

Project Name (Subdivision):

Wadsworth Meridian Subdivision

Sanitary Sewer Easement Number:

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 Wadsworth Meridian, 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.

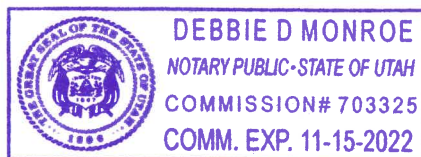
GRANTOR:

Wadsworth Meridian, LLC

STATE OF Utah
~~Idaho~~)
) ss
County of Ada)
Salt Lake

This record was acknowledged before me on 8-18-21 (date) by Nate Ballard
(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 Wadsworth Meridian, LLC
(name of entity on behalf of whom record was executed), in the following representative capacity: COO (type of authority such as officer or trustee)

(stamp)



Debbie D. Monroe
Notary Signature
My Commission Expires: 11-15-22

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: _____



August 16, 2021
Project No.: 119025

EXHIBIT "A"

**WADSWORTH MERIDIAN SUBDIVISION
SEWER EASEMENT DESCRIPTION**

An easement located in Government Lot 1 in the Northeast Quarter of Section 5, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of said Section 5, (from which the North Quarter Corner of said Section 5 bears South 89°39'20" West, 2656.46 feet distant);

Thence South 89°39'20" West, a distance of 455.62 feet on the north line of said Section 5;

Thence South 00°20'40" East, a distance of 42.13 feet to a point on the southerly right of way Line of East Ustick Road;

Thence on the southerly right of way line of East Ustick Road the following courses and distances:

Thence South 89°23'16" East, a distance of 17.27 feet;

Thence South 86°01'47" East, a distance of 180.57 feet;

Thence North 89°39'20" East, a distance of 181.46 feet;

Thence South 44°30'12" East, a distance of 17.91 feet to the POINT OF BEGINNING:

Thence South 44° 30' 12" East, a distance of 27.91 feet on the southerly right of way line of East Ustick Road to a point common with the westerly right of way line of North Eagle Road;

Thence South 01° 14' 39" West, a distance of 96.75 feet on said westerly right of way;

Thence leaving said westerly right of way, South 57° 48' 30" West, a distance of 56.80 feet;

Thence North 81° 39' 57" West, a distance of 130.79 feet;

Thence North 86° 09' 10" West, a distance of 169.05 feet;

Thence North 03° 50' 50" East, a distance of 20.00 feet;

Thence South 86° 09' 10" East, a distance of 169.83 feet;

Thence South 81° 39' 57" East, a distance of 124.19 feet;

Thence North 57° 48' 30" East, a distance of 38.66 feet;

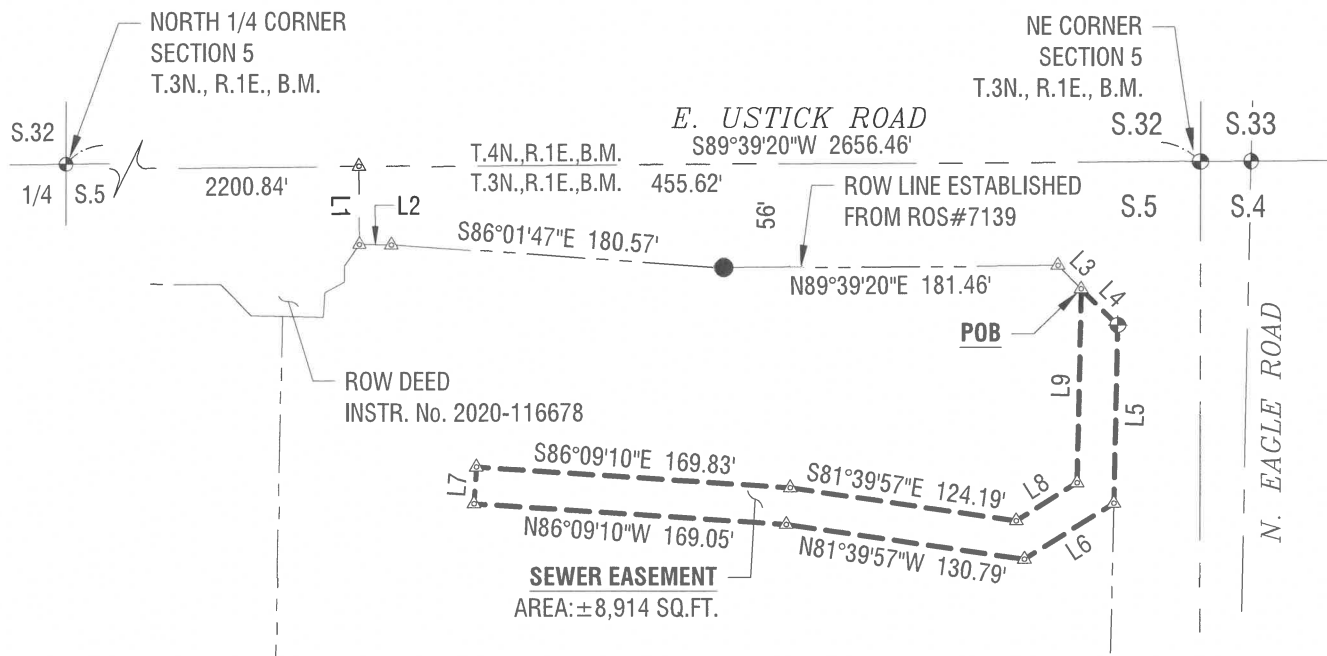
Thence North 01° 14' 47" East, a distance of 105.45 feet to the POINT OF BEGINNING.

The above described easement contains 8,914 square feet more or less.

PREPARED BY:
The Land Group, Inc.

James R. Washburn



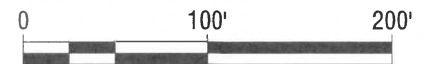


Line Table		
LINE	BEARING	LENGTH
L1	S00°20'40"E	42.13'
L2	S89°23'16"E	17.27'
L3	S44°30'12"E	17.91'
L4	S44°30'12"E	27.91'
L5	S01°14'39"W	96.75'
L6	S57°48'30"W	56.80'
L7	N03°50'50"E	20.00'
L8	N57°48'30"E	38.66'
L9	N01°14'47"E	105.45'



Exhibit "B"

Horizontal Scale: 1" = 100'



Project No.: 119025
Date of Issuance: 08/16/2021



Sewer Easement Wadsworth Meridian LLC

1 of 1