Project Name or Subdiv Tanner Creek Waltma	
	Main Easement Number: 1 number if the project contains more than one easement for additional information.
For Internal Use Only Record Number:	ESMT-2025-0172

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 16th da	y of December	20 25	between
Corey Barton	("Grantor") and the	City of Me	ridian, 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.

TOHAVE AND TOHOLD, 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: 60 rey Barton	
STATE OF IDAHO)	
County of Ada) ss	
Crey Barton (name of ind	before me on <u>December 2, 2015</u> (date) by lividual), [complete the following if signing in a following if signing in an individual capacity] on (name of entity on behalf of whom record was ive capacity: <u>Dwner</u> (type of
Notary Stamp Below	
-	Admila
ADAIR KOLTES Notary Public - State of Idaho Commission Number 30052	Notary Signature My Commission Expires:

Sanitary Sewer and Water Main Easement

My Commission Expires 06-05-2028

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Version 01/01/2024

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor 12-16-2025	
Attest by Chris Johnson, City Clerk 12-16-20	025
STATE OF IDAHO,) : ss. County of Ada)	
	me on 12-16-2025 (date) by Robert E. Simison City of Meridian, in their capacities as Mayor and City
	Notary Signature My Commission Expires:



November 17, 2025 Project No.: 24-036 Tanner Creek City of Meridian Sewer and Water Easement Legal Description

Exhibit A

Parcels of land for a City of Meridian sewer and water easement being a portion of the Northwest 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a 5/8-inch rebar marking the Center 1/4 corner of said Section 13, which bears N89°26′10″W a distance of 2,642.64 feet from a brass cap marking the East 1/4 corner of said Section 13, thence following the northerly line of said Northwest 1/4 of the Southeast 1/4, S89°26′10″E a distance of 288.48 feet;

Thence leaving said northerly line, S00°33′50″W a distance of 25.00 feet to the southerly right-of-way of W. Waltman Ln. and being **POINT OF BEGINNING 1**.

Thence following said southerly right-of-way, S89°26′10″E a distance of 30.00 feet to a point hereinafter referred to as POINT "A";

Thence leaving said southerly right-of-way, S00°33'50"W a distance of 45.50 feet;

Thence N89°26'10"W a distance of 30.00 feet;

Thence N00°33′50"E a distance of 45.50 feet to POINT OF BEGINNING 1.

Said parcel contains 1,365 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as POINT "A", thence following the southerly right-of-way of said W. Waltman Ln., S89°26′10″E a distance of 726.56 feet to POINT OF BEGINNING 2.

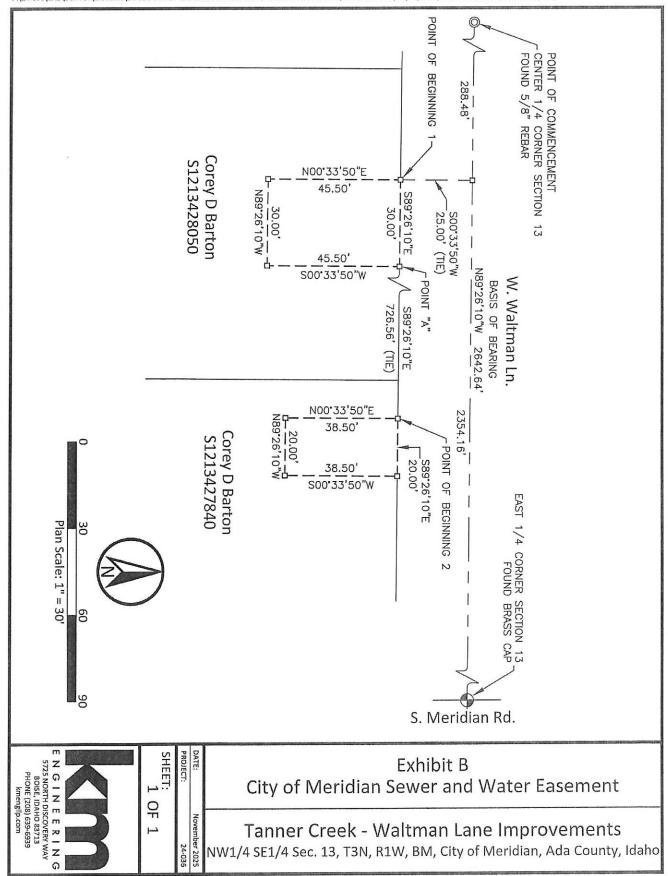
Thence following said southerly right-of-way, S89°26′10″E a distance of 20.00 feet; Thence leaving said southerly right-of-way, S00°33′50″W a distance of 38.50 feet; Thence N89°26′10″W a distance of 20.00 feet;

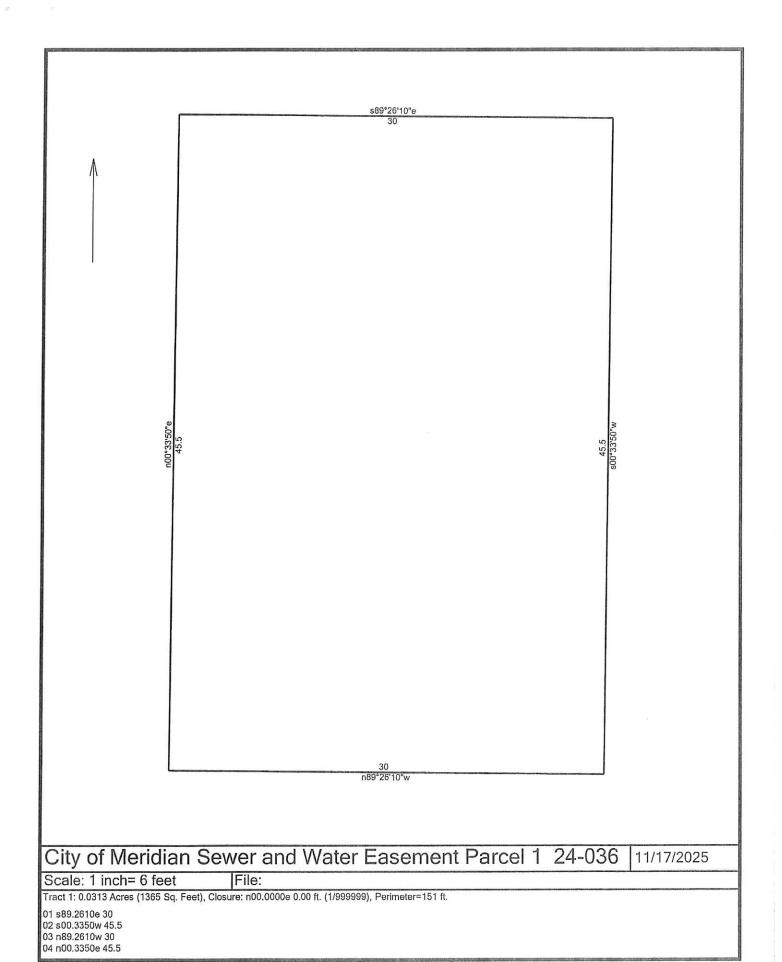
Thence N00°33′50″E a distance of 38.50 feet to POINT OF BEGINNING 2.

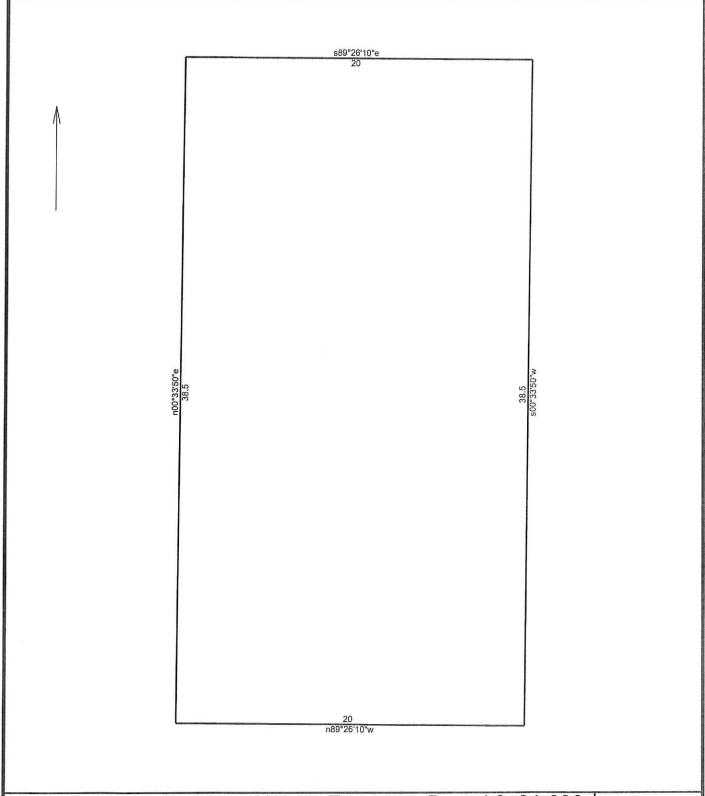
Said parcel contains 770 square feet, more or less.

Said description contains a total of 2,135 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.







City of Meridian Sewer and Water Easement Parcel 2 24-036 11/17/2025

Scale: 1 inch= 5 feet

File:

Tract 1: 0.0177 Acres (770 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=117 ft.

01 s89.2610e 20

02 s00.3350w 38.5 03 n89.2610w 20

04 n00.3350e 38.5