ESMT-2022-0196 Woodcrest Townhomes

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement. made this 12th day of July 2022 between Landmark Pacific Investors, 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-ofway 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 rightof-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.

andmade Pacific Investors, LLC **GRANTOR:** Manager

STATE OF IDAHO)) ss County of Ada)

This record was acknowledged before me on () (date) by Matt Drown (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 Landmark Pacific Investors. LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

(stamp) KIMBERLY WOOD COMMISSION #20201020 NOTARY PUBLIC STATE OF IDAHO MY COMMISSION EXPIRES 03/16/2026

Notary Signature My Commission Expires:

Sanitary Sewer and Water Main Easement

REV.01/01/2020

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-12-2022

Attest by Chris Johnson, City Clerk 7-12-2022

STATE OF IDAHO,) : SS.)

County of Ada

This record was acknowledged before me on $\frac{7-12-2022}{2}$ (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: 3-28-2028



Client: Landmark Pacific Development Inc. Date: June 22, 2022 Job No.: 4722

Exhibit A SEWER & WATER EASEMENT DESCRIPTION

A strip of land for the purpose of a sanitary sewer and water main easement located in the South West 1/4 of the South East 1/4 of Section 5, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and also being a portion of Lots 3 and 4, Block 1 of Mallane Subdivision, as on file in Book 87 of Plats on pages 9881 through 9883, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a found 2-1/2 inch diameter Aluminum Cap stamped "Reset 2021 PLS 11574" marking the South West corner of said South East 1/4, (South 1/4 corner) from which a found 3-1/2 inch Brass Cap stamped "PLS 7015" marking the South East corner of said Section 5 bears South 89° 48' 44" East a distance of 2644.13 feet;

Thence North 00° 28' 03" East a distance of 313.94 feet to a found 1/2 inch diameter iron pin with cap stamped "PLS 11118" marking the South West corner of Lot 4, Block 1 of said Mallane Subdivision;

Thence along the Southerly boundary of said Lot 4, South 89° 33' 35" East, a distance of 99.59 feet to the TRUE POINT OF BEGINNING;

Thence North 00° 28' 11" East, a distance of 62.15 feet to the beginning of a tangent curve right;

Thence a distance of 54.23 feet along the arc of said curve right, having a radius of 72.50 feet, a central angle of 42° 51' 21", the long chord of which bears North 21° 53' 52" East, a distance of 52.97 feet;

Thence tangent to said curve, North 43° 19' 32" East, a distance of 178.35 feet to the beginning of a tangent curve right;

Thence a distance of 88.52 feet along the arc of said curve right, having a radius of 65.50 feet, a central angle of 77° 26' 03", the long chord of which bears North 82° 02' 34" East, a distance of 81.94 feet;

Thence tangent to said curve, South 59° 14' 25" East, a distance of 23.83 feet;

Thence South 32° 04' 32" West, a distance of 8.05 feet;

Thence South 58° 06' 51" East, a distance of 17.23 feet;

Thence South 31° 53' 09" West, a distance of 21.61 feet;

Thence North 59° 14' 25" West, a distance of 40.45 feet to the beginning of a tangent curve left;

Thence a distance of 47.98 feet along the arc of said curve left, having a radius of 35.50 feet, a central angle of 77° 26' 03", the long chord of which bears S. 82° 02' 34" W., a distance of 44.41 feet to a point;

Thence tangent to said curve, South 43° 19' 32" West, a distance of 178.35 feet to the beginning of a tangent curve left;

Thence a distance of 31.79 feet along the arc of said curve left, having a radius of 42.50 feet, a central angle of 42° 51' 21", the long chord of which bears S. 21° 53' 52" W., a distance of 31.05 feet;

Thence tangent to said curve, South 00° 28' 11" West, a distance of 97.47 feet;

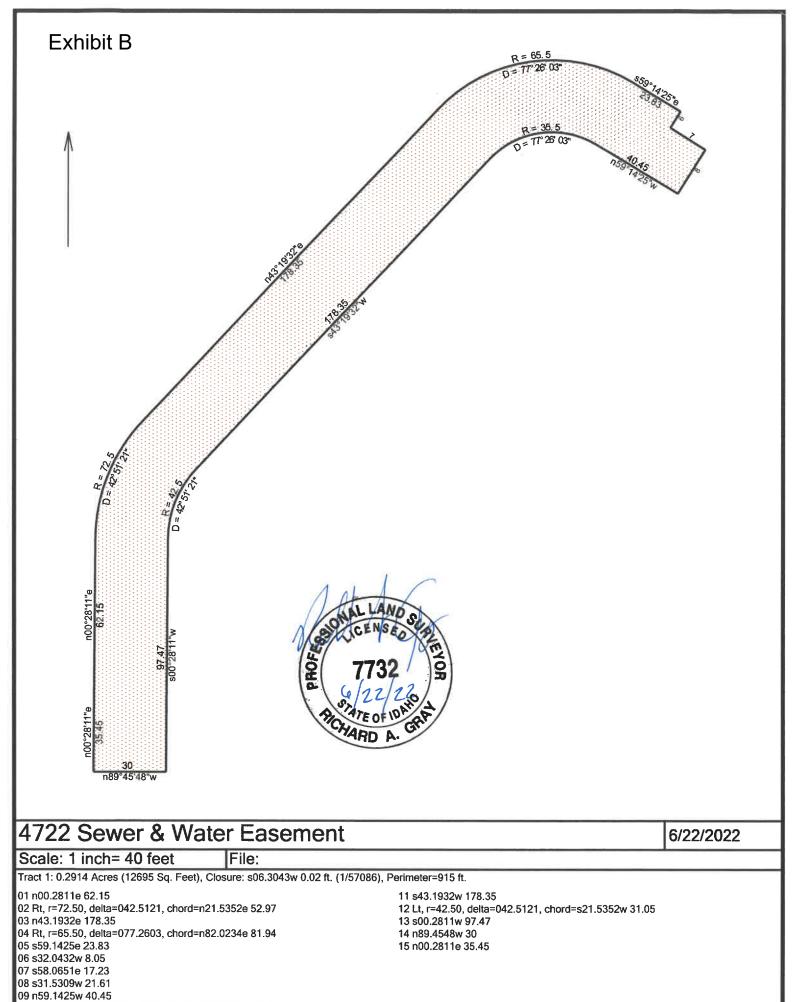
<u>COMPASS LAND SURVEYING, PLLC</u> Landmark Pacific Development-4722\Survey\Descriptions\Sewer Water Esmt.doc Page 2 of 2

Thence North 89° 45' 48" West, a distance of 30.00 feet;

Thence North 00° 28' 11" East, a distance of 35.45 feet to the TRUE POINT OF BEGINNING.

This easement strip contains 12,695 square feet more or less





10 Lt, r=35.50, delta=077.2603, chord=s82.0234w 44.41