

ESMT-2022-0219 Quartet Southeast Subdivision No.1
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 6th day of September 20 22 between Quenzer Farms LLLP, who took title as Quenzer Farms L.P., (“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.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTORS:

QUENZER FARMS LLLP,
an Idaho limited liability limited partnership

By: 
Dean Quenzer, General Partner

By: 
Marvin Quenzer, General Partner

STATE OF IDAHO)
 :SS.
County of Ada)

On this 12th day of August, 2022, before me, a Notary Public in and for said state, personally appeared Dean Quenzer, known or identified to me to be a general partner of Quenzer Farms LLLP, an Idaho limited liability limited partnership, and acknowledged to me that he executed the within instrument of behalf of said limited liability limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

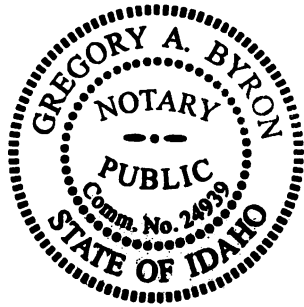



Notary Public for Idaho
My Commission Expires: 11-15-2025

STATE OF IDAHO)
 :SS.
County of Ada)

On this 12th August day of July, 2022, before me, a Notary Public in and for said state, personally appeared Marvin Quenzer, known or identified to me to be a general partner of Quenzer Farms LLLP, an Idaho limited liability limited partnership, and acknowledged to me that he executed the within instrument of behalf of said limited liability limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public for Idaho
My Commission Expires: 11-13-2025

GRANTEE: CITY OF MERIDIAN

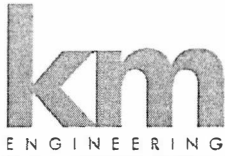
Robert E. Simison, Mayor 9-6-2022

Attest by Chris Johnson, City Clerk 9-6-2022

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on 9-6-2022 (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: _____



June 23, 2022
Quartet Southeast Subdivision No. 1
Project No. 20-125
Legal Description
City of Meridian Water & Sewer Easement

Exhibit "A"

A parcel of land for an city of Meridian water and sewer easement situated in a portion of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 4 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the Southwest corner of Section 34, which bears S00°27'12"W a distance of 2,632.05 feet from a found aluminum cap marking the West 1/4 corner of said Section 34, thence following the westerly line of the Southwest 1/4 of said Section 34, N00°27'12"E a distance of 2,171.84 feet; Thence leaving said westerly line, S89°32'41"E a distance of 545.50 feet to **POINT OF BEGINNING 1.**

Thence S89°32'41"E a distance of 20.00 feet to a point hereinafter referred to as Point "A";
Thence S00°27'19"W a distance of 20.00 feet;
Thence N89°32'41"W a distance of 20.00 feet;
Thence N00°27'19"E a distance of 20.00 feet to **POINT OF BEGINNING 1.**

Said easement contains 400 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence N63°28'16"E a distance of 748.10 feet to **POINT OF BEGINNING 2.**

Thence N43°46'36"E a distance of 31.00 feet;
Thence S46°13'24"E a distance of 25.00 feet;
Thence S43°46'36"W a distance of 31.00 feet;
Thence N46°13'24"W a distance of 25.00 feet to **POINT OF BEGINNING 2.**

Said easement contains 775 square feet, more or less.

Said descriptions contain a total of 1,175 square feet, more or less.

Attached hereto is Exhibit B-1 and by this reference is made a part hereof.



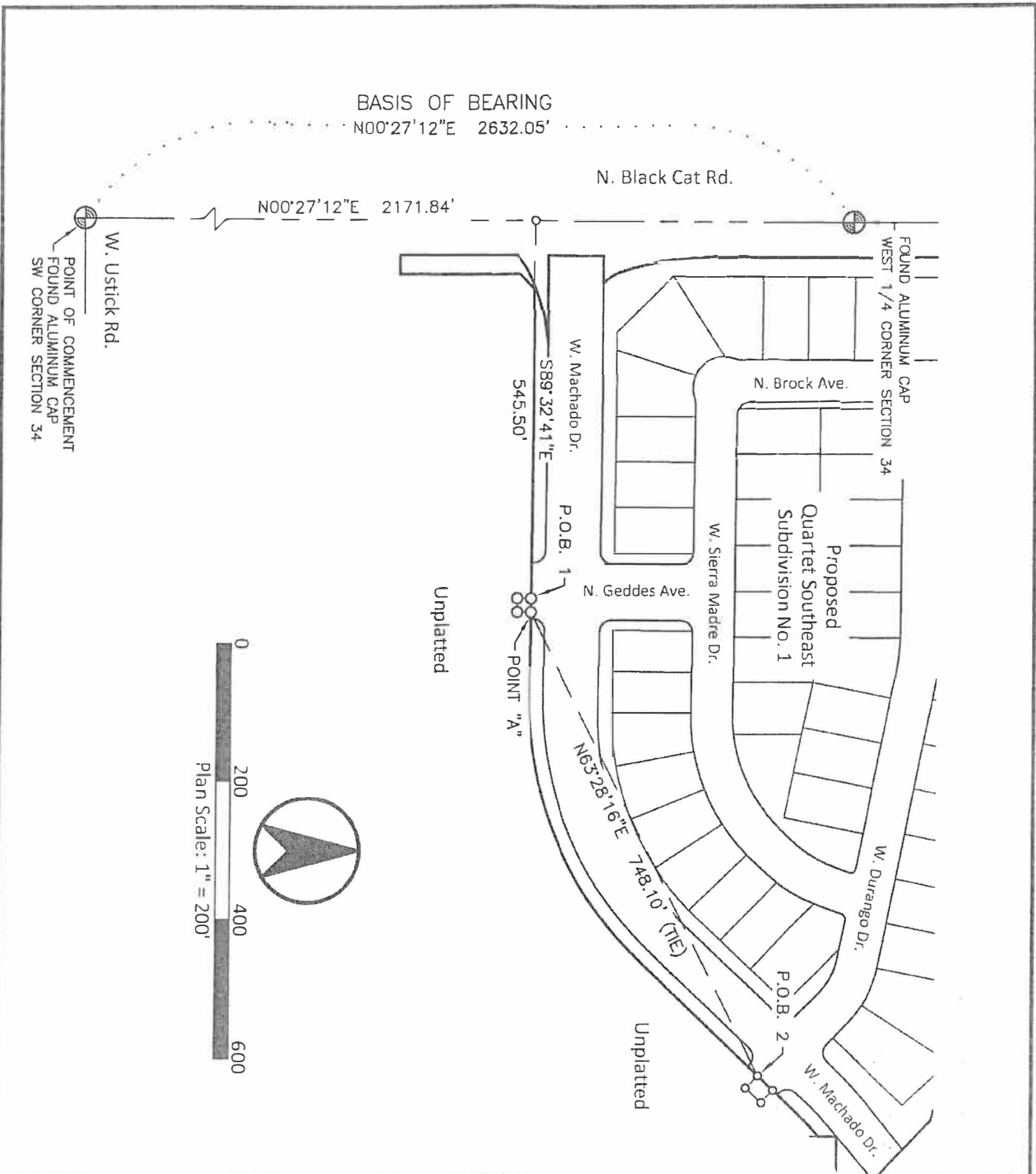
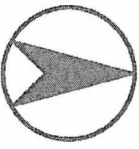
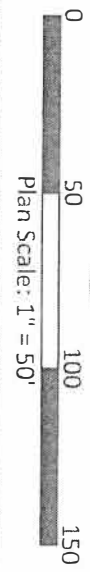


Exhibit B-1 City of Meridian Sewer & Water Easement
 Quartet Southeast Subdivision No. 1

Situated in a portion of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of
 Section 34, T4N., R1W., B.M., City of Meridian, Ada County, Idaho

| | |
|---|-----------------|
|  <p>ENGINEERING 5/725 NORTH DISCOVERY WAY BOISE, IDAHO 83713 PHONE (208) 639-6939 kmengllp.com</p> | DATE: June 2022 |
| | PROJECT: 20-125 |
| | SHEET: 1 OF 2 |



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S89°32'41"E | 20.00 |
| L2 | S0°27'19"W | 20.00 |
| L3 | N89°32'41"W | 20.00 |
| L4 | N0°27'19"E | 20.00 |
| L5 | N43°46'36"E | 31.00 |
| L6 | S46°13'24"E | 25.00 |
| L7 | S43°46'36"W | 31.00 |
| L8 | N46°13'24"W | 25.00 |

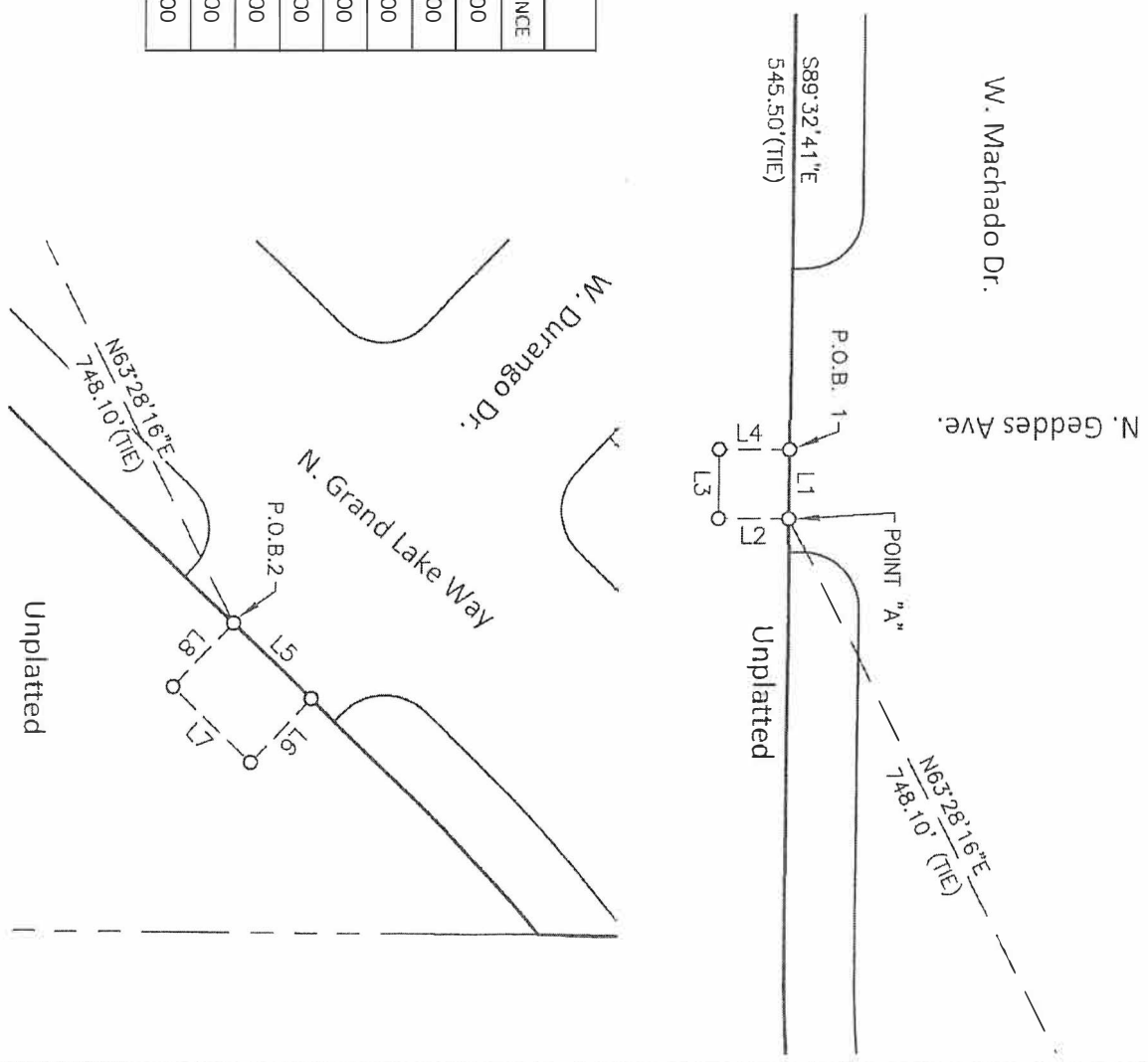


Exhibit B - 1 City of Meridian Sewer & Water Easement
 Quartet Southeast Subdivision No. 1

Situated in a portion of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of
 Section 34, T4N., R1W., B.M., City of Meridian, Ada County, ID

KM
 ENGINEERING
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 535-6939
 kmengllp.com

| | |
|----------|-----------|
| DATE: | June 2022 |
| PROJECT: | 20-125 |
| SHEET: | 2 OF 2 |