

✓ Drainage District No. 3

Instrument Number 302507

to

✓ Martha S. Reese

THIS INDENTURE, Made this 11th day of May, 1950, by and between DRAINAGE DISTRICT No. 3 of Ada County, State of Idaho, a corporation organized and existing under and by virtue of the laws of the State of Idaho, party of the first part, herein referred to as "District" and MARTHA S. REESE, a widow, of Boise, Ada County, State of Idaho, party of the second part, herein referred to as "Owner".

WHEREAS, District is the owner of a drainage ditch and right-of-way in Ada County, Idaho; the center line of said drainage ditch from its intersection with the west side of the Kootenai Road right-of-way, to its intersection with the center line of Boise Avenue, being particularly described as follows:

Commencing at the intersection of the center line of Boise Avenue and the north south center section line of Sec. 15 T. 3 N., R. 2 E., Boise Meridian; thence N. 46° 45' W. 442.40' to a point; Thence N. 45° 44' W. 50.01' to a point; thence S. 43° 15' W. 356.29' to the real point of beginning of the center line of drainage ditch intersection and the west side of Kootenai road way; thence

N 0° 47' E a distance of 80.00' to a point;  
 thence N 34° 57' W a distance of 98.00' to a point;  
 thence N 24° 58' W a distance of 109.00' to a point;  
 thence N 35° 52' W a distance of 88.00' to a point;  
 thence N 39° 20' W a distance of 104.0' to a point;  
 thence N 29° 15' W a distance of 90.0' to the Falls.  
 Thence N 14° 35' E a distance of 55.0' to a point;  
 thence N 5° 20' W a distance of 88.0' to a point;  
 thence N 12° 50' W a distance of 49.0' to a point;  
 thence N 24° 30' W a distance of 110.0' to a point;  
 thence N 33° 40' W a distance of 83.0' to a point;  
 thence N 31° 00' W a distance of 138.0' to a point;  
 thence N 51° 05' W a distance of 73.0' to a point;  
 thence N 47° 10' W a distance of 182.0' to a point;  
 thence N 60° 40' W a distance of 88.0' to a point;  
 thence N 55° 07' W a distance of 71.0' to a point;  
 thence N 31° 25' E a distance of 6.0' to the headwall of culvert under Boise Avenue.

That the boundaries of said right-of-way run parallel to said described center line and 18 feet to the left thereof, and 48 feet to the right thereof.

The portion of said drainage ditch and right-of-way herein particularly described, traverses and divides a certain tract of land owned in fee by owner, located and situated in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 15, Township 3 North, Range 2 East of the Boise Meridian, in Ada County, State of Idaho, and particularly described as follows:

Beginning at the intersection of the center line of Boise Avenue and the north south center section line of Section 15, Township 3 North, Range 2 East of the Boise Meridian,

thence N 46° 45' W 442.49' to a point;  
 thence N 45° 44' W 50.01' to the real point of beginning;  
 thence S 43° 15' W 356.29'  
 thence S 57° 35' W 108.38'  
 thence N 19° 34' W 99.00'  
 thence N 29° 06' W 131.90'  
 thence N 42° 23' W 382.00'  
 thence N 62° 31' W 46.85'  
 thence N 26° 41' W 99.00'  
 thence N 43° 15' W 79.20'  
 thence N 37° 32' W 99.00'  
 thence N 47° 10' W 131.20'  
 thence N 45° 50' W 153.75'  
 thence N 89° 36' W 178.48'  
 thence N 59° 26' W 143.67'  
 thence N 30° 34' E 66.58'  
 thence N 35° 11' W 239.14'  
 thence N 89° 49' E 94.40'  
 thence N 29° 44' W 394.00'  
 thence N 58° 26' E 146.18'  
 thence S 52° 34' E 640.50  
 thence S 65° 28' E 262.32'  
 thence S 35° 16' E 587.75'  
 thence S 45° 44' E 550.19' to the real point of beginning.

WHEREAS, district has agreed in consideration of the sum of ONE DOLLAR, to grant to owner an easement in and over that portion of said drainage ditch and said right-of-way herein above specifically described for the purposes, and in the manner herein after set out.

NOW, THIS INDENTURE, WITNESSETH, That District, having been duly authorized by resolution of its Board of Commissioners, and in consideration of the sum of ONE DOLLAR cash, lawful money of the United States of America, paid by Owner to District, the receipt whereof hereby is acknowledged, grants unto said Owner and her heirs and assigns forever;

The full and free right, liberty and privilege to change and improve that portion of said drainage ditch hereinabove specifically described by straightening, rip rapping, inclosing, and constructing bridges across, or otherwise.

In addition thereto, said district grants to owner, her heirs and assigns, the full and free right, liberty and privilege to improve and beautify that portion of said right-of-way hereinabove particularly described by leveling, filling, grading, fencing, landscaping, or otherwise, and to construct over, along, and across the same, private roads and sidewalks and grants unto said owner, her tenants, servants, visitors, and licensees, in common with all others having a like right, at all times after the date hereof, the right to pass and repass along and on said private roads, bridges and sidewalks.

TO HAVE AND TO HOLD said easement hereby granted unto the owner, her heirs and assigns, as appertenant to said land now owned by owner and hereinabove particularly described, and every part thereof.

The easement created by this indenture is granted to owner upon the following terms and conditions, which said terms and conditions owner, her successors and assigns hereby expressly covenants to keep and perform; that any and all changes and improvements to said drainage ditch and said right-of-way shall be made entirely at the cost of said owner; that any and all said changes and improvements shall be made only in a manner that will permit the free, continued, unobstructed flow of all water in said drainage ditch. That from and after the date hereof, owner, entirely at her own expenses, shall maintain that portion of said drainage ditch hereinabove particularly described in a manner that will permit the continued, free, unobstructed flow of all drainage water in said drainage ditch; provided, however, that owner shall not be obligated at any time to deepen said ditch unless necessary at the time of or after the right-of-way is used by her.

The parties hereto expressly agree that all rights and obligations by this indenture granted, shall run with said land and bind the owner, her successors and assigns.

IN WITNESS WHEREOF, district has caused its corporate name to be hereunto subscribed by its President, in pursuance to said resolution, the day and year first above written, and owner on said date has duly executed this instrument.

DRAINAGE DISTRICT No. 3

By John P. Tate, Chairman and President.

Attested Roy Drahn, Secretary.

Martha S. Reese. OWNER.

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

On this 11 day of May, 1950, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Tate, known to me to be the President of the Board of Commissioners of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

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

(SEAL)

Laurel E. Elam,  
Notary Public for the State of Idaho,  
Residing at Boise, Idaho.

On this 11th day of May, 1950, before me, the undersigned, a Notary Public in and for said State, personally appeared MARTHA S. REESE, a widow, known to me to be one of the persons whose names are subscribed to the foregoing instrument and acknowledged to me that she executed the same.

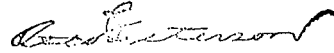
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

J. F. Cromwell,  
Notary Public for the State of Idaho,  
Residing at Boise, Idaho.

Recorded at the request of Birdina Tennell at 27 minutes past 3 o'clock P. M., this 2 day of June, 1950.

Fees: \$2.25.



Recorder.