

**Project Name (Subdivision):**

Creason Creek Subdivision No. 2

**Sanitary Sewer Easement Number:** 1

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

**SANITARY SEWER EASEMENT**

THIS Easement Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between CS2, 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:



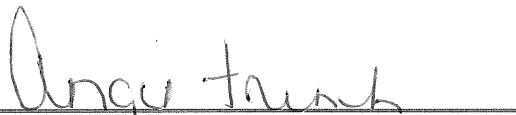
Cory Swain, Member, CS2, LLC

STATE OF IDAHO )

) ss

County of Ada )

This record was acknowledged before me on 7/7/2020 (date) by Cory Swain  
(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 CS2, 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: 9-16-2020

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 me on    (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: \_\_\_\_\_

Legal Description  
Creason Creek No. 2 Subdivision  
City of Meridian Sanitary Sewer Easement No. 1 – Exhibit A

An easement located in Government Lot 4 of Section 1, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of said Government Lot 4, from which a Brass Cap monument marking the southwest corner of the NW ¼ of said Section 1 bears S 0°01'03" E a distance of 2699.19 feet;

Thence S 0°01'03" E along the westerly boundary of said Government Lot 4 a distance of 683.13 feet to a point;

Thence leaving said westerly boundary S 88°59'35" E a distance of 579.20 feet to a point;

Thence S 0°36'19" W a distance of 56.63 feet to the **POINT OF BEGINNING**;

Thence S 89°23'41" E a distance of 20.00 feet to a point;

Thence S 0°36'19" W a distance of 127.20 feet to a point;

Thence N 88 56°02" W a distance of 20.00 feet to a point;

Thence N 0°36'19" E a distance of 127.04 feet to the **POINT OF BEGINNING**.

This easement contains 2,542 square feet (0.058 acres) more or less and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
July 6, 2020



# CREASON CREEK NO. 2 SUBDIVISION CITY OF MERIDIAN SANITARY SEWER EASEMENT NO. 1 EXHIBIT B

LOCATED IN GOVERNMENT LOT 4 OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 1 WEST, B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO

