

ESMT-2022-0195 Apex SE Subdivision No. 2  
Sanitary Sewer Easement No. 1

**SANITARY SEWER EASEMENT**

THIS Easement Agreement, made this 12<sup>th</sup> day of July, 2022 between Smith Brighton Inc. (“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.

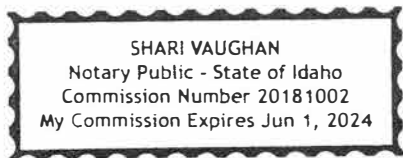
GRANTOR: SMITH BRIGHTON INC.,  
an Idaho corporation

Robert L. Phillips, Vice President

STATE OF IDAHO )  
) ss  
County of Ada )

This record was acknowledged before me on 6/20/2022 (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 Smith Brighton Inc. (name of entity on behalf of whom record was executed), in the following representative capacity: Vice President (type of authority such as officer or trustee)

(stamp)



Notary Signature  
My Commission Expires: 6/1/2024

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 7-12-2022

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 7-12-2022

STATE OF IDAHO, )  
                              : ss.  
County of Ada        )

This record was acknowledged before me on 7-12-2022 (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: 3-28-2022

June 17, 2022  
APEX Southeast Subdivision No. 2  
Project No. 21-021  
Legal Description  
City of Meridian Sewer Easement

**Exhibit A**

Parcels of land for a sewer easement situated in a portion of Government Lot 4 and the Southwest 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 an aluminum cap marking the Northwest corner of said Section 5, which bears N00°04'35"W a distance of 2,671.16 feet from an aluminum 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 1,711.48 feet;  
Thence leaving said westerly line, N89°55'25"E a distance of 202.90 feet to **POINT OF BEGINNING 1.**

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 to a point hereinafter referred to as **POINT "A"**;  
Thence S00°04'35"E a distance of 256.72 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°05'23"W and a chord distance of 31.65 feet  
Thence N00°04'35"W a distance of 295.55 feet to **POINT OF BEGINNING 1.**

Said parcel contains 6,836 Sq. Ft., more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as **POINT "A"**, thence N81°57'26"E a distance of 982.12 feet to **POINT OF BEGINNING 2.**

Thence N00°01'43"W a distance of 24.00 feet;  
Thence N89°53'42"E a distance of 130.00 feet;  
Thence S00°01'43"E a distance of 24.00 feet;  
Thence S89°53'42"W a distance of 130.00 feet to **POINT OF BEGINNING 2.**

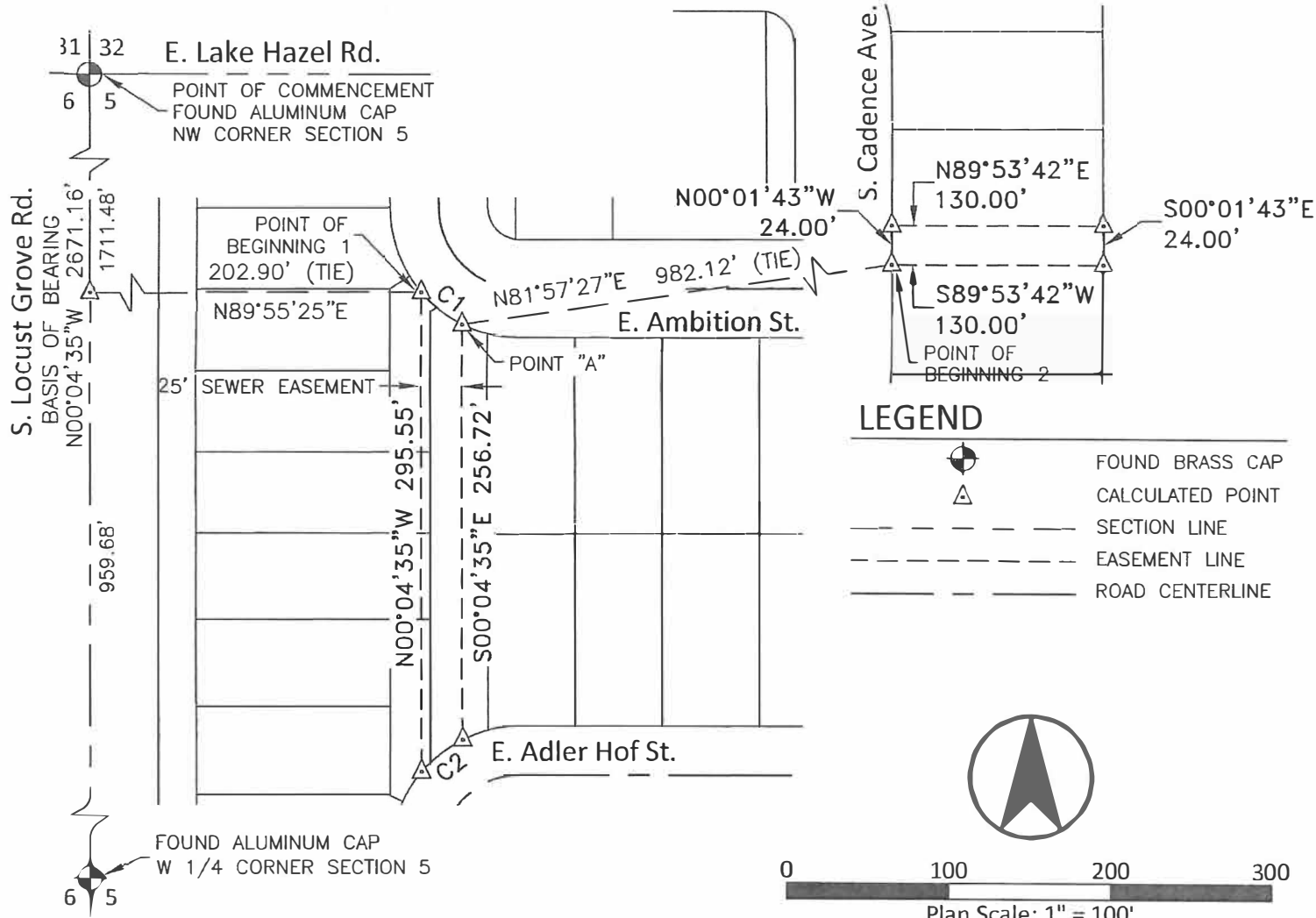
Said parcel contains 3,120 Sq. Ft., more or less.

Said description contains a total of 9,956 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.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	80.00'	31.86'	22°49'15"	S52°14'34"E	31.65'
C2	80.00'	31.86'	22°49'15"	S52°05'23"W	31.65'



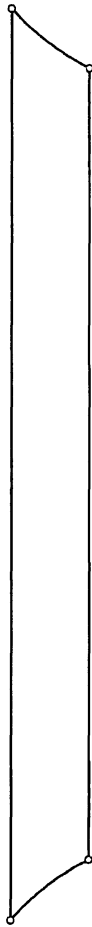
**EXHIBIT B - CITY OF MERIDIAN SEWER EASEMENT  
APEX SOUTHEAST SUBDIVISION No. 2**

Situated in a portion of Government Lot 4 and the SW 1/4 of the NW 1/4 of Section 5, T2N, R1E, B.M., City of Meridian, Ada County, Idaho

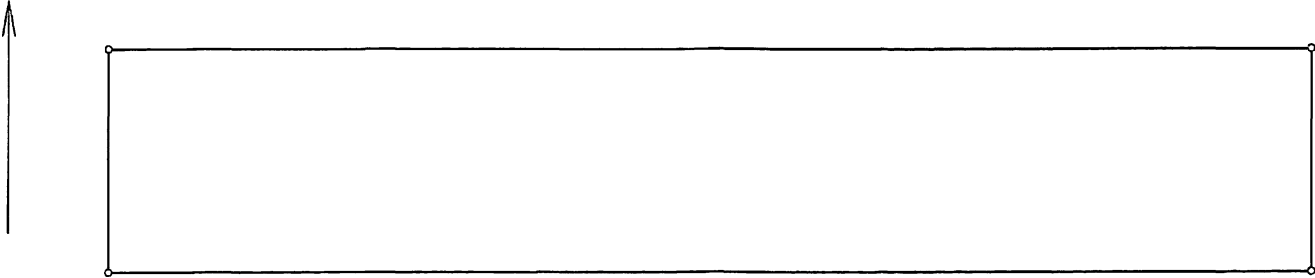
DATE: June 2022  
PROJECT: 21-021

SHEET:  
1 OF 1

**km**  
ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmengllp.com



Title:	<b>EXHIBIT B</b>	Date: 06-17-2022
Scale: 1 inch = 60 feet	File: Deed Plotter.des	
Tract 1: 0.157 Acres: 6836 Sq Feet: Closure = n05.2803w 0.00 Feet: Precision =1/614870: Perimeter = 616 Feet		
001: Lt, R=80.00, Delta=22.4915 Bng=s52.1434e, Chd=31.65	003: Lt, R=80.00, Delta=22.4915 Bng=s52.0523w, Chd=31.65	004=n00.0435w 295.55
002=s00.0435e 256.72		



<b>Title:</b> EXHIBIT B		<b>Date:</b> 06-10-2022
<b>Scale:</b> 1 inch = 20 feet	<b>File:</b> Deed Plotter.des	
Tract 1: 0.072 Acres: 3120 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 308 Feet		
001=n00.0143w 24.00	003=s00.0143e 24.00	
002=n89.5342e 130.00	004=s89.5342w 130.00	