

Project Name (Subdivision):

McDermott Village Subdivision South Crossing

Sanitary Sewer Easement Number: _____

Identify this Easement by sequential number if Project contains more than one sanitary sewer easement. (See Instructions for additional information).

SANITARY SEWER EASEMENT

THIS Easement, made this ____ day of _____, 20__, between Woodside Avenue Investors, LLC, a California limited liability company (“Grantor”), and the City of Meridian, an Idaho municipal corporation (“Grantee”);

WHEREAS, the Grantor desires to provide a sanitary sewer right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer 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 Grantors, and other good and valuable consideration, the Grantors do hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of sanitary sewer 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 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, it's 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 hereby 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 hereby 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 they 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:

WOODSIDE AVENUE INVESTORS, LLC

By: *James H. Hunter*
James H. Hunter, manager

STATE OF IDAHO)
 : ss.
County of Ada)

This record was acknowledged before me on December 29, 2021 by James H. Hunter on behalf of Woodside Avenue Investors, LLC in the following representative capacity: manager.

Kara Schofield
Notary Signature
Commission Expires: 9-2-27



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO)

: ss.

County of Ada)

This record was acknowledged before me on _____ by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

Commission Expires: _____

EXHIBIT A

Legal Description

Sanitary Sewer Easement

McDermott Village Subdivision South Crossing

A 20-foot wide easement situated in the southeast quarter of the southeast quarter of Section 32, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being 10.00 feet on each side of the following described centerline:

Commencing at the southeast section corner of Section 32, Township 4 North, Range 1 West, Boise Meridian, from which the south sixteenth-section corner bears $N00^{\circ}30'38''E$, 1317.03 feet;

Thence $N49^{\circ}47'09''W$, 539.65 feet on a random line to the intersection of the sewer line with the proposed east right-of-way line of Highway 16, the POINT OF BEGINNING:

Thence $N89^{\circ}19'37''W$, 424.12 feet along the sewer line to the proposed west right-of-way line Highway 16, the POINT OF ENDING.

The above-described easement contains 8482 square feet, more or less.

The side lines of the above-described easement shall extend or contract to close upon the eventual right-of-way line at the POINT OF BEGINNING and at the POINT OF ENDING.

EXHIBIT B

Easement Depiction

