ESMT-2022-0145 Apex Northwest Subdivision No. 1 Sanitary Sewer and Water Main Easement No. 2

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of April 2022Smith Brighton Inc.("Grantor") and the City of Meridian, an IdahoMunicipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-ofway 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 rightof-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.

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Robert L. Phillips, President

STATE OF IDAHO)) ss

County of Ada

This record was acknowledged before me on <u>March 2022</u> (date) by <u>Robert L. Phillips</u> (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 <u>Smith Brighton Inc.</u> (name of entity on behalf of whom record was executed), in the following representative capacity: <u>President</u> (type of authority such as officer or trustee)



Notary Signature \bigcirc My Commission Expires: $l_{0} - l_{-202} - l_{-202}$

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 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 723.01 feet;

Thence leaving said easterly line, S89°27′38″W a distance of 339.16 feet to POINT OF BEGINNING 1.

Thence S00°17'39"W a distance of 24.50 feet; Thence N89°42'21"W a distance of 37.00 feet; Thence N00°17'39"E a distance of 24.50 feet to a point hereinafter referred to as Point "A"; Thence S89°42'21"E a distance of 37.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 907 square feet.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence N88°46'07"W a distance of 272.56 feet to **POINT OF BEGINNING 2.**

Thence S00°16'52"W a distance of 19.96 feet; Thence N89°43'08"W a distance of 31.00 feet; Thence N00°16'52"E a distance of 19.97 feet to a point hereinafter referred to as Point "B"; Thence S89°42'12"E a distance of 31.00 feet to **POINT OF BEGINNING 2.**

Said parcel contains 619 square feet.

TOGETHER WITH:

Commencing at a point previously referred to as Point "B", thence N89°49'00"W a distance of 259.00 feet to **POINT OF BEGINNING 3.**

Thence S00°16′52″W a distance of 21.50 feet; Thence N89°43′08″W a distance of 37.00 feet; Thence N00°16′52″E a distance of 21.51 feet to a point hereinafter referred to as Point "C"; Thence S89°42′19″E a distance of 37.00 feet to **POINT OF BEGINNING 3.**

Said parcel contains 796 square feet.

TOGETHER WITH:

Commencing at a point previously referred to as Point "C", thence N89°35'47"W a distance of 263.00 feet to **POINT OF BEGINNING 4.**

Thence S00°16′53″W a distance of 21.45 feet; Thence N89°43′08″W a distance of 37.50 feet; Thence N00°16′52″E a distance of 21.47 feet; Thence S89°40′48″E a distance of 37.50 feet to **POINT OF BEGINNING** 4.

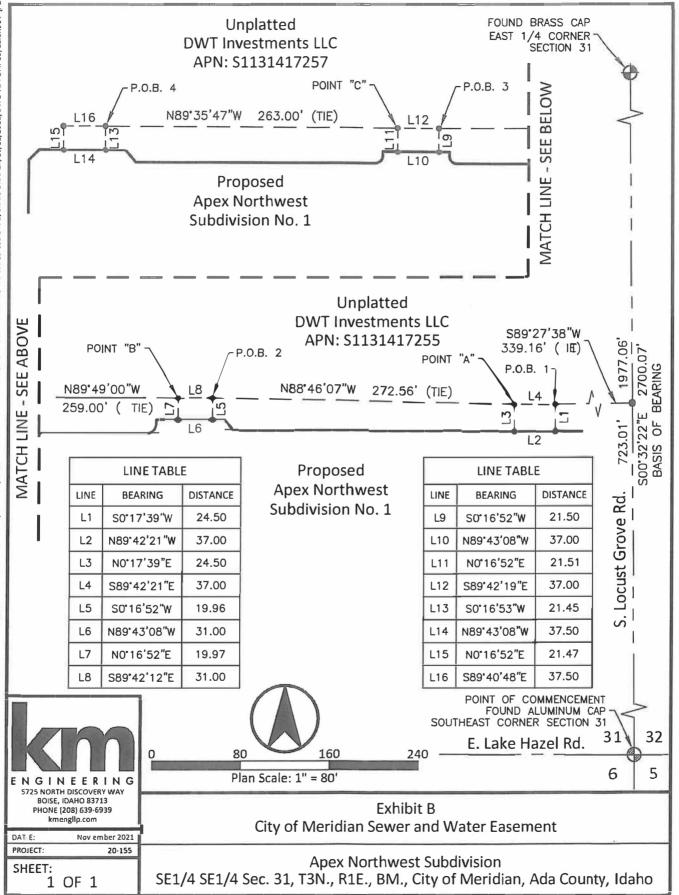
Said parcel contains 805 square feet.

Said description contains a total of 3,127 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

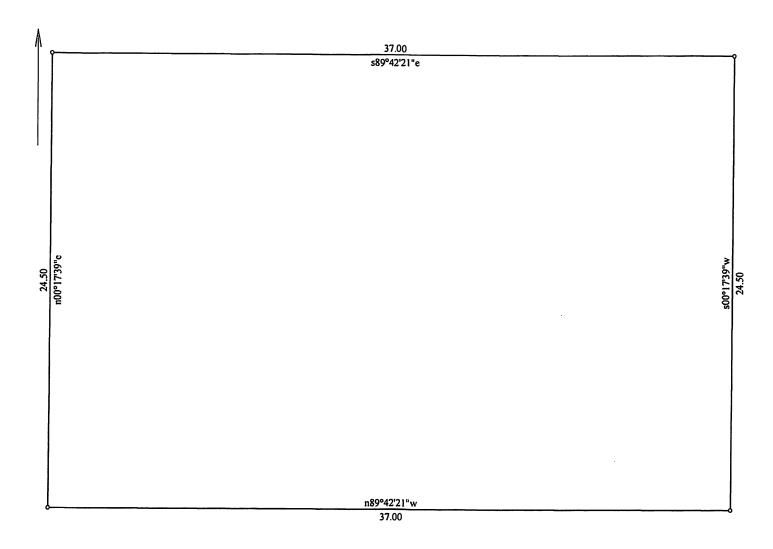
Attached hereto is Exhibit B and by this reference is made a part hereof.



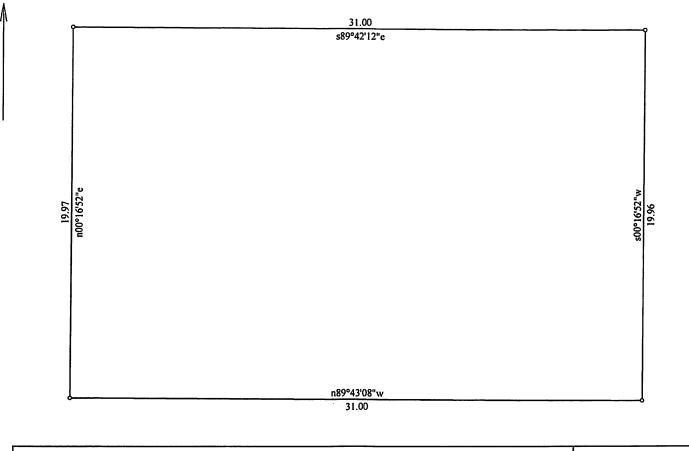
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C-NUSERS/CDRAPER.KMENG/KM ENGINEERING/KM GENERAL - REMOTE WORK/PROJECT/20-155/CAD/SURVEY/EXHIBITS/211110 SEWER AND WATER EASEMENT DWT INVESTMENTS LLC 20-155.DWG, CRAIG DRAPER, 11/12/2021, DWG TO PDF.PC3, DB.5X11 P (PDF)



Title: Parcel 1 Meridian Sewer and Water Easement 20-155 Date: 11-12		Date: 11-12-2021
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.021 Acres: 907 Sq Feet	Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perime	eter = 123 Feet
001=s00.1739w 24.50	003=n00.1739e 24.50	
002=n89.4221w 37.00	004=s89.4221e 37.00	



Title: Parcel 2 Meridian S	ewer and Water Easement 20-155	Date: 11-12-2021
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.014 Acres: 619 Sq Fe	et: Closure = s00.1423w 0.00 Feet: Precision =1/64365: Peri	imeter = 102 Feet
001=s00.1652w 19.96	003=n00.1652e 19.97	
002=n89.4308w 31.00	004=s89.4212e 31.00	

۸ ا	37.00 \$89°42'19"e	
21.51	n00°16'52"e	s00°16'52"w 21.50
		s00° 2
d	n89°43'08"w 37.00	

Title: Parcel 3 Meridian Sewe	er and Water Easement 20-155	Date: 11-12-2021
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.018 Acres: 796 Sq Feet: C	losure = s00.1354w 0.00 Feet: Precision =1/96676: Perimeter = 117 Feet	
001=s00.1652w 21.50	003=n00.1652e 21.51	
002=n89.4308w 37.00	004=s89.4219e 37.00	

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	37.50	

Title: Parcel 4 Meridian Sewer and Water Easement 20-155		Date: 11-12-2021
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.018 Acres: 805 Sq Fee	et: Closure = n01.2752e 0.01 Feet: Precision =1/21621: Perir	meter = 118 Feet
001=s00.1653w 21.45	003=n00.1652e 21.47	
002=n89.4308w 37.50	004=s89.4048e 37.50	