Project Name or Subdivision Name:					
Sulamita					
Sanitary Sewer & Water Main Easement Number:					
For Internal Use Only FSMT-2024-0103					

Record Number:

## SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 13th day	$_{ m of}$ August	20_ <b>24</b> _ between
Meridian Missionary Gospel Church Inc.	("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.

TOHAVE AND TOHOLD, 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: Meridian Missionary Gospel Church Inc.

STATE OF IDAHO)

County of Ada

on 08.06.2024(date) record acknowledged before me was \_(name of individual), [complete the following if signing in a Vladimir Boyarchuk representative capacity, or strike the following if signing in an individual capacity on behalf of Meridian Missionary Gospel Church Inc. (name of entity on behalf of whom record was executed), in the following representative capacity: President \_(type of authority such as officer or trustee)

Notary Stamp Below

MICHAEL LAGUNAS **Notary Public** State of Idaho Commission No. 20223096

Notary Signature

My Commission Expires: OU 21 2028

GRANTEE: CITY OF MERID	IAN		
Robert E. Simison, Mayor	8-13-2024		
Attest by Chris Johnson, City Cl	erk 8-13-20	24	
STATE OF IDAHO, ) : ss.  County of Ada )  This record was acknow and Chris Johnson on b Clerk, respectively.  Notary Stamp Below		me on <u>8-13-2024</u> (dity of Meridian, in their cap	ate) by Robert E. Simison pacities as Mayor and City
		Notary Signature My Commission Expires:	3-28-2028

### **EXHIBIT** A

### **DESCRIPTION FOR**

# 4973 W CHERRY LANE CITY OF MERIDIAN SEWER AND WATER LINE EASEMENT (Revised 7/24/24)

A portion the NE1/4 of the NE1/4 of Section 9, T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho more particularly described as follows:

Commencing at NE corner of said Section 9 from which the N1/4 corner of said Section 9 bears North 89°36'00" West, 2649.94 feet;

thence along the North boundary line of said Section 9 North 89°36'00" West, 262.23 feet:

thence leaving said North boundary line South 00°24'59" West, 56.58 feet to a point on the South right-of-way line of West Cherry Lane, point also being the **REAL POINT OF BEGINNING**;

thence continuing South 00°24'59" West, 51.47 feet;

thence South 89°12'56" East, 20.63 feet;

thence North 00°37'34" East, 14.87 feet;

thence South 89°22'26" East, 15.00 feet;

thence South 00°37'34" West, 12.30 feet;

thence South 44°06'19" East, 184.45 feet;

thence South 00°23'21" West, 172.02 feet;

thence South 09°16'52" East, 92.29 feet;

thence North 90°00'00" East, 31.53 feet to a point on the West right-of-way line of North Black Cat Road;

thence along said West right-of-way line South 00°01'36" West, 34.00 feet;

thence leaving said West right-of-way line North 90°00'00" West, 13.50 feet;

thence South 00°01'36" West, 20.83 feet;

thence North 89°58'24" West, 20.00 feet;

thence North 00°01'36" East, 21.83 feet;

thence North 90°00'00" West, 23.00 feet;

thence North 00°00'00" East, 22.00 feet;

thence North 90°00'00" East, 6.51 feet;

thence North 09°16'52" West, 101.86 feet;

thence North 00°23'21" East, 165.53 feet;

thence North 44°06'19" West, 142.76 feet;

thence South 45°53'41" West, 4.00 feet;

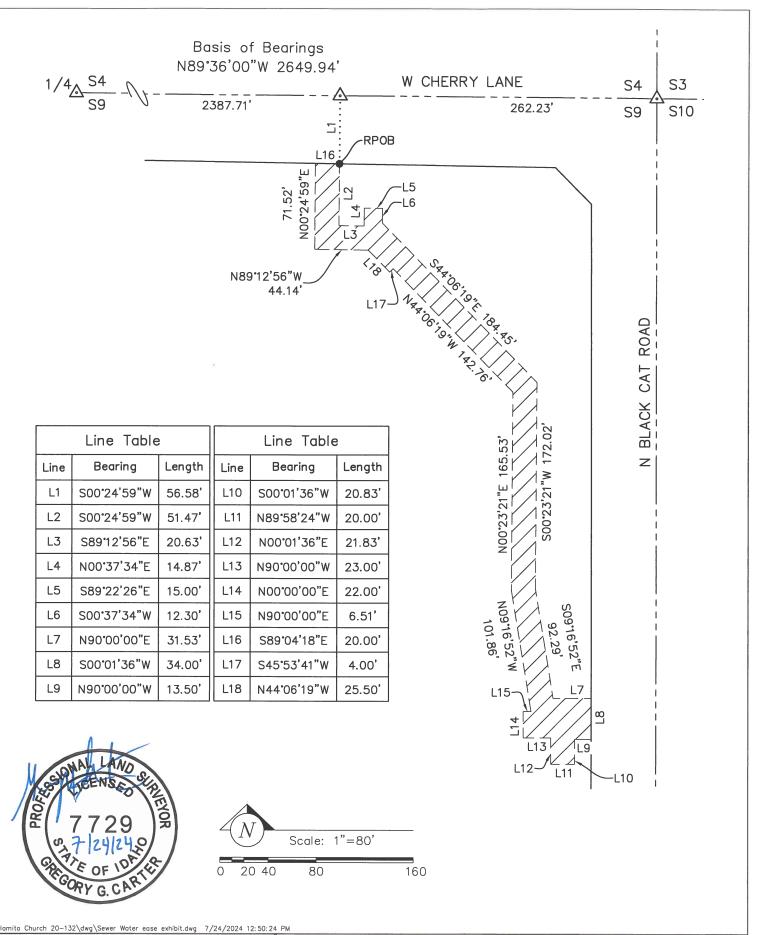
thence North 44°06'19" West, 25.50 feet;

thence North 89°12'56" West, 44.14 feet;

thence North 00°24'59" East, 71.52 feet to a point on the South right-of-way line of West Cherry Lane;

thence along said South right-of-way line South 89°04'18" East, 20.00 feet to the **REAL POINT OF BEGINNING**.





IDAHO SURVEY GROUP, LLC

9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570 EXHIBIT \_\_B\_ DRAWING FOR

4973 W CHERRY LN

CITY OF MERIDIAN SEWER AND WATER LINE EASEMENT

LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 9, T.3N., R.1W., B.M., MERIDIAN, ADA COUNTY, IDAHO.

Job No. 20-132 Sheet No.

Dwg. Date 7/24/24