

Project Name (Subdivision):

Movado 9 Subdivision

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 Movado Development LLC ("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:

Movado Development LLC



Jim Conger, Member

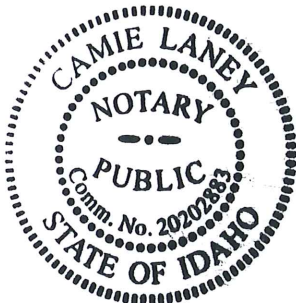
STATE OF IDAHO)

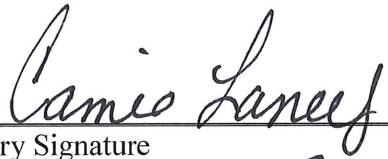
) ss

County of Ada)

This record was acknowledged before me on May 25, 2021 (date) by Jim Conger
(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 Movado Development LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: Member (type of authority such as officer or trustee)

(stamp)





Notary Signature
My Commission Expires: 8-3-2026

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: _____



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Exhibit A
SANITARY SEWER EASEMENT
LEGAL DESCRIPTION

BASIS OF BEARINGS FOR THIS DESCRIPTION IS S. $0^{\circ}37'54''$ W., BETWEEN AN ALUMINUM CAP MARKING THE NORTHEAST CORNER OF SECTION 21 AND AN ALUMINUM CAP MARKING THE $1/4$ CORNER COMMON TO SECTIONS 21 AND 22, BOTH IN T. 3 N., R. 1 E., B.M., ADA COUNTY, IDAHO.

A PARCEL OF LAND LOCATED IN THE NE $1/4$ OF SECTION 21, T. 3 N., R. 1 E., B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT AN ALUMINUM CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 21;

THENCE S. $0^{\circ}37'54''$ W., COINCIDENT WITH THE EAST LINE OF SAID NE $1/4$, A DISTANCE OF 1706.11 FEET;

THENCE LEAVING SAID EAST LINE, S. $90^{\circ}00'00''$ W., 631.70 FEET AND THE **POINT OF BEGINNING**;

THENCE S. $26^{\circ}26'11''$ W., 20.00 FEET;

THENCE N. $63^{\circ}33'49''$ W., 47.28 FEET AND THE BEGINNING OF A NON-TANGENT CURVE;

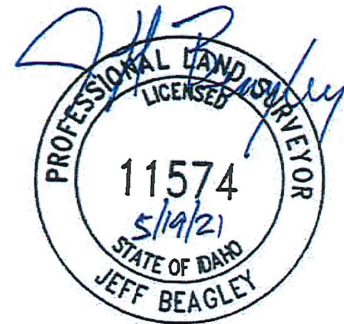
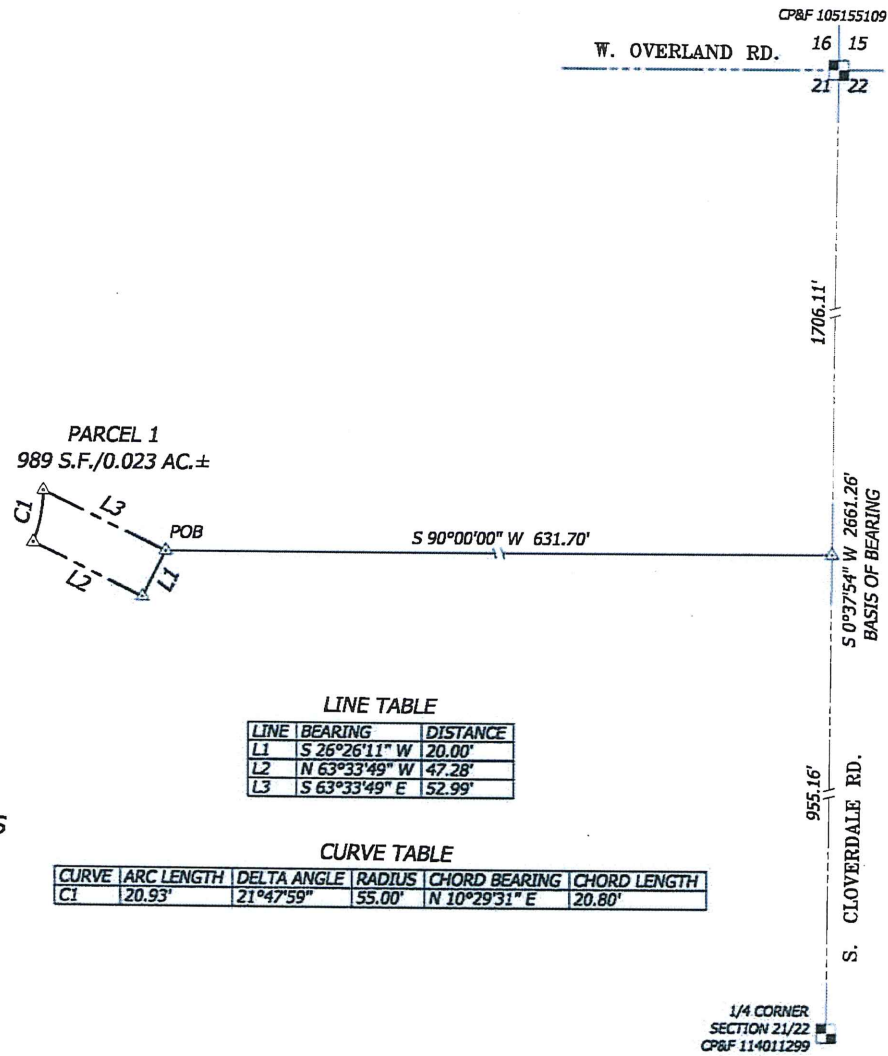
THENCE 20.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF $21^{\circ}47'59''$, A RADIUS OF 55.00 FEET, SUBTENDED BY A CHORD BEARING N. $10^{\circ}29'31''$ E., 20.80 FEET;

THENCE S. $63^{\circ}33'49''$ E., 52.99 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.023 ACRES MORE OR LESS.



EXHIBIT B



PROJECT: SANITARY SEWER EASEMENT	OWNER/DEVELOPER: CMG	 2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM	DWG # 19428
	DATE: 5/2021		PROJECT# EXHIBIT SHEET 1 OF 1