

ESMT-2022-0144 Apex Northwest Subdivision No. 1  
Sanitary Sewer and Water Main Easement No.1

**SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement, made this 5th day of April 20 22 between Smith Brighton 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.

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.

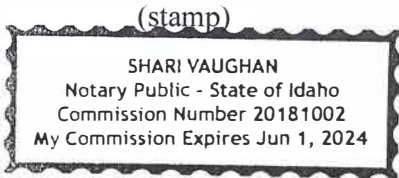
GRANTOR: SMITH BRIGHTON INC.



\_\_\_\_\_  
Robert L. Phillips, President

STATE OF IDAHO )  
  ) ss  
County of Ada   )

This record was acknowledged before me on March 16 2022 (date) by Robert L. Phillips (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 Smith Brighton 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)



Shari Vaughan  
\_\_\_\_\_  
Notary Signature  
My Commission Expires: 6-1-2024

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_
Robert E. Simison, Mayor 4-5-2022

\_\_\_\_\_
Attest by Chris Johnson, City Clerk 4-5-2022

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

This record was acknowledged before me on 4-5-2022 (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 Signature
My Commission Expires: \_\_\_\_\_

November 18, 2021  
Project No.: 20-155  
Apex Northwest Subdivision No. 1  
City of Meridian Sewer and Water Easement  
Legal Description

**Exhibit A**

Parcels of land for a City of Meridian sewer and water easement being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the Southeast corner of said Section 31, which bears S00°32'22"E a distance of 2,700.07 feet from a brass cap marking the East 1/4 corner of said Section 31, thence following the easterly line of the Southeast 1/4 of said Section 31, N00°32'22"W a distance of 267.85 feet;

Thence leaving said easterly line, S89°27'38"W a distance of 38.50 feet to the westerly right-of-way line of S. Locust Grove Rd. and being **POINT OF BEGINNING 1.**

Thence leaving said easterly right-of-way line, N89°42'21"W a distance of 146.06 feet;

Thence S00°16'52"W a distance of 31.69 feet;

Thence S26°34'53"W a distance of 59.87 feet;

Thence N89°43'32"W a distance of 431.08 feet to a point hereinafter referred to as Point "A";

Thence N00°16'45"E a distance of 32.00 feet;

Thence S89°43'32"E a distance of 415.14 feet;

Thence N07°48'59"E a distance of 64.59 feet;

Thence N00°16'52"E a distance of 348.58 feet;

Thence S89°42'21"E a distance of 34.00 feet;

Thence S00°16'52"W a distance of 327.24 feet;

Thence S89°42'21"E a distance of 145.60 feet to said easterly right-of-way line;

Thence following said easterly right-of-way line, S00°32'22"E a distance of 32.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 0.755 acres, more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as Point "A", thence N69°51'12"W a distance of 71.24 feet to **POINT OF BEGINNING 2.**

Thence 15.70 feet along the arc of a curve to the left, said curve having a radius of 30.00 feet, a delta angle of 29°59'12", a chord bearing of N74°42'44"W and a chord distance of 15.52 feet;

Thence N89°42'21"W a distance of 490.50 feet;

Thence 13.53 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 27°40'37", a chord bearing of S76°27'20"W and a chord distance of 13.39 feet;

Thence N00°16'52"E a distance of 26.40 feet;

Thence 13.51 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 27°39'04", a chord bearing of S75°52'49"E and a chord distance of 13.38 feet;

Thence S89°42'21"E a distance of 265.01 feet to a point hereinafter referred to as Point "B";  
 Thence N00°16'52"E a distance of 280.05 feet;  
 Thence N89°42'21"W a distance of 264.99 feet;  
 Thence 13.53 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 27°40'37", a chord bearing of S76°27'20"W and a chord distance of 13.39 feet;  
 Thence N00°16'52"E a distance of 26.40 feet;  
 Thence 13.53 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 27°39'04", a chord bearing S75°52'49"E and a chord distance of 13.38 feet;  
 Thence S89°42'21"E a distance of 357.00 feet;  
 Thence 43.99 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 90°00'47", a chord bearing of N45°17'16"E and a chord distance of 39.60 feet;  
 Thence N00°16'52"E a distance of 71.99 feet;  
 Thence S89°42'21"E a distance of 20.00 feet;  
 Thence S00°16'52"W a distance of 372.06 feet;  
 Thence 19.51 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 39°54'57", a chord bearing of S19°40'36"E and a chord distance of 19.11 feet;  
 Thence S89°43'08"E a distance of 93.98 feet;  
 Thence S00°16'52"W a distance of 34.07 feet to **POINT OF BEGINNING 2.**

**EXCEPTING THEREFROM:**

Commencing at a point previously referred to as Point "B", thence N63°43'35"E a distance of 22.36 feet to **POINT OF BEGINNING 3.**

Thence N00°16'52"E a distance of 270.05 feet;  
 Thence S89°42'21"E a distance of 40.01 feet;  
 Thence S00°16'52"W a distance of 10.04 feet;  
 Thence S89°43'08"E a distance of 53.47 feet;  
 Thence 19.51 feet along the arc of a curve to the right, said curve having a radius of 28.00 feet, a delta angle of 39°54'57", a chord bearing of S19°40'36"E and a chord distance of 19.11 feet;  
 Thence S00°16'52"W a distance of 224.05 feet;  
 Thence 19.53 feet along the arc of a curve to the right, said curve having a radius of 28.00 feet, a delta angle of 39°57'42", a chord bearing of S20°15'44"W and a chord distance of 19.14 feet;  
 Thence N89°43'08"W a distance of 93.46 feet to **POINT OF BEGINNING 3.**

Said parcel contains 0.802 acres, more or less.

Said description contains a total of 1.557 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.

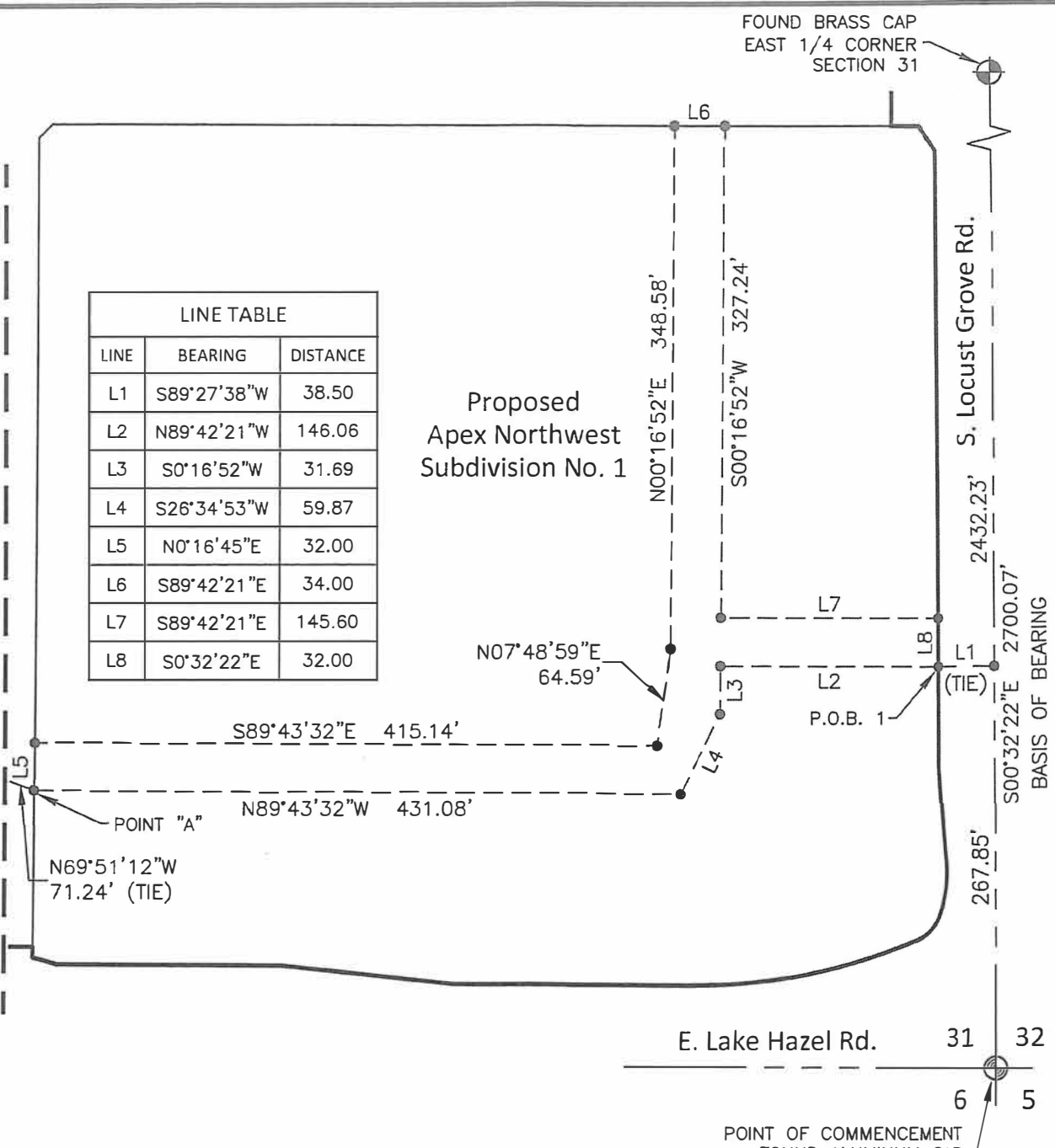


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MATCH LINE - SEE SHEET 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°27'38"W	38.50
L2	N89°42'21"W	146.06
L3	S0°16'52"W	31.69
L4	S26°34'53"W	59.87
L5	N0°16'45"E	32.00
L6	S89°42'21"E	34.00
L7	S89°42'21"E	145.60
L8	S0°32'22"E	32.00

Proposed  
Apex Northwest  
Subdivision No. 1



**KME ENGINEERING**  
 5725 NORTH DISCOVERY WAY  
 BOISE, IDAHO 83713  
 PHONE (208) 639-6939  
 kmengllp.com

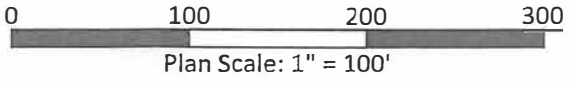
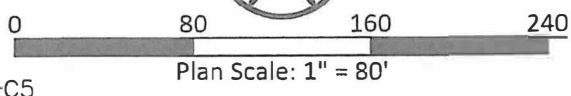


Exhibit B  
 City of Meridian Sewer and Water Easement

DATE: November 2021  
 PROJECT: 20-155  
 SHEET: 1 OF 2

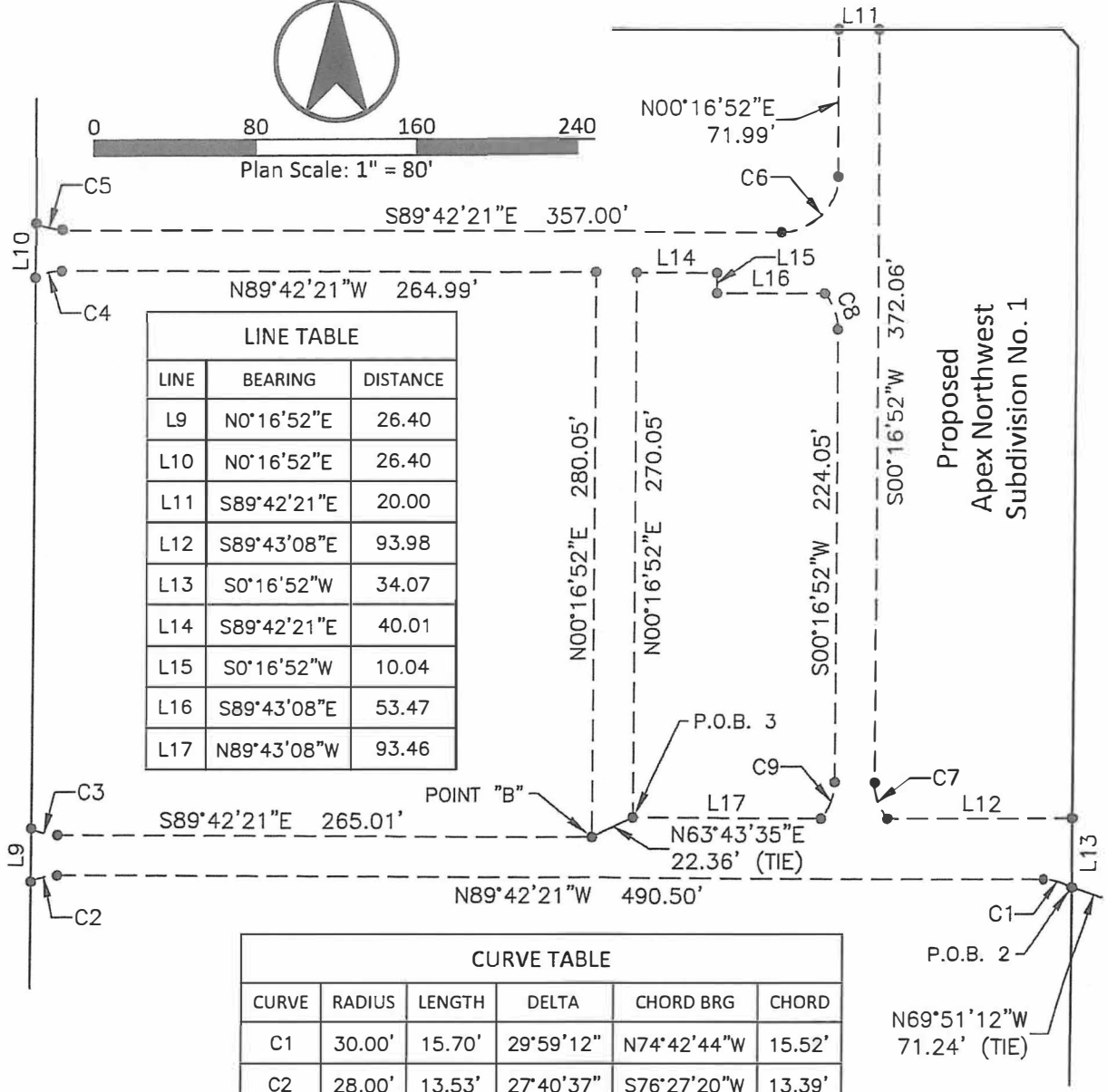
Apex Northwest Subdivision No. 1  
 SE1/4 SE1/4 Sec. 31, T3N., R1E., BM., City of Meridian, Ada County, Idaho

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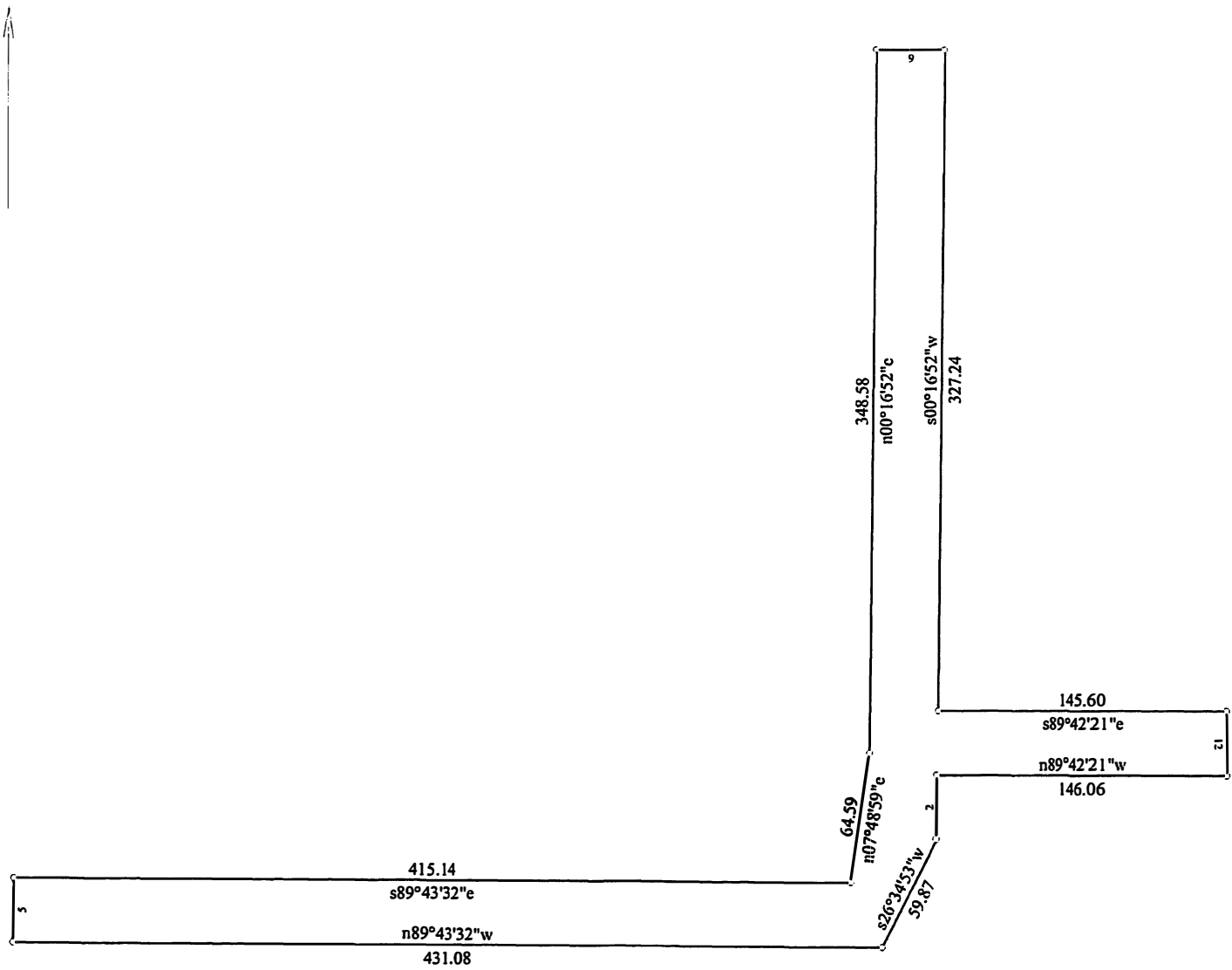
LINE TABLE		
LINE	BEARING	DISTANCE
L9	N0°16'52"E	26.40
L10	N0°16'52"E	26.40
L11	S89°42'21"E	20.00
L12	S89°43'08"E	93.98
L13	S0°16'52"W	34.07
L14	S89°42'21"E	40.01
L15	S0°16'52"W	10.04
L16	S89°43'08"E	53.47
L17	N89°43'08"W	93.46

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	30.00'	15.70'	29°59'12"	N74°42'44"W	15.52'
C2	28.00'	13.53'	27°40'37"	S76°27'20"W	13.39'
C3	28.00'	13.51'	27°39'04"	S75°52'49"E	13.38'
C4	28.00'	13.53'	27°40'37"	S76°27'20"W	13.39'
C5	28.00'	13.51'	27°39'04"	S75°52'49"E	13.38'
C6	28.00'	43.99'	90°00'47"	N45°17'16"E	39.60'
C7	28.00'	19.51'	39°54'57"	S19°40'36"E	19.11'
C8	28.00'	19.51'	39°54'57"	S19°40'36"E	19.11'
C9	28.00'	19.53'	39°57'42"	S20°15'44"W	19.14'



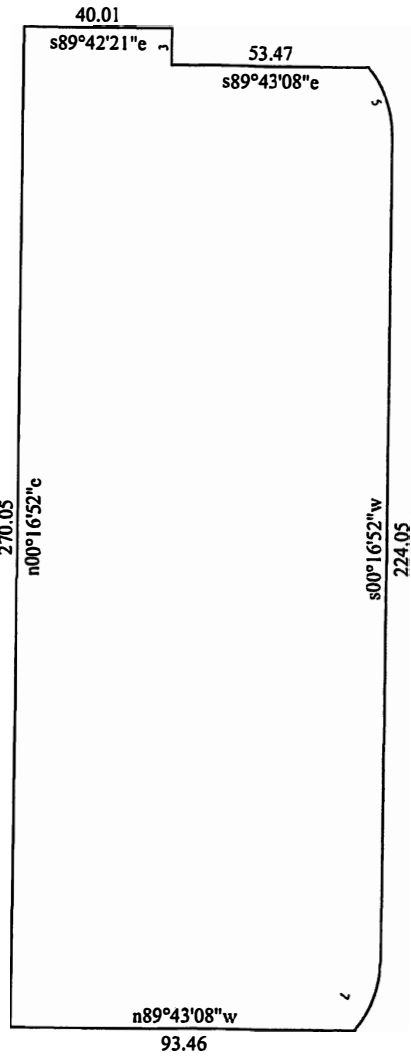
DATE: November 2021  
 PROJECT: 20-155  
 SHEET: 2 OF 2

**Exhibit B**  
 City of Meridian Sewer and Water Easement  
 Apex Northwest Subdivision No. 1  
 SE1/4 SE1/4 Sec. 31, T3N., R1E., BM., City of Meridian, Ada County, Idaho

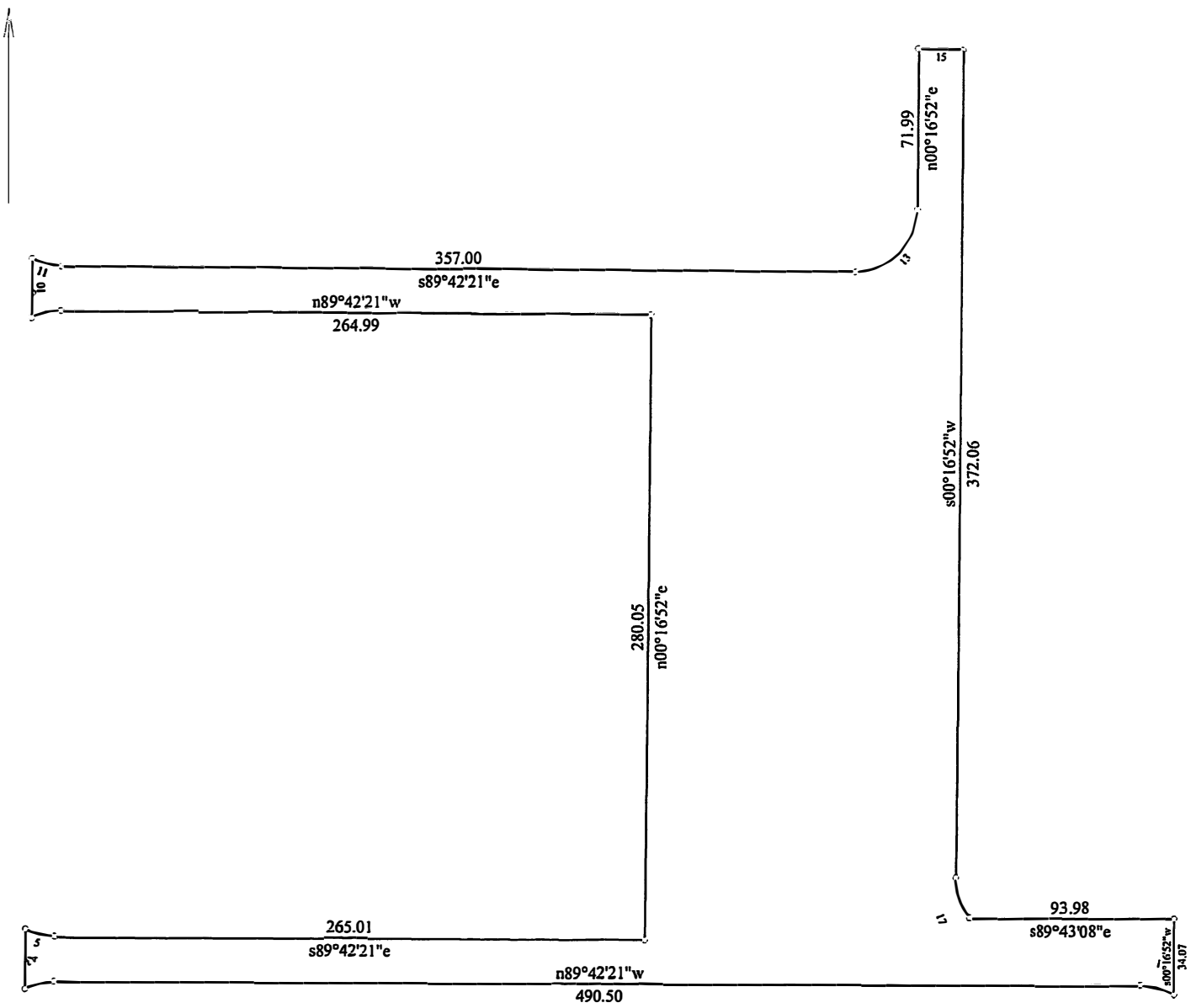


Title: Parcel 1 Meridian Sewre and Water Easement		Date: 11-11-2021
Scale: 1 inch = 80 feet	File:	
Tract 1: 0.755 Acres: 32897 Sq Feet: Closure = s06.1345w 0.00 Feet: Precision =1/589157: Perimeter = 2068 Feet		
001=n89.4221w 146.06	006=s89.4332e 415.14	011=s89.4221e 145.60
002=s00.1652w 31.69	007=n07.4859e 64.59	012=s00.3222e 32.00
003=s26.3453w 59.87	008=n00.1652e 348.58	
004=n89.4332w 431.08	009=s89.4221e 34.00	
005=n00.1645e 32.00	010=s00.1652w 327.24	





Title: Parcel 2 Meridian Sewer and Water Easement Exception		Date: 11-12-2021
Scale: 1 inch = 50 feet	File:	
Tract 1: 0.604 Acres: 26328 Sq Feet: Closure = s83.1556w 0.01 Feet: Precision =1/132014: Perimeter = 730 Feet		
001=n00.1652e 270.05	004=s89.4308e 53.47	007: Rt, R=28.00, Delta=39.5742 Eng=s20.1544w, Chd=19.14
002=s89.4221e 40.01	005: Rt, R=28.00, Delta=39.5457 Eng=s19.4036e, Chd=19.11	008=n89.4308w 93.46
003=s00.1652w 10.04	006=s00.1652w 224.05	



Title: Parcel 2 Meridian Sewer and Water Easement		Date: 11-11-2021
Scale: 1 inch = 70 feet	File:	
Tract 1: 1.406 Acres: 61225 Sq Feet: Closure = n39.4649w 0.02 Feet: Precision = 1/125775: Perimeter = 2436 Feet		
001: Lt, R=30.00, Delta=29.5912 Bng=n74.4244w, Chd=15.52	008=n89.4221w 264.99	015=s89.4221e 20.00
002=n89.4221w 490.50	009: Lt, R=28.00, Delta=27.4037 Bng=s76.2720w, Chd=13.39	016=s00.1652w 372.06
003: Lt, R=28.00, Delta=27.4037 Bng=s76.2720w, Chd=13.39	010=n00.1652e 26.40	017: Lt, R=28.00, Delta=39.5457 Bng=s19.4036e, Chd=19.11
004=n00.1652e 26.40	011: Lt, R=28.00, Delta=27.3904 Bng=s75.5249e, Chd=13.38	018=s89.4308e 93.98
005: Lt, R=28.00, Delta=27.3904 Bng=s75.5249e, Chd=13.38	012=s89.4221e 357.00	019=s00.1652w 34.07
006=s89.4221e 265.01	013: Lt, R=28.00, Delta=90.0047 Bng=n45.1716e, Chd=39.60	
007=n00.1652e 280.05	014=n00.1652e 71.99	