#### Project Name (Subdivision):

Meridian Middle School Cafeteria Addition

## Sanitary Sewer & Water Main Easement Number: 1 of 1

Identify this Easement by sequential number if Project contains more than one easement of this type.
(See Instructions for additional information).

### SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this		20	between	
Joint School District #2 dba West Ada School District ("	Grantor")	and the City of Meridi	an, an Idaho	Municipal
Corporation ("Grantee");	,	•	•	1

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, 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: Joint School District #2

STATE OF IDAHO ) ss

County of Ada )

This record was acknowledged before me on 1919 23 (date) by London Gillen (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 Joint Shool District 2 (name of entity on behalf of whom record was executed), in the following representative capacity: Chief Francial Officer (type of authority such as officer or trustee)

(stamp)

Notary Signature

My Commission Expires: 218/2027

Folland

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor	
Attact by Chuig Johnson City Clark	<u> </u>
Attest by Chris Johnson, City Clerk	
STATE OF IDAHO, )	
: ss.	
County of Ada )	
	before me on(date) by ris Johnson on behalf of the City of Meridian, in y Clerk, respectively.
(stamp)	
	Notary Signature
	My Commission Expires:

#### LEGAL DESCRIPTION

Page 1 OF 1



September 6, 2023 Project No.: 121036

#### **SEWER – WATER EASEMENT**

CITY of MERIDIAN
WEST ADA SCHOOL DISTRICT (MERIDIAN MIDDLE SCHOOL)

An easement located in the Northeast quarter of the Northwest quarter of Section 12, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

**COMMENCING** at the North One Quarter corner of said Section 12, (from which the Center One Quarter corner of said Section 12 bears South 00° 35′ 21″ West, 2652.93 feet distant);

Thence on the north-south mid-section line of said Section 12, South 00° 35′ 21″ West, 307.22 feet; Thence leaving said mid-section line, North 89° 24′ 39″ West, 64.00 feet, to a point on the westerly right of way line of West 8<sup>th</sup> Street and the **POINT OF BEGINNING**:

Thence South 00° 35' 21" West, 20.00 feet;

Thence North 89° 14' 05" West, 183.50 feet;

Thence South 45° 08' 55" East, 88.29 feet;

Thence South 44° 51' 05" West, 20.00 feet;

Thence North 45° 08' 55" West, 93.80 feet;

Thence North 88° 24' 29" West, 116.40 feet;

Thence South 64° 25' 25" West, 6.46 feet;

Thence South 25° 34' 35" East, 18.66 feet;

Thence South 64° 25' 25" West, 20.00 feet;

Thence North 25° 34' 35" West, 18.66 feet;

Thence South 64° 25' 25" West, 93.72 feet;

Thence North 25° 17′ 33″ West, 20.00 feet;

Thence North 64° 25' 25" East, 40.79 feet;

Thence North 00° 45' 55" East, 26.12 feet;

Thence North 89° 14' 05" West, 139.53 feet;

Thence North 00° 45′ 55" East, 20.00 feet;

Thence South 89° 14' 05" East, 537.16 feet to the **POINT OF BEGINNING**.

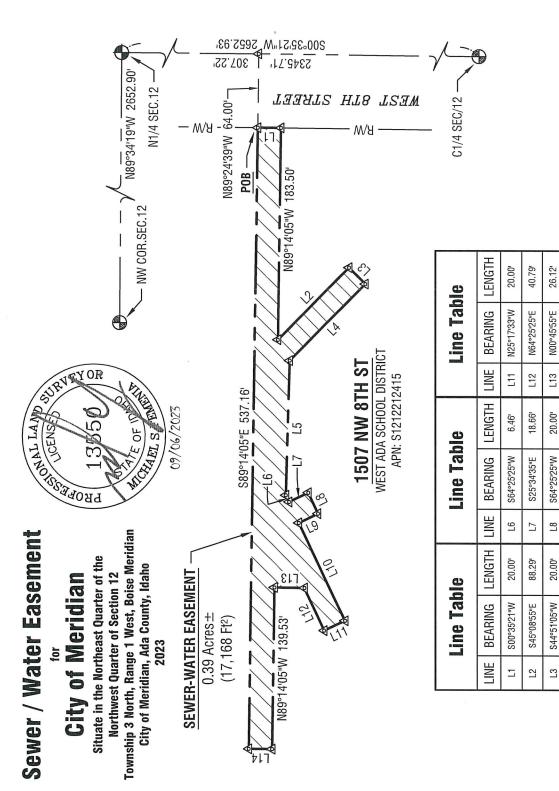
The above-described easement contains 0.39 acres (17,168 Ft<sup>2</sup>) more or less.

PREPARED BY:
The Land Group, Inc.
Michael S. Femenia



# Sewer - Water Easement (City of Meridian) West Ada School District Meridian Middle School





90' 160'

20.00

N00°45'55"E

L14

18.66' 93.72'

N25°34'35"W S64°25'25"W

F

93.80

N45°08'55"W N88°24'29"W

L10

116.40

Date of Issuance: September 6, 2023

Horizontal Scale: 1" = 80'

Exhibit "B"