## ESMT-2023-0061 Turin Plaza Subdivision

## SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this	s day of	20 23	between
THIS Easement Agreement, made this	("Grantor") and th	e City of Meridi	an, 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, 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-ofway 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:** 

STATE OF IDAHO )

County of Ada

acknowledged before me on Milliame of individual), [complete the following if signing in a or strike the following if signing in an individual capacity] on (name of entity an behalf of whom record was behalf of \(\) executed), in the following representative capacity: (type of authority such as officer or trustee)

(stamp)

**CAYLA RELKA COMMISSION # 20225179 NOTARY PUBLIC** STATE OF IDAHO

MY COMMISSION EXPIRES 10/31/2028

Notary Signature

My Commission Expires:

re me on(date) by hnson on behalf of the City of Meridian, in rk, respectively.
Notary Signature My Commission Expires:



Professional Engineers, Land Surveyors and Planners

924 3<sup>rd</sup> St. So. Nampa, ID 83651 Ph (208) 454-0256 Fax (208) 467-4130

e-mail: dholzhey@masonandassociates.us

FOR: McCarter-Moorhouse

JOB NO.: MR0622

DATE: February 28, 2023

## EXHIBIT "A" WATER & SANITARY SEWER EASEMENT

An easement situated in Lot 2, Block 6, Bridgetower Crossing Subdivision No. 2 in the Ada County Recorder's Office in Book 86 at Pages 9641-9643 situated in the SW1/4 NW1/4 of Section 35, Township 4 North, Range 1 West, Boise Meridian, Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the northwest corner of Section 35 said corner being N 00° 52' 50" E., 2630.96 feet from the southwest corner of the NW1/4;

Thence S 00° 52' 50" W., 2214.50 feet along the west boundary of the NW1/4;

Thence S 89° 07' 10" E., 40.00 feet to the northwest corner of Lot 2;

Thence S 89° 07' 10" E., 358.00 feet along the north boundary of Lot 2 to the northeast corner of Lot 2;

Thence S 00° 52' 50" W., 80.81 feet along the east boundary of Lot 2 to the **POINT OF BEGINNING** of said easement;

Thence S 00° 52' 50" W., 30.00 feet along the east boundary of Lot 2;

Thence N 89° 07' 10" W., 320.00 feet parallel with the north boundary of Lot 2;

Thence N 00° 52' 50" E., 22.77 feet parallel with the east boundary of Lot 2;

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Thence N 89° 07' 10" W., 38.00 feet parallel with the north boundary of Lot 2 to a point on the west boundary of Lot 2;

Thence N 00° 52' 50" E., 20.00 feet along the west boundary of Lot 2;

Thence S 89° 07' 10" E., 48.00 feet parallel with the north boundary of Lot 2;

Thence S 00° 52' 50" W., 12.77 feet parallel with the east boundary of Lot 2;

Thence S 89° 07' 10" E., 310.00 feet parallel with the north boundary of Lot 2 to the **POINT OF BEGINNING** of said easement.



