Project Name or Subdivision Name:
Tanner Creek Subdivision No. 1
Sanitary Sewer & Water Main Easement Number: Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.
For Internal Use Only Record Number: ESMT-2025-0170

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ^{16th}	day of December	20^{25}	between
Corey D. Barton	("Grantor") and th	e City of Me	eridian, 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 shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

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: COREY D. BARTON

STATE OF IDAHO)

) ss

County of Ada

This record was acknowledged before me on <u>December 2rd</u>, 2025, by Corey D. Barton, owner.

Notary Stamp Below

ADAIR KOLTES Notary Public - State of Idaho

Commission Number 30052 My Commission Expires 06-05-2028 Notary Signature

My Commission Expires: 6-0

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor 12-16-2025	
Attest by Chris Johnson, City Clerk 12-16-2	2025
STATE OF IDAHO,) : ss. County of Ada) This record was acknowledged be Chris Johnson on behalf of the City	efore m <u>e on 12-16-202</u> 5 Robert E. Simison and y of Meridian, in their capacities as Mayor and City
Clerk, respectively. Notary Stamp Below	
	Notary Signature My Commission Expires: 3-28-2028

Exhibit A

<u>Legal Description</u> Tanner Creek Subdivision No. 1 – Water and Sewer Easements

Easements being over a portion of the SE1/4 of Section 13, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Easement A

Commencing at a Brass Cap monument marking the southwest corner of said SE1/4 of Section 13, from which a 5/8" diameter rebar with an illegible cap marking the northwest corner of said SE1/4 of Section 13 bears N 0°30'30" E a distance of 2666.35 feet;

Thence N 4°04'24" E a distance of 2428.45 feet to the **POINT OF BEGINNING**;

Thence S 89°17'58" E a distance of 123.81 feet to a point;

Thence S 0°33'52" W a distance of 20.00 feet to a point;

Thence N 89°17'58" W a distance of 91.91 feet to a point;

Thence a distance of 19.20 feet along the arc of a 55.00 foot radius curve left, said curve having a central angle of 20°00'07" and a long chord bearing N 73°45'05" W a distance of 19.10 feet to a point of reverse curvature;

Thence a distance of 22.06 feet along the arc of a 15.00 foot radius curve right, said curve having a central angle of 84°15'39" and a long chord bearing N 41°37'19" W a distance of 20.12 feet to the **POINT OF BEGINNING**.

Said Easement A contains 0.053 acres (2,302 square feet) and is subject to any other easements existing or in use.

Easement B

Commencing at a Brass Cap monument marking the southwest corner of said SE1/4 of Section 13, from which a 5/8" diameter rebar with an illegible cap marking the northwest corner of said SE1/4 of Section 13 bears N 0°30'30" E a distance of 2666.35 feet;

Thence N 3°54'56" E a distance of 1939.19 feet to the **POINT OF BEGINNING**;

Thence N 0°30'30" E a distance of 18.00 feet to a point;

Thence S 89°29'30" E a distance of 30.00 feet to a point;

Thence S 0°30'30" W a distance of 18.00 feet to a point;

Thence N 89°29'30" W a distance of 30.00 feet to the POINT OF BEGINNING.

Said Easement B contains 0.012 acres (540 square feet) and is subject to any other easements existing or in use.



Easement C

Commencing at a Brass Cap monument marking the southwest corner of said SE1/4 of Section 13, from which a 5/8" diameter rebar with an illegible cap marking the northwest corner of said SE1/4 of Section 13 bears N 0°30'30" E a distance of 2666.35 feet;

Thence N 19°42'45" E a distance of 2083.78 feet to the **POINT OF BEGINNING**;

Thence N 0°33'52" E a distance of 20.00 feet to a point;

Thence S 89°26'05" E a distance of 110.50 feet to a point;

Thence S 0°33'55" W a distance of 20.00 feet to a point;

Thence N 89°26'05" W a distance of 110.50 feet to the **POINT OF BEGINNING**.

Said Easement C contains 0.051 acres (2,210 square feet) and is subject to any other easements existing or in use.

Easement D

Commencing at a Brass Cap monument marking the southwest corner of said SE1/4 of Section 13, from which a 5/8" diameter rebar with an illegible cap marking the northwest corner of said SE1/4 of Section 13 bears N 0°30'30" E a distance of 2666.35 feet:

Thence N 19°24'47" E a distance of 2005.01 feet to the **POINT OF BEGINNING**;

Thence N 0°33'52" E a distance of 30.00 feet to a point;

Thence S 89°26'08" E a distance of 30.00 feet to a point;

Thence S 0°33'52" W a distance of 30.00 feet to a point;

Thence N 89°26'08" W a distance of 30.00 feet to the **POINT OF BEGINNING**.

Said Easement D contains 0.021 acres (900 square feet) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS Land Solutions, PC December 1, 2025





