

Project Name (Subdivision):

Inglewood Place Subdivision - Ph 1

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 _____ 20__ between
SEC 098 LLC (“Grantor”) and the City of Meridian, 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.

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 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.

GRANTOR:



James Petersen

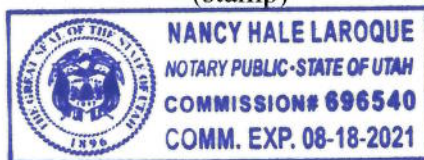
STATE OF ~~IDAHO~~ UTAH

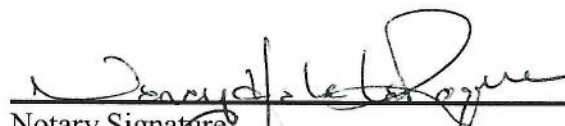
) ss

County of ~~Ada~~ Salt Lake

This record was acknowledged before me on 11-02-2020 (date) by James Petersen (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 SEC 098 LLC (name of entity on behalf of whom record was executed), in the following representative capacity: President/managing member (type of authority such as officer or trustee)

(stamp)




Notary Signature
My Commission Expires: 08-18-2021

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.

(stamp)

Notary Signature

My Commission Expires:_____



Project No: 180364

Date: September 8, 2020

Page 1 of 2

CITY OF MERIDIAN WATER AND SEWER EASEMENT DESCRIPTION

A permanent easement, for water and sewer purposes, situated in a portion of the SW1/4 of the SW1/4 of section 21, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and more particularly described as follows:

COMMENCING at a brass cap monument marking the southwest corner of said Section 21, coincident with the centerline intersection of S. Eagle Rd. and E. Victory Rd., from which a brass cap monument marking the southeast corner of the SW1/4 (S1/4 corner) of said Section 21 bears S.89°36'01"E., 2657.24 feet; thence, along west line of said Section 21,

- A. N.00°00'25"W., 560.47 feet; thence leaving said west line,
- B. S.89°36'02"E., 48.00 feet to the east right of way line of said S. Eagle Rd.; thence along east right of way line,
- C. S.00°00'25"E., 189.82 feet to the **POINT OF BEGINNING**; thence, leaving said east right of way line,
 - 1. N.89°59'35"E., 280.50 feet; thence,
 - 2. N.00°00'25"W., 113.30 feet; thence,
 - 3. N.45°00'00"W., 28.90 feet; thence,
 - 4. S.89°59'35"W., 20.07 feet; thence,
 - 5. N.00°00'25"W., 20.00 feet; thence,
 - 6. N.89°59'35"E., 37.00 feet; thence,
 - 7. N.00°00'25"W., 34.13 feet to the north boundary of that parcel described in instrument number 2018092596, records of Ada County, Idaho; thence, along said north boundary,
 - 8. S.89°36'02"E., 264.51 feet to the future west right of way line of S. Titanium Ave.; thence, along said west right of way line,
 - 9. S.00°00'25"E., 20.00 feet; thence,
 - 10. N.89°36'02"W., 231.00 feet; thence,
 - 11. S.00°00'25"E., 197.62 feet; thence,
 - 12. S.89°59'35"W., 10.00 feet; thence,
 - 13. S.00°00'25"E., 216.99 feet; thence,
 - 14. N.89°59'35"E., 241.00 feet to the future west right of way line of S. Titanium Ave.; thence, along said west right of way line,
 - 15. S.00°00'25"E., 20.00 feet; thence,
 - 16. S.89°59'35"W., 244.22 feet; thence,
 - 17. N.61°13'17"W., 59.65 feet; thence,



EXHIBIT A - INGLEWOOD PLACE SUBDIVISION PHASE 1



Project No: 180364

Date: September 8, 2020

Page 2 of 2

18. N.00°00'25"W., 22.82 feet; thence,
19. S.61°13'17"E., 40.51 feet; thence,
20. N.00°00'25"W., 204.95 feet; thence,
21. S.89°59'35"W., 280.50 feet to the east right of way line of said S. Eagle Rd.; thence,
along said east right of way line,
22. N.00°00'25"W., 30.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 0.712 acres.

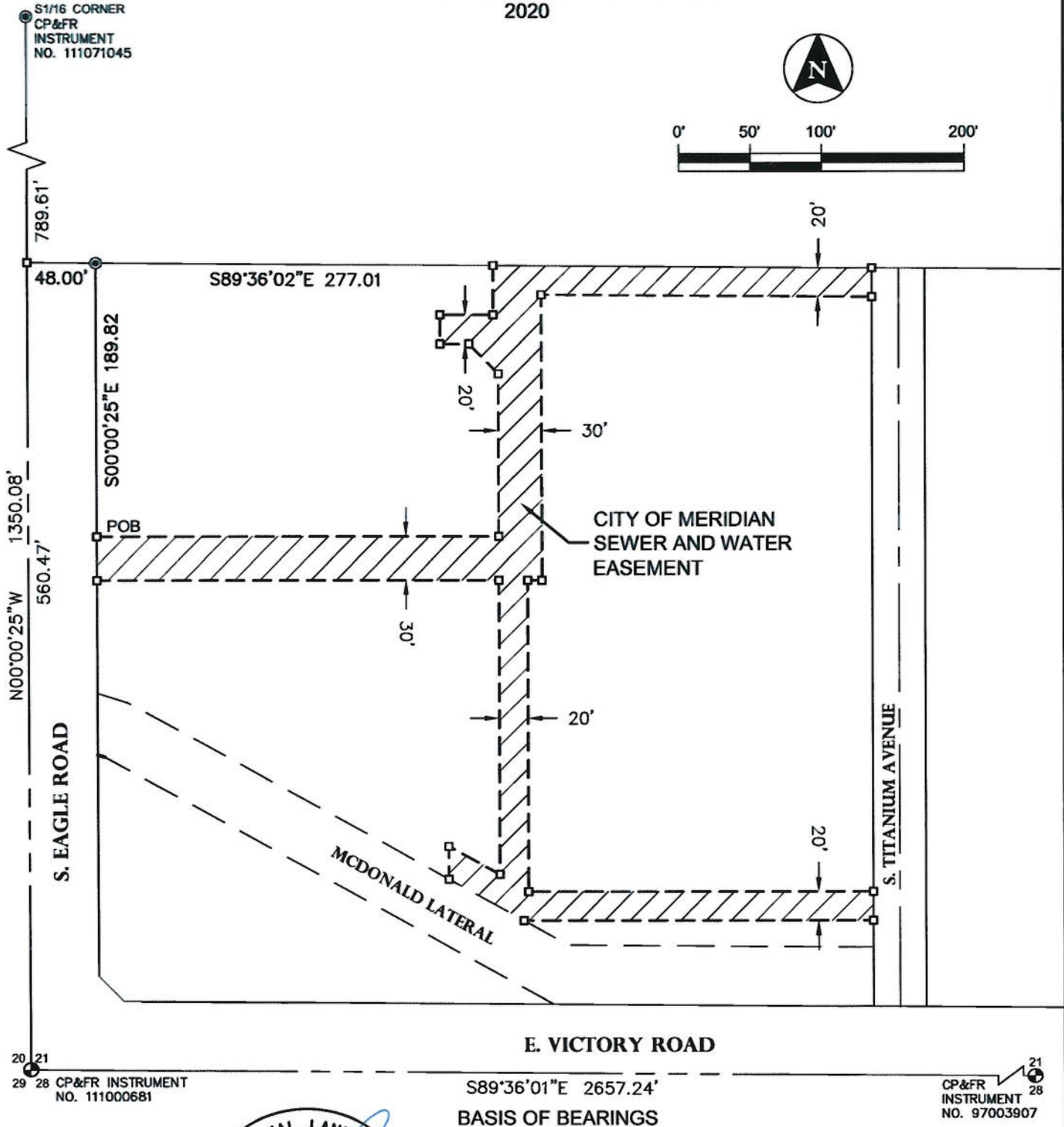
Attached hereto is "EXHIBIT SKETCH – MERIDIAN WATER AND SEWER" and by this reference made a part hereof.

© 2020 T-O ENGINEERS. THIS INSTRUMENT IS THE PROPERTY OF T-O ENGINEERS. ANY REPRODUCTION, REUSE OR MODIFICATION OF THIS INSTRUMENT WITHOUT SPECIFIC WRITTEN PERMISSION OF T-O ENGINEERS IS STRICTLY PROHIBITED.

EXHIBIT B - INGLEWOOD PLACE SUBDIVISION PHASE 1

EXHIBIT SKETCH - SEWER AND WATER EASEMENT

LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 21,
TOWNSHIP 3 NORTH, RANGE 1 EAST BOISE MERIDIAN,
CITY OF MERIDIAN, ADA COUNTY, IDAHO
2020



T-O ENGINEERS

332 N. BROADMORE WAY
NAMPA, IDAHO 83687

PHONE: (208) 442-6300

WWW.TO-ENGINEERS.COM

E-FILE: 180364-V-EASEMENT SKETCHES.dwg

DATE: 9/8/20

JOB: 180364