Apex Northwest Subdivision No. 4 Sanitary Sewer and Water Main Easement No. 1

ESMT-2023-0160

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 21 day of Eagle 1 LLC ("Grantor") November 20 23 between and 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, 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.

LB

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: EAGLE 1, LLC
for //du
By: Chris Nolan, Member
STATE OF IDAHO)
County of Ada)

acknowledged before record on me (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on (name of entity on behalf of whom record was ive capacity: (type behalf of Eagle 13C executed), in the following representative capacity: authority such as officer or trustee)

Sanitary Sewer and Water Main Easement

(stamp)

My Commission Expires:

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor 11-21-2023	
11-21-2023	
Attest by Chris Johnson, City Clerk 11-21-2	023
STATE OF IDAHO,)	
: ss. County of Ada)	
This record was acknowledged bef Robert E. Simison and Chris J their capacities as Mayor and City Cl	ore me on(date) by ohnson on behalf of the City of Meridian, in erk, respectively.
(stamp)	
	Notary Signature My Commission Expires:

74.813



October 23, 2023 Apex Northwest Subdivision No. 4 Project No. 22-053 Legal Description City of Meridian Utility Easement

Exhibit A

A parcel of land for a City of Meridian Water and Sewer Easement situated in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 3 North, Range 1.East, B.M., City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found 5/8-inch rebar marking the South 1/4 corner of said Section 31, which bears N89°42'21"W a distance of 2,640.00 feet from an aluminum cap marking the Southeast corner of said Section 31;

Thence following the easterly line of said Southeast 1/4 of the Southwest 1/4 of Section 31, N00°16'52"E a distance of 311.49 feet to the **POINT OF BEGINNING**.

Thence leaving said easterly line, N89°43'08"W a distance of 47.00 feet;

Thence N00°16'52"E a distance of 38.00 feet;

Thence S89°43'08"E a distance of 47.00 feet to said easterly line;

Thence following said easterly line, S00°16'52"W a distance of 38.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 1,786 square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is hereby made a part hereof.



P:\22-053\CAD\\$URVEY\EXHIBITS\22-053 CITY OF MERIDIAN UTILITY EASEMENT WHITE FAMILY.DWG, AARON BALLARD, 10/23/2023, ESTUDIO907.PC3, 08.5X11 P