ESMT-2022-0251 Records Apartments Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this <u>15th</u> day of November, 2022 between <u>CarMax Auto Superstores, Inc.</u> ("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.

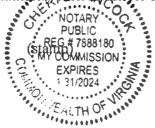
THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

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 OF IDAHO) SS County of Ada)

This record was acknowledged before me on <u>Consert 42022(date)</u> by <u>K. Douglass Moyers</u> (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 <u>CarMax Auto Superstores, Inc.</u> (name of entity on behalf of whom record was executed), in the following representative capacity: <u>Vice President, Real Estate</u> (type of authority, such an of for trustee)



Notary Signature My Commission Expires:

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 11-15-2022

Attest by Chris Johnson, City Clerk 11-15-2022

STATE OF IDAHO,) : ss. County of Ada)

> This record was acknowledged before me on $\frac{11-15-2022}{}$ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

> > Notary Signature 3-28-2028 My Commission Expires:



September 14, 2022 Project No. 115064

Exhibit "A"

CARMAX AUTO UTILITY EASEMENT DESCRIPTION

An easement located in the Southeast One Quarter of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the South One Quarter Corner of Section 4 of said Township 3 North, Range 1 East, (from which point the Southwest Corner of said Section 4 bears North 89°46'17" West, 2659.51 feet distant); Thence North 00°09"04" East, a distance of 55.26 feet on the north-south mid-section line of said Section 4 to a point on the Northerly Right-of-Way line of East Fairview Avenue;

Thence continuing North 00°09'04" East, a distance of 250.71 feet on the north-south mid-section line of said Section 4 to the POINT OF BEGINNING;

Thence North 00°09'04" East, a distance of 486.26 feet on the said north-south mid-section line to a point on the southerly right of way line of East Elden Gary Street;

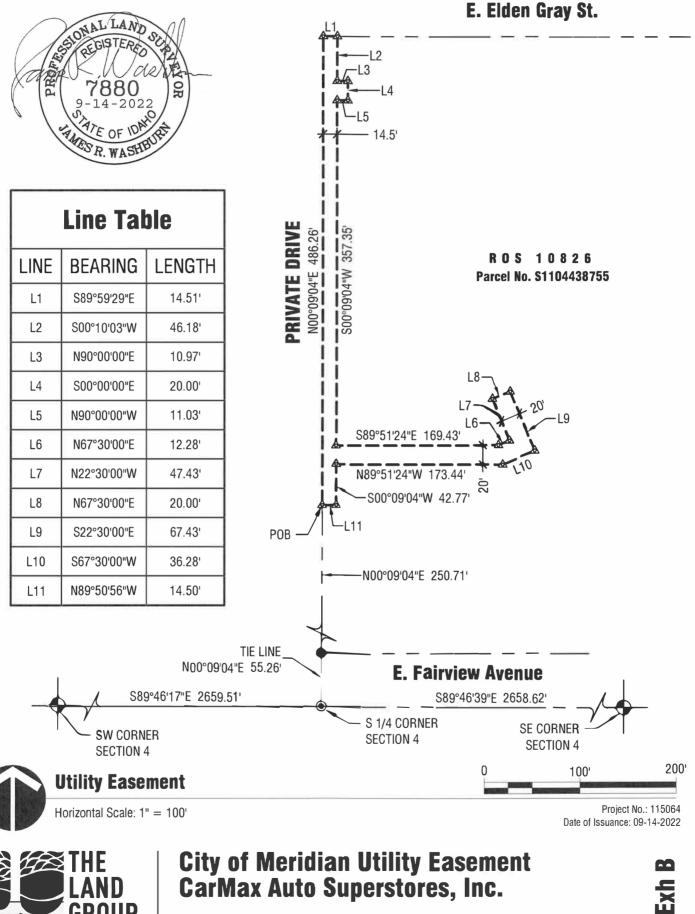
Thence South 89°59'29" East, a distance of 14.51 feet on the right of way line of East Elden Gary Street;

Thence South 00°10'03" West, a distance of 46.18 feet; Thence North 90°00'00" East, a distance of 10.97 feet; Thence South 00°00'00" East, a distance of 20.00 feet; Thence North 90°00'00" West, a distance of 11.03 feet; Thence South 00°09'04" West, a distance of 357.35 feet; Thence South 89°51'24" East, a distance of 169.43 feet; Thence North 67°30'00" East, a distance of 12.28 feet; Thence North 67°30'00" East, a distance of 47.43 feet; Thence North 67°30'00" East, a distance of 67.43 feet; Thence South 67°30'00" East, a distance of 67.43 feet; Thence South 67°30'00" West, a distance of 36.28 feet; Thence South 67°30'00" West, a distance of 173.44 feet; Thence North 89°51'24" West, a distance of 42.77 feet; Thence North 89°50'56" West, a distance of 14.50 feet to the POINT OF BEGINNING.

PREPARED BY: THE LAND GROUP, INC.



James R. Washburn





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