

ESMT-2022-0203 Horse Meadows
Sanitary Sewer and Water Main
Easement No. 2

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of _____ 20__ between
Black cat 30, 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, 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:

Mechal Carouba manager

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on _____ (date) by _____ (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 _____ (name of entity on behalf of whom record was executed), in the following representative capacity: _____ (type of authority such as officer or trustee)

(stamp)

Notary Signature
My Commission Expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

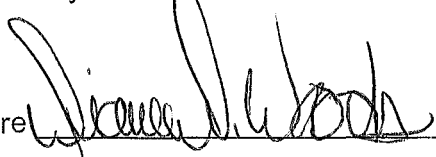
State of California
County of San Joaquin)

On July 5, 2022 before me, Diane D. Woods, a notary public
(insert name and title of the officer)

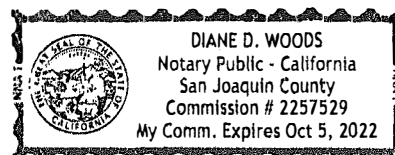
personally appeared Michael Caruba
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on _____(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:_____



DAVID EVANS
AND ASSOCIATES, INC.

**SEWER & WATER EASEMENT
DESCRIPTION
EXHIBIT "A"**

The following Describes a Parcel of Land for the Purpose of an Emergency Access Easement being a Portion of County Tax Parcel No. S1210325501 located at 710 North Black Cat Road lying in a portion of the NW 1/4 SW 1/4 of Section 10, Township 3 North, Range 1 West, Boise Meridian, Ada County Idaho being more particularly described as follows:

COMMENCING at the West 1/4 Corner of said Section 10 which is being Monumented with a found Brass Cap; From which, the Southwest Corner of said Section 10 bears, South 00°25'34" West, 2653.03 feet which is being Monumented with a found Aluminum Cap; Thence along the Westerly Boundary Line of the NW 1/4 of said Section 10, South 00°25'34" West, 422.03 feet to a point; Thence leaving said Westerly Boundary Line, South 89°34'50" East, 38.00 feet to the Easterly Right of Way Line of North Black Cat Road, the **POINT OF BEGINNING**:

Thence along the Easterly Right of Way Line of North Black Cat Road, North 00°25'34" East, 30.00 feet to a point;

Thence leaving said Right of Way Line, South 89°34'50" East, 414.14 feet to a point;

Thence, South 84°33'47" East, 73.23 feet to a point;

Thence, South 00°25'34" West, 23.60 feet to a point;

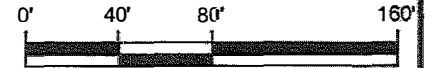
Thence, North 89°34'50" West, 487.09 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 0.33 Acres (14,380 Sq. Ft.), more or less.



SEWER & WATER EASEMENT EXHIBIT "B"

LOCATED IN A PORTION OF THE NW 1/4 SW 1/4 OF SECTION 10,
TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO
2022



West 1/4
Corner
Section 10

W. Pine Ave. (Public)

N. Black Cat Rd. (Public)
BASIS OF BEARING:
N00°25'34"E 2653.03'

422.03'

2231.01'

R/W

Point of
Beginning

N89°34'50"W 487.09'

S89°34'50"E 414.14'

Black Cat 30 LLC
710 N. Black Cat Rd
Tax Parcel No. JS1210325501

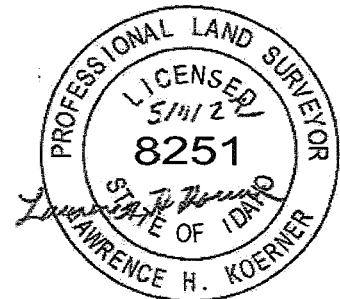
L2 L3 L4

LEGEND

- Boundary Line
- Section Line
- Proposed Lot Lines
- Existing R/W Line
- Fnd Brass Cap
- Fnd Aluminum Cap
- Calculated Point

LINE TABLE

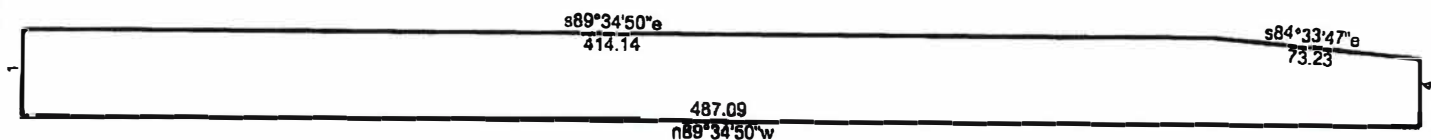
LINE	BEARING	DISTANCE
L1	S89°34'50"E	38.00'
L2	N00°25'34"E	30.00'
L3	S84°33'47"E	73.23'
L4	S00°25'34"W	23.60'



**DAVID EVANS
AND ASSOCIATES INC.**

9179 W. BLACK EAGLE DR.
Boise Idaho
Phone: 208-585-5858

11 10 W. Franklin Rd. (Public)
16 15



SEWER & WATER EASEMENT

5/11/2022

Scale: 1 inch= 64 feet

File: Sewer and Water Easement.ndp

Tract 1: 0.3301 Acres (14380 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/218769), Perimeter=1028 ft.

- 01 n00.2534e 30
- 02 s89.3450e 414.14
- 03 s84.3347e 73.23
- 04 s00.2534w 23.6
- 05 n89.3450w 487.09