

**TEMPORARY CONSTRUCTION EASEMENT
AND HOLD HARMLESS AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT made and entered into this _____ day of _____ 20____, between _____, party of the first and the City of Richmond Heights, Missouri, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and No/100 (\$1.00) paid by the said party of the second part, and other consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents, grant unto the party of the second part, its agents, contractors, subcontractors and assigns, TO HAVE AND TO HOLD, a temporary easement to engage in construction activity in and upon the premises at _____, situated in the County of Saint Louis and State of Missouri.

This Temporary Construction Easement is granted for the purpose of making cuts, fills and sloping embankment, constructing drives, sidewalks, providing working room and other related construction activity until such time as the sewer lateral repairs may be completed. The parties agree that the City may reroute the sewer lateral line on other areas of the property in order to avoid structures such as sheds, garages or anything else. Upon such project completion this easement shall terminate.

The parties agree that the City's responsibility is limited to excavation, repair and/or replacement of the sewer lateral pipe and that the property owner is responsible for restoring any grass, ground cover or landscaping. The City also agrees to replace sidewalks, driveways or streets that are removed to make the sewer lateral repair.

The Party of the first part does hereby covenant to the City that he or she is lawfully seized and possessed of the real estate above described and has full authority to grant this easement.

HOLD HARMLESS AGREEMENT

The parties hereto additionally recognize that the sewer lateral repair is in close proximity to structures on the property and that the sewer lateral repair may cause temporary or permanent damage to nearby structures. For an additional consideration of One Dollar and other consideration, the receipt and sufficiency of which is acknowledged, the undersigned agrees to indemnify, defend and hold the City of Richmond Heights, its agents, contractors and subcontractors harmless from an claims related to damages to structures on the property herein described, including but not limited to any claims of or related to negligence.

IN WITNESS WHEREOF, the said party of the first part has executed these presents the day and year first above written.

Homeowner Signature

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

My term expires: _____

Notary Public