

DRYWELL EASEMENT

THIS EASEMENT executed this 7th day of JUNE, 2000, by and between LATHAM WILLIAMS and SUZANNE WILLIAMS, hereinafter referred to as Grantors, and the City of Ketchum, a municipal corporation, Blaine County, Idaho, hereinafter referred to as Grantee;

WHEREAS, the Grantors own property described as Block 82, Lots 3, 21, and the West Fraction of Lot 22 of the Original Ketchum Townsite, and in consideration of the mutual covenants and promises set forth herein;

WITNESSETH:

1. The Grantors hereby grant to the Grantee forever an unobstructed easement for the construction of a drywell and catch basin on, over, across and under the real property depicted on the attached Exhibit "A". This permanent easement includes all necessary access for the Grantee, its employees and agents to do any and all repair and maintenance on this drywell and catch basin. It is anticipated that routine maintenance on the drywell will occur once a year.


2. The Grantee will construct the drywell and catch basin at its own expense. The catch basin and drywell will intercept runoff from the existing onsite parking lot on the West Fraction of Lot 22 and connect to a catch basin located in a gutter to be constructed along State Highway 75 adjacent to the existing driveway accessing the West Fraction of Lot 22. As shown on Exhibit "A" the proposed design allows for a 40 foot curb cut in the same location as the existing driveway accessing the West Fraction of Lot 22. The Grantee will construct all of the improvements described herein at its own expense.

Instrument # 440075
HAILEY BLAINE, IDAHO
2000-06-09 04:53:00 No. of Pages: 4
Recorded for : CITY OF KETCHUM
MARSHA RIEMANN Fee: 12.00
Ex-Officio Recorder Deputy
Index to: EASEMENTS


3. It is expressly understood and agreed by and between the parties hereto that the Grantee will provide for the timely completion of the work herein described and restore the premises used thereof to a condition comparable with that existing prior to exercising this easement; that in making future repairs the Grantee will expeditiously replace and restore the premises to a condition comparable to that existent prior to undertaking such repairs and replacement.

This easement shall bind in perpetuity the heirs, personal representatives and assigns of the parties hereto.

Grantors:



Latham Williams



Suzanne Williams

