ESMT-2022-0179 Impressive East Ridge No. 3 Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 9th day of August 20 22 between G20 LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-ofway across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said pipelines from time to time by the Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor, and other good and valuable consideration, the Grantor does hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of sanitary sewer and water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of sanitary sewer and water mains and their allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, it's successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

THE GRANTOR covenants and agrees with the Grantee that should any part of the rightof-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR:

STATE C	OF IDA	HO)										
) :	SS									
County of	f Ada)										
									- 11	24.00		
Tl	his re	cord	was	acknowl	edged	before	me	on	2-11-0	2000A	(date)	by
	Jim	Conge	<u>'</u>	_ (name	of indi	vidual),	comple	te the	follow	ing if si	igning i	n a
re	present	alive c	apacity	, or stri	ke the fo	llowing	if signi	ng in	an indi	vidual c	apacity]	on
be	ehalf of	G_2	20 LLC		(name of	entity	on be	half of	whom	record	was
ex	(ecuted	, in the	follow	ing repr	esentativ	e capaci	ty:	Mem	ber		(type

Notary Signature My Commission Expires: 5.

of authority such as officer or trustee)

GRANTEE: CITY OF MERIDIAN
Robert E. Simison, Mayor 8-9-2022
Attest by Chris Johnson, City Clerk 8-9-2022
STATE OF IDAHO,) : ss. County of Ada)
This record was acknowledged before me on 8-9-2022 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, i their capacities as Mayor and City Clerk, respectively.
Notary Signature My Commission Expires:



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105 2030 S. Washington Ave., Emmett, ID 83617

Sewer and Water Easement No. 1 Description

BASIS OF BEARINGS for this description is N. 89°59′28″ W. between the 5/8″ rebar illegible cap marking the E1/16 corner common to Sections 32 and 5, and the brass cap marking the S1/4 corner of Section 32, both in T. 3 N., R. 1 E., B.M., Ada County, Idaho.

An easement located in the SW1/4 of the SE1/4 of Section 32, T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a 5/8" rebar with illegible cap marking the E1/16 corner of said Section 32;

Thence N. 39°44'36" W., 763.02 feet to the POINT OF BEGINNING;

Thence N. 89°59'28" W., 30.00 feet;

Thence N. 0°00'32' E., 152.00 feet to the beginning of a curve to the left with a radius of 27.00 feet;

Thence 42.41 feet along the arc of said curve, with a central angle of 90°00′00″, subtended by a chord bearing N. 44°59′28″ W., 38.18 feet;

Thence N. 89°59'28" W., 450.60 feet;

Thence N. 0°00'32" E., 30.00 feet;

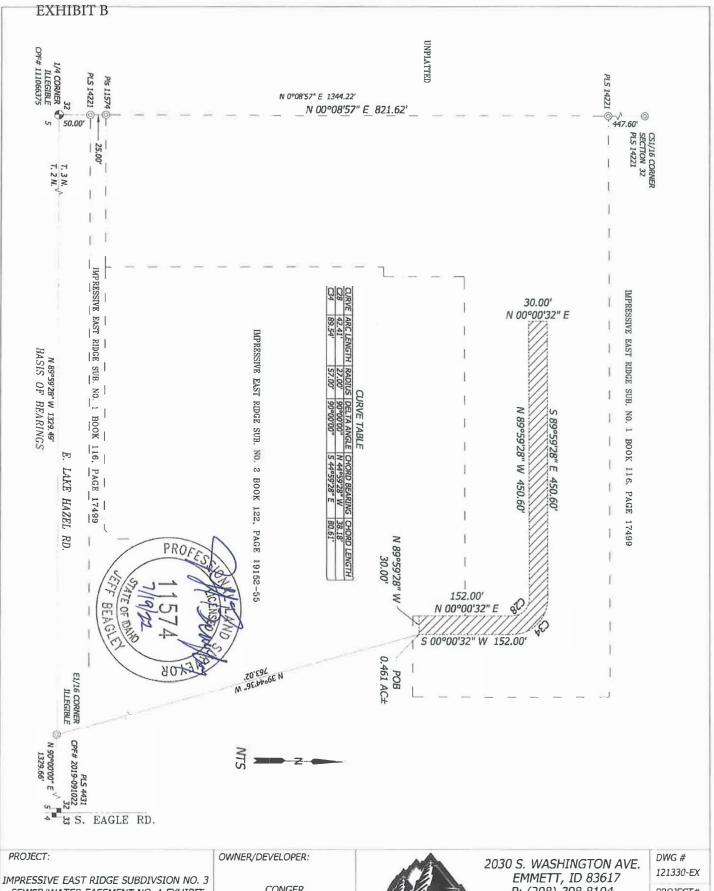
Thence S. 89°59′28″ E., 450.60 feet to the beginning of a curve to the right with a radius of 57.00 feet;

Thence 89.54 feet along the arc of said curve, with a central angle of 90°00′00″, subtended by a chord bearing S. 44°59′28″ E., 80.61 feet;

Thence S. 0°00′32″ W., 152.00 feet to the **POINT OF BEGINNING**.

The above described easement contains 0.461 acres, more or less.





SEWER/WATER EASEMENT NO. 1 EXHIBIT SW1/4 OF THE SE1/4

SECTION 32, T. 3 N., R. 1 E., B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO **CONGER**

DATE: 7/2022



P: (208) 398-8104 F: (208) 398-8105

Land Surveying, LLC WWW.SAWTOOTHLS.COM

PROJECT# 121330 SHEET

1 OF 1