

Project Name or Subdivision Name:

Friendship Celebration Lutheran Church of Ada County, Idaho, Inc.

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-2025-0013**

Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 18th day of February 20 25 between
Friendship Celebration Lutheran Church of Ada County, Idaho, Inc. ("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 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: Friendship Celebration Lutheran Church of Ada County, Idaho, Inc.

Ronald W. Bischoff

Ronald W. Bischoff, President

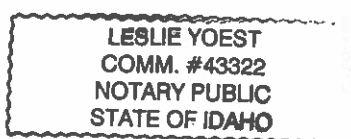
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 5th Feb 2025 (date) by Ronald Bischoff (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 Friendship Celebration Lutheran Church of Ada County, Idaho, Inc. (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)

Notary Stamp Below



Leslie Yoest

Notary Signature

My Commission Expires: 2-16-2030

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-18-2025

Attest by Chris Johnson, City Clerk 2-18-2025

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 2-18-2025 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Stamp Below

Notary Signature 3-28-2028
My Commission Expires:



CENTURION ENGINEERS, INC.

Consulting Engineers, Land Surveyors and, Planners
2323 S. Vista Ave, Suite 206 Boise, ID 83705
Telephone 208.343.3381 | www.centengr.com

Friendship Celebration Lutheran Church Meridian Water and Sewer Easement

13 January 2025

A portion of the northeast quarter of the northwest quarter of Section 30, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the northwest corner of said Section 30; thence N89°45'12"E, 2,420.71 feet along the northerly boundary of said Section 30 to the north quarter corner of said Section 30; thence S00°06'46"W, 664.31 feet along the easterly boundary of northwest quarter of said Section 30 to the northeast corner of Lot 1 of Block 1 of Friendship Subdivision, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder; thence S89°44'22"W, 130.00 feet along the northerly boundary of said Lot 1 to the northwest corner of said Lot 1 and to the **Point of Beginning**:

Thence continuing S89°44'22"W, 47.00 feet along the northerly boundary of said Friendship Subdivision to the northeast corner of Lot 11 of Block 5 of said Friendship Subdivision;

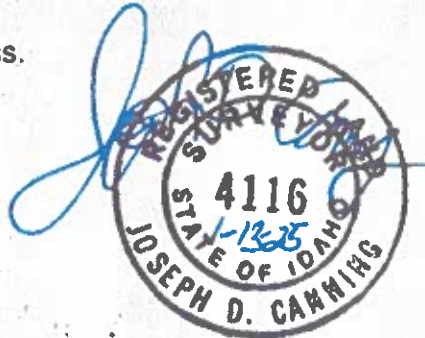
Thence N00°06'46"E, 22.00 feet;

Thence N89°44'22"E, 47.00 feet along a line 22.00 feet northerly of and parallel with the northerly boundary of said Friendship Subdivision;

Thence S00°06'46"W, 22.00 feet to the **Point of Beginning**.

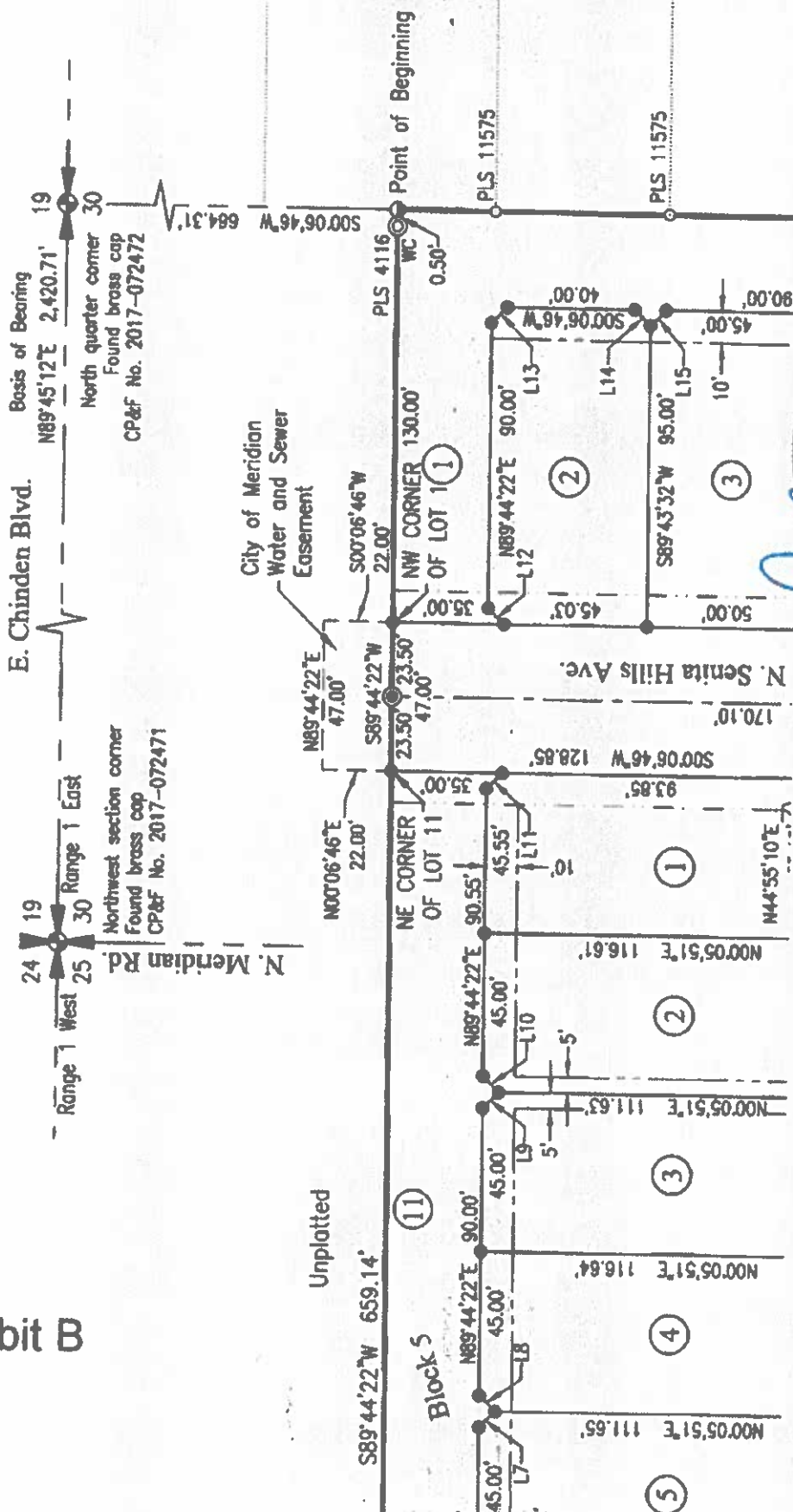
Comprising 1,034 Square Feet, more or less.

Exhibit A



Friendship Subdivision Water and Sewer Easement

Exhibit B



SCALE: 1"=50'



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