

**The Oaks North Subdivision No. 10
Sanitary Sewer and Water Main Easement C**

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 17th day of August 20 21 between
Toll Southwest LLC ("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, 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 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:



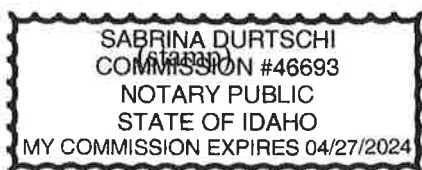
Susan Stanley, Idaho Division President

STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 8-3-21 (date) by Susan Stanley (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 Toll Southwest LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Idaho Division President (type of authority such as officer or trustee)



Notary Signature
My Commission Expires: 4-27-24

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 8-17-2021

Attest by Chris Johnson, City Clerk 8-17-2021

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

This record was acknowledged before me on 8-17-2021 (date) by
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in
their capacities as Mayor and City Clerk, respectively.

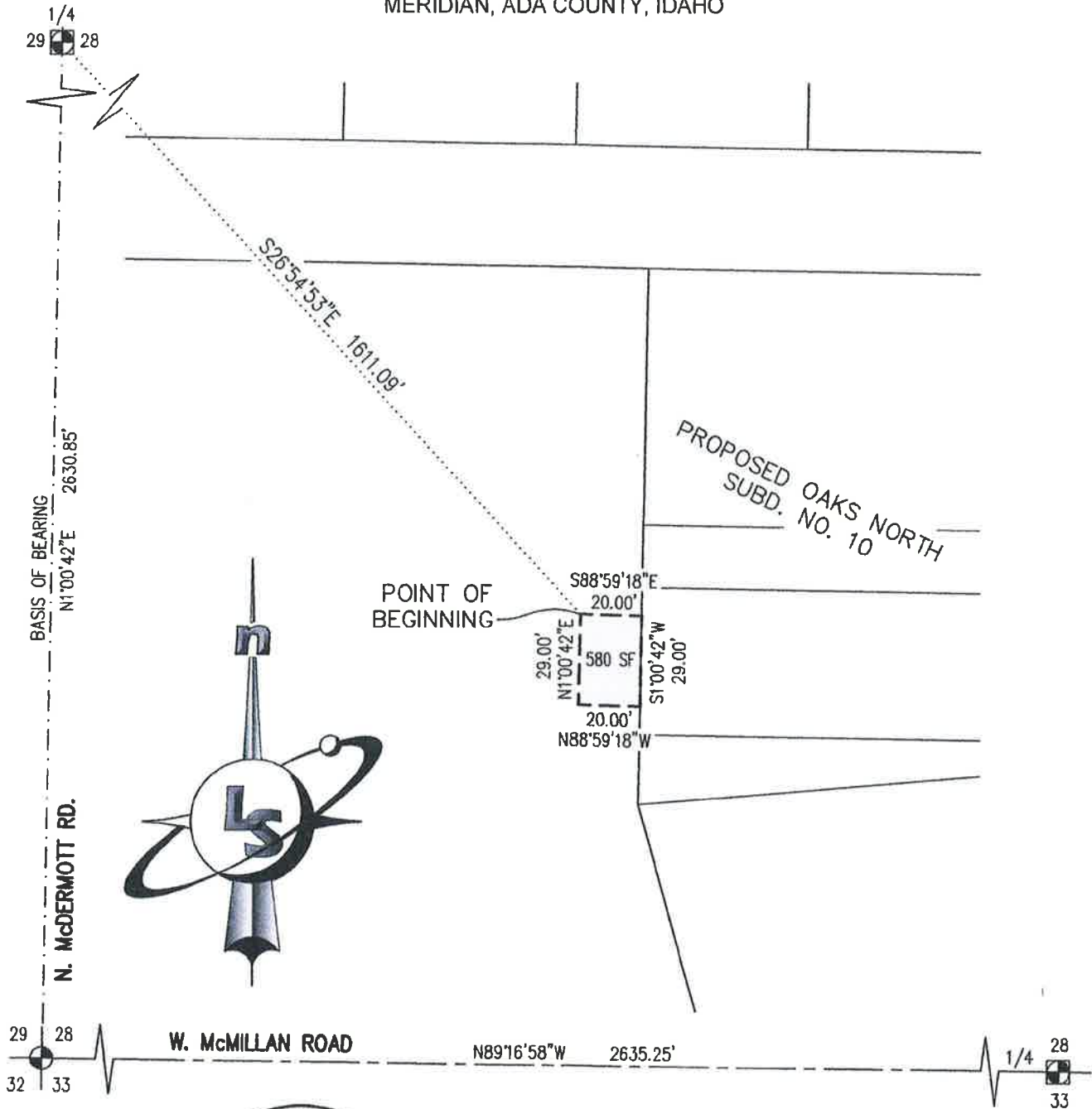
Notary Signature
My Commission Expires: 3-28-2022

Exhibit A

MERIDIAN SEWER & WATER DISTRICT EASEMENT

THE OAKS NORTH SUBDIVISION NO. 10 / EASEMENT C

LOCATED IN THE SW $\frac{1}{4}$ OF SECTION 28, T.4N., R.1W., B.M.
MERIDIAN, ADA COUNTY, IDAHO



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 16-35

Exhibit B

Legal Description

City of Meridian Sanitary Sewer and Water Easement C The Oaks North Subdivision No. 10

An easement located in the SW ¼ of Section 28, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of the SW ¼ (W ¼ corner) of said Section 28, from which a Brass Cap monument marking the southwest corner of said SW ¼ bears S1°00'42" W a distance of 2630.85 feet;

Thence S 26°54'53" E a distance of 1611.09 feet to the **POINT OF BEGINNING**;

Thence S 88°59'18" E a distance of 20.00 feet to a point;

Thence S 1°00'42" W a distance of 29.00 feet to point;

Thence N 88°59'18" W a distance of 20.00 feet to a point;

Thence N 1°00'42" E a distance of 29.00 feet to the **POINT OF BEGINNING**.

This easement contains 580 square feet more or less and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
July 19, 2021

