Project Name or Subdi	vision Name:	
Bountiful Commons East Commercial		
Sanitary Sewer & Water Identify this Easement by sequenting this type. See instructions/checklish	al number of the project contains more than one easement of for additional information	
For Internal Use Only	ESMT-2025-0004	

Record Number:

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this	_day of	20	between
Tama Irish	("Granto	r") and the City of Me	eridian, 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.

TOHAVE AND TOHOLD, 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: Tamca Icish

Coulde

STATE OF IDAHO)

ss

County of Ada

This record was acknowledged before me on 1-10-25 (date) by

10mca Icish (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 (name of entity on behalf of whom record was executed), in the following representative capacity: (type of authority such as officer or trustee)

Notary Stamp Below

Artel Adamson Notary Public

Sanitary Sewer and Water Main Easement

State of Idaho

Commission No. 20221732

Notary Signature

My Commission Expires: 04/04/2028

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor 2-4-2025	
Attest by Chris Johnson, City Clerk 2-4-20	25
STATE OF IDAHO,) : ss.	
County of Ada)	
This record was acknowledged befor and Chris Johnson on behalf of the Clerk, respectively.	re me on 2-4-2025 (date) by Robert E. Simison City of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	Notary Signature My Commission Expires:



December 17, 2024
Project No. 24-039
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Sewer and Water Easement over a portion of Lot 1, Block 1 of Bountiful Commons East Subdivision (Book 126 of Plats, Pages 20359-20361), situated in the Southwest 1/4 of the Northwest 1/4 of Section 25, 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 West 1/4 corner of said Section 25, which bears S00°55'15"W a distance of 2,657.84 feet from a found aluminum cap marking the Northwest corner of said Section 25, thence following the westerly line of said Southwest 1/4 of the Northwest 1/4, N00°55'15"E a distance of 1,180.64 feet; Thence leaving said westerly line, S89°04'45"E a distance of 307.03 feet to a found 5/8-inch rebar marking the Northwest corner of Lot 3, of said Block 1 of Bountiful Commons East Subdivision;

Thence following the northerly boundary line of said Lot 3, S89°24'37"E a distance of 211.48 feet a found 5/8-inch rebar marking the Southwest corner of said Lot 1;

Thence leaving said northerly boundary line and following the southerly boundary line of said Lot 1, S89°24′37″E a distance of 22.39 feet to an existing City of Meridian Sewer and Water Easement per Instrument No. 2023-007753 and being the **POINT OF BEGINNING.**

Thence leaving said southerly boundary line and following said existing easement the following two (2) courses:

- 1. N00°19′52″E a distance of 15.74 feet;
- 2. N89°24'37"W a distance of 14.32 feet;

Thence leaving said existing easement, N00°35′23″E a distance of 7.26 feet;

Thence S89°24'37"E a distance of 3.00 feet;

Thence N00°35′23″E a distance of 36.51 feet;

Thence S89°24'37"E a distance of 20.00 feet;

Thence S00°35′23″W a distance of 59.51 feet to said southerly boundary line;

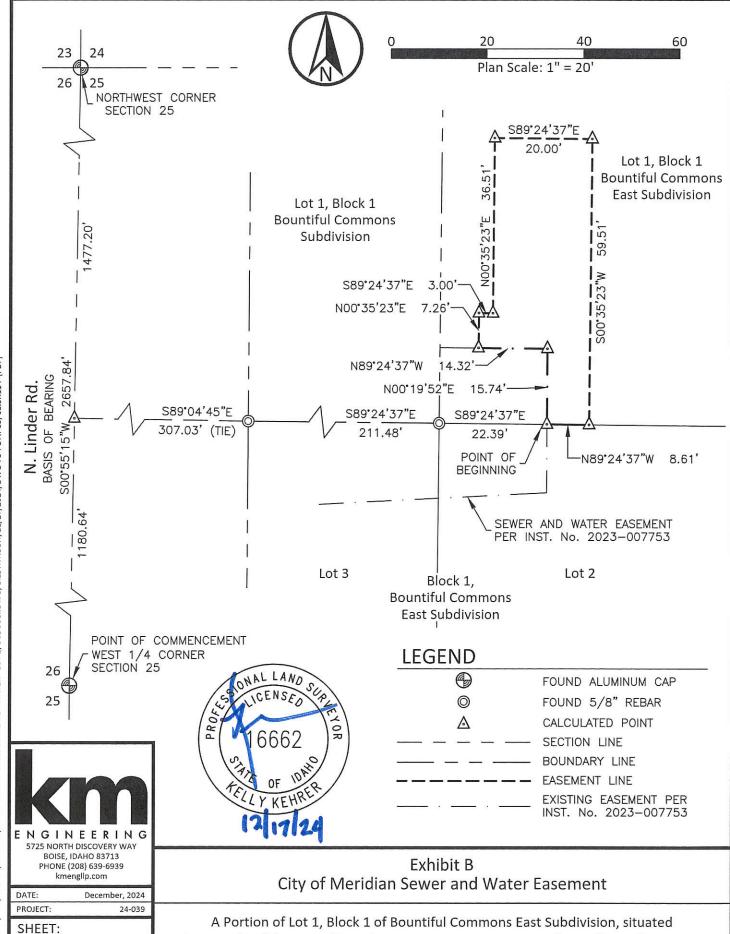
Thence following said southerly boundary line, N89°24′37″W a distance of 8.61 feet to the POINT OF BEGINNING.

Said parcel contains 1,033 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 or 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.

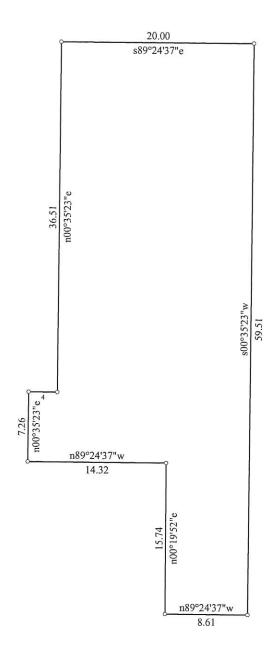




in the SW 1/4 of the NW 1/4, Sec. 25, T.4N., R.1W., B.M., City of Meridian, Ada County, ID

P:\24-039\CAD\SURVEY\EXHIBITS\24-039 CITY OF MERIDIAN SEWER WATER - LOT 1, BCE SUB..DWG, BILL HYNSON, 12/17/2024, DWG TO PDF.PC3, 08.5X11 P [PDF]

1 OF 1



Title:		Date: 12-17-2024		
Scale: 1 inch = 10 feet	File:			
Tract 1: 0.024 Acres: 1033 Sq Feet: Closure = n81.5133e 0.00 Feet: Precision = 1/156158: Perimeter = 165 Feet				
001=n00.1952e 15.74	004=s89.2437e 3.00	007=s00.3523w 59.51		
002=n89.2437w 14.32	005=n00.3523e 36.51	008=n89.2437w 8.61		
003=n00.3523e 7.26	006=s89.2437e 20.00			