

ESMT-2021-0115 Detached Baron Black Cat
Sanitary Sewer Easement No. 1

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this 19th day of October, 20 21 between BLACK CAT APTS 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.

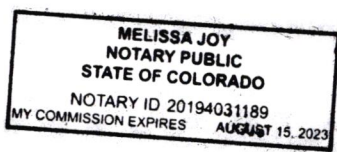
GRANTOR:



STATE OF ~~IDAHO~~)
 Colorado) ss
County of ~~Ada~~)
 Denver

This record was acknowledged before me on October 4, 2021 (date) by J. Jeffrey Riggs (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 Black Cat Apts LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

(stamp)




Notary Signature
My Commission Expires: August 15, 2023

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 10-19-2021

Attest by Chris Johnson, City Clerk 10-19-2021

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 10-19-2021 (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: 3-28-2021

EXHIBIT A

**DESCRIPTION FOR
DETACHED BARON BLACK CAT SUBDIVISION
CITY OF MERIDIAN SEWER EASEMENT**

A portion of the SW 1/4 of the SW 1/4 of Section 22, T.4N., R.1W., B.M., City of Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the SW corner of said Section 22 from which the S1/4 corner of said Section 22 bears South 89°17'18" East, 2647.24 feet;

thence North 09°13'51" East, 307.94 feet to the **REAL POINT OF BEGINNING**;

thence North 03°00'34" West, 20.79 feet;

thence North 71°06'35" East, 10.71 feet;

thence South 80°13'04" East, 54.85 feet;

thence North 21°44'37" East, 100.43 feet;

thence North 01°01'18" West, 163.75 feet;

thence North 06°14'34" East, 60.58 feet;

thence South 83°45'26" East, 74.24 feet;

thence North 06°14'34" East, 72.46 feet;

thence North 27°41'38" East, 164.10 feet;

thence South 62°18'22" East, 20.00 feet;

thence South 27°41'38" West, 160.31 feet;

thence South 06°14'34" West, 68.67 feet;

thence South 83°45'26" East, 134.31 feet;

thence South 73°34'40" East, 148.56 feet;

thence North 16°25'20" East, 176.79 feet;

thence South 73°34'40" East, 20.00 feet;

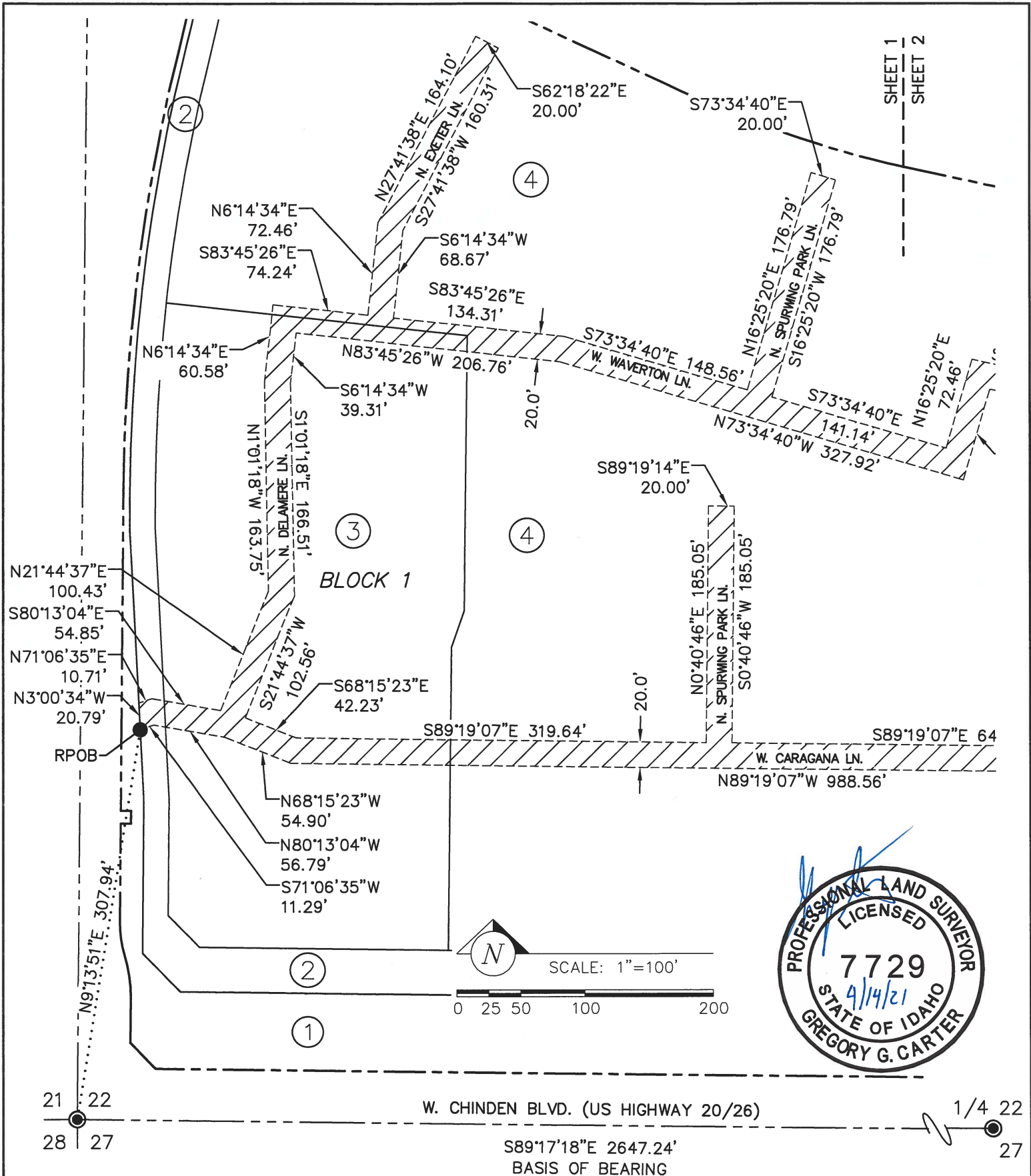
thence South 16°25'20" West, 176.79 feet;

thence South 73°34'40" East, 141.14 feet;

thence North 16°25'20" East, 72.46 feet;
thence South 77°41'24" East, 219.11 feet;
thence South 83°08'43" East, 113.24 feet;
thence South 89°29'11" East, 127.31 feet;
thence North 00°30'49" East, 100.62 feet;
thence South 89°29'11" East, 20.00 feet;
thence South 00°30'49" West, 120.62 feet;
thence North 89°29'11" West, 148.42 feet;
thence North 83°08'43" West, 115.30 feet;
thence North 77°41'24" West, 201.45 feet;
thence South 16°25'20" West, 73.85 feet;
thence North 73°34'40" West, 327.92 feet;
thence North 83°45'26" West, 206.76 feet;
thence South 06°14'34" West, 39.31 feet;
thence South 01°01'18" East, 166.51 feet;
thence South 21°44'37" West, 102.56 feet;
thence South 68°15'23" East, 42.23 feet;
thence South 89°19'07" East, 319.64 feet;
thence North 00°40'46" East, 185.05 feet;
thence South 89°19'14" East, 20.00 feet;
thence South 00°40'46" West, 185.05 feet;
thence South 89°19'07" East, 645.15 feet;
thence North 00°30'47" East, 174.42 feet;
thence South 89°29'13" East, 20.00 feet;
thence South 00°30'47" West, 185.45 feet;
thence South 00°30'51" West, 134.39 feet;

thence North 89°29'09" West, 20.00 feet;
thence North 00°30'51" East, 125.42 feet;
thence North 89°19'07" West, 988.56 feet;
thence North 68°15'23" West, 54.90 feet;
thence North 80°13'04" West, 56.79 feet;
thence South 71°06'35" West, 11.29 feet to the **REAL POINT OF BEGINNING**.

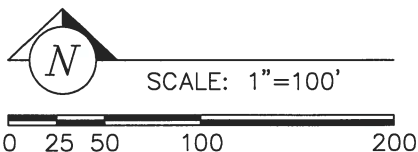
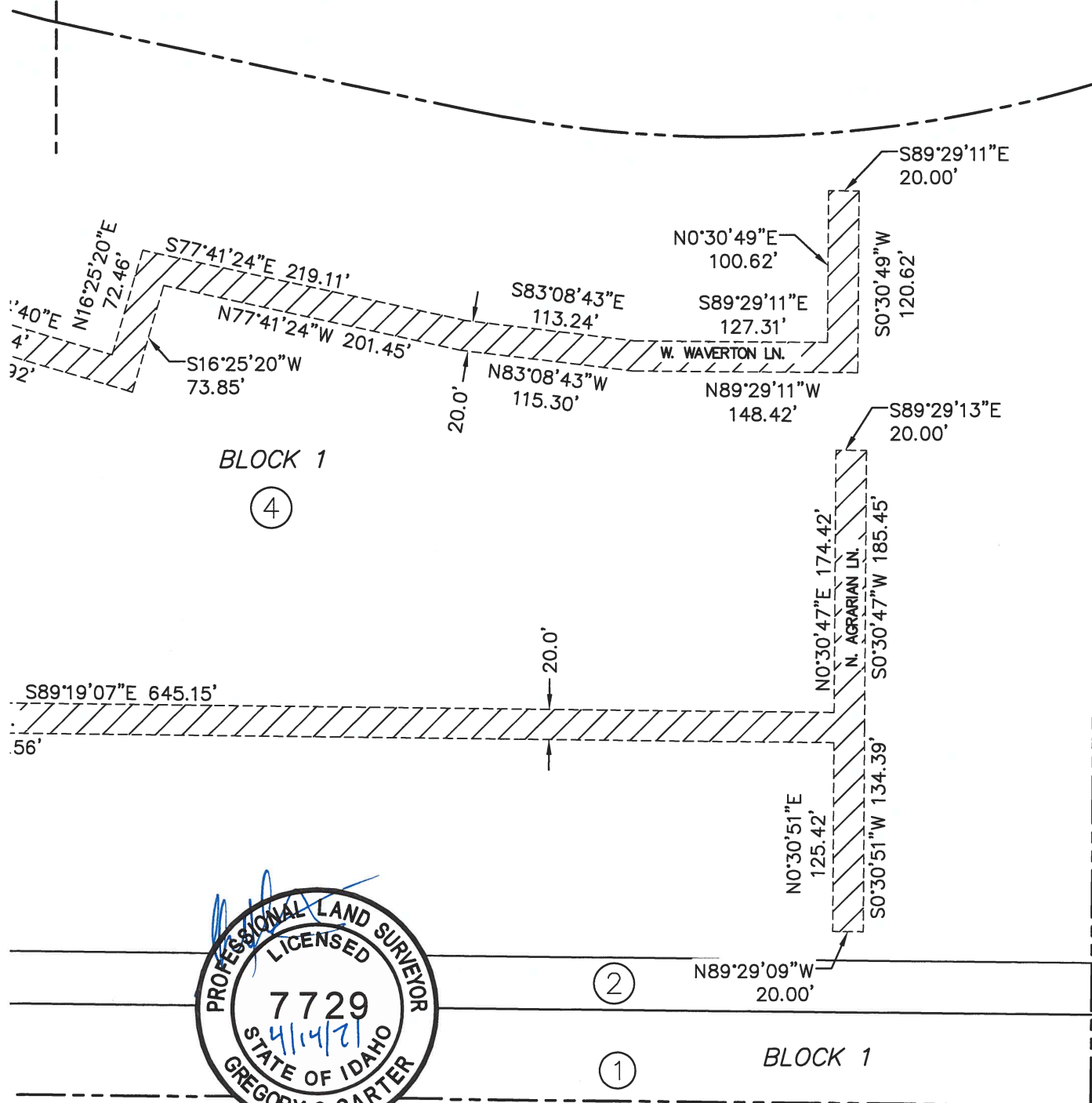




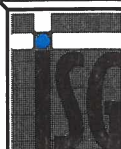
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 IDAHO SURVEY GROUP, LLC 9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570	EXHIBIT B. DRAWING FOR DETACHED BARON BLACK CAT SUBDIVISION SEWER EASEMENT LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 22 TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, MERIDIAN, ADA COUNTY, IDAHO	JOB NO. 19-144 SHEET NO. 1 of 2 DWG. DATE 4/12/2021
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SHEET 1
SHEET 2



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IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT **B** DRAWING FOR
DETACHED BARON BLACK CAT SUBDIVISION
SEWER EASEMENT

LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 22
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, MERIDIAN, ADA COUNTY, IDAHO

JOB NO.
19-144

SHEET NO.
2 of 2

DWG. DATE
4/12/2021