Project Name or Subdivision Name:

The Oaks North Subdivision No. 12

Sanitary Sewer & Water Main Easement Number: 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-2024-0099

SANITARY SEWER AND WATER MAIN EASEMENT

 THIS Easement Agreement made this 13th_ day of August 2024
 between

 Toll Southwest LLC
 ("Grantor") and the City of Meridian, an Idaho

 Municipal Corporation ("Grantee");
 ("Grantor") and the City of Meridian, an Idaho

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.

T O HAVE AND T O 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-ofway 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: Toll Southwest LLC

STATE OF IDAHO)) ss County of Ada)

> on July 9 acknowledged before (date) This record was me bv Ryan Hammons (name of individual), [complete the following if signing in a representative capacity, or strike the following ifsigning in an individual capacity] on behalf of Toll Southwest LLC (name of entity on behalf of whom record was executed), in the following representative capacity: (type of **Division President** authority such as officer or trustee)

Notary Stamp Below



Notary Signature My Commission Expires: Artust 1, 2029

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 8-13-2024

Attest by Chris Johnson, City Clerk

8-12-2024

STATE OF IDAHO,)

: SS.)

County of Ada

This record was acknowledged before me on __8-13-2024__ (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: ____

Exhibit A

<u>Legal Description</u> <u>City of Meridian Sanitary Sewer & Water Easement</u> The Oaks North Subdivision No. 12

An easement being located in the SW ¼ of Section 28, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southwest corner of said Section 28, from which a Brass Cap monument marking the southeast corner of the SW ¼ (S ¼ corner) of said Section 28 bears S 89°16'58" E a distance of 2635.25 feet;

Thence N 1°00'42" E along the west boundary of said SW ¼ of Section 28 a distance of 2494.89 feet to a point;

Thence leaving said boundary S 89°21'17" E a distance of 85.00 feet to the POINT OF BEGINNING;

Thence S 89°21'17" E a distance of 120.56 feet to a point;

Thence S 61°12'00" E a distance of 36.27 feet to a point of curvature;

Thence a distance of 30.33 feet along the arc of a 73.50 foot radius non-tangent curve left, said curve having a central angle of 23°38'30" and a chord bearing S 33°46'25" W a distance of 30.11 feet to a point;

Thence N 61º12'00" W a distance of 26.14 feet to a point;

Thence N 89°21'17" W a distance of 113.23 feet to a point;

Thence N 1º00'42" E a distance of 30.00 feet to the POINT OF BEGINNING.

Said easement contains 4,412 square feet (0.101 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS Land Solutions, PC July 2, 2024





The Oaks North Subdivision No. 12 City of Meridian Sewer & Water Easement A Job No. 18-35 Page 1 of 1

Exhibit B

