Project Name or Subdivision Name:

Pera Place Subdivision

Sanitary Sewer & Water Main Easement Number: 01

For Internal Use Only Record Number: ESMT-2025-0088

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this <u>12th</u> day of <u>August</u>, 2025, between PAUL POORMAN and GAYLE BUHRER-POORMAN ("Grantor"), and the CITY OF MERIDIAN, an Idaho Municipal Corporation ("Grantee");

WHEREAS, 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 are to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service the pipelines from time to time by Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by Grantor, and other good and valuable consideration, Grantor does hereby give, grant, and convey unto 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 Grantee, with the free right of access to such facilities at 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.

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.

GRANTOR covenants and agrees with 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.

GRANTOR does hereby covenant with 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, Grantor has subscribed its signature the day and year first herein above written.

Paul Poorman

Acyle Buhrer Poorman

Gayle Buhrer-Poorman

STATE OF IDAHO) ss. County of Ada)

This record was acknowledged before me on July 21, 2025, by Paul Poorman.

Signature of notary public

My commission expires: 3-26-2026

STATE OF IDAHO)
County of Ada)
This record was acknowledged before me on
GRANTEE:
CITY OF MERIDIAN
Robert E. Simison, Mayor 8-12-2025 Attest by Chris Johnson, City Clerk 8-12-2025
STATE OF IDAHO)) ss. County of Ada)
This record was acknowledged before me on by Robert E. Simison and Christ Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.
Signature of notary public
My commission expires:

EXHIBIT A Pera Place Subdivision Sanitary Sewer & Water Main Easement Number: 01

Legal Description of the Easement Area

Exhibit "A" City of Meridian Sanitary Sewer & Water Easement No.1 Description For 5230 North Black Cat Road

The following Describes a Twenty foot (20') wide Strip of Land for the Purpose of a Sewer & Water Easement being a Portion of the North 1/2 of the Southwest 1/4 of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly Described as follows:

COMMENCING at the Southwest Corner of said Section 27; From which, the West 1/4 Corner of said Section 27 bears, North 00°31′09″ East, 2637.37 feet; Thence along the Westerly Boundary Line of the Southwest 1/4 of said Section 27, North 00°31′09″ East, 1505.03 feet to the Northwest Corner of a Certain Parcel of Land as Described in Quit Claim Deed Instrument No. 107058013, Records of Ada County, Idaho; Thence Leaving said Westerly Boundary Line, and along the Northerly Boundary Line of said Certain Parcel of Land, South 89°07′48″ East, 311.37 feet; Thence Continuing, South 44°20′33″ East, 42.57 feet to the POINT OF BEGINNING:

Thence leaving said Northerly Boundary Line, and along the Easterly Boundary Line of said Certain Parcel of Land, South 00°26'34" West, 40.00 feet;

Thence leaving said Easterly Boundary Line, North 89°33'26" West, 20.00 feet;

Thence along a Line being 20.00 feet Westerly of and parallel with the Easterly Boundary of said Certain Parcel of Land, North 00°26'34" East, 40.00 feet;

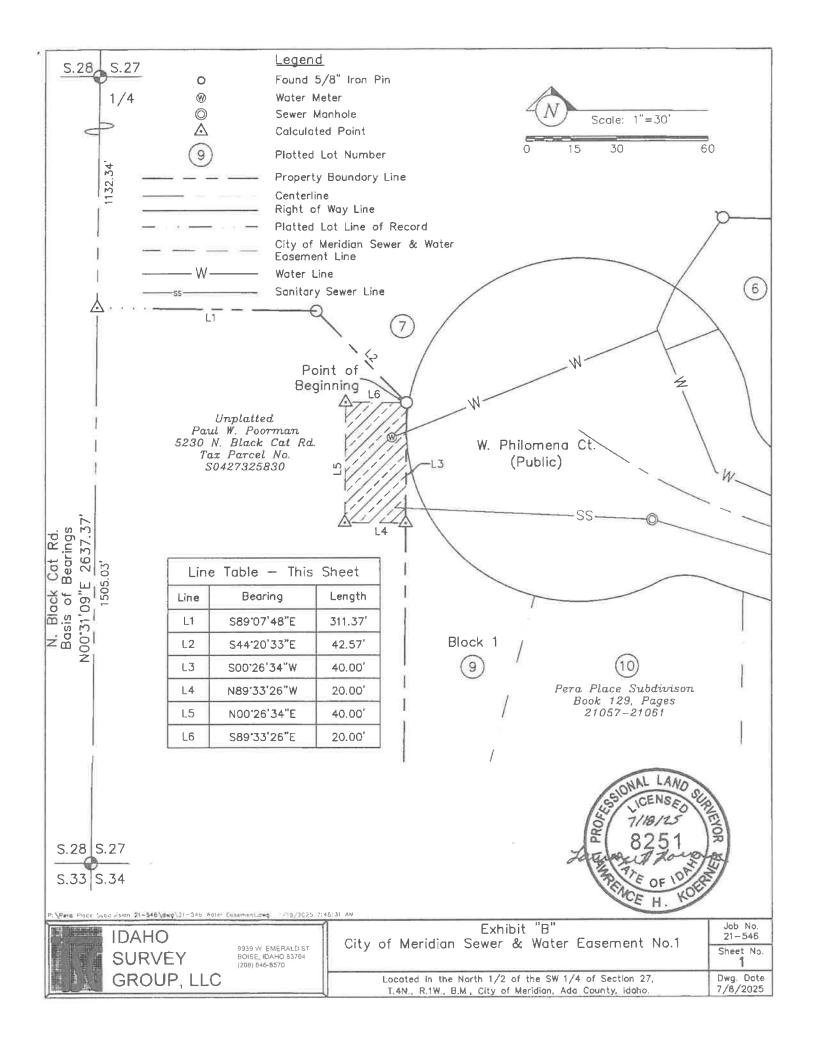
Thence leaving said parallel Line, South 89°33'26" East, 20.00 feet to the **POINT OF BEGINNING:**

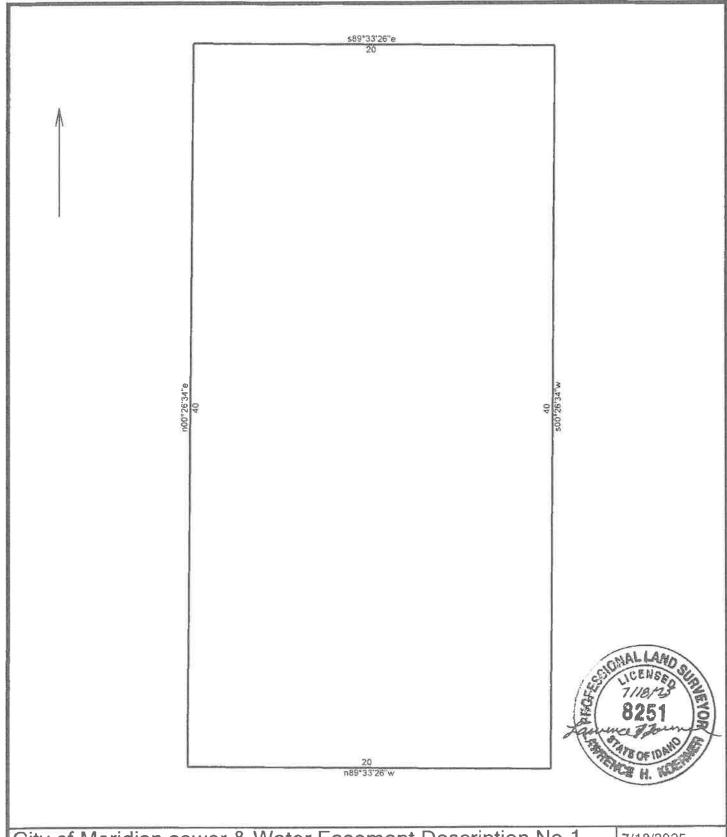
The above Described Strip of Land Contains 0.02 acres (800 Sq. Ft.), more or less.



EXHIBIT B Pera Place Subdivision Sanitary Sewer & Water Main Easement Number: 01

Depiction of Easement





City of Meridian sewer & Water Easement Description No.1

7/18/2025

Scale: 1 inch= 5 feet

File: City of Meridian sewer & Water easement.ndp

Tract 1: 0.0184 Acres (800 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=120 ft

01 s00.2634w 40

02 n89.3326w 20

03 n00.2634e 40 04 s89.3326e 20