

ESMT-2022-0253 Summertown
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 15th day of November 20 22 between Summertown 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-of-way 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, its 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 10/5/22 (date) by Shannon Robnett (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 Summertown, 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)



Notary Signature _____
My Commission Expires: 07/09/2025

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 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
My Commission Expires: 3-28-2028



DESCRIPTION FOR

SUMMERTOWN SUBDIVISION City of Meridian Sewer and Water Easement

A portion of Government Lot 2 of Section 1, T.3N., R.1W., Boise Meridian, City of Middleton, County of Ada, State of Idaho, being more particularly described as follows:

Commencing at the N1/4 corner of said Section 1 from which the NE corner of said Section 1 bears South 89°46'48" East, 2662.22 feet;

thence along the North boundary line of said Section 1 South 89°46'48" East, 637.68 feet;

thence leaving said North boundary line South 00°23'17" West, 144.03 feet; to the **REAL POINT OF BEGINNING**;

thence continuing South 00°23'17" West, 194.00 feet;

thence South 00°19'50" East, 504.74 feet;

thence North 89°47'48" West, 32.01 feet;

thence North 00°19'50" West, 26.57 feet;

thence North 07°48'36" East, 24.72 feet;

thence North 89°47'48" West, 453.08 feet;

thence North 00°20'42" West, 57.81 feet;

thence North 89°39'18" East, 29.99 feet;

thence North 00°20'42" West, 284.39 feet;

thence North 89°40'10" East, 369.89 feet;

thence South 49°44'28" East, 12.11 feet;

thence North 40°15'32" East, 22.89 feet;

thence North 89°40'10" East, 10.02 feet;

thence South 49°44'28" East, 22.59 feet;

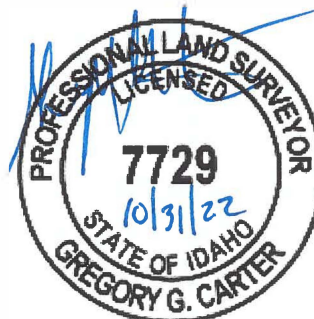
thence South 00°19'50" East, 18.29 feet;

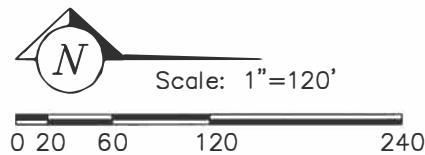
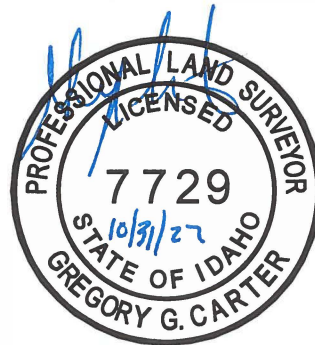
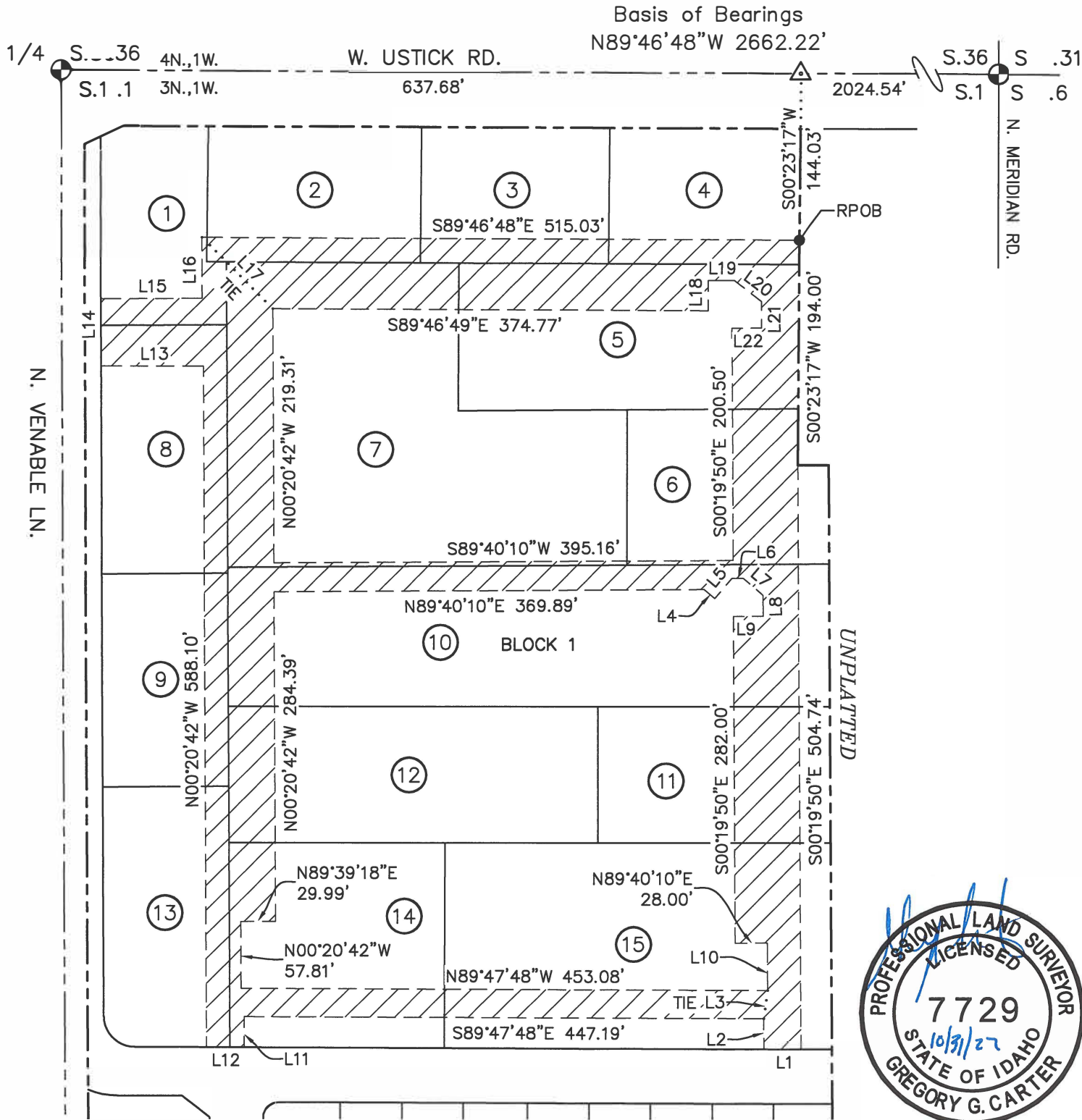
thence South 89°40'04" West, 26.00 feet;

thence South 00°19'50" East, 282.00 feet;


thence North 89°40'10" East, 28.00 feet;

thence South 00°19'50" East, 40.93 feet;
thence South 07°48'36" West, 24.72 feet;
thence North 89°47'48" West, 447.19 feet;
thence South 00°00'00" East, 26.57 feet;
thence North 89°47'48" West, 32.24 feet;
thence North 00°20'42" West, 588.10 feet;
thence South 90°00'00" West, 87.69 feet;
thence North 00°19'50" West, 57.95 feet;
thence North 89°40'10" East, 86.84 feet;
thence North 00°19'50" West, 52.36 feet;
thence South 44°58'41" East, 86.57 feet;
thence South 89°46'49" East, 374.77 feet;
thence North 00°19'08" East, 26.00 feet;
thence South 89°46'48" East, 22.44 feet;
thence South 53°02'59" East, 29.83 feet;
thence South 00°19'50" East, 22.93 feet;
thence South 89°40'10" West, 26.00 feet;
thence South 00°19'50" East, 200.50 feet;
thence South 89°40'10" West, 395.16 feet;
thence North 00°20'42" West, 219.31 feet;
thence North 44°58'41" West, 86.57 feet to the exterior boundary line;
thence South 89°46'48" East, 515.03 feet to the **REAL POINT OF BEGINNING.**





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 <p>IDAHO SURVEY GROUP, LLC</p> <p>9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570</p>	<p>Exhibit ____ Drawing for City of Meridian Sewer and Water Easement Summertown Subdivision</p>	<p>Job No. 21-579</p> <p>Sheet No. 1</p>
	<p>LOCATED IN GOVERNMENT LOT 2 OF SECTION 1, T.3N., R.1W., B.M., ADA COUNTY, IDAHO</p>	<p>Dwg. Date 10/31/2022</p>

Line Table		
Line	Bearing	Length
L1	N89°47'48"W	32.01'
L2	N00°19'50"W	26.57'
L3	N07°48'36"E	24.72'
L4	S49°44'28"E	12.11'
L5	N40°15'32"E	22.89'
L6	N89°40'10"E	10.02'
L7	S49°44'28"E	22.59'
L8	S00°19'50"E	18.29'
L9	S89°40'04"W	26.00'
L10	S00°19'50"E	40.93'
L11	S00°00'00"E	26.57'

Line Table		
Line	Bearing	Length
L12	N89°47'48"W	32.24'
L13	N90°00'00"E	87.69'
L14	N00°19'50"W	57.95'
L15	N89°40'10"E	86.84'
L16	N00°19'50"W	52.36'
L17	S44°58'41"E	86.57'
L18	N00°19'08"E	26.00'
L19	S89°46'48"E	22.44'
L20	S53°02'59"E	29.83'
L21	S00°19'50"E	22.93'
L22	S89°40'10"W	26.00'



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 IDAHO SURVEY GROUP, LLC <small>9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570</small>	Exhibit ____ Drawing for City of Meridian Sewer and Water Easement Summertown Subdivision LOCATED IN GOVERNMENT LOT 2 OF SECTION 1, T.3N., R.1W., B.M., ADA COUNTY, IDAHO	Job No. 21-579
		Sheet No. 2 Dwg. Date 10/31/2022