

ESMT-2022-0208 Fairview Row Townhomes  
Sanitary Sewer Easement No. 1

### SANITARY SEWER EASEMENT

THIS Easement Agreement, made this 9th day of August, 2022 between Cottonwood Enterprises LLC (“Grantor”), and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

WHEREAS, the sanitary sewer 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 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 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.

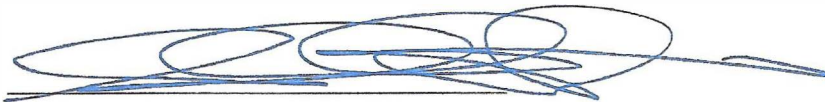
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or 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:

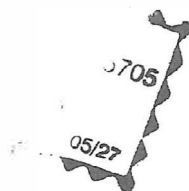


STATE OF IDAHO )  
  ) ss  
County of Ada     )

This record was acknowledged before me on 6/21/22 (date) by Steven Martinez  
(name of individual), [complete the following if signing in a representative capacity, or strike  
the following if signing in an individual capacity] on behalf of Cottonwood Enterprises LLC  
(name of entity on behalf of whom record was executed), in the following representative  
capacity: Member (type of authority such as officer or trustee)

(stamp)

Linda K. Newell  
Notary Signature  
My Commission Expires: 6/5/27



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, in their capacities as Mayor and City Clerk, respectively.

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires: \_\_\_\_\_



Sawtooth Land Surveying, LLC

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

FAIRVIEW ROW TOWNHOMES  
Meridian Utility Easement Description

EXHIBIT A

**BASIS OF BEARING** for this description is N. 89°58'49" E., between a brass cap marking the northwest corner of Section 8 and an aluminum cap marking the N1/4 corner of Section 8, both in T. 3 N., R. 1 E., B.M., Ada County, Idaho.

A 29.50-foot utility easement for the City of Meridian, located in the NW1/4 of Section 8, T 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho more particularly described as follows:

**COMMENCING** at a brass cap marking the northwest corner of Section 8;

Thence N. 89°58'49" E., coincident with the north line of the NW1/4 of said Section 8, a distance of 1491.57 feet;

Thence leaving said north line, S. 0°29'54" W., 51.89 feet to a 5/8" rebar with cap PLS 11574 on the southerly right of way of E. Fairview Ave. and the **POINT OF BEGINNING**;

Thence S. 89°30'25" E., coincident with said southerly right of way, 29.50 feet;

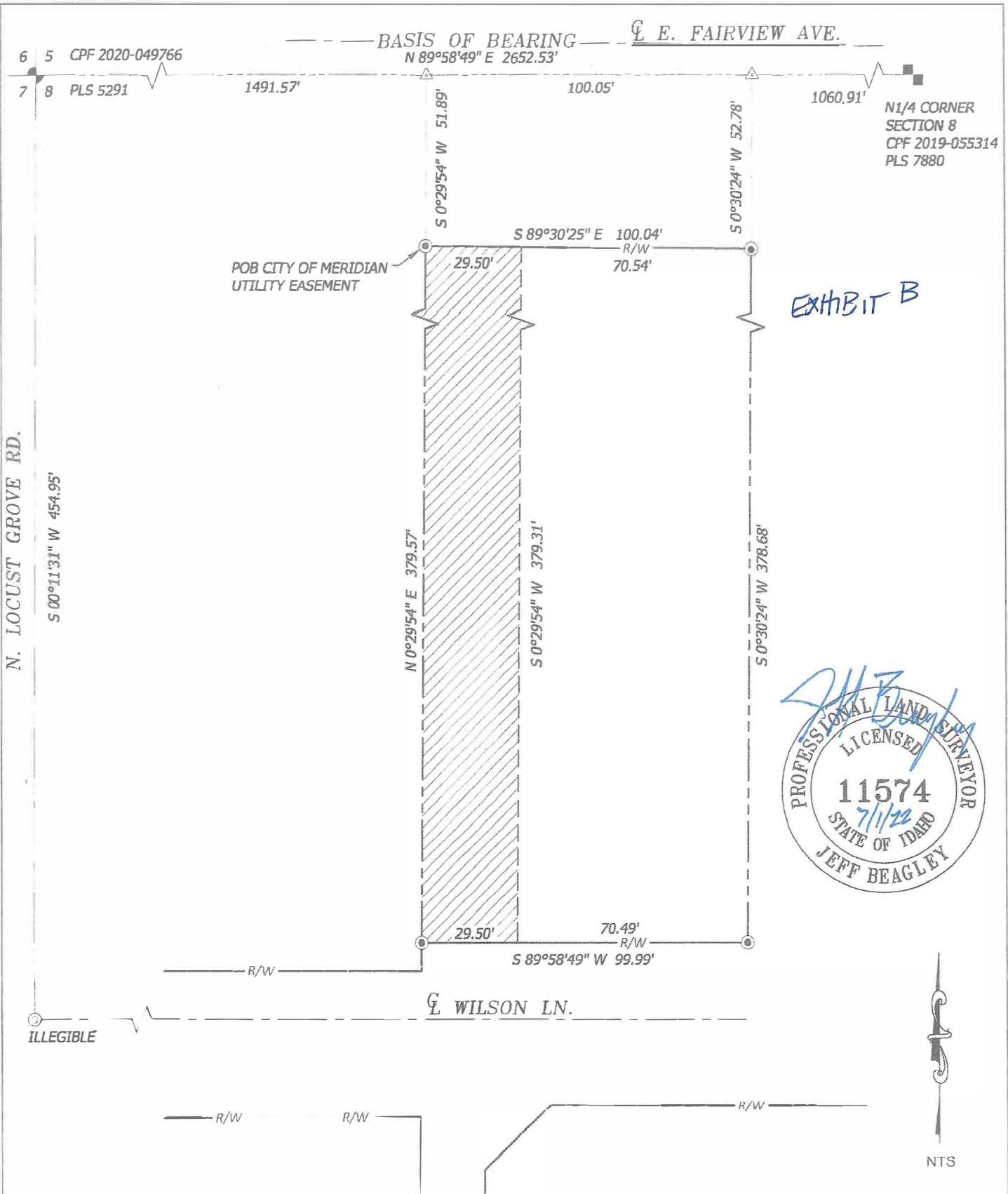
Thence S. 0°29'54" W., 379.31 feet to the northerly right of way of Wilson Lane;

Thence S. 89°58'49" W., 29.50 feet to a 5/8" rebar with cap PLS 11574;

Thence N. 0°29'54" E., 379.57 feet to the **POINT OF BEGINNING**.

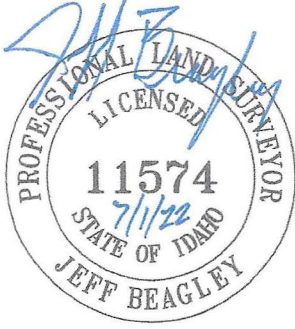
The above described easement contains 0.257 acres or 11,194 square feet more or less.





N1/4 CORNER  
SECTION 8  
CPF 2019-055314  
PLS 7880

EXHIBIT B



PROJECT:  
FAIRVIEW ROW TOWNHOMES  
UTILITY EASEMENT EXHIBIT  
NW1/4, SECTION 8, T. 3 N., R. 1 E., B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO

OWNER/DEVELOPER:  
TRADEWINDS GENERAL  
CONTRACTING  
DATE: 07/2022

2030 S. WASHINGTON AVE.  
EMMETT, ID 83617  
P: (208) 398-8104  
F: (208) 398-8105  
**SAWTOOTH**  
Land Surveying, LLC  
WWW.SAWTOOTHLS.COM

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