

ESMT-2023-0008 Bountiful Commons East
Sanitary Sewer and Water Main Easement No. 2

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 7th day of February 20 23 between TMEG Properties, LLC (“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, 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 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 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.

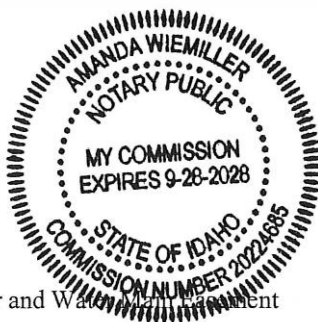
GRANTOR:

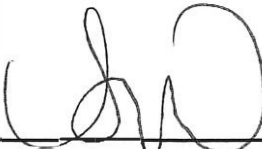


TMEG Properties, LLC

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 11/7/23 (date) by Trevor Gasser (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 TMEG Properties, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)





Notary Signature
My Commission Expires: 9/28/23

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-7-2023

Attest by Chris Johnson, City Clerk 2-7-2023

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 2-7-2023 (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: _____

December 15, 2022
Bountiful Commons East Subdivision
Project No. 21-224
City of Meridian Sewer and Water Easement (2)
Legal Description

Exhibit A

A parcel of land for a City of Meridian Sewer and Water Easement situated in a portion of Lots 1 and 4, Block 1 of Bountiful Commons Subdivision (Book 115 of Plats, Pages 17336-17339), further situated in the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the West 1/4 corner of said Section 25, which bears $S00^{\circ}55'15''W$ a distance of 2,657.84 feet from a found aluminum cap marking the Northwest corner of said Section 25;

Thence following the westerly line of said Southwest 1/4 of the Northwest 1/4, $N00^{\circ}55'15''E$ a distance of 1,180.64 feet;

Thence leaving said westerly line, $S89^{\circ}04'45''E$ a distance of 307.03 feet to a found 1/2-inch rebar marking the Northwest corner of said Lot 4;

Thence following the northerly boundary line of said Lot 4, $S89^{\circ}24'37''E$ a distance of 14.50 feet to the easterly line of an existing City of Meridian Sewer and Water Easement per Instrument No. 2018-098357 and being the **POINT OF BEGINNING**.

Thence following said northerly boundary line, $S89^{\circ}24'37''E$ a distance of 196.98 feet to a found 5/8-inch rebar;

Thence leaving said northerly boundary line, $N00^{\circ}35'23''E$ a distance of 15.74 feet;

Thence $S89^{\circ}24'37''E$ a distance of 22.32 feet;

Thence $S00^{\circ}19'52''W$ a distance of 30.00 feet;

Thence $S87^{\circ}03'57''W$ a distance of 219.72 feet to the easterly line of said existing City of Meridian Sewer and Water Easement;

Thence following said easterly easement line, $N00^{\circ}19'52''E$ a distance of 27.77 feet to the **POINT OF BEGINNING**.

Said parcel contains 4,962 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 or surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

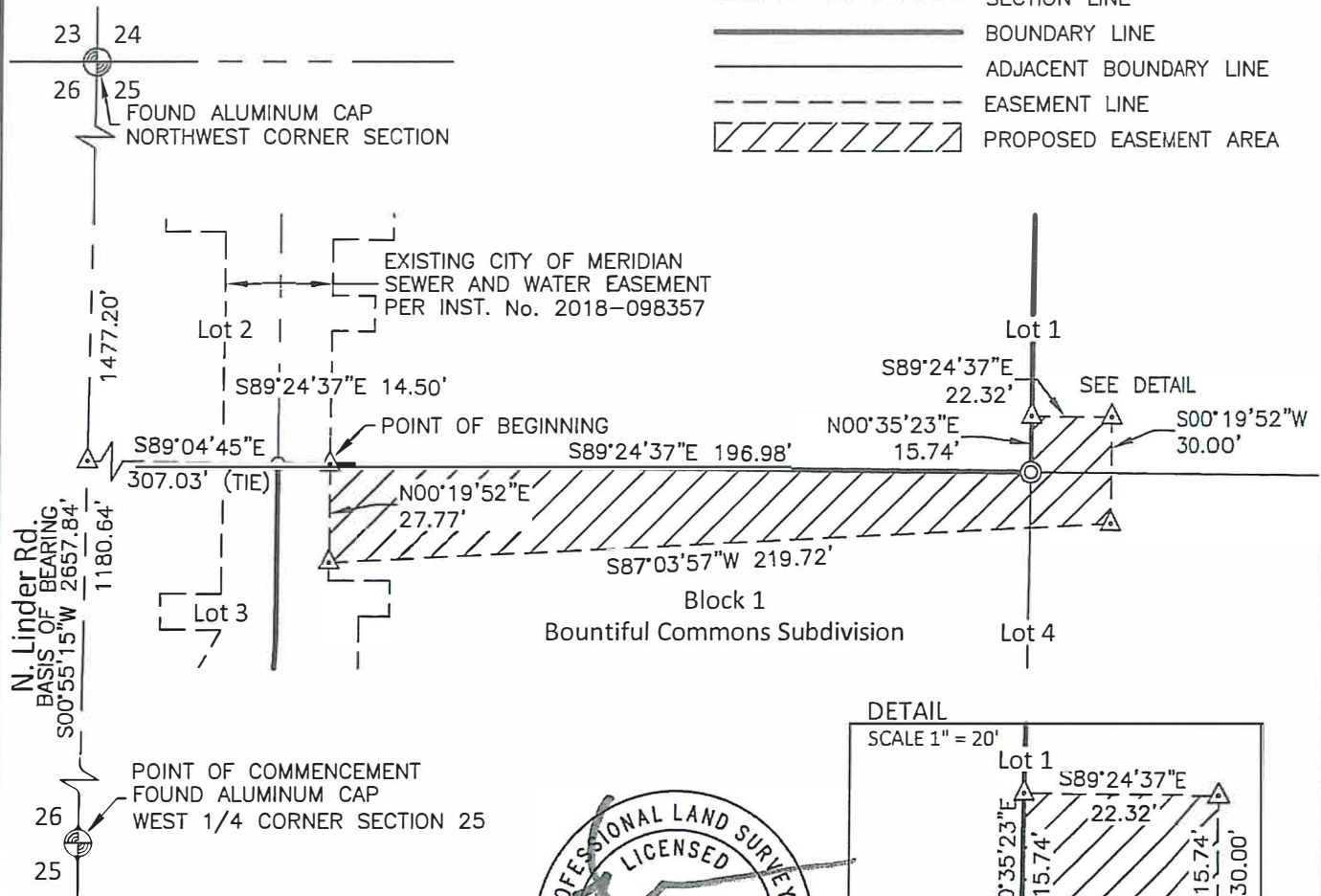
Attached hereto is **Exhibit B** and by this reference is made a part hereof.



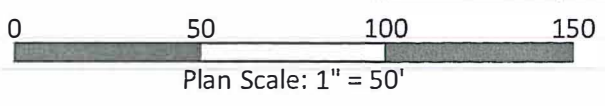
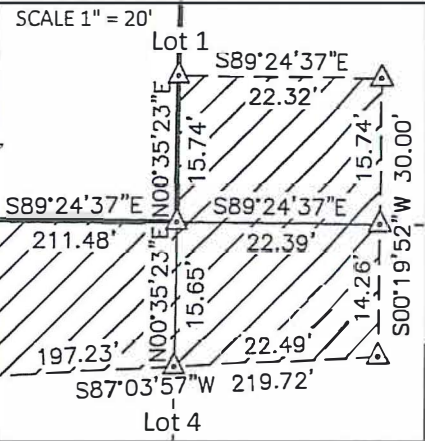
EXHIBIT B

LEGEND

	FOUND ALUMINUM CAP
	FOUND 5/8" REBAR
	FOUND 1/2" REBAR
	CALCULATED POINT
	SECTION LINE
	BOUNDARY LINE
	ADJACENT BOUNDARY LINE
	EASEMENT LINE
	PROPOSED EASEMENT AREA



DETAIL



km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE:	December 2022
PROJECT:	21-224
SHEET:	1 OF 1

Bountiful Commons East
City of Meridian Sewer and Water Easement (2)

A portion of Lots 1 and 4, Block 1 of Bountiful Commons Subdivision,
SW1/4 of NW1/4 of Section 25, T4N., R1W., B.M., City of Meridian, Ada County, Idaho

P:\21-224\CAD\SURVEY\EXHIBITS\21-224 CITY OF MERIDIAN SEWER WATER SOUTH.DWG, PAUL KIM, 12/15/2022, TOSHIBA E-STUDIOI0907 TO PRINTER.PCS, ...



Title:		Date: 12-08-2022
Scale: 1 inch = 50 feet	File: Deed Plotter.des	
Tract 1: 0.114 Acres: 4962 Sq Feet: Closure = s48.1849w 0.01 Feet: Precision =1/68961: Perimeter = 513 Feet		
001=s89.2437e 196.98	004=s00.1952w 30.00	
002=n00.3523e 15.74	005=s87.0357w 219.72	
003=s89.2437e 22.32	006=n00.1952e 27.77	