

Project Name or Subdivision Name:

Soldier Place Subdivision

Sanitary Sewer & Water Main Easement Number: 1

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-2025-0024

SANITARY SEWER EASEMENT

THIS Easement Agreement made this 25th day of March 2025 between
Steve A Hill & Betty J Hill ("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 and 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: Steve A Hill and Betty J Hill

Steven A Hill

Steve A Hill

Betty J Hill

Betty J Hill

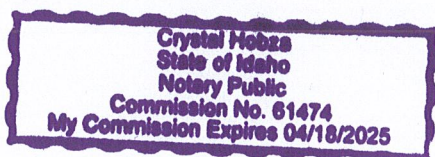
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 3/11/2025 (date) by Steve and Betty Hill (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)

Notary Stamp Below



Crystal Hobza

Notary Signature

My Commission Expires:

4/18/2025

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 3-25-2025

Attest by Chris Johnson, City Clerk 3-25-2025

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on 3-25-2025 (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 Stamp Below

Notary Signature

My Commission Expires: _____

EXHIBIT A
SOLDIER PLACE SUBDIVISION
SANITARY SEWER EASEMENT NO. 1
SITUATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 7
T. 3 N., R. 1 E., B.M.
CITY OF MERIDIAN, ADA COUNTY, IDAHO

A 20 foot wide easement situated in the Northwest ¼ of the Northwest ¼ of Section 7, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being 10 feet on both sides of the following described centerline:

Commencing at the intersection of East Carlton Avenue and Northeast 2-1/2 Street from which the intersection of East Carlton Avenue and North Main Street bears South 89°04'44" West 558.15 feet;

thence along the centerline of Northeast 2-1/2 Street North 0°03'31" West 716.33 feet;

thence leaving said centerline South 89°27'25" West 25.00 feet to the westerly right-of-way of said Northeast 2-1/2 Street and the POINT OF BEGINNING;

thence continuing South 89°27'25" West 149.73 feet to POINT A of this description;

thence South 0°32'35" East 28.00 feet;

thence South 89°27'25" West 97.30 feet to the POINT OF TERMINUS.

AND ALSO

A 20 foot wide easement situated in the Northwest ¼ of the Northwest ¼ of Section 7, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being 10 feet on both sides of the following described centerline:

BEGINNING at the above described POINT A;

thence North 0°32'35" West 100.50 feet to the POINT OF TERMINUS.

The above described easements comprise 695 square feet, more or less.

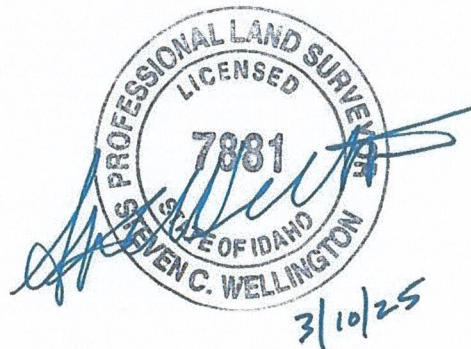
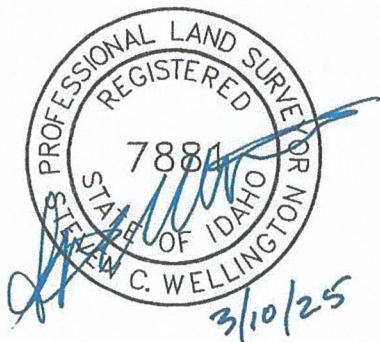
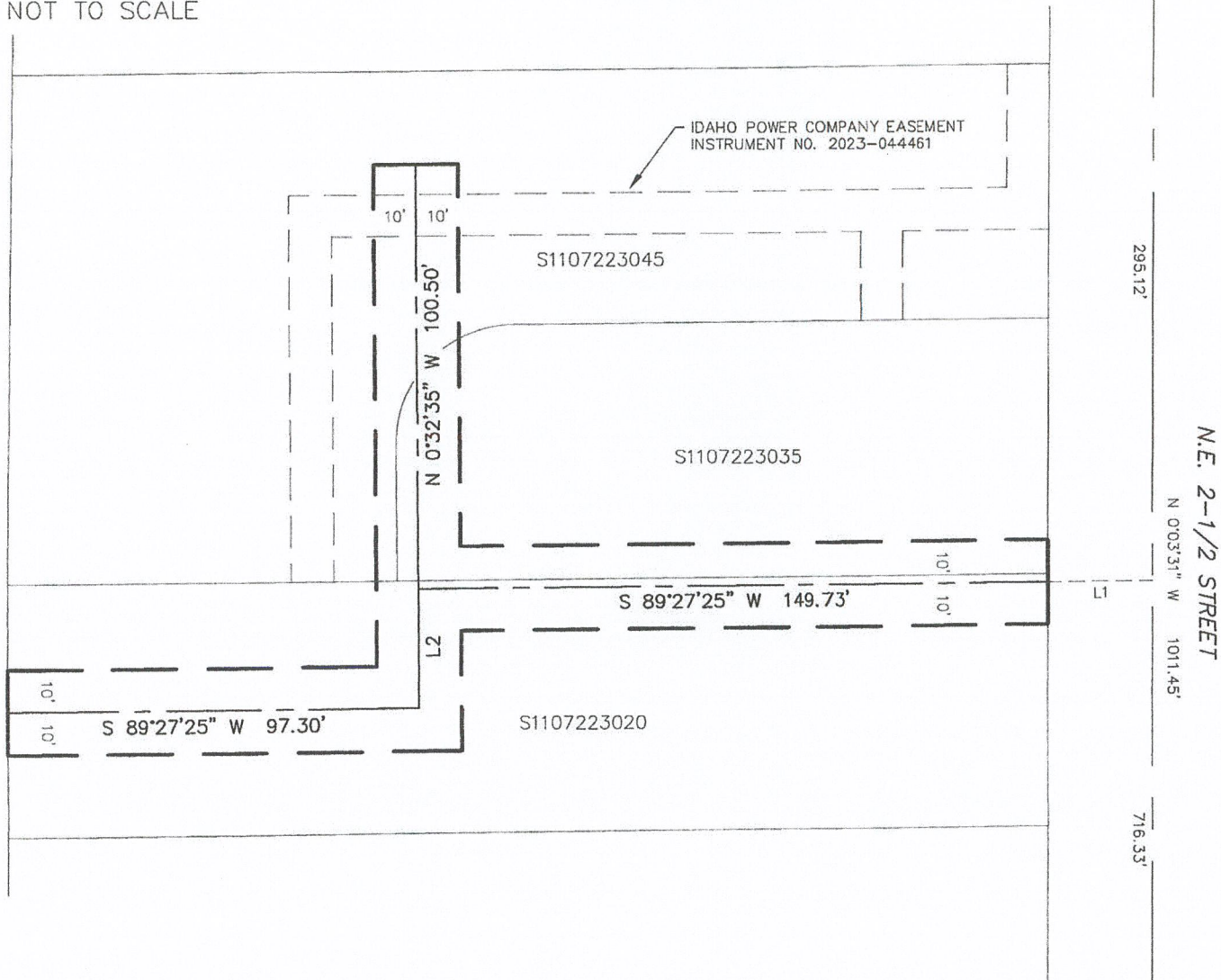




EXHIBIT B
SOLDIER PLACE SUBDIVISION
SANITARY SEWER EASEMENT NO. 1

SITUATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 7
T. 3 N., R. 1 E., B.M.
CITY OF MERIDIAN, ADA COUNTY, IDAHO

NOT TO SCALE



LINE TABLE

LINE	LENGTH	BEARING
L1	25.00	S 89°27'25" W
L2	28.00	S 0°32'35" E