

ESMT-2022-0120

Quartet Southeast Subdivision No. 1

Sanitary Sewer Easement No. 1

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20____ between Brighton Development 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.

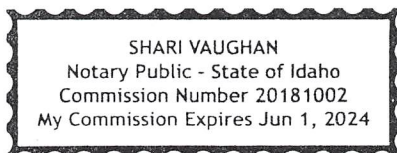
GRANTOR: **BRIGHTON DEVELOPMENT INC.**


Jonathan D. Wardle, President

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 2/7/2022 (date) by Jonathan D. Wardle (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: 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

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: _____

February 04, 2022
Project No. 20-125
Quartet Southeast Subdivision No. 1
City of Meridian Sewer Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian sewer easement situated in a portion of the Southwest 1/4 of the Northwest 1/4 of Section 34, 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 West 1/4 corner of said Section 34, which bears S00°27'24"W a distance of 2,631.60 feet from a brass cap marking the Northwest corner of said Section 34, thence following the westerly line of the Northwest 1/4 of said Section 34, N00°27'24"E a distance of 232.56 feet;

Thence leaving said westerly line, S89°32'48"E a distance of 50.00 feet to the **POINT OF BEGINNING**.

Thence N00°27'24"E a distance of 20.57 feet;

Thence S76°02'34"E a distance of 171.04 feet;

Thence 22.97 feet along the arc of a curve to the left, said curve having a radius of 54.33 feet, a delta angle of 24°13'31", a chord bearing of S42°39'15"W and a chord distance of 22.80 feet;

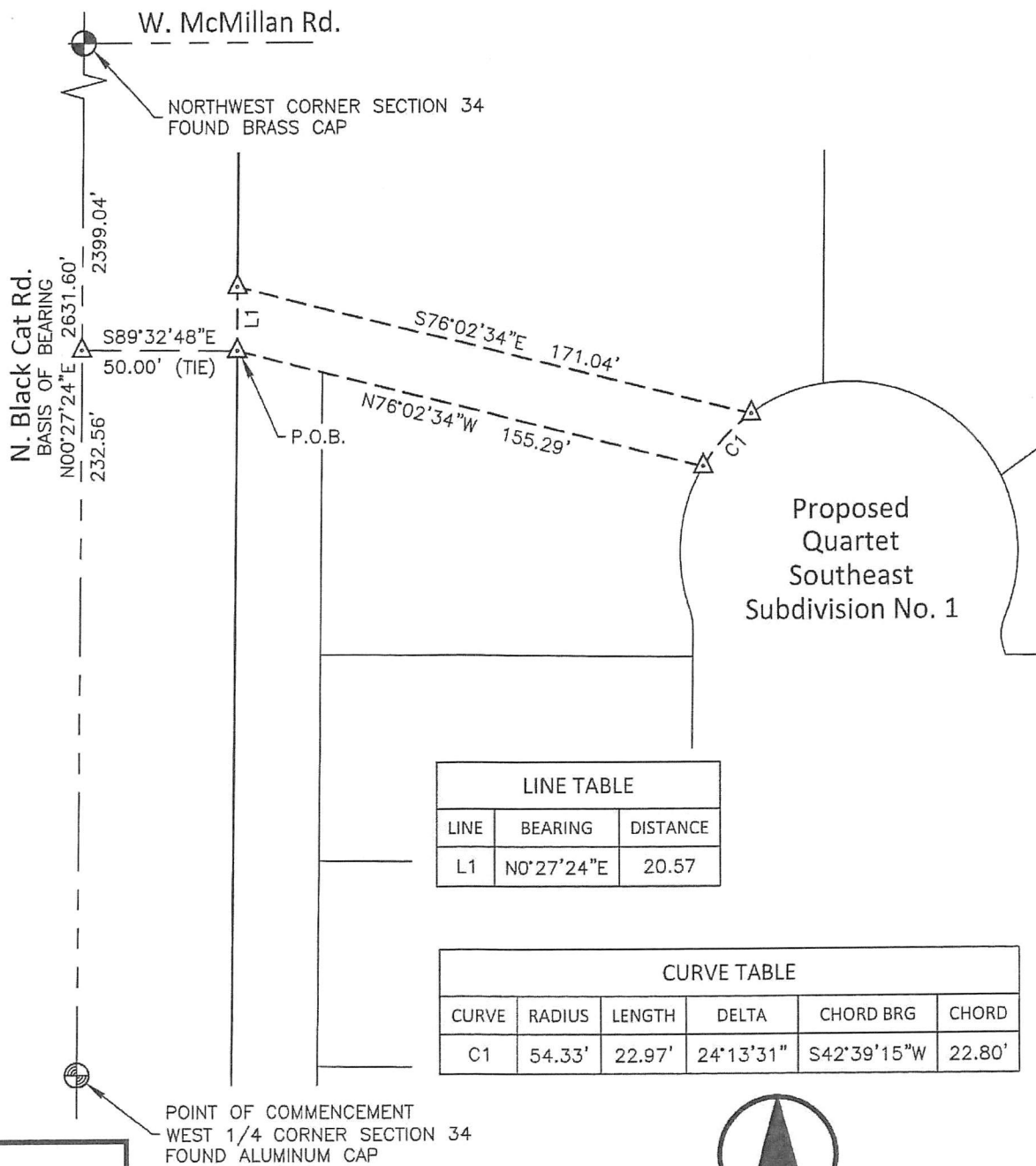
Thence N76°02'34"W a distance of 155.29 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 3,245 square feet, more or less, and subject to all existing easements and/or rights-of-way or record or implied.

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



C:\USERS\CDRAPER\KMENGINEERING\KM GENERAL - REMOTE WORK\PROJECT\20-125\CAD\SURVEY\EXHIBITS\220203 SEWER EASEMENT - BLACK CAT 20-125.DWG, CRAIG DRAPER, 2/4/2022, DWG TO PDF.PC3, 08.5X11 P [PDF]



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°27'24"E	20.57

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	54.33'	22.97'	24°13'31"	S42°39'15"W	22.80'



0 50 100 150
Plan Scale: 1" = 50'

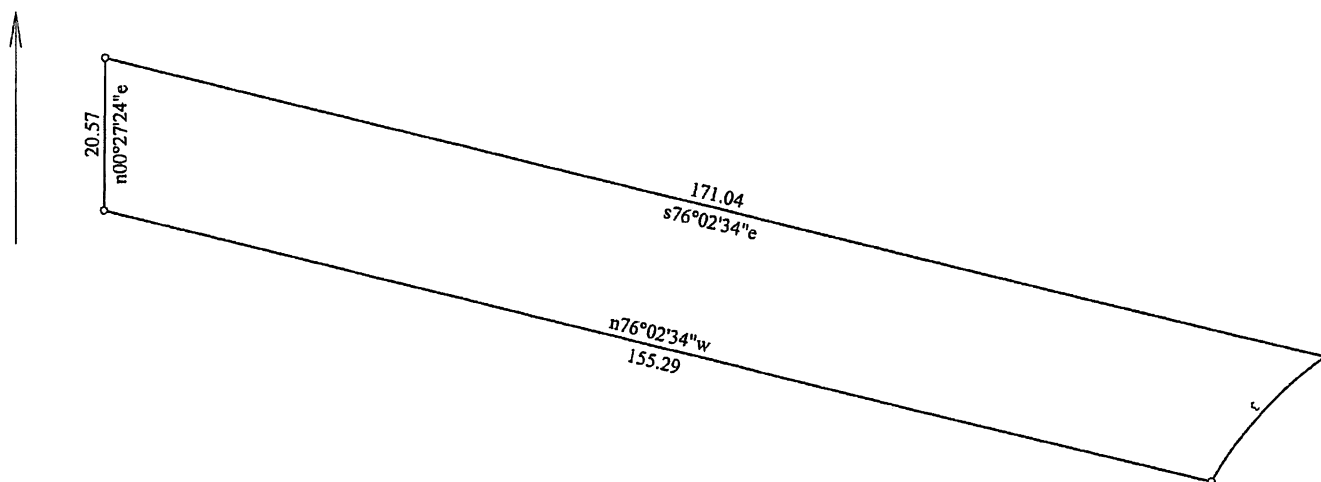
km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: February 2022
PROJECT: 20-125

SHEET:
1 OF 1

Exhibit B - City of Meridian Sewer Easement Quartet Southeast Subdivision No. 1

A portion of the SW 1/4 of the NW 1/4 of Section 34,
T4N., R1W., BM., City of Meridian, Ada County, Idaho



Title: City of Meridian Sewer Easement 20-125

Date: 02-04-2022

Scale: 1 inch = 25 feet

File:

Tract 1: 0.074 Acres: 3245 Sq Feet: Closure = s02.5726e 0.00 Feet: Precision = 1/225487: Perimeter = 370 Feet

001=n00.2724e 20.57

003: Lt. R=54.33, Delta=24.1331
Bng=s42.3915w, Chd=22.80

002=s76.0234e 171.04

004=n76.0234w 155.29