

## USE RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the POST FALLS HIGHWAY DISTRICT, Post Falls, Idaho, State of Idaho, hereinafter sometimes referred to as HIGHWAY DISTRICT, and \_\_\_\_\_, hereinafter sometimes referred to as PERMITEE.

WHEREAS, the Highway District finds that it has no immediate need for the property, which is the subject of this agreement;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

### I. GRANT OF PERMIT, DESCRIPTION OF PREMISES

The POST FALLS HIGHWAY DISTRICT hereby grants \_\_\_\_\_, the right, permit and privilege to use \_\_\_\_\_ (hereinafter THE IMPROVEMENTS), on a portion of the right-of-way adjacent to the property located at \_\_\_\_\_, and more particularly shown in Exhibit "A", which is attached hereto and incorporated herein, subject to all terms and conditions contained herein. Permittee shall make no permanent improvements thereon. All disturbed asphalt and/or gravel surfaces shall be repaired by the Grantee.

### II. MAINTENANCE

PERMITEE shall maintain the property in good condition and repair, keeping it free from garbage, paper, and other debris, keeping the grass, weeds, and bushes thereon cut and trimmed so that the same shall not become unsightly or a fire hazard.

PERMITEE acknowledges and accepts responsibility for repair of improvements due to damage from snow plowing or other road and utility maintenance activities.

### III. PERSONAL PERMITEE ONLY

It is agreed between the HIGHWAY DISTRICT and PERMITEE that this PERMIT is personal to \_\_\_\_\_ and shall not inure to the successors or assigns of the PERMITEE. No assignment of this Permit or any interest therein and no sub-permit for any purpose shall be made or granted by PERMITEE without the prior written consent of the POST FALLS HIGHWAY DISTRICT.

### IV. INDEMNIFICATION OF HIGHWAY DISTRICT

PERMITEE shall indemnify and hold harmless the HIGHWAY DISTRICT for any and all liability and damages for personal injuries, property damage or for loss of life or property resulting from, or in any way connected with, the condition or the use of the premises covered by this permit, or any means of ingress thereto or egress therefrom, except liability for personal injuries, property damages or loss of life or property caused solely by the negligence or other fault of the HIGHWAY DISTRICT.

### V. INSURANCE

PERMITEE agrees to incorporate the permitted premises into the lands covered by its general liability insurance policy and to provide the HIGHWAY DISTRICT with proof of such coverage upon request. Coverage shall name the POST FALLS HIGHWAY DISTRICT as an additional insured and shall be maintained in a coverage

amount no less than \$500,000/occurrence. PERMITEE'S insurer shall notify the HIGHWAY DISTRICT of a change in coverage at least 30 days before the coverage change is effective.

**VI. REMOVAL OF IMPROVEMENTS**

In the event the POST FALLS HIGHWAY DISTRICT or any utility company or other franchise shall require the removal of THE IMPROVEMENTS over said right-of-way, the PERMITEE shall remove and replace said IMPROVEMENTS at PERMITEE'S sole expense.

The HIGHWAY DISTRICT retains the right to require removal of any improvement for any reason. After thirty (30) days written notice, or immediately upon oral notice in the event of an emergency, from the HIGHWAY DISTRICT to PERMITEE to remove THE IMPROVEMENTS from the property, for such purpose and PERMITEE'S failure to remove the same as herein provided, the HIGHWAY DISTRICT or other utility company requesting removal may remove the same and PERMITEE shall pay the cost of such removal to the extent that additional costs are the result of the improvement of the permit premises by PERMITEE. The PERMITEE further acknowledges that the improvements will be removed upon receipt of an order by the HIGHWAY DISTRICT in order to accommodate street, sidewalk, or utility improvements, or other public purpose as determined in the HIGHWAY DISTRICT'S sole discretion.

**VII. TERMINATION**

The PERMITEE may terminate this Agreement at any time by giving written notice to the HIGHWAY DISTRICT specifying the date of termination.

The HIGHWAY DISTRICT may terminate this Agreement, at the HIGHWAY DISTRICT'S sole discretion or if PERMITEE violates any term of this Agreement, by giving written notice to the PERMITEE specifying the date of termination. Upon termination PERMITEE may be required to promptly remove the IMPROVEMENTS and to restore the property to its prior condition. Upon failure to do so, the HIGHWAY DISTRICT may restore the property and the PERMITEE shall be responsible for such costs.

\_\_\_\_\_  
APPLICANT/ PERMITEE

STATE OF IDAHO        )  
                                  ) ss  
County of Kootenai    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed same.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

POST FALLS HIGHWAY DISTRICT:

\_\_\_\_\_  
Chairman /Commissioner

STATE OF IDAHO     )  
                                  ) ss  
County of Kootenai    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_ known to me to be respectively, the \_\_\_\_\_ of the Post Falls Highway District and whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same on behalf of the Post Falls Highway District.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_