| Project Name or Subdivision Name:  Stapleton Apartments  Sanitary Sewer & Water Main Easement Number: Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information. |  |  |                       |                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-----------------------|----------------|
|                                                                                                                                                                                                                                                                       |  |  | For Internal Use Only | ESMT-2025-0090 |

## SANITARY SEWER AND WATER MAIN EASEMENT

| THIS Easement Agreement made this 12th day of | of August | 20_25_ between               |
|-----------------------------------------------|-----------|------------------------------|
|                                               |           | e 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.

TOHAVE AND TOHOLD, 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-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: C4 Land, LLC

STATE OF IDAHO)

SS

County of Ada

This record was acknowledged before me on file of date) by Jim Conger (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 C4 Land, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Member (type of

authority such as officer or trustee)

Notary Signature

My Commission Expires: 8-3-205

Sanitary Sewer and Water Main Easement

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Version 01/01/2024



| GRANTEE: CITY OF MERIDIAN                                                                                                                             |                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Robert E. Simison, Mayor 8-12-2025                                                                                                                    | -                                                                                                            |
| Attest by Chris Johnson, City Clerk 8-12                                                                                                              | <u> </u>                                                                                                     |
| STATE OF IDAHO, ) : ss.  County of Ada )  This record was acknowledged be and Chris Johnson on behalf of the Clerk, respectively.  Notary Stamp Below | 8-12-2025  fore me on (date) by Robert E. Simison ne City of Meridian, in their capacities as Mayor and City |
|                                                                                                                                                       | Notary Signature My Commission Expires:                                                                      |



July 23, 2025 Project No. 23-096 City of Meridian Sewer and Water Easement

## Exhibit A

A parcel of land for a City of Meridian Sewer and Water Easement over a portion of Lot 20, Block 6 of Stapleton Subdivision No. 2 (Book 124 of Plats, Pages 19782-19786), situated in the Southeast 1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found 1/2-inch rebar marking the Northwest corner of said Lot 20, which bears N36°47′10″W a distance of 369.68 feet from a found 1/2-inch rebar marking the westerly angle point of said Lot 20, thence following the boundary of said Lot 20, S36°47′10″E a distance of 134.34 feet; Thence leaving said boundary, N89°54′20″E a distance of 54.15 feet to the **POINT OF BEGINNING**.

Thence S89°29′21″E a distance of 10.00 feet to an existing City of Meridian Sewer and Water Easement per Instrument No. 2024-012763;

Thence following said existing easement, S00°30′39″W a distance of 35.53 feet; Thence leaving said existing easement, N89°29′21″W a distance of 10.00 feet; Thence N00°30′39″E a distance of 35.53 feet to the **POINT OF BEGINNING.** 

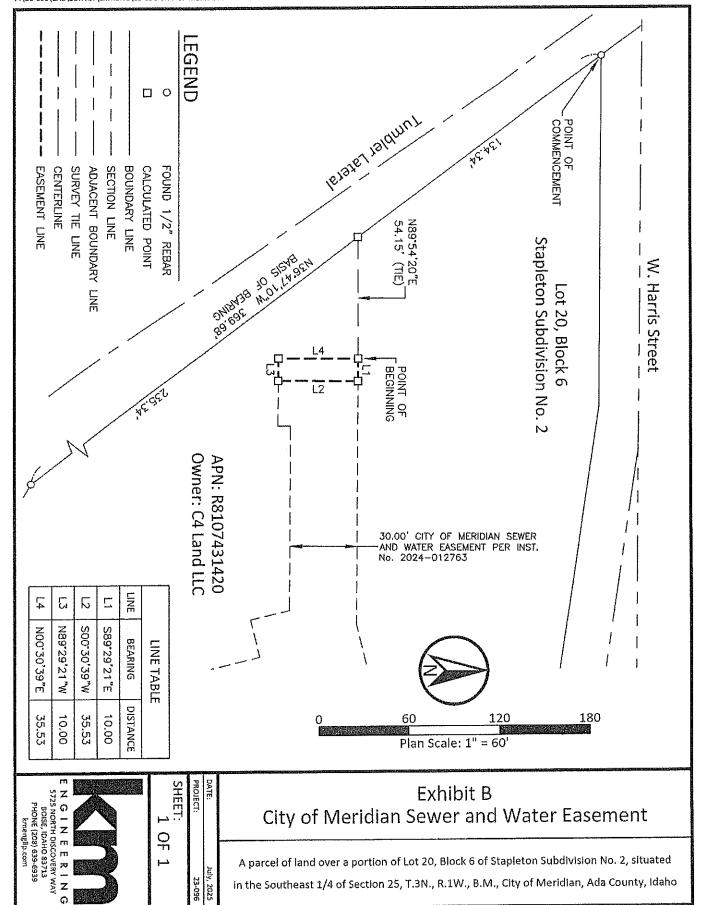
Said parcel contains 355 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

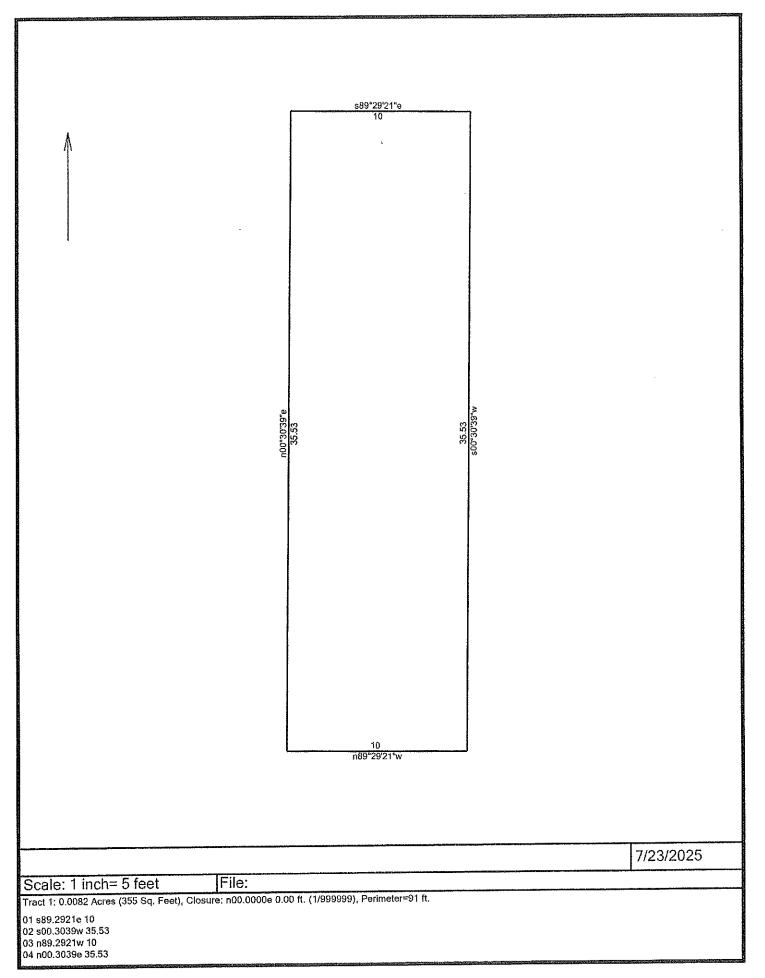
Attached hereto is Exhibit B and by this reference is made a part hereof.



fr



fr



for