

ESMT-2022-0128 Shelburne South No. 1 and No. 2
Sanitary Sewer Easement No. 2

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this 8th day of March, 2022 between SHELBURNE PROPERTIES 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.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 3-8-2022

Attest by Chris Johnson, City Clerk 3-8-2022

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on 3-8-2022 (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)

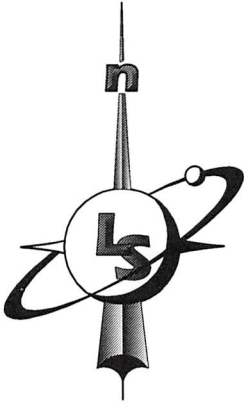
Notary Signature
My Commission Expires: 3-28-2022

EXHIBIT B

SANITARY SEWER EASEMENT

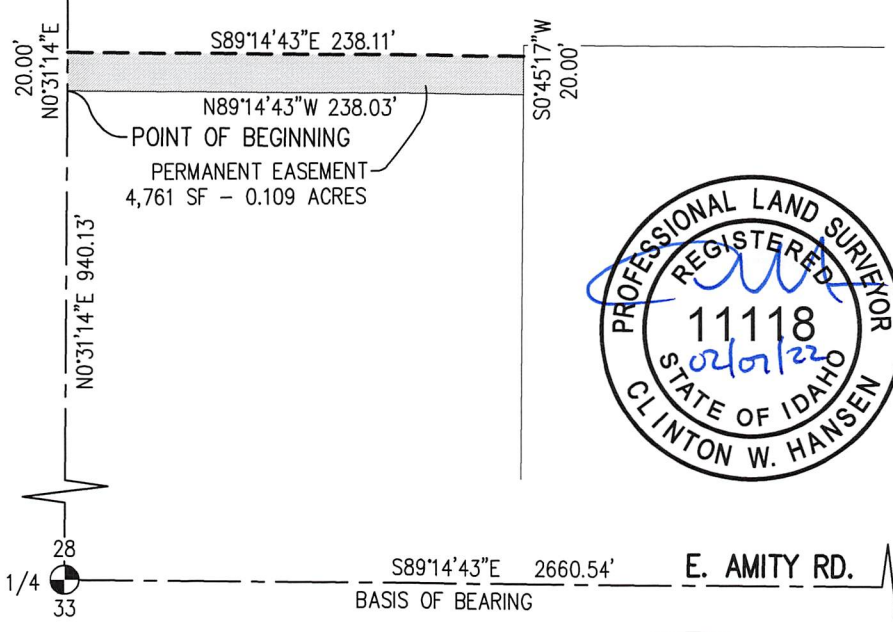
PROPOSED SHELBURNE SOUTH SUBDIVISION

FREEMAN FAMILY TRUST PARCEL
LOCATED IN THE SW1/4 OF THE SE 1/4 OF SECTION 28
T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO



CS 1/16

FREEMAN FAMILY TRUST
PARCEL NO. S1128438586.



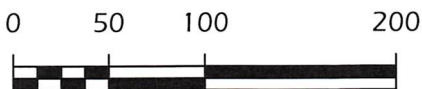
MERIDIAN JOINT SCHOOL
DISTRICT NO. 2
PARCEL NO. S1128346800



S. CLOVERDALE RD.

S89°14'43"E 2660.54'
BASIS OF BEARING

E. AMITY RD.



LandSolutions

Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 19-08

EXHIBIT A
Legal Description
Permanent Sewer Easement
Freeman Family Trust Parcel
Proposed Shelburne South Subdivision

An easement located in the SW ¼ of the SE ¼ of Section 28, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southwest corner of the SE ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of said SE ¼ bears S 89°14'43" E a distance of 2660.54 feet;

Thence N 0°31'14" E along the west boundary of said SE ¼ a distance of 940.13 feet to the **POINT OF BEGINNING**;

Thence continuing N 0°31'14" E along said boundary a distance of 20.00 feet to a point;

Thence leaving said boundary S 89°14'43" E a distance of 238.11 feet to a point;

Thence S 0°45'17" W a distance of 20.00 feet to a point;

Thence N 89°14'43" W a distance of 238.03 feet to the **POINT OF BEGINNING**.

This easement contains 4,761 SF (0.109 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
March 19, 2019

