

ESMT-2022-0129 Quartet Northeast Subdivision No. 2
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 15th day of March 2022 between Quenzer Farms LLLP who took title as Quenzer Farms L. P. (“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.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTORS:

QUENZER FARMS LLLP,
an Idaho limited liability limited partnership

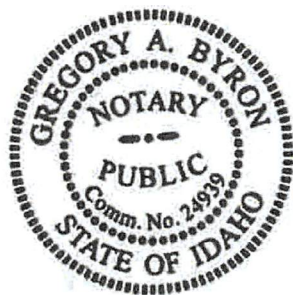
By: 
Dean Quenzer, General Partner

By: 
Marvin Quenzer, General Partner

STATE OF IDAHO)
 :SS.
County of Ada)

On this 24th day of February, 2022, before me, a Notary Public in and for said State, personally appeared Dean Quenzer, known or identified to me to be a general partner of Quenzer Farms LLLP, an Idaho limited liability limited partnership, and acknowledged to me that he executed the within instrument of behalf of said limited liability limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

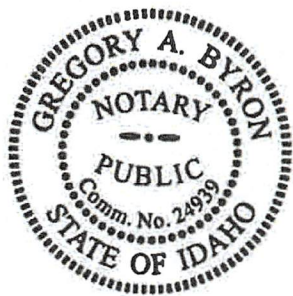



Notary Public for Idaho
My Commission Expires: 1/13/2025

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

On this 24th day of February, 2022, before me, a Notary Public in and for said State, personally appeared Marvin Quenzer, known or identified to me to be a general partner of Quenzer Farms LLLP, an Idaho limited liability limited partnership, and acknowledged to me that he executed the within instrument of behalf of said limited liability limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public for Idaho
My Commission Expires: 11/13/2025



January 4, 2022
Project No. 21-024
Quartet Northeast Subdivision No. 2
City of Meridian Water and Sewer Easement
Legal Description

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 Northwest 1/4 of Section 34, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at an aluminum cap marking the Center-North 1/16 corner of said Section 34, which bears S89°26'06"E a distance of 2,647.62 feet from a 5/8-inch rebar marking the North 1/16 corner of Sections 33 and 34;

Thence following the northerly line of said Southeast 1/4 of the Northwest 1/4 of Section 34, N89°26'06"W a distance of 347.56 feet to the northeast corner of proposed Quartet Northeast Subdivision No. 2;

Thence leaving said northerly line and following the subdivision boundary of said proposed Quartet Northeast Subdivision No. 2, the following two (2) courses:

1. S00°33'54"W a distance of 136.30 feet;
2. 235.19 feet along the arc of a circular curve to the right, said curve having a radius of 681.50 feet, a delta angle of 19°46'23", a chord bearing of S10°27'05"W and a chord distance of 234.02 feet to the **POINT OF BEGINNING**.

Thence leaving said subdivision boundary, S69°29'38"E a distance of 16.00 feet;

Thence 39.73 feet along the arc of a circular curve to the right, said curve having a radius of 697.50 feet, a delta angle of 03°15'50", a chord bearing of S21°58'25"W, and a chord distance of 39.73 feet;

Thence N66°28'36"W a distance of 16.00 feet to said subdivision boundary;

Thence following said subdivision boundary, 38.89 feet along the arc of a circular curve to the left, said curve having a radius of 681.50 feet, a delta angle of 03°16'11", a chord bearing of N21°58'22"E, and a chord distance of 38.89 feet to the **POINT OF BEGINNING**.









Said parcel contains 629 Sq. Ft., more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

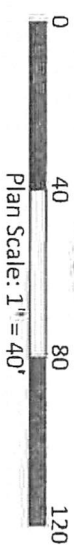
Attached hereto is Exhibit B and by this reference is hereby made a part hereof.



C:\KME\ENGINEERING\KMG-GENERAL - DOCUMENTS\REMOTE WORK\PROJECT\21_024\CAD\SURVEY\EXHIBITS\21_024 CITY OF MERIDIAN WATER SEWER EASEMENT.dwg TO PDF.PC3, 08.5X11 P [PDF]

LEGEND

-  ALUMINUM CAP
-  CALCULATED POINT
-  PROPOSED MONUMENT
-  FOUND 5/8" REBAR
-  SECTION LINE
-  PROPERTY BOUNDARY LINE
-  PROPOSED EASEMENT LINE
-  LOT LINE



Quartet Northeast
Subdivision No. 2

N. Grand Lake Way

Quenzer Farms LP

POINT OF BEGINNING

POINT OF COMMENCEMENT
FOUND ALUMINUM CAP "10729"
C-N 1/16 CORNER SECTION 34

FOUND 5/8" REBAR "ALB 12459"
NORTH 1/16 CORNER SECTIONS 33/34

BASIS OF BEARING
S89°26'06"E 2647.62'

2300.06' 347.56'

S00°33'54"W
136.30'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S69°29'38"E	16.00
L2	N66°28'36"W	16.00

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	681.50'	235.19'	19°46'23"	S10°27'05"W	234.02'
C2	697.50'	39.73'	3°15'50"	S21°58'25"W	39.73'
C3	681.50'	38.89'	3°16'11"	N21°58'22"E	38.89'



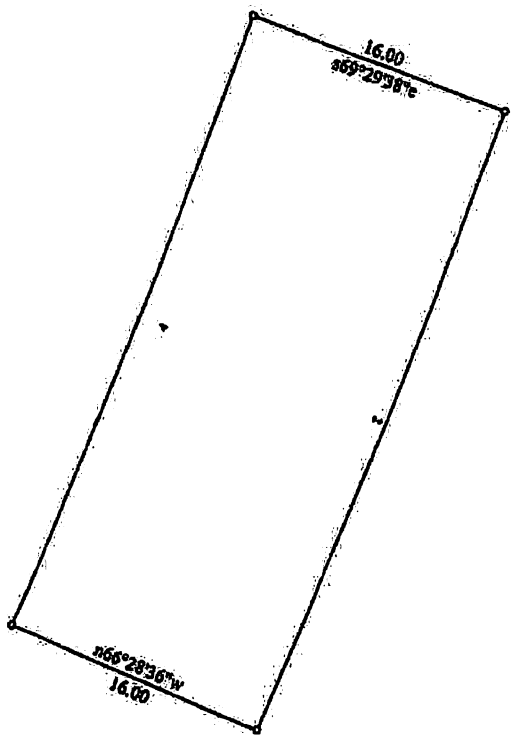
KMG ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: January 2022
PROJECT: 21-024

SHEET:
1 OF 1

Exhibit B - City of Meridian Water & Sewer Easement
Quartet Northeast Subdivision No. 2

Situated in a portion of the SE 1/4 of the NW 1/4 of Section 34
T4N, R1W, B.M., City of Meridian, Ada County, Idaho



Title:		Date: 01-05-2022
Scale: 1 inch = 10 feet	File: Deed Plotter.des	
Tract 1: 0.014 Acres: 629 Sq Feet: Closure = s26.2551w 0.00 Feet: Precision >1/9999999: Perimeter = 111 Feet		
001=s69.2938e 16.00 002=R; R=697.50; Dela=03.1550 Eng=s21.5825w; Chd=39.73	003=n66.2836w 16.00 004=L; R=681.50; Dela=03.1611 Eng=s21.5825e; Chd=38.89	