Project Name (Subdivision):

## VACATION TWISTED CREEK STRE

Sanitary Sewer & Water Main Easement Number:

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 day of_		between
Jump Creek Subdivision HOA Inc	("Grantor") ar	nd the City of Meridian	, an Idaho
Municipal Corporation ("Grantee");			

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, 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.

STATE OF IDAHO )

State of IDAHO )

State of IDAHO )

This record was acknowledged before me on Aug. 18,2020 (date) by Covey Barton (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 Tump Creak Hor (name of entity on behalf of whom record was executed), in the following representative capacity: weside (type of authority such as officer or trustee)

Notary Signature

My Commission Expires:

Sanitary Sewer and Water Maint Masement

REV. 01/01/2020

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

### EXHIBIT A

# DESCRIPTION FOR CITY OF MERIDIAN SEWER AND WATER LINE EASEMENT JUMP CREEK SUBDIVISION

A the NE 1/4 of the SE 1/4 of Section 28, Township 4 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the Southeast corner of said Section 28 from which the East 1/4 corner of said Section 28 bears North 00°31'08" East, 2637.33 feet;

thence along the East boundary line of said Section 28 North 00°31'08" East, 1,629.07 feet;

thence leaving said East boundary line North 89°28'52" West, 48.00 feet to a point on the West right-of-way line of N. Black Cat Road, said point also being the **REAL POINT OF BEGINNING**;

thence along said West right-of-way line South 00°31'08" West, 19.27 feet;

thence leaving said West right-of-way line North 89°28'52" West, 125.00 feet;

thence North 00°31'08" East, 36.97 feet;

thence South 89°28'52" East, 125.00 feet to a point on the West right-of-way line of N. Black Cat Road;

thence along said West right-of-way line South 00°31'08" West, 17.70 feet to the **REAL POINT OF BEGINNING**.





