

ESMT-2023-0010 Foxcroft Subdivision

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 7th day of February 2023 between Cory Barton ("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.

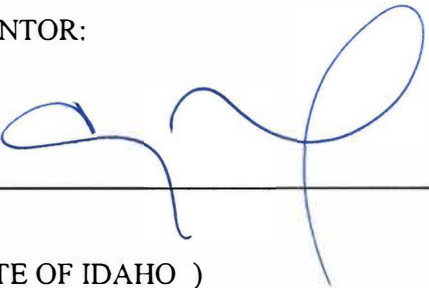
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or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

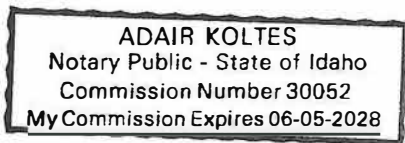
GRANTOR:



STATE OF IDAHO)
) ss
 County of Ada)

This record was acknowledged before me on Jan. 12, 2023 (date) by Corey Barton (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 Corey Barton (name of entity on behalf of whom record was executed), in the following representative capacity: Owner (type of authority such as officer or trustee)

(stamp)



Adair Koltres
 Notary Signature
 My Commission Expires: 6-05-2028

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: _____

Description for
Sanitary Sewer and Water Main Easement
Foxcroft Subdivision
January 7, 2023

A portion of the Northwest 1/4 of the Southeast 1/4 of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Center 1/4 corner of said Section 10 from which the East 1/4 corner of said Section 10 bears South 89°36'02" East, 2655.68 feet; thence on the east-west centerline of said Section 10, South 89°36'02" East, 1,093.56 feet; thence leaving said east-west centerline, thence South 00°23'58" West, 45.00 feet to the south right-of-way line of W. Pine Avenue and the **POINT OF BEGINNING**;

thence on said south right-of-way line, South 89°36'02" East, 38.50 feet;

thence leaving said south right-of-way line, South 00°23'58" West, 58.09 feet;

thence North 89°36'02" West, 38.50 feet;

thence North 00°23'58" East, 58.09 feet to the **POINT OF BEGINNING**.

Containing 2,236 square feet or 0.05 acres, more or less.

End of Description.

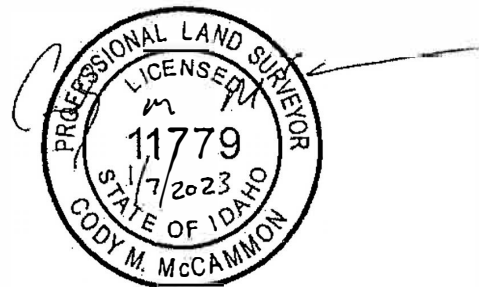
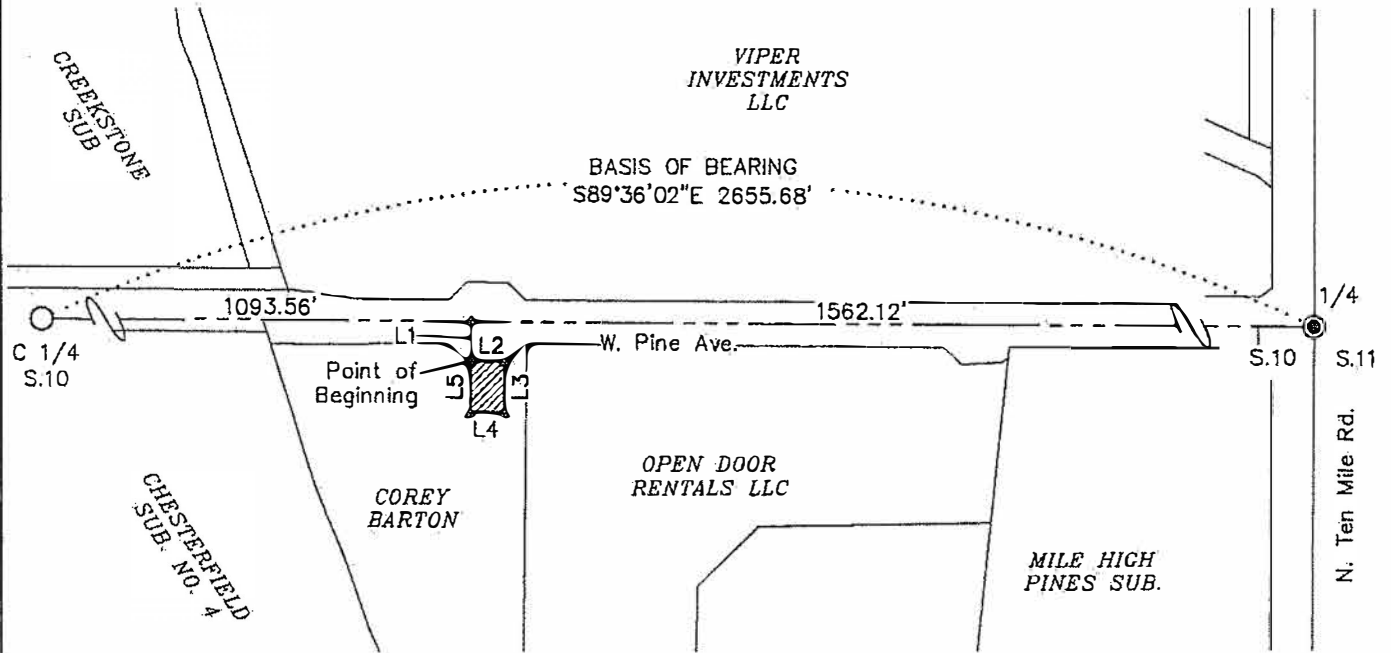
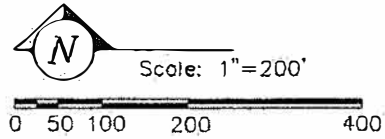



Exhibit B



LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°23'58"W	45.00
L2	S89°36'02"E	38.50
L3	S0°23'58"W	58.09
L4	N89°36'02"W	38.50
L5	N0°23'58"E	58.09


IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704.
 (208) 846-8570

**EXHIBIT DRAWING FOR
 SANITARY SEWER AND WATER MAIN EASEMENT
 FOXCROFT SUBDIVISION**
 A PORTION OF THE NW1/4 OF THE SE1/4 OF SECTION 10, T.3N., R.1W., B.M.,
 CITY OF MERIDIAN, ADA COUNTY, IDAHO

JOB NO.
 21-159
 SHEET NO.
 1
 DWG. DATE
 1/7/2023