

ESMT-2022-0228 Winco Wells No. 1
Sanitary Sewer and Water Main Easement No. 2

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of _____ 20__ between
Winco Foods, LLC. (“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, 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 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 8/25/22 (date) by Grant Haag (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 Wiw Co Foods, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: CEO (type of authority shown as officer or trustee)



Kendra Smith
Notary Signature
My Commission Expires: 09/28/2023

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: _____



July 19, 2022
Project No.: 120124

SEWER / WATER EASEMENT
WINCO WELLS SUBDIVISION No.1
WINCO FOODS, LLC

An easement located in the Southwest Quarter of the Southeast Quarter of Section 17, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the South One Quarter Corner of said Section 17, (from which point the Southeast Corner of said Section 17 bears North 89°46'00" East, 2656.84 feet distant); thence on the south line of said Section 17, North 89°46'00" East, 690.84 feet; thence leaving said south line, North 00°24'05" East, 1057.45 feet, to the **POINT OF BEGINNING**:

Thence North 84° 01' 00" West, 15.98 feet;
Thence North 05° 59' 00" East, 20.00 feet;
Thence South 84° 01' 00" East, 14.02 feet;
Thence South 00° 24' 05" West, 20.10 feet to the **POINT OF BEGINNING**.

The above-described easement contains 300 Ft² (0.007 Acres) more or less.

Prepared by:
The Land Group, Inc.
Michael S. Femenia, PLS

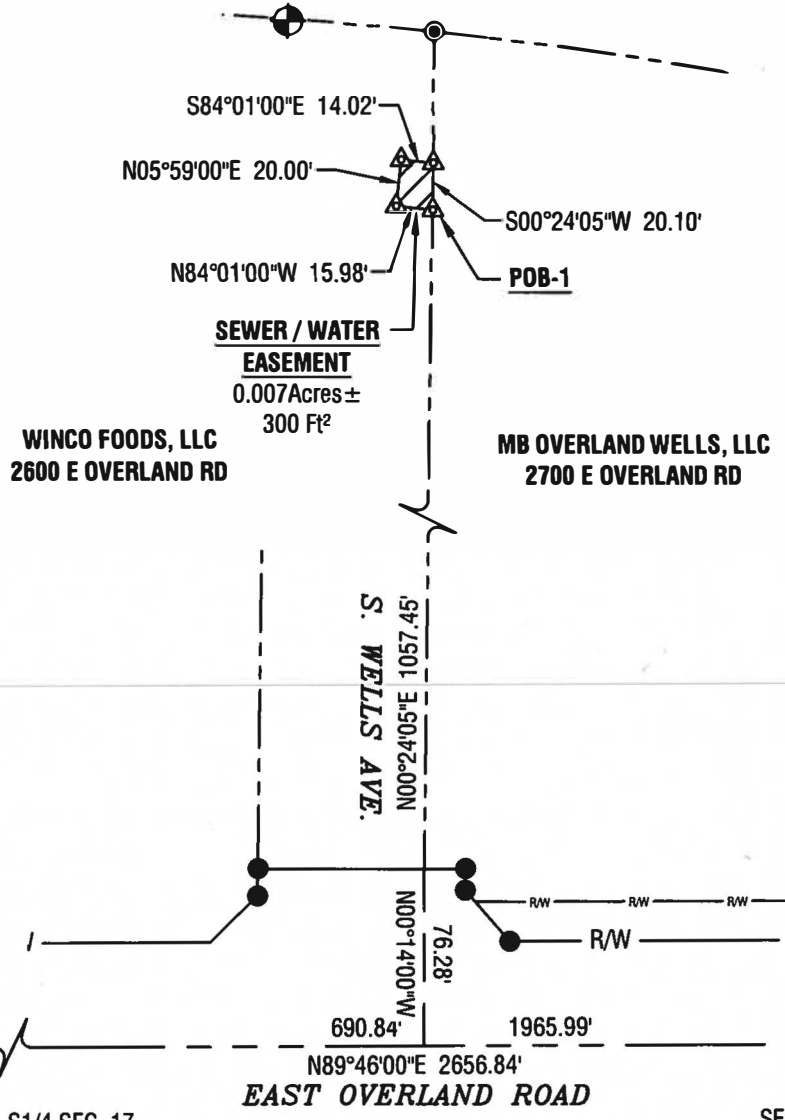


Sewer / Water Easement

for

Winco Foods, LLC

Being a Portion of the SW 1/4 of the SE 1/4 of Section 17
Township 3 North, Range 1 East, Boise Meridian
City of Meridian, Ada County, Idaho
2022



07/19/2022



Exhibit "B"

Horizontal Scale: 1" = 80'



Project No.: 120124
July 19, 2022



Sewer / Water Easement
Winco Wells Subdivision
Winco Foods, LLC