

Project Name (Subdivision): <u>Franklin Parking Expansion</u>
Sanitary Sewer & Water Main Easement Number: <u>1</u>
Identify this Easement by sequential number if Project contains more than one easement of this type. (See Instructions for additional information).

ESMT-2023-0133

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____ 20 23 between
Falcon Properties, 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-of-way 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:

FALCON PROPERTIES, LLC,
an Idaho limited liability company,

By: Cimco Investment Corporation,
a Washington Corporation,
Its Manager,

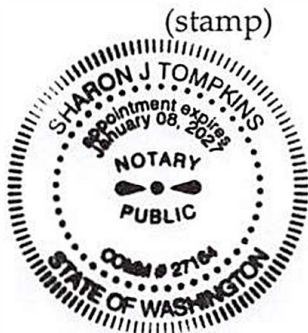
By Thomas H. Dye
Thomas H. Dye, President

State of Washington
) ss

County of Chelan)

On the 28th day of September 2023 before me, a Notary Public in and for said State, personally appeared Thomas H. Dye known or identified to me to be the President of Cimco Investment Corporation., a Washington Corporation, the Manager of Falcon Properties, LLC, an Idaho limited liability company, and acknowledged to me that he executed said instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Sharon J. Tompkins
Notary Signature 01-08-2027
My Commission Expires:

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
Rob er t E . S i m i s o n 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: _____



August 24, 2023
Project No.: 121152

EXHIBIT "A"

**2975 E. FRANKLIN ROAD PARKING LOT PROJECT
CITY OF MERIDIAN UTILITY EASEMENT DESCRIPTION**

An easement located in the Northeast Quarter of Section 17, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 17 of said Township 3 North, Range 1 East, (from which point the North Quarter Corner of said Section 17 bears North 89°54'33" West, 2570.99 feet distant); Thence from said Northeast Corner, North 89°54'33" West, a distance of 870.46 feet on the north line of said Section 17;

Thence South 00°02'02" West, a distance of 40.00 feet to a point on the southerly right of way line of East Franklin Road;

Thence South 89° 54' 33" East a distance of 23.49 feet on said southerly right of way line to the POINT OF BEGINNING;

Thence South 89° 54' 33" East, a distance of 39.51 feet on said southerly right of way line;

Thence South 00° 03' 31" West, a distance of 15.57 feet;

Thence South 45° 27' 21" West, a distance of 31.58 feet;

Thence South 00° 03' 31" West, a distance of 68.35 feet;

Thence South 11° 37' 34" East, a distance of 12.03 feet;

Thence North 78° 22' 26" East, a distance of 13.00 feet;

Thence South 11° 37' 34" East, a distance of 20.00 feet;

Thence South 78° 22' 26" West, a distance of 13.00 feet;

Thence South 11° 37' 34" East, a distance of 24.05 feet;

Thence South 79° 07' 34" East, a distance of 2.44 feet;

Thence North 10° 52' 26" East, a distance of 9.80 feet;

Thence South 79° 07' 34" East, a distance of 20.00 feet;

Thence South 10° 52' 26" West, a distance of 29.80 feet;

Thence North 79° 07' 34" West, a distance of 6.05 feet;

Thence South 10° 52' 26" West, a distance of 41.25 feet;

Thence North 79° 07' 34" West, a distance of 20.00 feet;

Thence North 10° 52' 26" East, a distance of 41.25 feet;

Thence North 79° 07' 34" West, a distance of 9.75 feet;

Thence North 11° 37' 34" West, a distance of 61.17 feet;

Thence North 89° 56' 53" West, a distance of 13.09 feet;

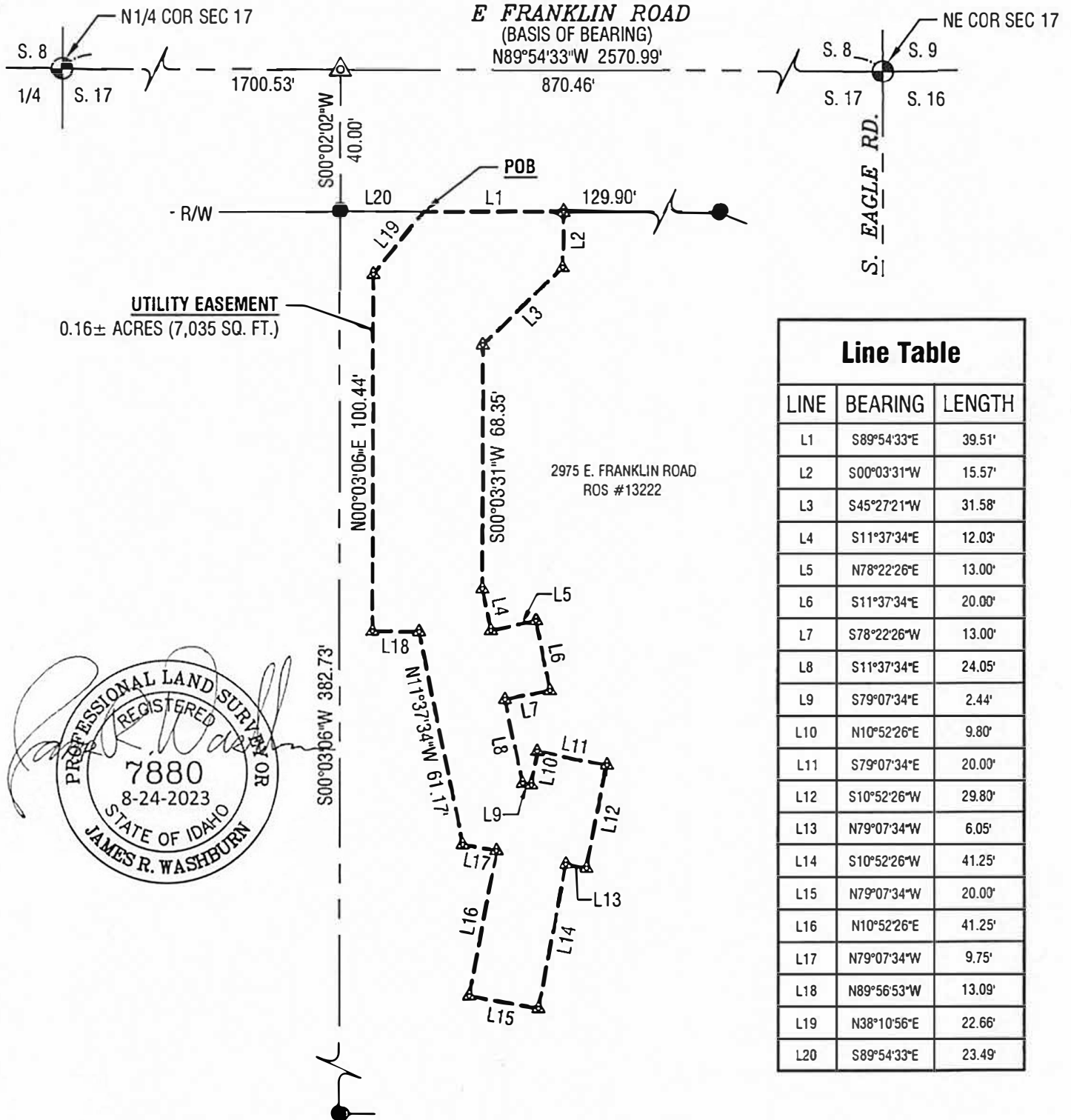
Thence North 00° 03' 06" East, a distance of 100.44 feet;

Thence North 38° 10' 56" East, a distance of 22.66 feet to a point on the southerly right of way line of East Franklin Road, being the POINT OF BEGINNING.

PREPARED BY:
The Land Group, Inc.

James R. Washburn





Line Table		
LINE	BEARING	LENGTH
L1	S89°54'33"E	39.51'
L2	S00°03'31"W	15.57'
L3	S45°27'21"W	31.58'
L4	S11°37'34"E	12.03'
L5	N78°22'26"E	13.00'
L6	S11°37'34"E	20.00'
L7	S78°22'26"W	13.00'
L8	S11°37'34"E	24.05'
L9	S79°07'34"E	2.44'
L10	N10°52'26"E	9.80'
L11	S79°07'34"E	20.00'
L12	S10°52'26"W	29.80'
L13	N79°07'34"W	6.05'
L14	S10°52'26"W	41.25'
L15	N79°07'34"W	20.00'
L16	N10°52'26"E	41.25'
L17	N79°07'34"W	9.75'
L18	N89°56'53"W	13.09'
L19	N38°10'56"E	22.66'
L20	S89°54'33"E	23.49'



Exhibit "B"

Horizontal Scale: 1" = 40'



Project No.: 121152
Date of Issuance: 8-23-2023



Utility Easement
City of Meridian
Falcon Properties, LLC

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