Project Name or Subdivis	
Identify this Easement by sequent	er Main Easement Number:ial number if the project contains more than one titions/checklist for additional information.
For Internal Use Only	ESMT-2024-0028

SANITARY SEWER EASEMENT

	day of	_ = =	between
Open Door Rentals LLC and Viper Investments L	LC ("Grantor")	and the City of Mer	ridian, 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

signatures the day and year mist herein abo	ve written.
GRANTOR; OPEN DOOR RENTALS LLC	
STATE OF IDAHO)	
) ss	
County of Ada)	
(name of individual), [complete the following if signing in an individual) (name of entity on behalf of whom r	me on Feb. 5, 2024 (date) by Covey Barton owing if signing in a representative capacity, or strike all capacity] on behalf of Open Dow Pentals Uc record was executed), in the following representative (type of authority such as officer or trustee)
Notary Stamp Below	otary Signature
	y Commission Expires: 6-05-28

Commission Number 30052 My Commission Expires 06-05-2028 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: VIPER INVESTMENTS LLC STATE OF IDAHO)) ss County of Ada This record was acknowledged before me on Feb. 5, 2024 (date) by Corey Barton (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 Viper Investorets UC (name of entity on behalf of whom record was executed), in the following representative (type of authority such as officer or trustee) Notary Stamp Below Notary Signature My Commission Expires: ADAIR KOLTES Notary Public - State of Idaho Commission Number 30052

My Commission Expires 06-05-2028

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor	
Attest by Chris Johnson, City Clerk	
STATE OF IDAHO,) : ss.	
County of Ada)	
This record was acknowledged before and Chris Johnson on behalf of the C Clerk, respectively.	me on (date) by Robert E. Simison City of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	Notary Signature My Commission Expires:

EXHIBIT A

Description for Sanitary Sewer Easement Foxcroft Subdivision

Foxcroft Subdivision December 18, 2022

A portion of the South 1/2 of the Northeast 1/4 of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Center 1/4 corner of said Section 10 from which the East 1/4 corner of said Section 10 bears South 89°36'02" East, 2655.68 feet; thence on the east-west centerline of said Section 10, South 89°36'02" East, 1,093.56 feet; thence leaving said east-west centerline, North 00°23'58" East, 45.00 feet to the **POINT OF BEGINNING**;

thence continuing North 00°23'58" East, 124.40 feet;

thence North 71°48'21" East, 84.01 feet;

thence North 00°03'48" East, 262.51 feet;

thence South 89°56'12" East, 134.43 feet;

thence North 45°03'48" East, 29.80 feet;

thence North 00°03'48" East, 128.92 feet;

thence North 89°44'54" East, 58.83 feet;

thence South 04°27'00" West, 5.23 feet;

thence South 85°32'17" East, 52.93 feet;

thence South 43°18'48" West, 58.56 feet;

thence South 89°44'54" West, 51.08 feet;

thence South 00°03'48" West, 118.10 feet;

thence North 89°56'12" West, 134.43 feet;

thence South 45°03'48" West, 29.80 feet;



thence South 00°03'48" West, 235.90 feet;

thence South 71°48'21" West, 67.49 feet;

thence South 36°06'09" West, 26.98 feet;

thence South 00°23'58" West, 76.04 feet;

thence South 89°36'02" East, 18.50 feet;

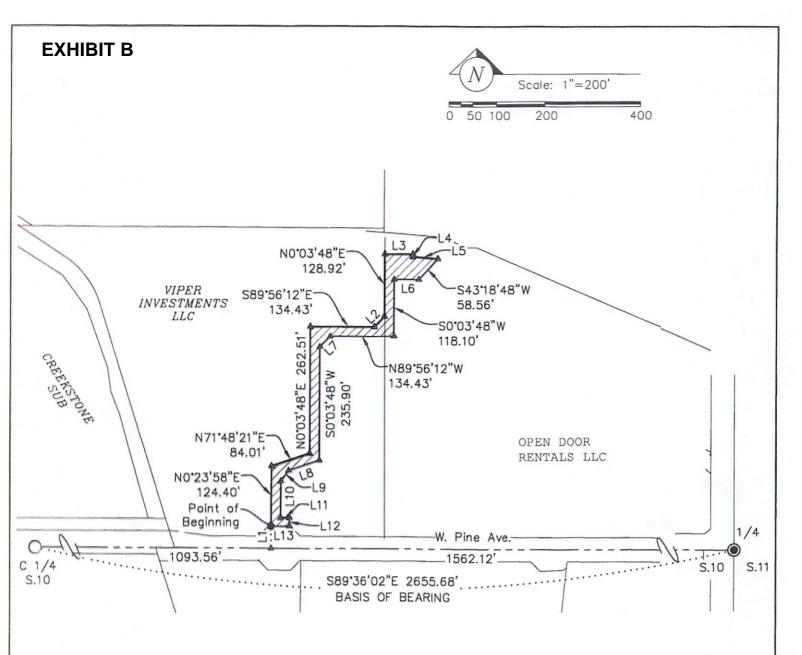
thence South 00°23'58" West, 17.38 feet to the north right-of-way line of W. Pine Avenue;

thence on said north right-of-way line, North 89°36'02" West, 38.50 feet to the **POINT OF BEGINNING**.

Containing 19,930 square feet or 0.46 acres, more or less.

End of Description.







LINE TABLE		
LINE	BEARING	LENGTH
L1	N0'23'58"E	45.00
L2	N45'03'48"E	29.80
L3	N89'44'54"E	58.83
L4	S4'27'00"W	5.23
L5	S85'32'17"E	52.93
L6	S89'44'54"W	51.08
L7	S45'03'48"W	29.80

	LINE TABL	E
LINE	BEARING	LENGTH
L8	S71*48'21"W	67.49
L9	S36*06'09"W	26.98
L10	S0*23'58"W	76.04
L11	S89*36'02"E	18.50
L12	S0*23'58"W	17.38
L13	N89*36'02"W	38.50

IDAHO
SURVEY
GROUP, LLC

9955 W, EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570

EXHIBIT	DRAWII	NG FOR
SANITARY S	SEWER	EASEMENT
FOXCROP	T SUB	DIVISION

A PORTION OF THE S1/2 OF THE NE1/4 OF SECTION 10, T.3N., R.1W., B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO

JOB NO. 21-159
SHEET NO.
DING DATE

DWG. DATE 12/18/2022