

Project Name (Subdivision):

Poima Subdivison

Sanitary Sewer Easement Number: 1

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

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20____ between Evans Development LLo ("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.

GRANTOR:

Evans Development, LLC



STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 3/23/2023 (date) by Benjamin Evans (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 Evans Development LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)




Notary Signature
My Commission Expires: 5/14/2025

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on _____ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature

My Commission Expires: _____

Exhibit A

Legal Description
City of Meridian Sewer Main Easment
Poiema Subdivision

An easement being located in the NE ¼ of the NW ¼ of Section 4, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northeast corner of said NW ¼, from which an Aluminum Cap monument marking the northwest corner of said NW ¼ bears S 89°56'26" W a distance of 2651.70 feet;

Thence along the easterly boundary of said NW ¼ S 0°37'05" W a distance of 679.35 feet to a point;

Thence leaving said boundary N 89°22'55" W a distance of 331.47 feet to the **POINT OF BEGINNING**;

Thence S 34°04'12" E a distance of 300.73 feet to a point;

Thence a distance of 9.96 feet along the arc of a 13.00 foot radius non-tangent curve right, said curve having a central angle of 43°53'45" and a long chord bearing S 64°27'12" W a distance of 9.72 feet to a point of reverse curvature;

Thence a distance of 11.44 feet along the arc of a 55.00 foot radius curve left, said curve having a central angle of 11°55'00" and a long chord bearing S 80°26'35" W a distance of 11.42 feet to a point;

Thence N 34°04'12" W a distance of 299.15 feet to a point;

Thence a distance of 20.54 feet along the arc of a 151.50 foot radius non-tangent curve right, said curve having a central angle of 7°46'02" and a long chord bearing N 68°52'52" E a distance of 20.52 feet to the **POINT OF BEGINNING**.

This easement contains 6023 square feet (0.14 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
March 23, 2023



CITY OF MERIDIAN SEWER MAIN EASEMENT

POIEMA SUBDIVISION

LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 4, T.2N., R.1E., B.M.
CITY OF MERIDIAN, ADA COUNTY, IDAHO

