

Project Name or Subdivision Name:

Stapleton 3

Sanitary Sewer & Water Main Easement Number: 1

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

Record Number: ESMT-2024-0016

SANITARY SEWER EASEMENT

This Easement Agreement Made this _____ Day of _____ 2024 between

G20 LLC ("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 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 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 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.

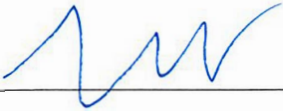
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or 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: G20 LLC



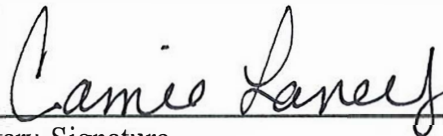
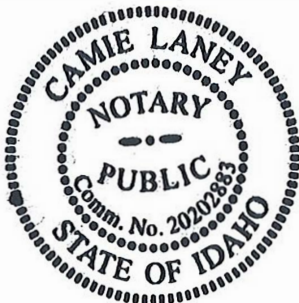
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on January 29, 2024 (date) by Jim Long (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 G20 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 Stamp Below



Notary Signature

My Commission Expires: 8-3-2026

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 _____ (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

My Commission Expires: _____



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Sewer Easement Description

BASIS OF BEARING for this legal description is S. $00^{\circ}32'48''$ W. between an illegible aluminum cap, marking the E1/4 Corner and an illegible aluminum cap, marking the southeast corner of Section 25, T. 3 N., R. 1 W., B.M., City of Meridian, Ada County, Idaho.

A 20-foot-wide easement located in the NE1/4 SE1/4 of Section 25, T. 3 N., R. 1 W., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at an illegible aluminum cap, marking said E1/4 corner;

Thence S. $42^{\circ}18'54''$ W., 127.60 feet to an ITD brass cap marking and angle point in the easterly boundary of Stapleton Subdivision No. 1, as shown in Book 120 of Plats, at Pages 18746-18750, Ada County Records;

Thence S. $0^{\circ}32'48''$ W., coincident with said easterly boundary, 13.40 feet to the **POINT OF BEGINNING**;

Thence continuing, S. $0^{\circ}32'48''$ W., coincident with said easterly boundary, 20.00 feet;

Thence leaving said easterly boundary, N. $89^{\circ}31'51''$ W., 35.78 feet;

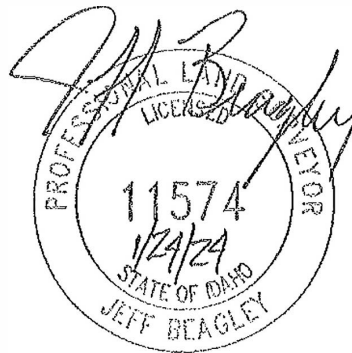
Thence S. $45^{\circ}31'43''$ W., 226.88 feet;

Thence N. $44^{\circ}28'17''$ W., 20.00 feet;

Thence N. $45^{\circ}31'43''$ E., 235.15 feet;

Thence S. $89^{\circ}31'51''$ E., 44.07 feet to the **POINT OF BEGINNING**.

The above described easement contains 5,419 square feet and/or 0.12 acres, more or less.



CE1/16 CORNER
SECTION 25
PLS 11118

S 89°29'21" E 1220.37'

W. HARRIS ST.

E1/4 CORNER
SECTION 25
ILLEGIBLE

STAPLETON SUBDIVISION NO. 2
BK 124 PG 19782-86

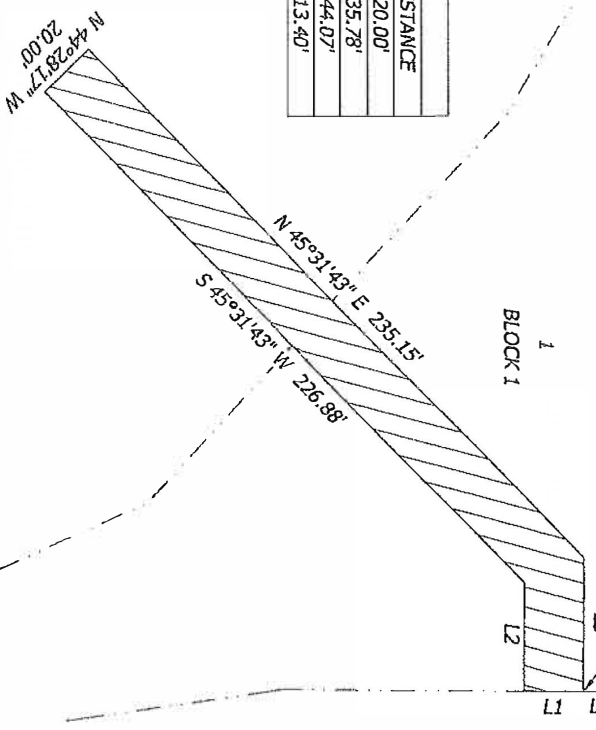
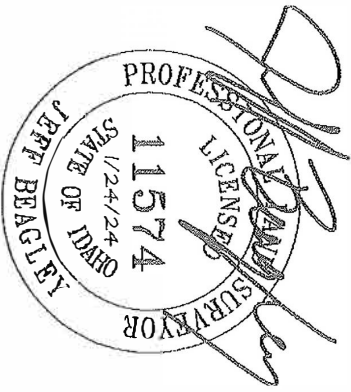
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BLOCK 1

STAPLETON SUBDIVISION NO. 1
BK 120 PG 18746-50

POINT OF BEGINNING
5,419 SQ. FT / 0.12 AC±

S 42°18'54" W 122.60'
TIE LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°32'48" W	20.00'
L2	N 89°31'51" W	35.78'
L3	S 89°31'51" E	44.07'
L4	S 00°32'48" W	13.40'



S. MERIDIAN RD. (STATE HWY 69)
S 0°32'48" W 2664.87' - BASIS OF BEARINGS

W. AMITY RD.
ILLEGIBLE 25 30 36 31



PROJECT:
STAPLETON SUBDIVISION NO. 3
SEWER EASEMENT EXHIBIT
NE1/4 SE1/4 OF SECTION 25
T. 3 N., R. 1 W., B.M.
MERIDIAN, IDAHO

OWNER/DEVELOPER:
CONGER GROUP
DATE: 1/2/2024

2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
F: (208) 398-8105
SAWTOOTH
Land Surveying, LLC
WWW.SAWTOOTHLS.COM

DWG # 122071-FP
PROJECT# 122071
SHEET 1 OF 1