Project Name (Subdivision):

Bainbridge Subdivision No. 12

Sanitary Sewer & Water Main Easement Number:

1

Identify this Easement by sequential number if Project contains more than one easement of this type. (See Instructions for additional information).

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made	this day of	<u>20</u>	between
Brighton Development Inc.	("Grantor") and the	ne City of Meridian,	an Idaho
Municipal 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 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: BRIGHTON DEVELOPMENT INC.

This record was acknowledged before me on 25 (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 Brighton Development Inc. (name of entity on behalf of whom record was executed), in the following representative capacity: Chief Operating Officer (type of authority such as officer or trustee)

(Stamp)
SHARI VAUGHAN
Notary Public - State of Idaho
Commission Number 20181002
My Commission Expires Jun 1, 2024

Notary Signature

My Commission Expires: 6-1-20

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor	
Attest by Chris Johnson, City Clerk	
Attest by Chris Johnson, City Clerk	
STATE OF IDAHO,) : ss.	
County of Ada)	
This record was acknowledged before me on Robert E. Simison and Chris Johnson on their capacities as Mayor and City Clerk, respect	behalf of the City of Meridian, in
(stamp)	
Notary Signa	
My Commiss	sion expires.



March 24, 2021
Project No. 20-145
Bainbridge Subdivision No. 12
Legal Description
City of Meridian Sewer and Water Easement

Exhibit A

A parcel of land for a City of Meridian Sewer and Water Easement being situated in a portion of the North 1/2 of the Northeast 1/4 of Section 27, Township 4 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the Northeast corner of said Section 27, which bears S89°17′35″E a distance of 2,647.29 feet from an aluminum cap marking the North 1/4 corner of said Section 27, thence following the northerly line of the Northeast 1/4 of said Section 27, N89°17′35″W a distance of 1,687.00 feet;

Thence leaving said northerly line, S00°42′25″W a distance of 245.00 feet to a 5/8-inch rebar on the boundary of Bainbridge Subdivision No. 11 (Book 119 of Plats at Pages 18477-18482, records of Ada County, Idaho) and being the **POINT OF BEGINNING.**

Thence leaving said boundary, S89°17'35"E a distance of 281.50 feet;

Thence 113.88 feet along the arc of a curve to the right, said curve having a radius of 72.50 feet, a delta angle of 89°59′59″, a chord bearing of S44°17′35″E and a chord distance of 102.53 feet;

Thence S00°42'24"W a distance of 557.02 feet;

Thence 112.99 feet along the arc of a curve to the right, said curve having a radius of 72.50 feet, a delta angle of 89°17'36", a chord bearing of S45°21'12"W and a chord distance of 101.90 feet;

Thence S90°00′00″W a distance of 281.72 feet to a 5/8-inch rebar on the boundary of said Bainbridge Subdivision No. 11;

Thence following said boundary, N00°00'00"W a distance of 56.00 feet to a 5/8-inch rebar;

Thence leaving said boundary, N90°00′00″E a distance of 281.72 feet;

Thence 25.71 feet along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of 89°17′36″, a chord bearing of N45°21′12″E and a chord distance of 23.19 feet;

Thence N00°42′24″E a distance of 77.52 feet;

Thence N89°17′35″W a distance of 214.00 feet to a 5/8-inch rebar on the boundary of said Bainbridge Subdivision No. 11;

Thence following said boundary, N00°42′25″E a distance of 20.00 feet to a 5/8-inch rebar;

Thence leaving said boundary, S89°17'35"E a distance of 214.00 feet;

Thence N00°42′24″E a distance of 362.00 feet;

Thence N89°17'35"W a distance of 214.00 feet to a 5/8-inch rebar on the boundary of said Bainbridge Subdivision No. 11:

Thence following said boundary, N00°42′25"E a distance of 20.00 feet to a 5/8-inch rebar;

Thence leaving said boundary, S89°17'35"E a distance of 214.00 feet;

Thence N00°42'24"E a distance of 77.50 feet;

Thence 25.92 feet along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of 89°59′59″, a chord bearing of N44°17′35″W and a chord distance of 23.33 feet;

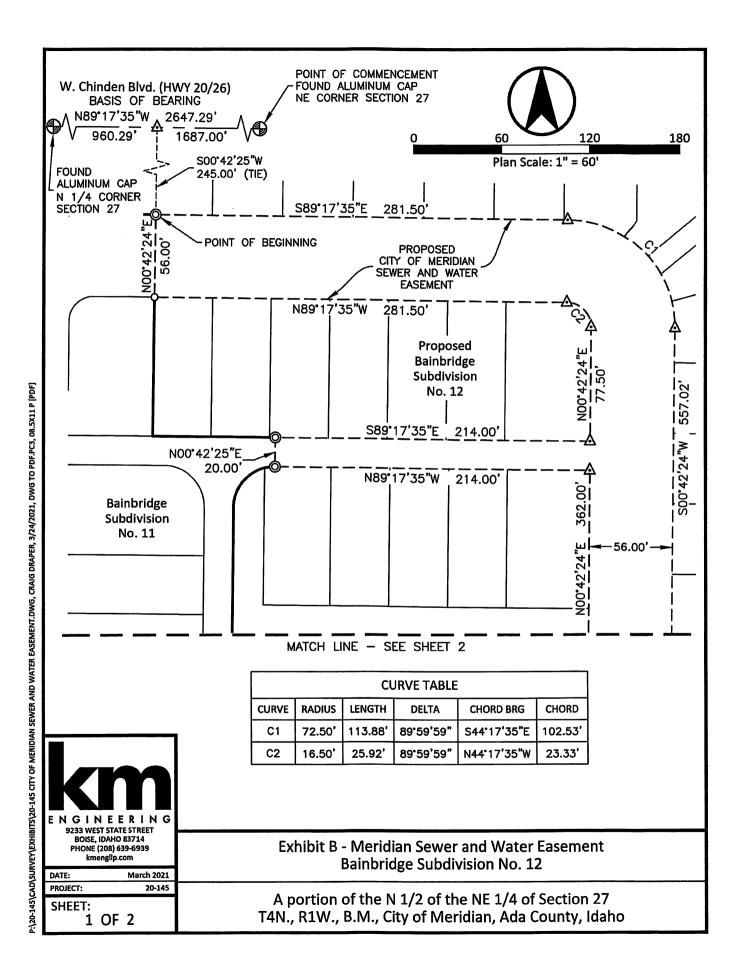
Thence N89°17′35″W a distance of 281.50 feet to a 5/8-inch rebar on the boundary of said Bainbridge Subdivision No. 11;

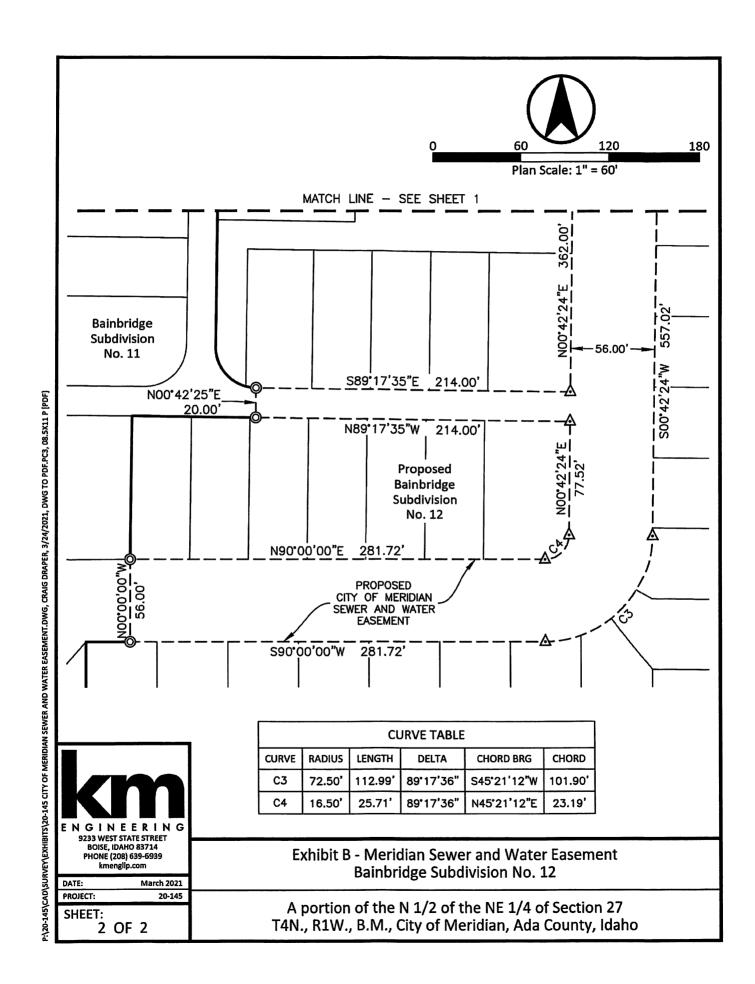
Thence following said boundary, N00°42′24″E a distance of 56.00 feet to the POINT OF BEGINNING.

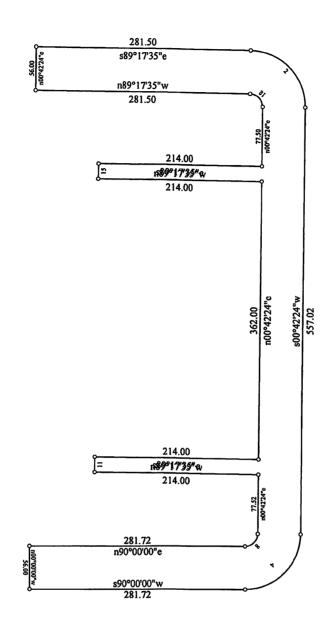
Said parcel contains a total of 1.816 acres (79,091 square feet), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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









Title: City of Meridian Sewer and Water Easement 20-145		Date: 03-24-2021
Scale: 1 inch = 120 feet	File:	
Tract 1: 1.816 Acres: 79091 Sq Fe	et: Closure = n58.1410e 0.00 Feet: Precision >1	/999999: Perimeter = 3487 Feet
001=s89.1735e 281.50 002: Rt, R=72.50, Delta=89.5959 Bng=s44.1735e, Chd=102.53	008: Lt, R=16,50, Delta=89,1736 Bng=n45,2112e, Chd=23,19 009=n00,4224e 77,52	015=n00.4225e 20.00 016=s89.1735e 214.00
003=s00.4224w 557.02 004: Rt, R=72.50, Delta=89.1736 Bng=s45.2112w, Chd=101.90	010=n89.1735w 214.00 011=n00.4225e 20.00	017=n00.4224e 77.50 018: Lt, R=16.50, Delta=89.5959 Bng=n44.1735w, Chd=23.33
005=s90.0000w 281.72 006=n00.0000w 56.00 007=n90.0000e 281.72	012=s89.1735e 214.00 013=n00.4224e 362.00 014=n89.1735w 214.00	019=n89.1735w 281.50 020=n00.4224e 56.00