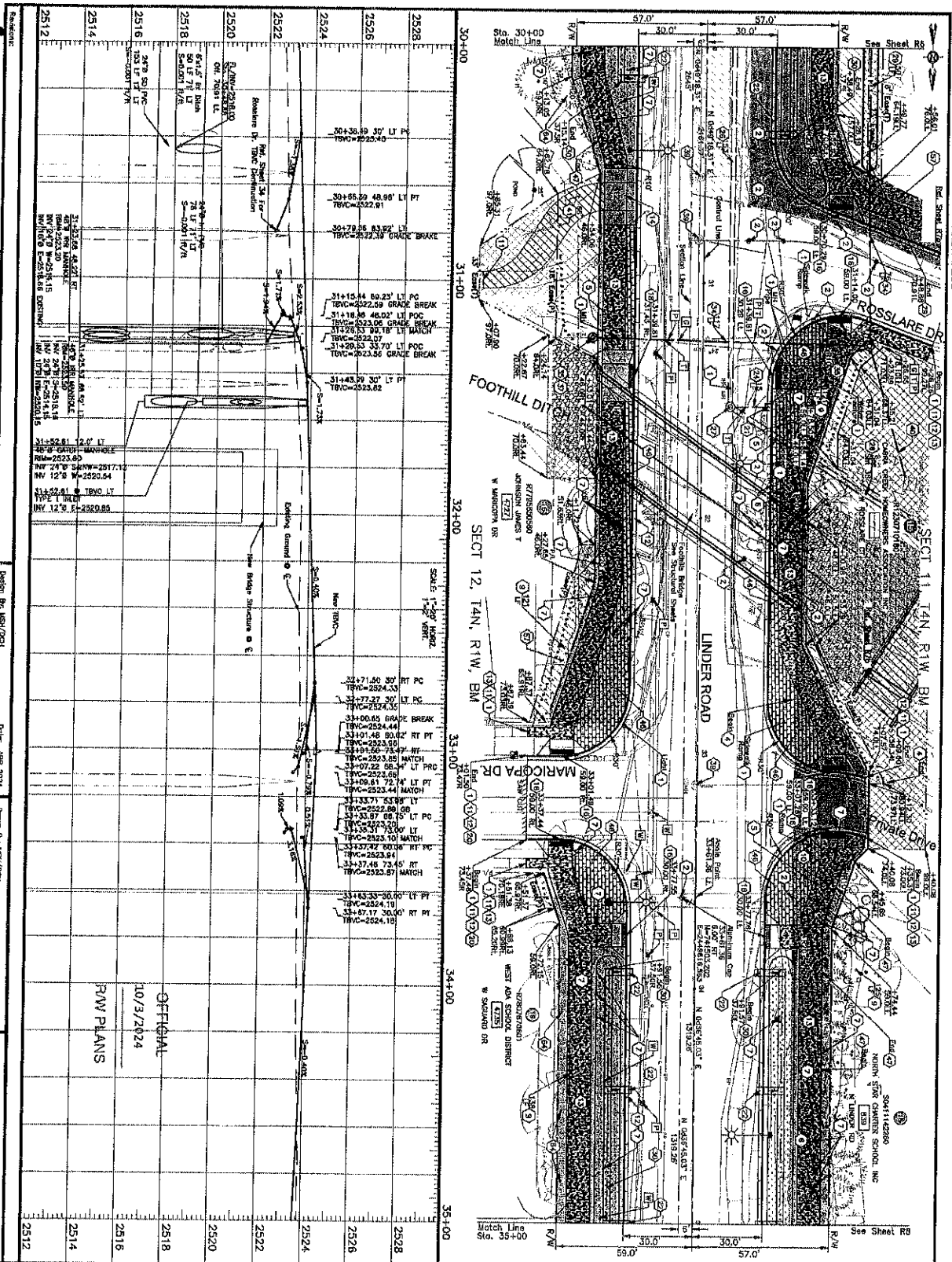
ADA COUNTY HIGHWAY DISTRICT:

David Serdar
David Serdar, Right-of-Way Supervisor

Renee Jayo
Renee Jayo, Sr. Right-of-Way Agent





NO ACKNOWLEDGEMENT NEEDED. THIS EASEMENT IS NOT TO BE RECORDED

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.

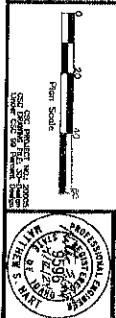


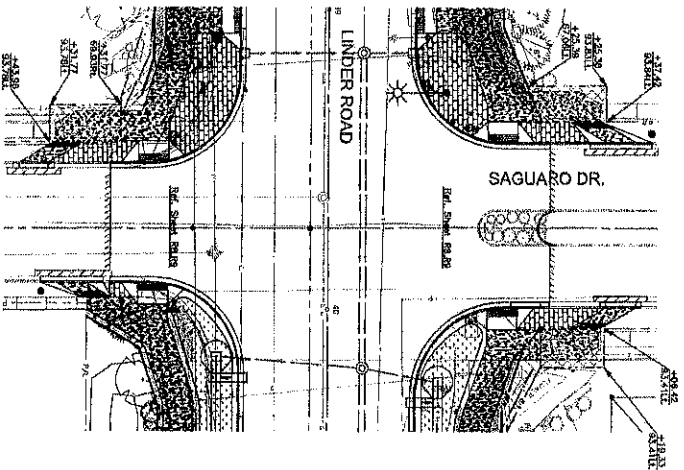
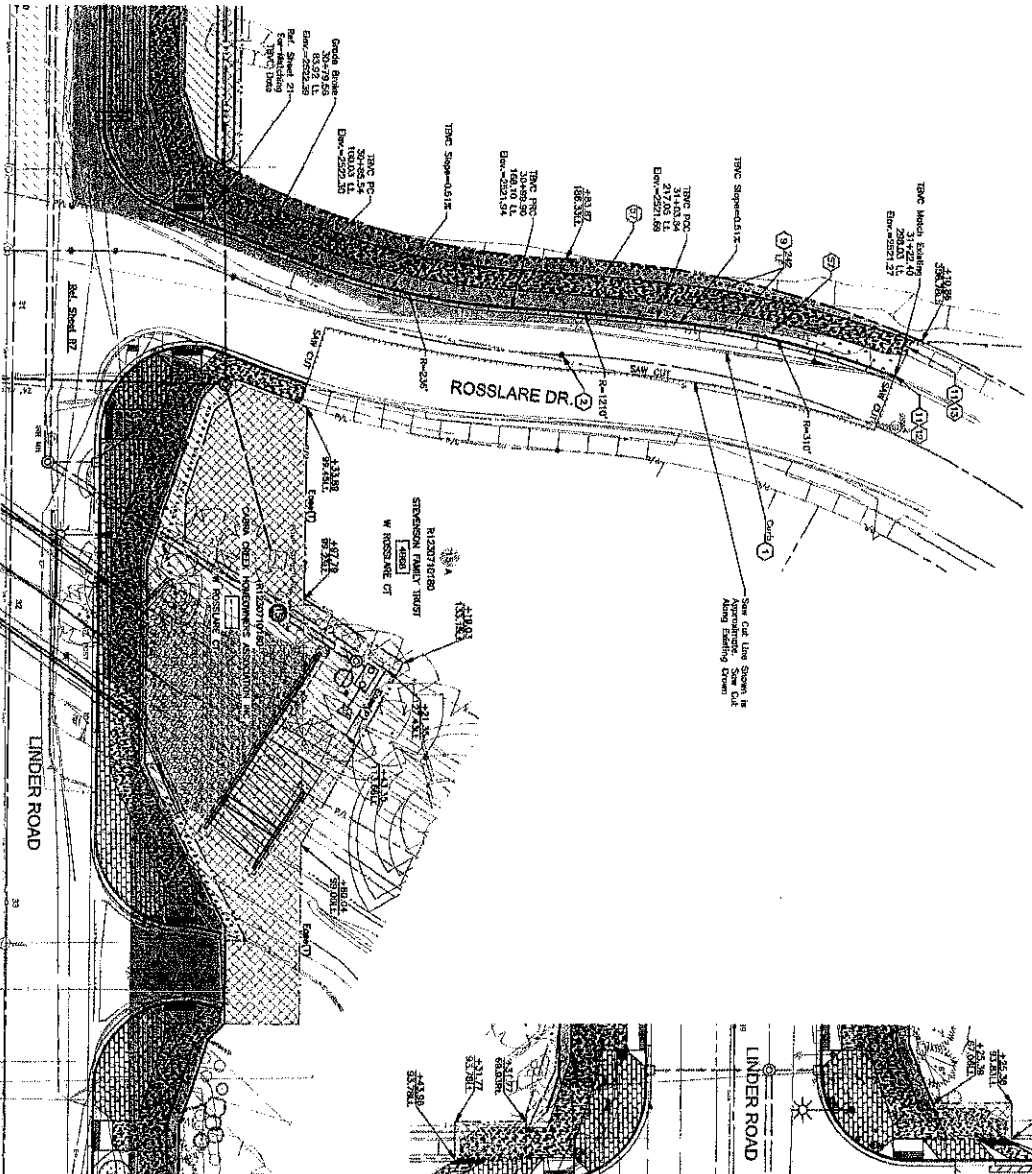
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BENCH MARKS:

	PREScriptive
	ACQuisitions
	TEMPorary EAsEMENTS
	PERMANENT EAsEMENTS

**CIVIL
SURVEY
CONSULTANTS, INC.**
Consulting Engineers and Land Surveyors
Meriden, ID • Phone: 888-4312





NOTES

- 1 Remove Construction, Item 201.4.1.1
- 2 Reference to Sheet by AC20
- 3 Reference to Sheet by AC20
- 4 Stationing System, Item 207-28101
- 5 Stationing System
- 6 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 7 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 8 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 9 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 10 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 11 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 12 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 13 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 14 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 15 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 16 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 17 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 18 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 19 Standard of Vertical Curve & Curb, Item 704.4.1.1.5
- 20 Standard of Vertical Curve & Curb, Item 704.4.1.1.5

OFFICIAL
10/3/2024
RW PLANS

RIGHT OF WAY PLANS NOT FOR CONSTRUCTION RIGHT OF WAY LEGEND

- PRESCRIPTIVE
- ACQUISITIONS
- TEMPORARY EASEMENTS
- PERMANENT EASEMENTS

CIVIL
SURVEY
CONSULTANTS, INC.
1000 N. 10th St., Suite 100
Meridian, ID 83442
Phone: 888-451-1212



Project Name: Linder Rd & Floating Feather Rd
Project: 520033.001
Name: North Star Charter School, Inc
R/W Parcel No: 18
4N1W11
APN: S0411142260

SALE AND PURCHASE AGREEMENT

(Partial Acquisition) Revised 4/1/2025

THIS SALE AND PURCHASE AGREEMENT (the "Agreement") is made and entered into this 24 day of April, 2025, by and between, **NORTH STAR CHARTER SCHOOL, INC.**, an Idaho non-profit corporation, (herein "SELLER") and **ADA COUNTY HIGHWAY DISTRICT**, a body politic and corporate of the State of Idaho, (herein "ACHD");

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

SECTION 1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- (a) The term "Agreement" shall refer to this Sale and Purchase Agreement.
- (b) The term "ACHD" shall refer to ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, whose address is 3775 Adams Street, Garden City, Idaho 83714-6499. Attention: Renee Jayo whose telephone number is (208) 387-6309.
- (c) The term "Closing Agent" shall refer to, Pioneer Title Company, Amy Bowles, 208-373-3612.
- (d) The term "Closing Date" shall mean within 30 days of title clearance, but in no case later than one year past the day, month and year first above written; provided, by written addendum signed by both parties and delivered to Closing Agent, the Closing Date may be rescheduled to such date as the parties agree. The Closing Date may also be extended, and in either event the Closing Date shall then mean such rescheduled date.
- (e) The term "Deed" shall mean the form of deed attached hereto as Attachment "1."
- (f) The term "Easement" shall mean collectively the Permanent Easement and/or the Temporary Easement attached hereto as Attachment "2" and "3".
- (g) The term "Easement Area" shall mean the real property described and/or depicted on Exhibit "A" to the Easements.
- (h) The term "Exceptions to Title" shall refer to those existing exceptions to Seller's title to the Property described on Exhibit "B" to the Deed.
- (i) The term "Hazardous Materials" shall mean any substance, material, or waste which is regulated by any local governmental authority, the State of Idaho or the United States of America, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "PCB waste,"

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or "restricted hazardous waste" under the Idaho Hazardous Waste Management Act of 1983; (ii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); or (iii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601(14).

- (j) The term "Project" shall refer to the highway improvement program being undertaken by ACHD, internally known as Project Number 520033.001 and commonly known as Linder Rd, State St to Floating Feather Rd Project.
- (k) The term "Property" shall refer to the real property described on Exhibit "A" to the Deed.
- (l) The term "Purchase Price" is the amount set forth in Section 5.1.
- (m) The Property is a part of a larger parcel of real property owned by Seller, and the term "Remaining Property" shall refer to the remainder of the parcel of real property which will continue to be owned by Seller after this transaction is closed and shall include the Easement Area.
- (n) The term "Seller" shall refer to the above-named Seller, whose address is 839 N Linder Rd, Eagle, ID, 83616 and phone number is 208-939-9600.

SECTION 2. Recitals.

2.1. ACHD is a single county-wide highway district organized and existing under the laws of the state of Idaho, with the responsibility and jurisdiction and authority to construct and improve highways in Ada County, Idaho, and in that connection has undertaken the Project.

2.2. In lieu of condemnation and in furtherance of the Project and for the price and on the terms and conditions hereinafter set forth, ACHD desires to purchase the Property from Seller, acquire the rights of access and use of the Easement Area as described in the Easements, and pay for any damages which may accrue to the Remaining Property and/or any eligible business located thereon by reason of its severance from the Property and the construction of the Project, and for the price and on the terms and conditions hereinafter set forth Seller is willing to sell and grant the same to ACHD and settle such damage claims, if any.

SECTION 3. Agreement to Sell and Purchase the Property and Grant Easements. Seller hereby agrees to sell, grant, and convey the Property and grant the rights of access and use of the Easement Area to ACHD, and ACHD hereby agrees to purchase the Property from Seller, subject to the Exceptions to Title, and acquire the rights set forth in the Easements from Seller for the purchase price and on the terms and conditions hereinafter set forth.

SECTION 4. Settlement of Damages to Remaining Property; Release and Survival. The parties agree that the purchase price set forth in Section 5 includes reimbursement for any and all damages which may accrue to the Seller's Remaining Property and/or any eligible business located thereon by reason of: (i) its severance from the Property, (ii) the Easements thereon, and (iii) the construction of the Project on the Property and Easement Areas in the manner

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proposed by ACHD, and that this payment is in full settlement of all claims, demands and causes of action Seller may have against ACHD for such damages. Accordingly, Seller hereby forever releases, discharges and acquits ACHD from any and all actions, causes of action, claims or suits for damages, losses, expenses, attorney's fees and costs of suit which Seller shall have, or which in the future may arise, to the Seller's Remaining Property and/or any eligible business located thereon from or as a result of or by reason of or in connection with: (i) the severance of the Property from the Remaining Property, (ii) the Easements thereon, and (iii) the construction of the Project on the Property and Easement Areas in the manner proposed by ACHD. It is agreed this release will survive the closing under this Agreement.

SECTION 5. Purchase Price; Method of Payment.

5.1. The purchase price to be paid by the ACHD for the Property and for the rights of access and use of the Easement Area set forth in the Easements and for any severance or business damages to the Remaining Property of Seller is **One Hundred and Seventy-One Thousand Five Hundred and Seventy-Nine Dollars and Seventy-Three Cents (\$171,579.73).**

5.2. The purchase price shall be paid by the ACHD through the Closing Agent for the account of Seller on or before the Closing Date, by the deposit with Closing Agent of ACHD's check made payable to the Closing Agent.

SECTION 6. Covenant of Peaceful Possession. ACHD shall be entitled to quiet and peaceful possession of the Property and of the Easement Area as provided in the Easements on and following the date that this Agreement is executed, and upon the following terms and conditions:

- (a) On and after possession, ACHD shall have full and unrestricted authority and right to enter upon the Property and the Easement Area and to make full use of the Property for any lawful purpose, including but not limited to, construction of the Project thereon.
- (b) In the event that the Closing Agent is unable, for any reason, to close on the Closing Date or any date thereafter as provided in Section 7.7 of this Agreement, ACHD shall retain full and unrestricted possession and use of the Property and the Easement Area pending commencement of an action for specific performance and any final order therein or pending commencement of an action for condemnation by ACHD and issuance of an order by the court granting ACHD possession of the Property pursuant to Idaho Code § 7-721.
- (c) Possession of the Property and the Easement Area by ACHD under this Section 6 before the date the Deed is Recorded is intended to give ACHD the right of possession pending closing of the escrow and it does not establish a Landlord-Tenant relationship between Seller and ACHD.

SECTION 7. Closing.

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.

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7.1. The closing under this Agreement and delivery of all cash and all executed instruments and documents contemplated herein shall take place at the offices of the Closing Agent.

7.2. On or before the Closing Date, the Seller shall deposit with the Closing Agent the following instruments and documents, each duly executed, and, where appropriate, acknowledged:

- (a) the Deed;
- (b) the Easements; and
- (c) such other documents as are required to affect the agreements of the Seller herein contained.

7.3. On or before the Closing Date, the ACHD shall deposit with the Closing Agent the following:

- (a) its check made payable to the order of Closing Agent for the amount of the purchase price as the same may be adjusted by Closing Agent's closing accounting reflecting the amount shown by the Closing Agent as necessary to pay ACHD's portion of closing costs and Seller's tax proration; and
- (b) such other instruments and documents as are required to affect the agreements of the ACHD herein contained.

7.4. Before the Closing Date, the Seller and ACHD shall deposit with the Closing Agent the following:

- (a) a true copy of this Agreement, to be executed by Closing Agent; and
- (b) such closing escrow instructions, consistent with this Agreement, as required by the Closing Agent, executed by ACHD, Seller and Closing Agent.

7.5. Closing Agent is authorized and directed by Seller to pay Seller's portion of the closing costs and any payments required under Section 8.1 to remove all exceptions to title to the Property which are not Exceptions to Title and by ACHD to pay ACHD's portion of the closing costs from the funds deposited with the Closing Agent by ACHD under Section 7.3.

7.6. When, on or before the Closing Date, the Closing Agent has received the above-described funds, instruments and documents and obtained the commitment of the title insurance company named in Section 8.1 to issue title insurance in the form described in Section 8.2, it will proceed to close by recording the Deed and obtaining the Owner's Policy of Title Insurance in the form contemplated by Section 8.2. Then the Closing Agent shall deliver its closing accounting, showing the prorations, applications and payments herein agreed to be made by the parties through the Closing Agent (the same having been submitted and approved by the parties prior to commencement of this closing process), and deliver the funds and documents related to this transaction in its possession as follows:

- (a) To the Seller:

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- (1) the closing accounting; and
 - (2) as reflected in the closing accounting, its check for the funds to be paid to Seller on completion of closing.
- (b) To ACHD:
- (1) the recorded Deed;
 - (2) the Easements;
 - (3) the Owner's Policy of Title Insurance;
 - (4) the closing accounting; and
 - (5) as reflected in the closing accounting, its check for the funds, if any, to be paid to ACHD on completion of closing.

7.7. In the event the Closing Agent is unable, for any reason, to close on the Closing Date, it shall immediately notify both parties by both (i) telephone and (ii) mail or fax of the reason. The party causing the delay shall have ten (10) days from the date of the receipt of such notification in which to cure the defect or other concern, and the Closing Date shall be extended accordingly. If the defect or other concern is cured within such period or the party not causing the delay shall waive the same by written notice delivered to the other party and Closing Agent within such period, the Closing Agent shall proceed to close. Otherwise, upon receipt of its fees the Closing Agent shall return all funds and documents in its possession to the party depositing the same and the duties of the Closing Agent shall terminate. This return of the funds and documents by the Closing Agent under this Section 7.7 shall not affect the obligations of the parties under this Agreement, and the party not in default shall have all rights and remedies for default as may be applicable including, without limitation, the remedy of specific performance.

SECTION 8. Title Insurance.

8.1. ACHD, at its sole cost, has already obtained, and made available to Seller, a Commitment for Title Insurance issued by Pioneer Title Company, dated April 24, 2020, Commitment No. 719764 (the "commitment"). The commitment shows title to the Property and the Easement Area in Seller, the Property subject only to the standard general exceptions, the Exceptions to Title and such other exceptions as can be either removed by Seller through the losing process or are acceptable to ACHD under Section 8.2. Seller hereby authorizes the Closing Agent, simultaneously with closing hereunder and at Seller's sole cost and under separate escrow instructions between Seller and Closing Agent, to apply such portions of the purchase price as are necessary to obtain satisfactions and releases of encumbrances, terminations of any leases and the removal of all other exceptions to title shown on the commitment insofar as they relate to the Property.

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8.2. On the Closing Date, the Closing Agent shall cause such title insurance company to issue an Owner's Policy of Title Insurance (upon notice to Closing Agent and Seller, at ACHD's option and at its sole cost and expense, such policy may contain extended coverage endorsements), insuring title to the Property in ACHD in the amount of that portion of the purchase price attributable to the value of the Property (exclusive of damages to the Remaining Property and any business located thereon, payments for the Easements), free and clear of all liens, encumbrances and other exceptions to title except the standard general exceptions, the Exceptions to Title and exceptions shown on the commitment related to the right of units of local government, irrigation, drainage and other public districts and utilities to claim levies and assessments, where no delinquencies appear of record, and any other exceptions to title ACHD has waived by written notice delivered to the Seller and Closing Agent. The premium for this policy of title insurance shall be paid by ACHD.

8.3 Lender's Partial Release. The parties understand that in order to enable the Closing Agent to close the purchase contemplated herein Seller is required to obtain the partial release of the Property from the encumbrance the "Lender" described as a special exception in Schedule B - Section 2 to the Commitment (the "Encumbrance"). ACHD agrees to fully cooperate with Seller in Seller's efforts to obtain such partial release of the Property from the Encumbrance, and if the Lender charges an application fee to process the Seller's request for a partial release ACHD agrees to pay the same on behalf of Seller and, at no charge to Seller, otherwise make available to Lender copies of any appraisals, surveys and other information it may have with respect to the Property in its possession. Provided that the Seller proceeds in good faith to seek to obtain the partial release from the Lender and continues throughout the closing process to seek to obtain the removal of the Encumbrance as an exception to title to the Property, and complies with the terms of the Encumbrance incumbent upon Seller to perform to obtain such release, if the Lender nevertheless fails or neglects to grant the same by the Closing Date, or, prior thereto expressly refuses to grant such partial release, the Closing Agent shall so notify ACHD and Seller. This Agreement shall not thereby be terminated, nor shall Seller be in default hereunder because of Seller's inability to obtain the partial release from Lender by the Closing Date, and ACHD, at its option, on written notice delivered to the Closing Agent and Seller, shall either:

- (a) elect to pursue any and all rights and remedies at law and in equity it may have against the Lender and/or its interest in the Property, including, without limitation, the exercise of its right of eminent domain; or
- (b) notify the Seller and the Closing Agent that it waives the Seller's requirement to obtain such partial release and elects to purchase the Property subject to the Encumbrance.

If ACHD elects to pursue its rights and remedies against Lender (option (a), above), this Agreement shall be and remain in full force and effect, except that the Closing Date shall be extended until a final judgment in such action is entered, or other resolution of the Lender's claim against the Property is obtained. Pending such determination, the Purchase Price shall remain on deposit with the Closing Agent, or the Court if the remedy sought by ACHD against Lender requires such Court deposit. Pending resolution of ACHD's claims against Lender, Seller may cause the Closing Agent, or Court, as applicable, to place the same at interest with a national bank with offices in Ada County, Idaho, and any interest earned thereon shall belong to Seller. Payment of any attorney's fees and costs incurred by ACHD in exercising its rights and remedies against Lender under this election shall be the sole responsibility of ACHD.

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If ACHD elects to purchase the Property subject to the Encumbrance (option (b) above, and subsequently the Lender demands the Purchase Price or any portion thereof from ACHD, Seller agrees to indemnify and hold ACHD harmless from and against any such claims, and associated costs and expenses ACHD may incur in defense thereof, including, without limitation, its reasonable attorney's fees, and costs of suit. This agreement to indemnify shall survive the closing under this Agreement.

SECTION 9. Closing Costs.

9.1. ACHD shall pay the following costs and expenses in connection with the Closing:

- (a) the costs of the recording of the Deed;
- (b) the premium payable for the Owner's Policy of Title Insurance described in Section 8.2; and
- (c) all of the fees of the Closing Agent required to accommodate the terms and provisions of closing under this Agreement, exclusive of those described in Section 9.2(a).

9.2. Seller shall pay the following costs and expenses in connection with the Closing:

- (a) All costs and expenses related to obtaining the removal of all exceptions to Seller's title to the Property which are not Exceptions to Title, and
- (b) Seller's portion of property taxes and assessments determined under Section 10.

SECTION 10. Proration of Property Taxes. Property taxes on the Property for the current year which are a lien but not yet due and payable shall be prorated between ACHD and Seller as of the Closing Date based on the assessed value of the Property and the assessed value of the entire parcel (the Property plus the Remaining Property), without improvements, for the year prior to closing hereunder. The Seller shall pay the Closing Agent the Seller's prorated portion of property taxes. The Closing Agent shall submit the prorated portion to the appropriate county assessor's office.

SECTION 11. Access for Inspection and Indemnification; Possession.

11.1. From and after the date of this Agreement until the date ACHD takes possession of the Property as provided in Section 11.2, Seller extends to ACHD, its Commissioners, employees, contractors and agents, access to the Property and the Easement Area during normal and customary business hours, to inspect, survey, sample and test soils and similar purposes. In exercising this right of access, ACHD will cooperate with Seller so as not to materially interfere with Seller's use of the Property or the Easement Area, or the use of the same by tenants of Seller. ACHD hereby indemnifies and holds Seller harmless from and against any and all loss, injury, death or damage caused by or arising out of the acts or omissions of ACHD, its Commissioners, employees, contractors and agents, in their exercise of this right of access, and any attorney fees and costs that might be incurred by Seller in defending any such claim.

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11.2. ACHD shall be entitled to possession of the Property and to possession of the Easement Area from and after the date that this Agreement is executed, and upon the following terms and conditions:

- (a) On and after possession, ACHD shall have full and unrestricted authority and right to enter upon the Property and the Easement Area and to make full use of the Property for any lawful purpose, including but not limited to, construction of the Project thereon.
- (b) In the event that the Closing Agent is unable, for any reason, to close on the Closing Date or any date thereafter as provided in Section 7.7 of this Agreement, ACHD shall retain full and unrestricted possession and use of the Property and the Easement Area pending commencement of an action for specific performance and any final order therein or pending commencement of an action for condemnation by ACHD and issuance of an order by the court granting ACHD possession of the Property pursuant to Idaho Code § 7-721.
- (c) Possession of the Property and/or the Easement Area by ACHD under this Section 11.2 before the date the Deed is recorded is intended to give ACHD the right of possession pending closing of the escrow and it does not establish a Landlord-Tenant relationship between Seller and ACHD.

SECTION 12. Affirmative Covenants and Warranties; Survival.

12.1. From and after the date of this Agreement until possession of the Property and Easement Area is delivered to ACHD, Seller covenants and agrees that Seller will: (i) refrain from creating or incurring any mortgage, lien, or other encumbrance in any way affecting the Property; (ii) sell or otherwise transfer ownership or possession of the Property or the Easement Area; (iii) not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property or the Easement Area in violation of applicable laws; (iv) not commit any waste or allow any nuisance upon the Property or the Easement Area; (v) maintain and keep the Property and the Easement Area in its present condition; and (vi) observe all laws, ordinances, regulations, and restrictions affecting the Property and its use and the Easement Area and its use.

12.2. Seller warrants that neither Seller, nor, to the knowledge of Seller, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any Hazardous Materials under, in, or about the Property or the Easement Area, or transported any Hazardous Materials to or from the Property or the Easement Area in violation of applicable laws.

12.3. In addition to the obligations required to be performed hereunder by Seller at the closing, Seller agrees to perform such other acts, and to execute, acknowledge, and/or deliver subsequent to the closing such other documents as ACHD may reasonably request in order to effectuate the complete consummation of the transaction contemplated herein.

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12.4. These covenants and warranties by Seller shall not be merged into the Deed and shall survive the closing under this Agreement.

SECTION 13. Remedies for Default. In the event of the failure or neglect by either party in the performance required under this Agreement, the other party shall have all the remedies available under the laws of the State of Idaho for breach of a contract, including the remedy of specific performance.

SECTION 14. Attorneys' Fees. Should either party or the Closing Agent find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, or to resolve any disagreement in interpretation of this Agreement, the unsuccessful party in any final judgment entered therein agrees to reimburse the prevailing party for all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment.

SECTION 15. Notices. Any and all notices required to be given by either of the parties hereto and/or by the Closing Agent shall be in writing and deemed delivered when either (i) delivered personally, or (ii) sent by fax by a program that will confirm fax delivery to the fax telephone number set forth in Section 1 and with a copy by First Class U. S. Mail, postage prepaid, addressed to the other party, and/or the Closing Agent at the address set forth in Section 1, or (iii) deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the other party and/or the Closing Agent at the address set forth in Section 1, or such other fax telephone number or mailing address as may be provided by written notice of such change given to the other in the same manner as above provided.

SECTION 16. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Idaho.

SECTION 17. Incorporation of Attachments & Exhibits. It is agreed that all attachments and exhibits to this Agreement are incorporated by reference and made a part of the terms, provisions, and covenants of this Agreement.

SECTION 18. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors provided no assignment of their respective rights and obligations hereunder shall be made by either party without the written consent of the other.

SECTION 19. Time of Essence. All times provided for in this Agreement or in any other instrument or document incorporated herein or contemplated hereby for the performance of an act will be strictly construed, it being agreed that time is of the essence of this Agreement.

SECTION 20. Entire Agreement; Modification. This Agreement and the Exhibits attached hereto embody and constitute the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended,

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discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

SECTION 21. Warranty of Authority to Execute.

21.1. The person(s) executing this Agreement on behalf of ACHD represent(s) and warrant(s) due authorization to do so on behalf of ACHD, and that upon execution of this Agreement on behalf of ACHD, the same is binding upon, and shall inure to the benefit of, ACHD.

21.2. If Seller is not a natural person, the person(s) executing the Agreement on behalf of Seller represent(s) and warrant(s) due authorization to do so on behalf of Seller, and that upon execution of this Agreement on behalf of Seller, the same is binding upon, and shall inure to the benefit, of Seller.

SECTION 22. Counterparts. This Agreement shall be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month, and year first above written.

SELLER: NORTH STAR CHARTER SCHOOL, INC

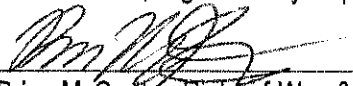

By: Bryan Wheeler
Its: School board chairman

By: _____
Its: _____

ADA COUNTY HIGHWAY DISTRICT:


Renee Jayo, Sr. Right-of-Way Agent


David Serdar, Right-of-Way Supervisor


Brian McCarthy, Right-of-Way & Project Management Manager

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.

Project Name: Linder Rd & Floating Feather Rd
Project: 520033.001
Name: North Star Charter School, Inc
R/W Parcel No: 18
4N1W11
APN: S0411142260

CLOSING AGENT AGREEMENT

Closing Agent hereby accepts the provisions of this Agreement which relate to closing the sale and purchase herein contemplated as set forth in Sections 3, 5, 7, 8, 9, 10 and 15 and hereby agrees to perform its responsibilities thereunder, and ACHD agrees to pay its fees for such services. After closing, Closing Agent agrees to deliver to each of the parties a copy of all the documents.

Dated this _____ day of _____, 202____.

CLOSING AGENT

By: _____

Title: _____

Enclosures as Stated:

Compensation Summary
Sale and Purchase Agreement
Warranty Deed
Permanent Easement
Temporary Construction Easement

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