ESMT-2022-0113 Apex Southeast Subdivision No. 1 Sanitary Sewer Easement No. 2

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this	day of	, 20	between	Smith Brighton Inc.
("Grantor"), and the City of Meridian, an Id	laho Municipa	l 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.

GRANTOR: SMITH BRIGHTON INC.	
an Idaho corporation	
Robert L. Phillips, Vice President	
STATE OF IDAHO)	
) ss	
County of Ada)	
(name of individual), [complete the the following if signing in an in	efore me on 1/24/2022 (date) by Robert L. Phillips the following if signing in a representative capacity, or strike adividual capacity] on behalf of Smith Brighton Inc. thom record was executed), in the following representative (type of authority such as officer or trustee)
(stamp)	Shan Janatian
SHARI VAUGHAN Notary Public - State of Idaho Commission Number 20181002 My Commission Expires Jun 1, 2024	Notary Signature My Commission Expires: 6-1-2024

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor	_
Attest by Chris Johnson, City Clerk	
STATE OF IDAHO,)	
: ss. County of Ada)	
	efore me on (date) by Robert E. Simison e City of Meridian, in their capacities as Mayor and City
	Notary Signature
	My Commission Expires:



January 21, 2022 APEX Southeast Subdivision No. 1 Project No. 20-124 Legal Description City of Meridian Sewer Easement

Exhibit A

A parcel of land for a sewer easement situated in a portion of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said Section 5, which bears N00°04'35"W a distance of 2,671.16 feet from a brass cap marking the West 1/4 corner of said Section 5, thence following the westerly line of said Section 5, S00°04'35"E a distance of 1,259.39 feet;

Thence leaving said westerly line, N89°53′42″E a distance of 202.90 feet to the **POINT OF BEGINNING**.

Thence N00°04'35"W a distance of 147.80 feet;

Thence 31.86 feet along the arc of a circular curve to the left, said curve having a radius of 80.00 feet, a delta angle of 22°49′15″, a chord bearing of S52°14′34″E and a chord distance of 31.65 feet;

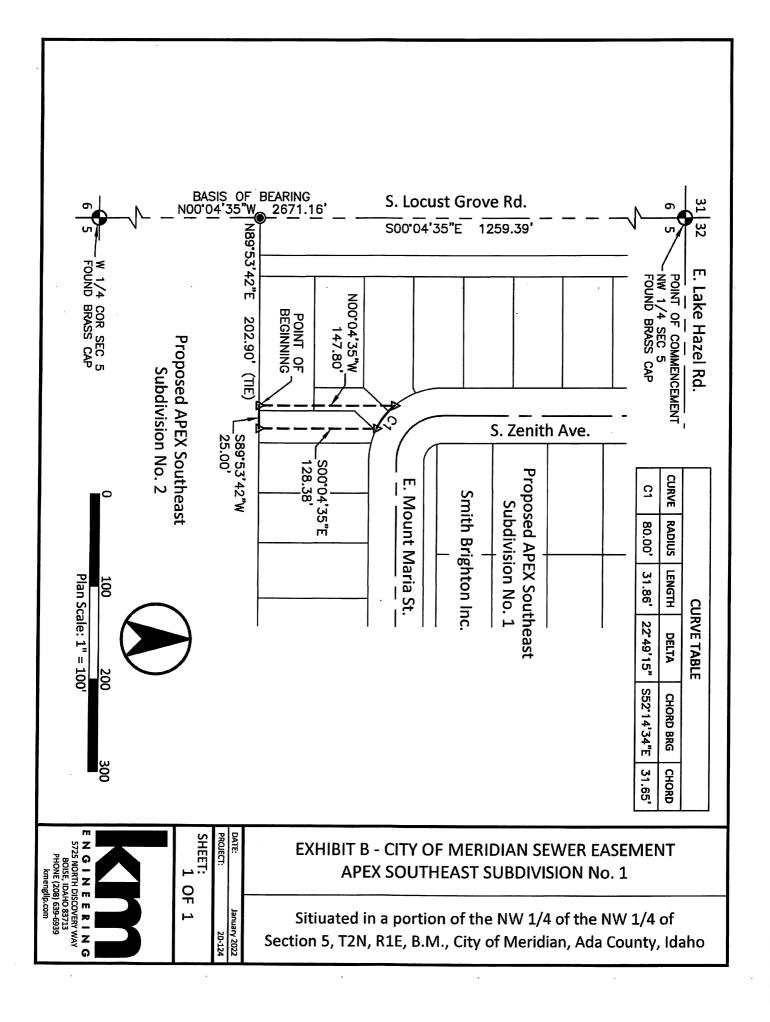
Thence S00°04'35"E a distance of 128.38 feet;

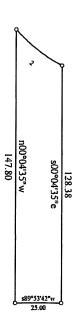
Thence S89°53'42"W a distance of 25.00 feet to the POINT OF BEGINNING.

Said easement description contains 3,419 Sq. Ft., more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

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







Title: Sewer Easement - Smith Brighton Inc. Date: 01-21-2022

Scale: 1 inch = 50 feet | File:

Tract 1: 0.078 Acres: 3419 Sq Feet: Closure = n00.2159e 0.01 Feet: Precision = 1/42039: Perimeter = 333 Feet

 001=n00.0435w 147.80
 003=s00.0435e 128.38

 002: Lt, R=80.00, Delta=22.4915
 004=s89.5342w 25.00