

ESMT-2022-0121
Shelburne South No. 1 and No. 2
Sanitary Sewer Easement No. 1

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20____ between SHELburne PROPERTIES 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.

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

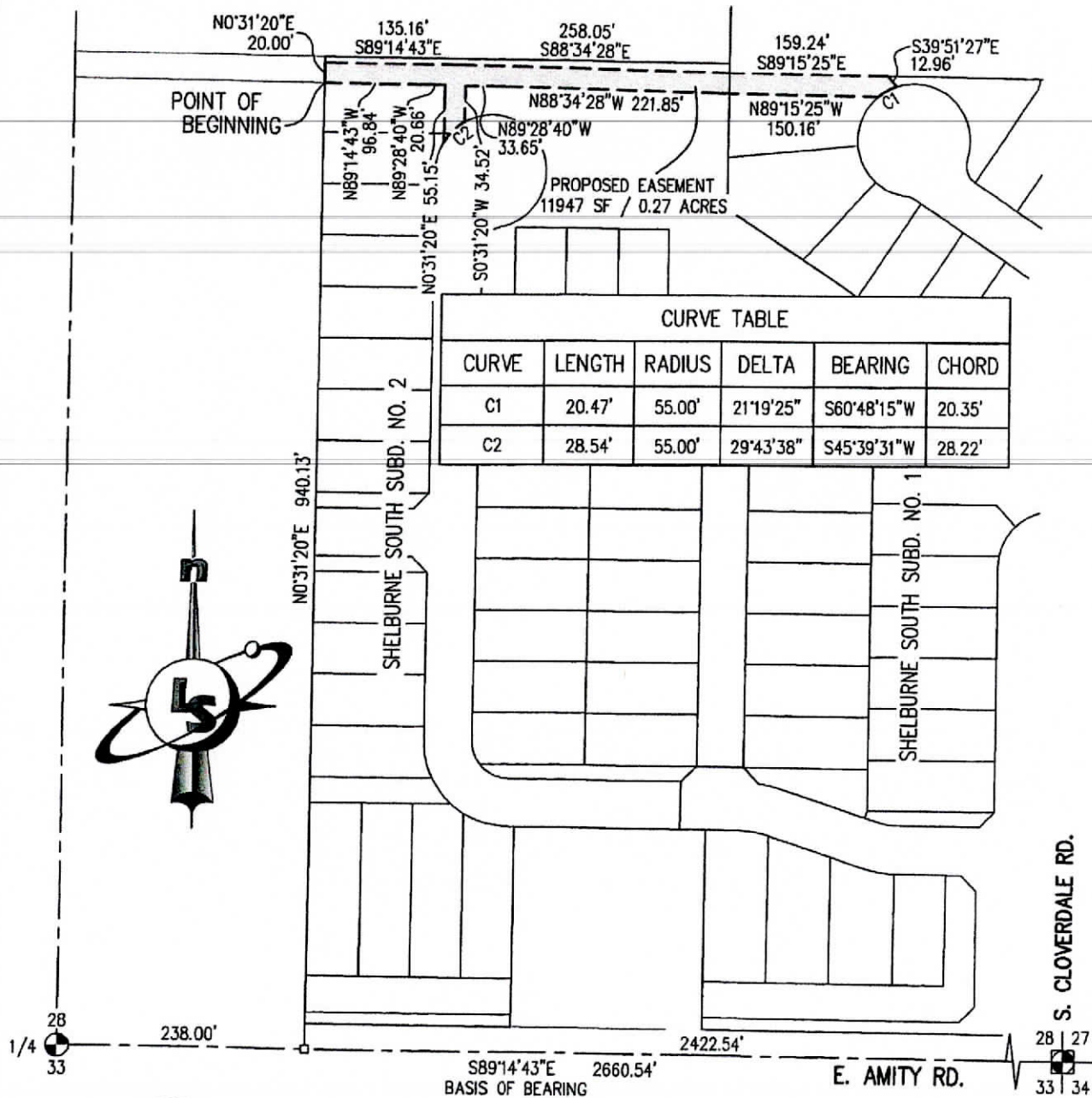
My Commission Expires: _____

EXHIBIT B

CITY OF MERIDIAN SEWER EASEMENT

SHELBURNE SOUTH SUBDIVISION

LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 28, T.3N., R.1E., B.M., ADA COUNTY, IDAHO



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 19-08

Legal Description
City of Meridian Sanitary Sewer Easement
Shelburne South Subdivision
EXHIBIT A

A parcel of land being located in the SW ¼ of the SE ¼ of Section 28, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southwest corner of the SE ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of said SE ¼ bears S 89°14'43" E a distance of 2660.54 feet;

Thence S 89°14'43" E along the southerly boundary of said SE ¼ a distance of 238.00 feet to a point;

Thence leaving said southerly boundary N 0°31'20" E a distance of 940.13 feet to the **POINT OF BEGINNING**;

Thence continuing N 0°31'20" E a distance of 20.00 feet to a point;

Thence S 89°14'43" E a distance of 135.16 feet to a point;

Thence S 88°34'28" E a distance of 258.05 feet to a point;

Thence S 89°15'25" E a distance of 159.24 feet to a point;

Thence S 39°51'27" E a distance of 12.96 feet to a point;

Thence a distance of 20.47 feet along the arc of a 55.00 foot radius non-tangent curve left, said curve having a central angle of 21°19'25" and a long chord bearing S 60°48'15" W a distance of 20.35 feet to a point;

Thence N 89°15'25" W a distance of 150.16 feet to a point;

Thence N 88°34'28" W a distance of 221.85 feet to a point;

Thence N 89°28'40" W a distance of 33.65 feet to a point;

Thence S 0°31'20" W a distance of 34.52 feet to a point;

Thence a distance of 28.54 feet along the arc of a 55.00 foot radius non-tangent curve left, said curve having a central angle of 29°43'38" and a long chord bearing S 45°39'31" W a distance of 28.22 feet to a point;

Thence N 0°31'20" E a distance of 55.15 feet to a point;

Thence N 89°28'40" W a distance of 20.66 feet to a point;

Thence N 89°14'43" W a distance of 96.84 feet to the **POINT OF BEGINNING**.

This easement contains 11,947 square feet (0.274 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
February 7, 2022

