

ESMT-2022-0250 Concrete Construction Supply

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 1st day of November 20 22 between Concrete Construction Supply, 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 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 may fence the easement area, so long as: (1) the primary vehicular access gate is daisy chained with a Water Utility padlock and a Wastewater Utility padlock provided by the Grantee (collectively “padlocks”); (2) the padlocks are properly utilized to ensure the functionality of the daisy chain; and (3) the Grantor installs and maintains signage on or near the primary vehicular access gate with the Grantor’s emergency contact information. The Grantor may store equipment in the easement area, but shall, at the Grantee’s request, timely move said equipment to provide access to the sanitary sewer and water mains and their allied facilities. If the Grantor is unable or unwilling to timely move the equipment, the Grantee is authorized to move said equipment at the Grantor’s expense.

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.

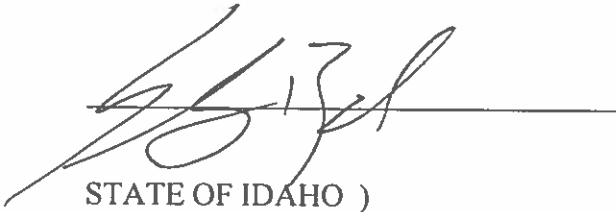
THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof 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]

GRANTOR:




STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 10/18/2022 (date) by Shelby Rayl (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 Concrete Construction Supply, Inc. (name of entity on behalf of whom record was executed), in the following representative capacity: Vice President (type of authority such as officer or trustee)

(stamp)

JULIA JILL METZ
Notary Public - State of Idaho
Commission Number 15758
My Commission Expires 02-07-2027


Notary Signature _____
My Commission Expires: 2-07-2027

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 11-1-2022

Attest by Chris Johnson, City Clerk 11-1-2022

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

This record was acknowledged before me on 11-1-2022 (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 Signature
My Commission Expires: _____

Exhibit A



Job No. 2020-229

J.B.F.

10-11-22

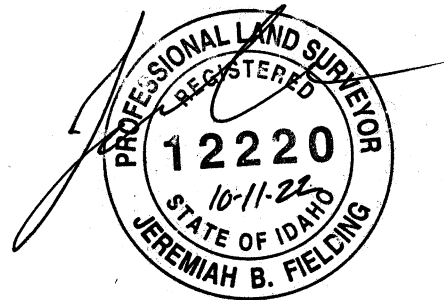
BOUNDARY DESCRIPTION FOR CITY OF MERIDIAN

Utility Easement

A portion of the vacated right-of-way of Nola Road that is located in the Southwest $\frac{1}{4}$ of Section 8, Township 3 North, Range 1 East of the Boise Meridian, City of Meridian, Ada County, Idaho described as:

Commencing at the Southwest corner of Lot 1, Block 1, Layne Industrial Park Subdivision that is located in the Southwest $\frac{1}{4}$ of Section 8, Township 3 North, Range 1 East of the Boise Meridian, City of Meridian, Ada County, Idaho and running thence N88°57'09"W 18.32 feet along the North right-of-way line of the Union Pacific Railroad to the Point of Beginning; thence N88°57'09"W 46.69 feet along said North right-of-way line to a found 5/8" rebar; thence N00°03'43"W 9.27 feet to a found 5/8" rebar (said point being on a curve); thence Westerly 38.04 feet along said curve to the right (Curve data: Radius= 62.00', Delta= 35°09'09", Chord Bearing and Distance= N72°17'36"W 37.44 feet); thence S88°57'09"E 42.38 feet; thence N00°01'36"E 293.97 feet to a found $\frac{1}{2}$ " rebar; thence N89°39'38"E 40.00 feet; thence S00°01'36"W 314.94 feet to the Point of Beginning.

Easement contains 12,976 square feet or 0.30 acres, more or less.



RECORD OF SURVEY - UTILITY EASEMENT
 PART OF THE SW 1/4 OF
 SECTION 8, T. 3 N., R. 1 E., B.M.
 CITY OF MERIDIAN, ADA COUNTY, IDAHO
 2022

E. PINE STREET

W 1/4 COR. SEC. 8
 C&M 107180723

662.42'
 N89°39'24"E 2649.50'
 BASIS OF BEARING

1997.08'
 C 1/4 COR. SEC. 8
 C&M 2018-053315

236.08'

395.37'

N00°01'36"E

159.28'

N00°02'10"E 344.66'

500°01'36"W 314.94'

500°02'10"W 1237.46'

296.24'

500°00'32"W 296.24'

295.50'

N89°39'38"E 1007.82'

30'

E. COMMERCIAL ST.

30'

30'

30'

30'

30'

30'

30'

30'

30'

30'

30'

30'

LINE TABLE

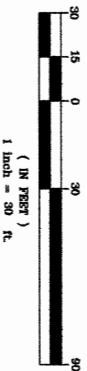
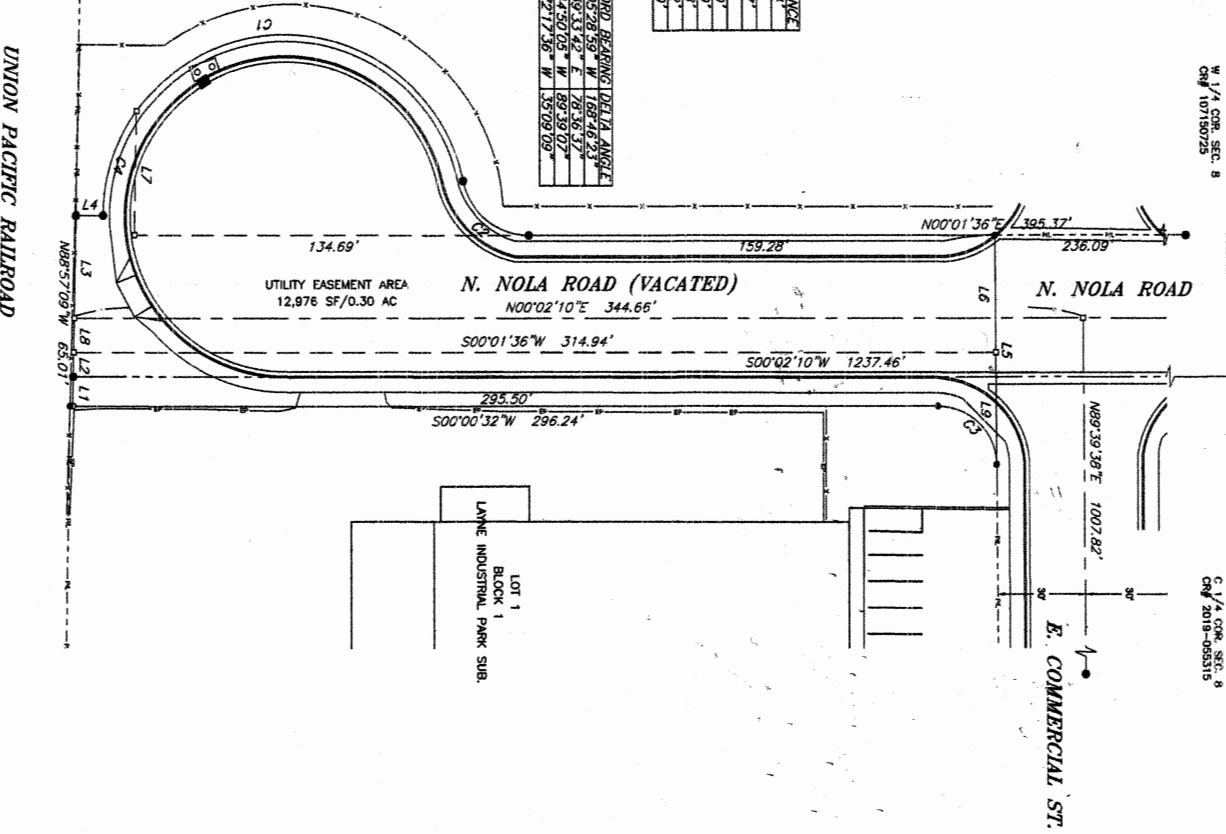
LINE	BEARING	DISTANCE
L1	N 88°57'09" W	10.04'
L2	N 88°57'09" W	6.48'
L3	N 88°57'09" W	6.48'
L4	N 88°57'09" W	6.48'
L5	N 88°57'09" W	6.48'
L6	N 88°57'09" W	6.48'
L7	N 88°57'09" W	6.48'
L8	N 88°57'09" W	6.48'
L9	N 88°57'09" W	6.48'

CURVE TABLE

CURVE	BEARING	CHORD	CHORD BEARING	DELTA ANGLE
C1	N 88°57'09" W	10.04'	N 88°57'09" W	0°00'00"
C2	N 88°57'09" W	6.48'	N 88°57'09" W	0°00'00"
C3	N 88°57'09" W	6.48'	N 88°57'09" W	0°00'00"
C4	N 88°57'09" W	6.48'	N 88°57'09" W	0°00'00"

ROS #8946

UNION PACIFIC RAILROAD



LEGEND

- Found Aluminum Cap
- Found Brass Cap
- Found 5/8" rebar
- Calculated Point
- Found 1/2" rebar
- () Record Distance

- Boundary Line
- Section Line
- Platted Centerline
- Property Line
- Existing Fence Line
- Easement Line

SURVEYOR'S CERTIFICATE

I, JEREMAH B. FIELDING, DO HEREBY CERTIFY THAT I AM A
 PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO AND
 THIS SURVEY WAS CONDUCTED UNDER MY SUPERVISION AND THAT THIS MAP IS AN ACCURATE
 REPRESENTATION OF SAID SURVEY.

JEREMAH B. FIELDING, P.L.S.
 22220
 STATE OF IDAHO
 SMITTEL B. FIELDING
 10-11-22
 IDAHO LICENSE NO. 12220

EAGLE LAND SURVEYING, LLC.

708 W. MAIN ST. UNIT 2, MERIDIAN, ID 83844
 (208) 881-7515, PLS@eaglesurveying.com

INDEX # 711-8-3-0-00

RECORD OF SURVEY			
FOR			
CONCRETE CONST. SUPPLY			
DATE	8-11-22	PARCEL	20-228
DATE	8-11-22	SHEET	1
DATE	8-11-22	OF	1