

ESMT-2022-0160 Quartet Northeast Subdivision No. 1
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 26th day of April 20 22 between Quenzer Farms LLLP who took title as Quenzer Farms L.P., ("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.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTORS:

QUENZER FARMS LLLP,
an Idaho limited liability limited partnership

By: 
Dean Quenzer, General Partner

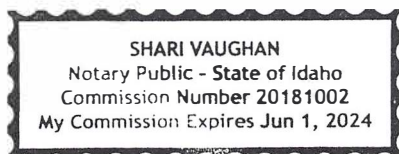
By: 
Marvin Quenzer, General Partner

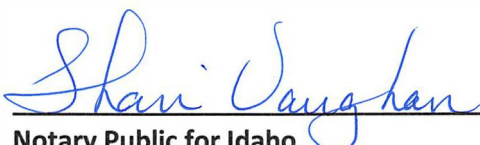
STATE OF IDAHO)
 :SS.
County of Ada)

On this 8th day of April, 2022, before me, a Notary Public in and for said State, personally appeared Dean Quenzer, known or identified to me to be a general partner of Quenzer Farms LLLP, an Idaho limited liability limited partnership, and acknowledged to me that he executed the within instrument of behalf of said limited liability partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

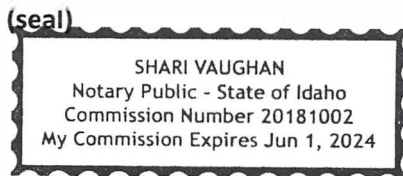



Notary Public for Idaho
My Commission Expires: 6-1-2024

STATE OF IDAHO)
 :SS.
County of Ada)

On this 7th day of April, 2022, before me, a Notary Public in and for said State, personally appeared Marvin Quenzer, known or identified to me to be a general partner of Quenzer Farms LLLP, an Idaho limited liability limited partnership, and acknowledged to me that he executed the within instrument of behalf of said limited liability partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Shari Vaughan
Notary Public for Idaho
My Commission Expires: 6-1-2024

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-26-2022

Attest by Chris Johnson, City Clerk 4-26-2022

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 4-26-2022 (date) by
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in
their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature

My Commission Expires.: _____

March 30, 2022
Project No.: 20-088
Quartet Northeast Subdivision No. 1
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian sewer and water easement situated in a portion of the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 4 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said Section 34, which bears N00°27'24"E a distance of 2,631.60 feet from an aluminum cap marking the West 1/4 corner of said Section 34, thence following the westerly line of the Northwest 1/4 of said Section 34, S00°27'24"W a distance of 2,417.96 feet;

Thence leaving said westerly line, S89°32'36"E a distance of 1,585.10 feet to the **POINT OF BEGINNING**.

Thence N47°27'23"E a distance of 38.00 feet;

Thence S42°32'37"E a distance of 25.00 feet;

Thence S47°27'23"W a distance of 38.00 feet;

Thence N42°32'37"W a distance of 25.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 950 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.



C:\USERS\CDRA\PER\MENG\WM\ENGINEERING\WM\GENERAL - REMOTE WORK\PROJECT\20-088\CAD\SURVEY\EXHIBITS\220330 CITY OF MERIDIAN SEWER AND WATER EASEMENT 20-088.DWG, CRAIG DRAPER, 3/30/2022, DWG TO PDF, PC3, 08.5X11 P [PDF]

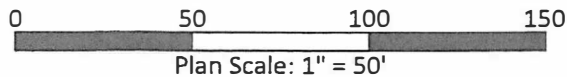
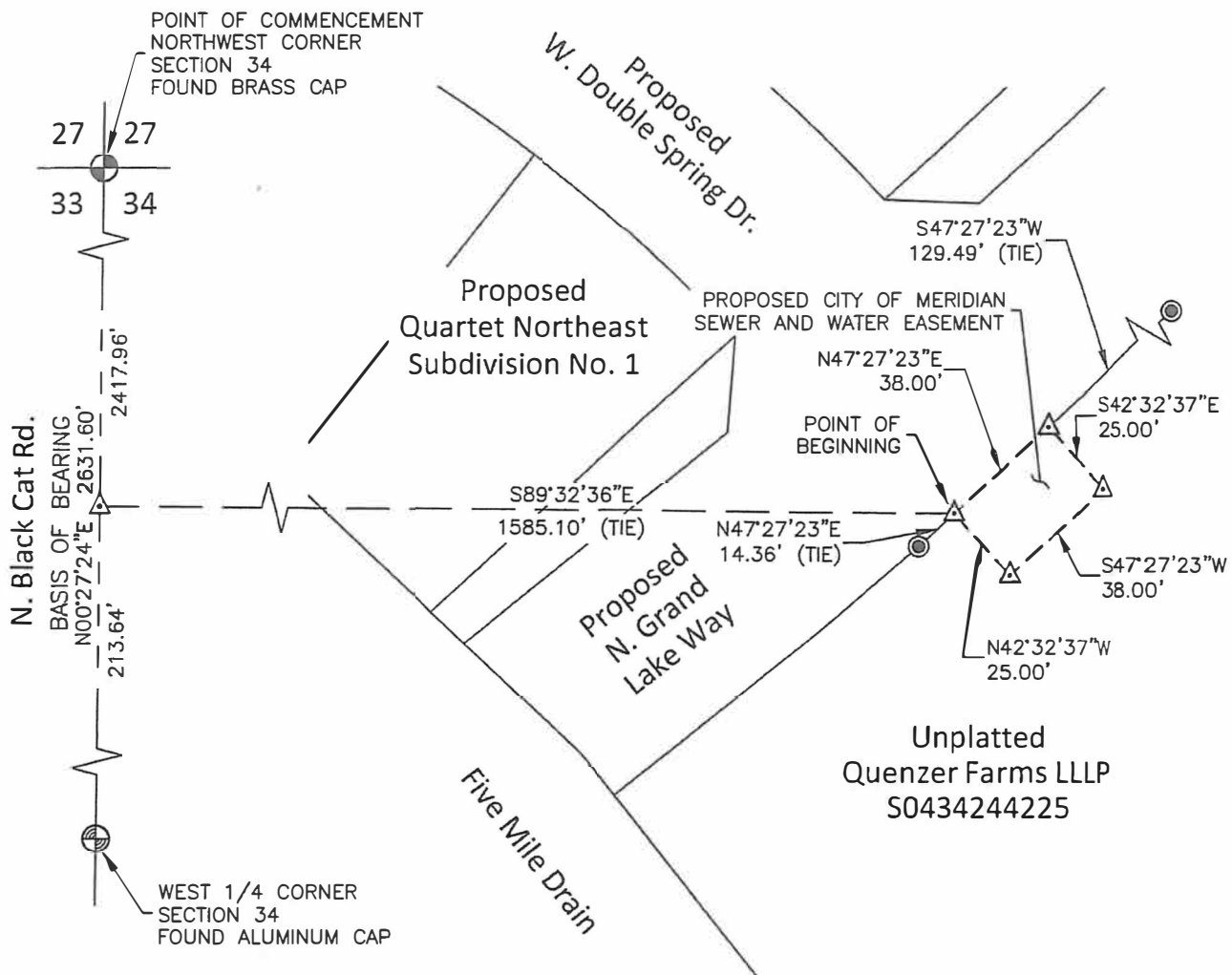
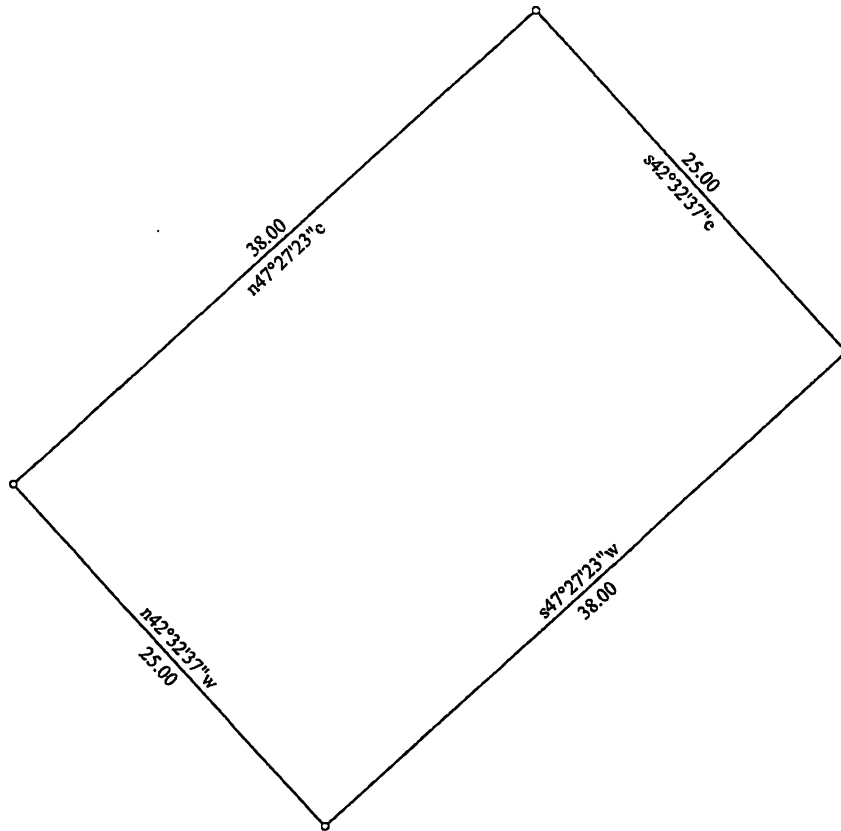


Exhibit B - City of Meridian Sewer and Water Easement
Quartet Northeast Subdivision No. 1

DATE: March 2022
PROJECT: 20-088
SHEET: 1 OF 1

A portion of the SE 1/4 of the NW 1/4 of Section 34,
T4N., R1W., B.M., City of Meridian, Ada County, Idaho



Title: City of Meridian Sewer and Water Easement 20-088		Date: 03-30-2022
Scale: 1 inch = 10 feet	File:	
Tract 1: 0.022 Acres: 950 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 126 Feet		
001=n47.2723e 38.00	003=s47.2723w 38.00	
002=s42.3237e 25.00	004=n42.3237w 25.00	