

Project Name (Subdivision):

Southridge Subdivision No. 4

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 27th day of July, 20 21 between Challenger 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.

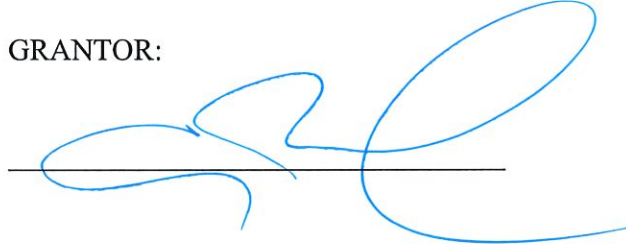
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or 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:

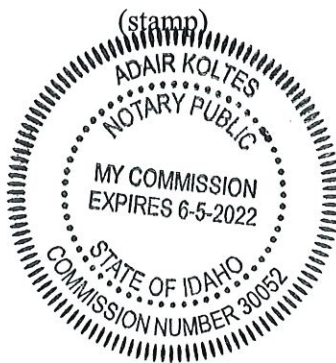


STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on July 12, 2021 (date) by Corey Barton (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 Challenger 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)



Adair
Notary Signature
My Commission Expires: 6-05-22

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-27-2021

Attest by Chris Johnson, City Clerk 7-27-2021

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

This record was acknowledged before me on 7-27-2021 (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: 3-28-2022



June 26, 2021
Project No.: 117035

EXHIBIT A

CITY of MERIDIAN SEWER EASEMENT
SOUTHRIDGE SUBDIVISION PHASE 4
CHALLENGER DEVELOPMENT, INC.

A 20 foot-wide easement situate in a portion of the Southwest One Quarter of the Northeast One Quarter of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 23, marked by a brass cap monument; following the easterly line of said Section 23, South $00^{\circ} 41' 26''$ West, 2650.67 feet, to the southeast corner of said Northeast One Quarter, marked by a brass cap monument; thence North $89^{\circ} 02' 56''$ West, 1665.92 feet along the south line of said Northeast One Quarter; thence leaving said south line North $00^{\circ} 57' 04''$ East, 45.72 feet to a point; thence North $87^{\circ} 02' 28''$ West, 60.00 feet to the **POINT OF BEGINNING**:

Thence continuing North $87^{\circ} 02' 28''$ West, 20.00 feet to a point;
Thence North $02^{\circ} 57' 32''$ East, 235.23 feet to a point;
Thence North $25^{\circ} 00' 38''$ West, 27.10 feet to a point of non-tangent curvature;
Thence 20.21 feet on the arc of a curve to the left, having a radius of 225.00 feet, a central angle of $05^{\circ} 08' 49''$, and whose long chord bears North $73^{\circ} 10' 10''$ East, 20.21 feet to a point;
Thence South $25^{\circ} 00' 38''$ East, 29.21 feet to a point;
Thence South $02^{\circ} 57' 32''$ West, 240.21 feet to the **POINT OF BEGINNING**.

The above described easement contains 0.122 acres (5,314 Ft²) more or less.

PREPARED BY:
The Land Group, Inc.

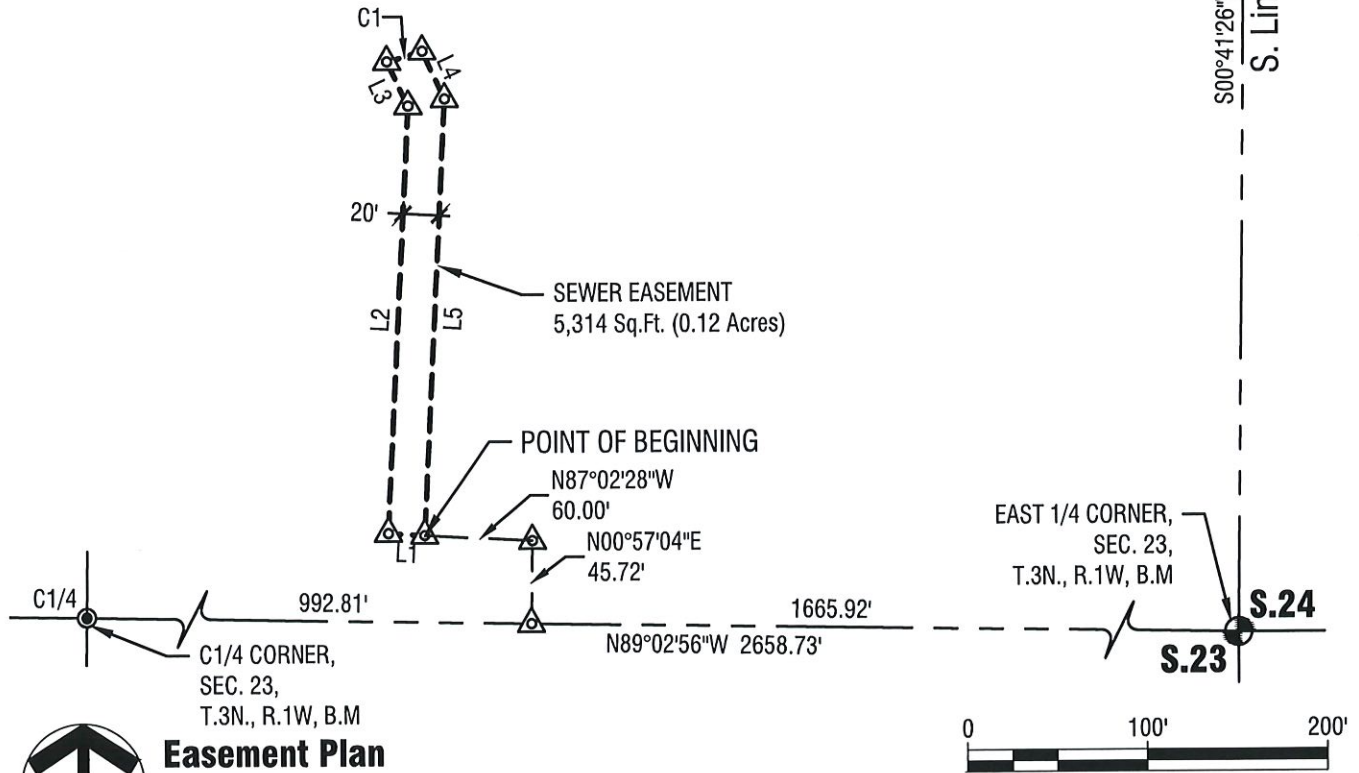
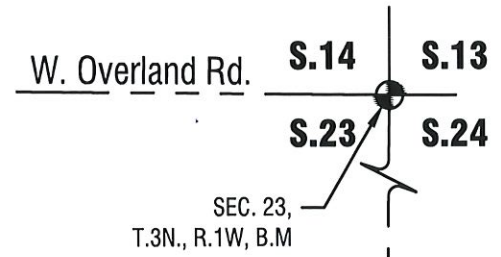


James R. Washburn, PLS

EXHIBIT B

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	20.21'	225.00'	5°08'49"	N73°10'10"E	20.21'

Line Table		
LINE	BEARING	LENGTH
L1	N87°02'28"W	20.00'
L2	N02°57'32"E	235.23'
L3	N25°00'38"W	27.10'
L4	S25°00'38"E	29.21'
L5	S02°57'32"W	240.21'



Easement Plan

Horizontal Scale: 1" = 100'

Project No.: 117035
Date of Issuance: 06.26.2021



Exhibit "B" Southridge Subdivision Phase 4 Sewer Easement

Sheet 1