

Project Name or Subdivision Name:

Multi Tenant Retail

Sanitary Sewer & Water Main Easement Number: 1

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only

Record Number: \_\_\_\_\_

### **SANITARY SEWER EASEMENT**

THIS Easement Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between  
Cortona Way Retail, 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 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.

GRANTOR: Cortona Way Retail, LLC



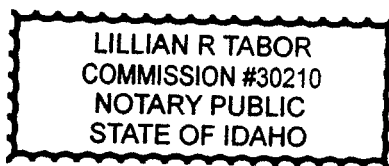
STATE OF IDAHO )

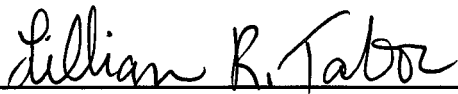
) ss

County of Ada )

This record was acknowledged before me on 11-4-2025 (date) by Dyan Chacon (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 Cortona Way Retail, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

Notary Stamp Below



  
Notary Signature  
My Commission Expires: 08-26-2030

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.

Notary Stamp Below

\_\_\_\_\_  
Notary Signature

My Commission Expires: \_\_\_\_\_

September 24, 2025  
Project No. 25-017  
Sewer Line Easement

**Exhibit A**

A parcel of land for a Sewer Line Easement being a portion of Lot 14, Block 12, of the Amended Plat of Verona Subdivision No. 4 (Book 102 of Plats, Pages 13476-13477), situated in the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the Southwest corner of said Section 26, which bears N88°58'42"W a distance of 2,602.83 feet from a found brass cap marking the South 1/4 corner of said Section 26, thence following the southerly line of said Southwest 1/4 of the Southwest 1/4, S88°58'42"E a distance of 825.07 feet;

Thence leaving said southerly line, N01°01'18"E a distance of 29.17 feet to a found 5/8-inch rebar marking the Southeast corner of Parcel 1 as described in Special Warranty Deed per Instrument No. 2025-013985;

Thence following the easterly boundary of said Parcel 1, N00°00'10"E a distance of 55.85 feet to the **POINT OF BEGINNING**.

Thence leaving said easterly boundary, S45°00'00"W a distance of 41.61 feet;

Thence N01°29'45"E a distance of 6.96 feet;

Thence N88°30'15"W a distance of 7.18 feet;

Thence N45°00'00"E a distance of 47.19 feet;

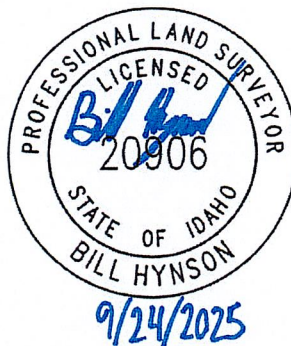
Thence N90°00'00"E a distance of 3.05 feet to said easterly boundary;

Thence following said easterly boundary, S00°00'10"W a distance of 11.10 feet to the **POINT OF BEGINNING**.

Said parcel contains 436 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

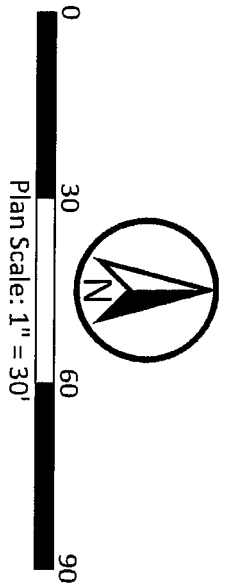
All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



# LEGEND

- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR
- CALCULATED POINT
- BOUNDARY LINE
- EASEMENT LINE
- SECTION LINE
- SURVEY TIE LINE



PARCEL H PER  
R.O.S. No. 12081

PARCEL J PER  
R.O.S. No. 12081

Parcel 1 per Special Warranty  
Deed per INST. No. 2025-013985  
Owner: Cortona Way Retail LLC  
APN: R9010680121

PROPOSED SEWER  
AND WATER EASEMENT

LOT 15, BLOCK 12  
AMENDED PLAT OF  
VERONA SUB. No. 4

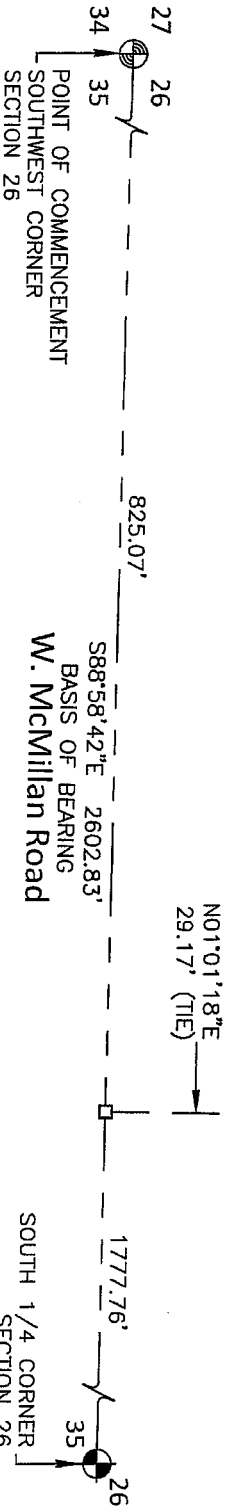
DATE: SEPTEMBER, 2025  
PROJECT: 25-017

SHEET:

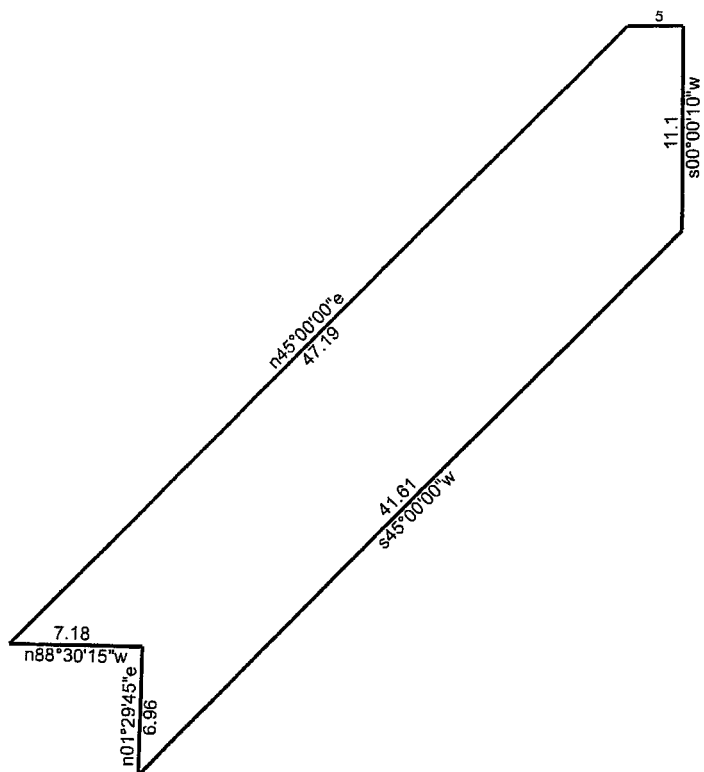
1 OF 1

## Exhibit B Sewer Easement

A portion of Lot 14, Block 12, Amended Plat of Verona Sub. No. 4, situated in the  
SW1/4 of the SW1/4 of Section 26, T.4N., R.1W., B.M., City of Meridian, Ada County, ID



**km**  
ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kme@kilip.com



9/24/2025

Scale: 1 inch= 10 feet

File:

Tract 1: 0.0100 Acres (436 Sq. Feet), Closure: n04.3700e 0.01 ft. (1/12565), Perimeter=117 ft.

01 s45.0000w 41.61

02 n01.2945e 6.96

03 n88.3015w 7.18

04 n45.0000e 47.19

05 n90.0000e 3.05

06 s00.0010w 11.1