

ESMT-2022-0178 Stapleton Subdivision No. 2
Sanitary Sewer Easement No. 1

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this 14th day of June, 2022 between C4 land LLC
("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 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.

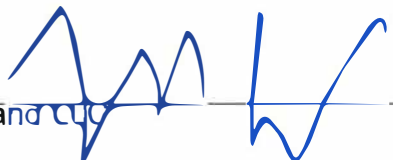
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or 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.

GRANTOR:

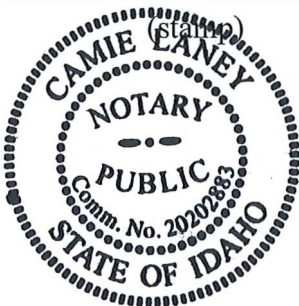

C4 Land LLC

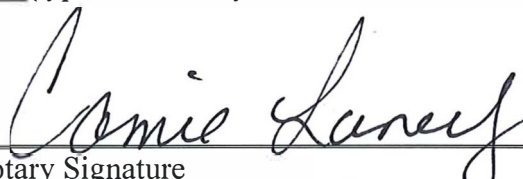
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 5-12-2020 (date) by Jim Conger
(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 C4 Land LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: Member (type of authority such as officer or trustee)




Notary Signature
My Commission Expires: 8-3-2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 6-14-2022

Attest by Chris Johnson, City Clerk 6-14-2022

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

This record was acknowledged before me on 6-14-2022 (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: 3-28-2028



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Exhibit A

Offsite Sewer Easement Stapleton Sub. No. 2 #1

A 20.00 foot wide easement, located in the NE1/4 SE1/4 of Section 25, T. 3 N., R. 1 W., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the E1/4 corner of said Section 25, marked by an illegible aluminum cap, from which the southeast corner of said Section 25, marked by an illegible aluminum cap, bears South 00°32'48" West, 2664.87 feet;

Thence North 89°29'21" West, coincident with the north line of said NE1/4 SE1/4 of Section 25, a distance of 705.54 feet;

Thence South 00°30'39" West, perpendicular to said north line, 181.00 feet to the **POINT OF BEGINNING**;

Thence South 89°29'21" East, parallel with said north line, 239.67 feet;

Thence South 66°58'49" East, 100.88 feet;

Thence South 42°28'25" East, 93.95 feet;

Thence South 45°31'43" West, 20.01 feet;

Thence North 42°28'25" West, 89.71 feet;

Thence North 66°58'49" West, 92.55 feet;

Thence North 89°29'21" West, parallel with said north line, 235.69 feet;

Thence North 00°30'39" East, perpendicular to said north line, 20.00 feet to the **POINT OF BEGINNING**.

The above described easement contains 8,518 square feet or 0.196 acres, more or less.

BASIS OF BEARING for this legal description is South 00°32'48" West between the E1/4 corner and the southeast corner of Section 25, T. 3 N., R. 1 W., B.M., Ada County, Idaho.



NE1/4 SE1/4 OF SECTION 25, T. 3 N., R 1 W., B.M.

CE1/16 CORNER
SECTION 25
5/8" REBAR/CAP PLS 1118

E1/4 CORNER
SECTION 25
ALUMINUM CAP ILLEGIBLE

614.83'

W. HARRIS ST.

705.54'

N 89°29'21" W 1320.37'

S 00°30'39" W 181.00'

POINT OF
BEGINNING

S 89°29'21" E 239.67'

N 89°29'21" W 235.69'

N 00°30'39" E
20.00'

± 8,518 SQ. FT.
0.196 AC.

S 66°58'49" E 100.88'

N 66°58'49" W 92.55'

S 42°28'25" E 93.35'

S 45°31'43" W
20.01'

S 0°32'48" W 2664.87' - BASIS OF BEARINGS

S. MERIDIAN RD. (STATE HWY 69)



SOUTHWEST CORNER
SECTION 25
ALUMINUM CAP ILLEGIBLE

25 30
36 31

PROJECT: *Exhibit B*
OFFSITE SEWER EASEMENT #1
STAPLETON SUB. 2
MERIDIAN, IDAHO

OWNER/DEVELOPER:
CONGER GROUP

DATE: 10/2021



2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
F: (208) 398-8105

WWW.SAWTOOTHLS.COM

DWG #
120021-EX

PROJECT#
120021

SHEET
1 OF 1