ESMT-2022-0207 Lavender Heights Subdivision No. 3 Sanitary Sewer Easement No. 1

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this 9th day of August, 20 22 between LH Development, LLC.

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

WHEREAS, the Grantor desires to provide a sanitary sewer right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer 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 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 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.

STATE OF IDAHO)

STATE OF IDAHO)

SS

This record was acknowledged before me on wy 27, 200 (date) by warred (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 whom record was executed), in the following representative capacity:

Manager (type of authority such as officer or trustee)

(stamp)

County of Ada

Notary Signature
My Commission Expires: 1

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor 8-9-2022	
Attest by Chris Johnson, City Clerk 8-9-2022	
STATE OF IDAHO,)	
: ss. County of Ada)	
This record was acknowledged before me on $\frac{8-9}{1}$ and Chris Johnson on behalf of the City of Meridian Clerk, respectively.	
(stamp)	
Notary Signature	
My Commission	Expires:

EXHIBIT A

<u>Legal Description</u> <u>City of Meridian Sanitary Sewer Easement</u> Lavender Heights Subdivision No. 3

An easement being located in the SE ¼ of the SW ¼ of Section 32, Township 3 North, Range 1 East, 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 the SW ¼ of said Section 32, from which an Aluminum cap monument marking the northwest corner of said SW ¼ bears N 0°32'17" W a distance of 2700.11 feet;

Thence S 89°57'01" E along the southerly boundary of said SW ¼ a distance of 1331.91 feet to a 5/8 inch iron pin monument marking the southwest corner of the SE ¼ of said SW ¼;

Thence S 89°58'24" E along the southerly boundary of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ a distance of 220.48 feet to a point;

Thence leaving said boundary N 0°01'36" E a distance of 1190.95 feet to the **POINT OF BEGINNING**;

Thence N 89°49'51" W a distance of 46.64 feet to a point on a curve;

Thence a distance of 38.77 feet along the arc of a 91.50 foot radius non-tangent curve left, said curve having a central angle of 24°16'30" and a long chord bearing N 49°18'34" W a distance of 38.48 feet to a point;

Thence S 89°49'51" E a distance 75.89 feet to a point;

Thence S 0°10'09" W a distance of 25.00 feet to the **POINT OF BEGINNING**.

This easement contains 1,479 square feet (0.034 acres) more or less and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS Land Solutions, PC July 27, 2022





LAVENDER HEIGHTS SUBDIVISION NO. 3 CITY OF MERIDIAN SANITARY SEWER EASEMENT LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 32, T.3N., R.1E., B.M. 1/4 MERIDIAN, ADA COUNTY, IDAHO 31 🗃 32 **EXHIBIT B** S89°49'51"E 75.89' 20.10,08 N89'49'51"W 46.64 POINT OF BEGINNING 1,479 SF / 0.034 ACRES PROPOSED HEIGHT! LAVENDER HEIGHT! SUBDIVISION NO. LAVENDER HEIGHTS LAVENDER NO. 1 SUBDIVISION NO. 1 2700.11 90. N0.01'36' LOCUST GROVE RD. 100' 200' 400' ഗ E. LAKE HAZEL RD. 32 31 220.48'-W 1/16 S89'57'01"E 1331.91' S89*58'24"E 1331.96'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	38.77'	91.50'	24'16'30"	N4918'34"W	38.48



231 E. 5TH ST., STE. A MERIDIAN, ID 83642 (208) 288-2040 (208) 288-2557 fax www.landsolutions.biz