

Project Name (Subdivision):

Elderberry Subdivision

Sanitary Sewer & Water Main Easement Number:

001

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

ESMT-2023-0126

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of _____ 20__ between
Carla Long and Jonathan Long ("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:

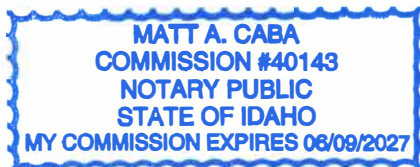


STATE OF IDAHO)

County of Canyon) ss
Ada)

This record was acknowledged before me on Aug 31st 2023 (date) by Joselle 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 _____ (name of entity on behalf of whom record was executed), in the following ~~representative capacity~~: _____ (type of authority such as officer or trustee)

(stamp)




Notary Signature
My Commission Expires: 6-9-27

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.

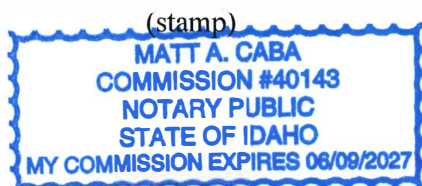
GRANTOR:

Carla Long

STATE OF IDAHO)

County of Carson) ss
Ada)

This record was acknowledged before me on Aug 31st 2023 (date) by Carla 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 _____ (name of entity on behalf of whom record was executed), in the following representative capacity: _____ (type of authority such as officer or trustee)



[Signature]
Notary Signature
My Commission Expires: 6-9-27

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 _____(date) by
Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in
their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature

My Commission Expires:_____



Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 467-4130

e-mail: dholzhey@masonandassociates.us

EXHIBIT A

FOR: Long & Joy
JOB NO.: MR0121
DATE: November 8, 2022

ELDERBERRY SUBDIVISION WATER & SANITARY SEWER EASEMENT 1

An easement of land being a portion of Blocks 3 and 4 of the Amended Plat of F.A. Nourse's Third Addition as filed in the office of the Ada County Recorder, Boise, Idaho, in Book 7 of Plats at Page 299 lying in the NW1/4 of Section 7, Township 3 North, Range 1 East, Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at northwest corner of Section 7;

Thence S 00° 24' 03" W a distance of 1041.87 feet along the west boundary of the NW1/4;

Thence N 89° 36' 49" E a distance of 40.00 feet to the northwest corner of Block 3;

Thence S 00° 24' 03" W a distance of 63.99 feet along the west boundary Block 3 to the **POINT OF BEGINNING** of said easement;

Thence N 89° 36' 49" E a distance of 95.38 feet parallel with the north boundary of Block 3;

Thence N 00° 24' 03" E a distance of 193.99 feet parallel with the west boundary Blocks 3 & 4;

Thence N 89° 36' 49" E a distance of 41.17 feet parallel with the north boundary of Block 3;

Thence S 00° 24' 03" W a distance of 12.84 feet parallel with the west boundary Blocks 3 & 4;

Thence S 25° 10' 28" W a distance of 8.60 feet;

Thence N 89° 35' 57" W a distance of 5.07 feet;



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Page 1 of 2

Thence S 00° 24' 03" W a distance of 188.47 feet parallel with the west boundary Blocks 3 & 4;

Thence S 89° 36' 49" W a distance of 127.88 feet parallel with the north boundary of Block 3 to a point on the west boundary of Block 3;

Thence N 00° 24' 03" E a distance of 15.00 feet along the west boundary Block 3 to the **POINT OF BEGINNING** of said easement.

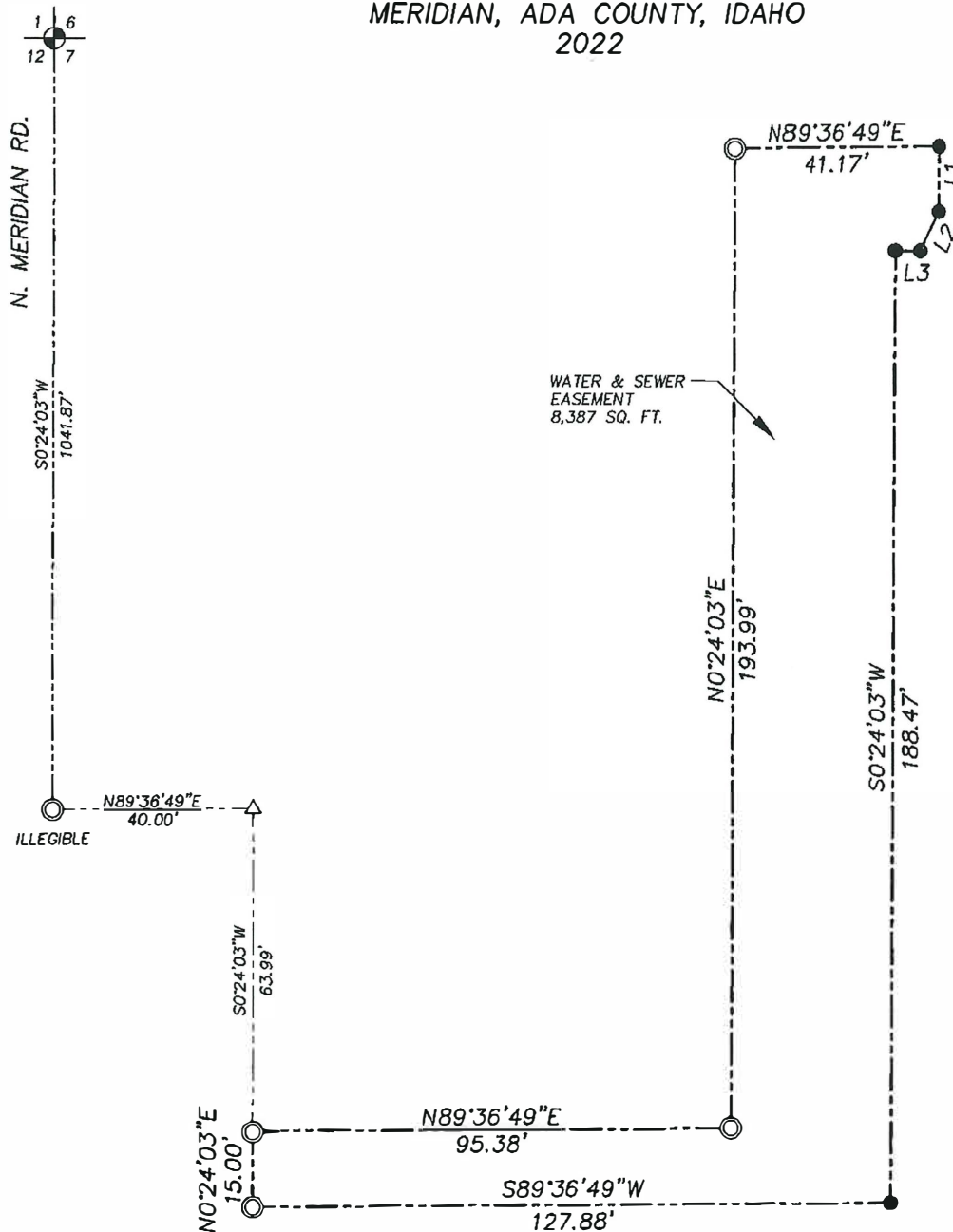


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Associates Inc. 

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Page 2 of 2

EXHIBIT B ELDERBERRY ESTATES SUBDIVISION WATER & SANITARY SEWER EASEMENT 1

A PORTION OF BLOCKS 3 AND 4, F.A. NOURSE'S THIRD ADDITION,
A PART OF THE NW 1/4, SECTION 7, T. 3 N., R. 1 E., B.M.,
MERIDIAN, ADA COUNTY, IDAHO
2022



Parcel Line Table		
Line #	Direction	Length
L1	S00°24'03\"W	12.84
L2	S25°10'28\"W	8.60
L3	N89°35'57\"W	5.07

LEGEND

△	CALCULATED POINT
⊙	FOUND 5/8\" IRON PIN
●	SET 1/2\" IRON PIN W/ PLASTIC CAP \"PLS 9366\"
⊕	FOUND BRASS CAP MONUMENT
---	EASEMENT LINE
---	SECTION LINE
---	TIE LINE

WATER & SANITARY SEWER EASEMENT 1

1332 N. MERIDIAN RD. WATER & SANITARY SEWER EASEMENT 1

Mason & Associates

Professional Engineers,
Land Surveyors
& Planners
243rd S. South, Meripa, ID 83851
(208) 454-0255 Fax (208) 467-4130

JOB NO.	MR0121		
DWG NO.	MR0121 EXHIBIT		
SCALE:	NTS	REV.	△
FIELD BOOK NO.			
DRAWN BY:	DATE:		
CS	11/8/2022		