

Project Name (Subdivision):

Hill's Century Farm North #2

Sanitary Sewer & Water Main Easement Number:

1

Identify this Easement by sequential number if Project contains more than one easement of this type.
(See Instructions for additional information).

SANITARY SEWER AND WATER MAIN 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 and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water 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 and water mains 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 and water mains and 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:

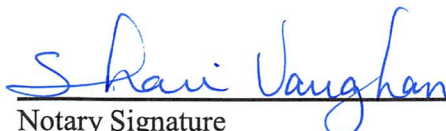
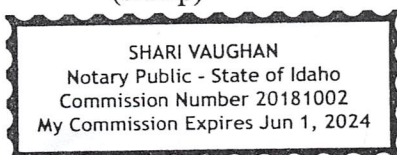


Jonathan D. Wardle, Pres. Brighton Development Inc.

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 2/19/2021 (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:_____

November 9, 2020
Hill's Century Farm North Subdivision No. 2
Project No. 20-031
Legal Description
City of Meridian Sewer and Water Easement

Exhibit A

Parcels of land for a City of Meridian sewer and water easement situated in a portion of the North 1/2 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the Northwest corner of said Section 33, which bears $N00^{\circ}13'13''E$ a distance of 2,677.50 feet from an aluminum cap marking the West 1/4 corner of said Section 33, thence following the westerly line of the Northwest 1/4 of said Section 33, $S00^{\circ}13'13''W$ a distance of 776.59 feet;
Thence leaving said westerly line, $S89^{\circ}27'52''E$ a distance of 184.53 feet to the southerly boundary of an existing City of Meridian sewer and water easement per instrument number 2020-146718, records of Ada County, Idaho and being **POINT OF BEGINNING 1**.

Thence following said southerly boundary, $S89^{\circ}27'52''E$ a distance of 56.00 feet;
Thence leaving said southerly boundary, $S00^{\circ}32'08''W$ a distance of 184.64 feet;
Thence 25.92 feet along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of $90^{\circ}00'00''$, a chord bearing of $S44^{\circ}27'52''E$ and a chord distance of 23.33 feet;
Thence $S89^{\circ}27'52''E$ a distance of 175.00 feet;
Thence 25.92 feet along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of $90^{\circ}00'00''$, a chord bearing of $N45^{\circ}32'08''E$ and a chord distance of 23.33 feet;
Thence $N00^{\circ}32'08''E$ a distance of 415.00 feet;
Thence 25.92 feet along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of $90^{\circ}00'00''$, a chord bearing of $N44^{\circ}27'52''W$ and a chord distance of 23.33 feet to the southerly boundary of said existing City of Meridian sewer and water easement;
Thence following said southerly boundary, $S89^{\circ}27'52''E$ a distance of 89.00 feet;
Thence leaving said southerly boundary, 25.92 feet along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of $90^{\circ}00'00''$, a chord bearing of $S45^{\circ}32'08''W$ and a chord distance of 23.33 feet;
Thence $S00^{\circ}32'08''W$ a distance of 415.00 feet to a point hereinafter referred to as POINT "A";
Thence 25.92 along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of $90^{\circ}00'00''$, a chord bearing of $S44^{\circ}27'52''E$ and a chord distance of 23.33 feet;
Thence $S89^{\circ}27'52''E$ a distance of 524.50 feet;
Thence 34.56 feet along the arc of a curve to the left, said curve having a radius of 22.00 feet, a delta angle of $90^{\circ}00'00''$, a chord bearing of $N45^{\circ}32'08''E$ and a chord distance of 31.11 feet;
Thence $N00^{\circ}32'08''E$ a distance of 409.50 feet;
Thence 25.92 feet along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of $90^{\circ}00'00''$, a chord bearing of $N44^{\circ}27'52''W$ and a chord distance of 23.33 feet;
Thence $N89^{\circ}27'52''W$ a distance of 147.21 feet to the easterly boundary of said existing City of Meridian sewer and water easement;
Thence following said easterly boundary, $N00^{\circ}32'08''E$ a distance of 56.00 feet;

Thence leaving said easterly boundary, S89°27'52"E a distance of 326.65 feet;
Thence 9.42 feet along the arc of a curve to the left, said curve having a radius of 9.50 feet, a delta angle of 56°47'54", a chord bearing of N62°08'11"E and a chord distance of 9.04 feet;
Thence 273.06 feet along the arc of a reverse curve to the right, said curve having a radius of 54.33 feet, a delta angle of 287°56'37", a chord bearing of S02°17'27"E and a chord distance of 63.92 feet;
Thence 8.48 feet along the arc of a reverse curve to the left, said curve having a radius of 9.50 feet, a delta angle of 51°08'43", a chord bearing of N63°53'30"W and a chord distance of 8.20 feet;
Thence N89°27'52"W a distance of 104.14 feet;
Thence 10.21 feet along the arc of a curve to the left, said curve having a radius of 6.50 feet, a delta angle of 90°00'00", a chord bearing of S45°32'08"W and a chord distance of 9.19 feet;
Thence S00°32'08"W a distance of 118.90 feet;
Thence 25.92 feet along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of 90°00'00", a chord bearing of S44°27'52"E and a chord distance of 23.33 feet;
Thence S89°27'52"E a distance of 82.78 feet;
Thence S00°32'08"W a distance of 81.00 feet;
Thence N89°27'52"W a distance of 82.78 feet;
Thence 25.92 feet along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of 90°00'00", a chord bearing of S45°32'08"W and a chord distance of 23.33 feet;
Thence S00°32'08"W a distance of 186.60 feet;
Thence 122.52 feet along the arc of a curve to the right, said curve having a radius of 78.00 feet, a delta angle of 90°00'00", a chord bearing of S45°32'08"W and a chord distance of 110.31 feet;
Thence N89°27'52"W a distance of 512.00 feet;
Thence 25.92 feet along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of 90°00'00", a chord bearing of S45°32'08"W and a chord distance of 23.33 feet;
Thence S00°32'08"W a distance of 12.50 feet;
Thence 70.38 feet along the arc of a curve to the right, said curve having a radius of 241.00 feet, a delta angle of 16°43'57", a chord bearing of S08°54'07"W and a chord distance of 70.13 feet;
Thence N72°43'54"W a distance of 81.00 feet;
Thence 46.73 feet along the arc of a curve to the left, said curve having a radius of 160.00 feet, a delta angle of 16°43'58", a chord bearing of N08°54'07"E and a chord distance of 46.56 feet;
Thence N00°32'08"E a distance of 12.50 feet;
Thence 25.92 feet along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of 90°00'00", a chord bearing of N44°27'52"W and a chord distance of 23.33 feet;
Thence N89°27'52"W a distance of 107.00 feet;
Thence 20.15 feet along the arc of a curve to the left, said curve having a radius of 16.50 feet, a delta angle of 69°59'08", a chord bearing of S55°32'34"W and a chord distance of 18.92 feet;
Thence 161.49 feet along the arc of a reverse curve to the right, said curve having a radius of 58.00 feet, a delta angle of 159°31'38", a chord bearing of N79°41'11"W and a chord distance of 114.15 feet;
Thence N00°32'08"E a distance of 248.61 feet to **POINT OF BEGINNING 1.**

Said parcel contains 3.68 acres.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence N00°32'08"E a distance of 203.50 feet to **POINT OF BEGINNING 2.**

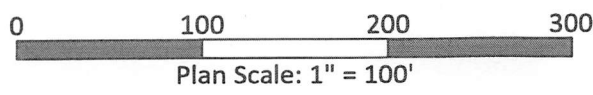
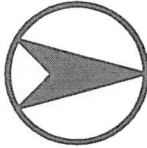
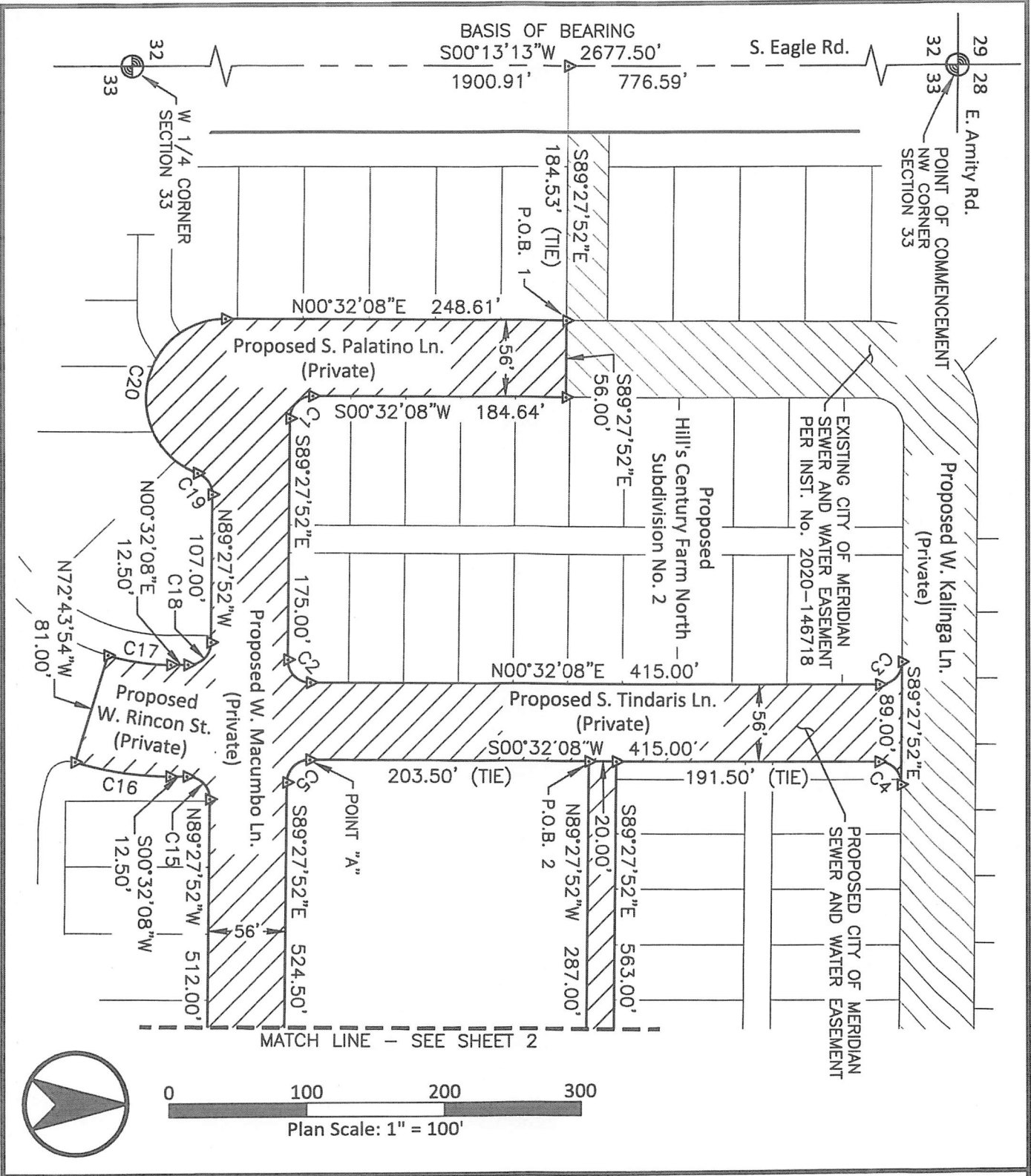
Thence N00°32'08"E a distance of 20.00 feet;
Thence S89°27'52"E a distance of 563.00 feet;
Thence S00°32'08"W a distance of 20.00 feet;
Thence N89°27'52"W a distance of 256.00 feet;
Thence S00°32'08"W a distance of 194.91 feet;
Thence N89°27'52"W a distance of 20.00 feet;
Thence N00°32'08"E a distance of 194.91 feet;
Thence N89°27'52"W a distance of 287.00 feet to **POINT OF BEGINNING 2.**

Said parcel contains 0.35 acres.

Said description contains a total of 4.03 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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





MATCH LINE - SEE SHEET 2

km
ENGINEERING
 9233 WEST STATE STREET
 BOISE, IDAHO 83714
 PHONE (208) 639-6939
 kmengllp.com

DATE:	November 2020
PROJECT:	20-031
SHEET:	1 OF 3

Exhibit B
Hill's Century Farm North Subdivision No. 2
City of Meridian Sewer and Water Easement
 N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho

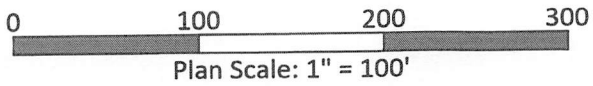
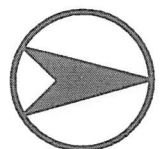
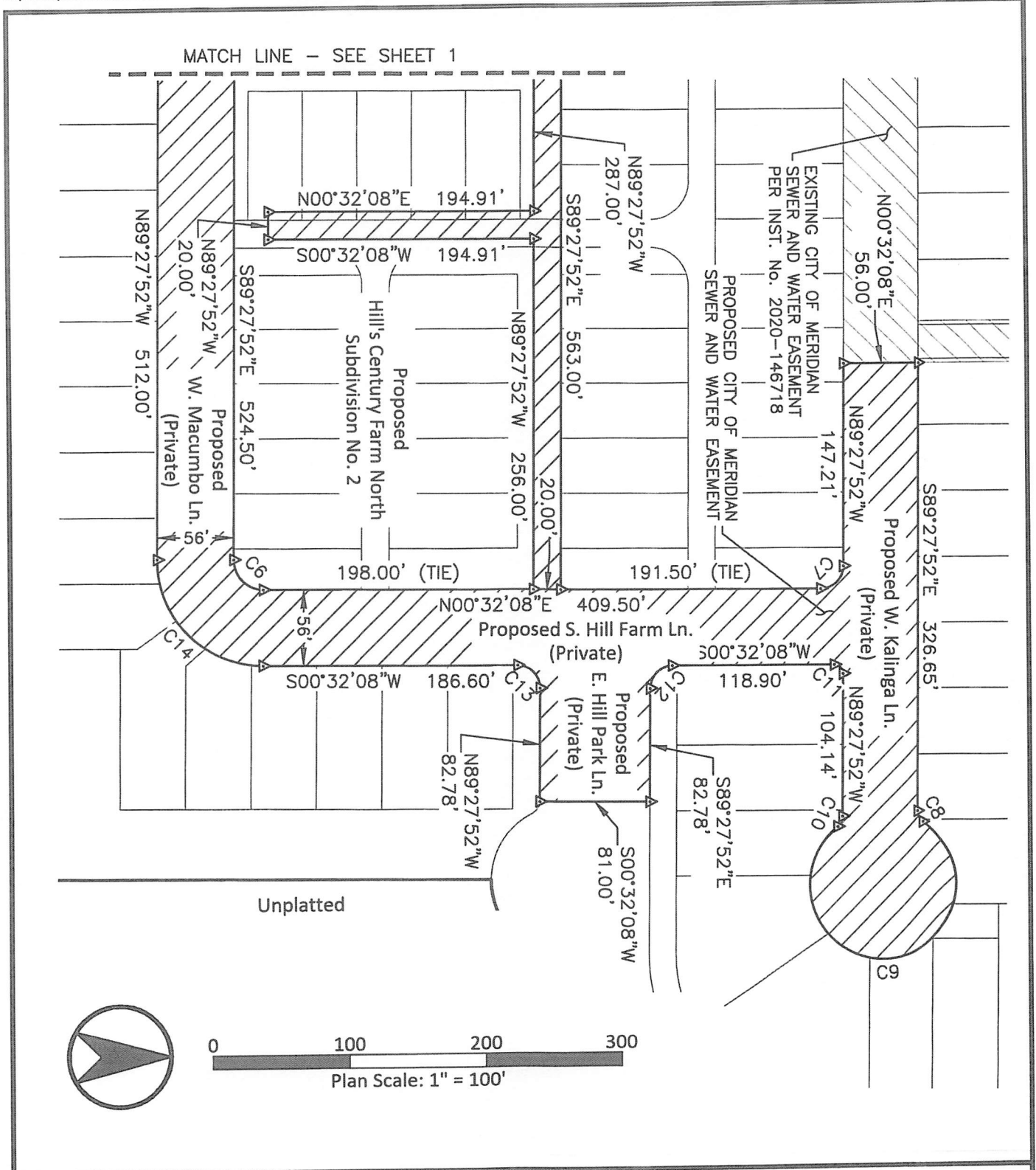


Exhibit B
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City of Meridian Sewer and Water Easement
 N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho

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DATE: November 2020
 PROJECT: 20-031
 SHEET: 2 OF 3

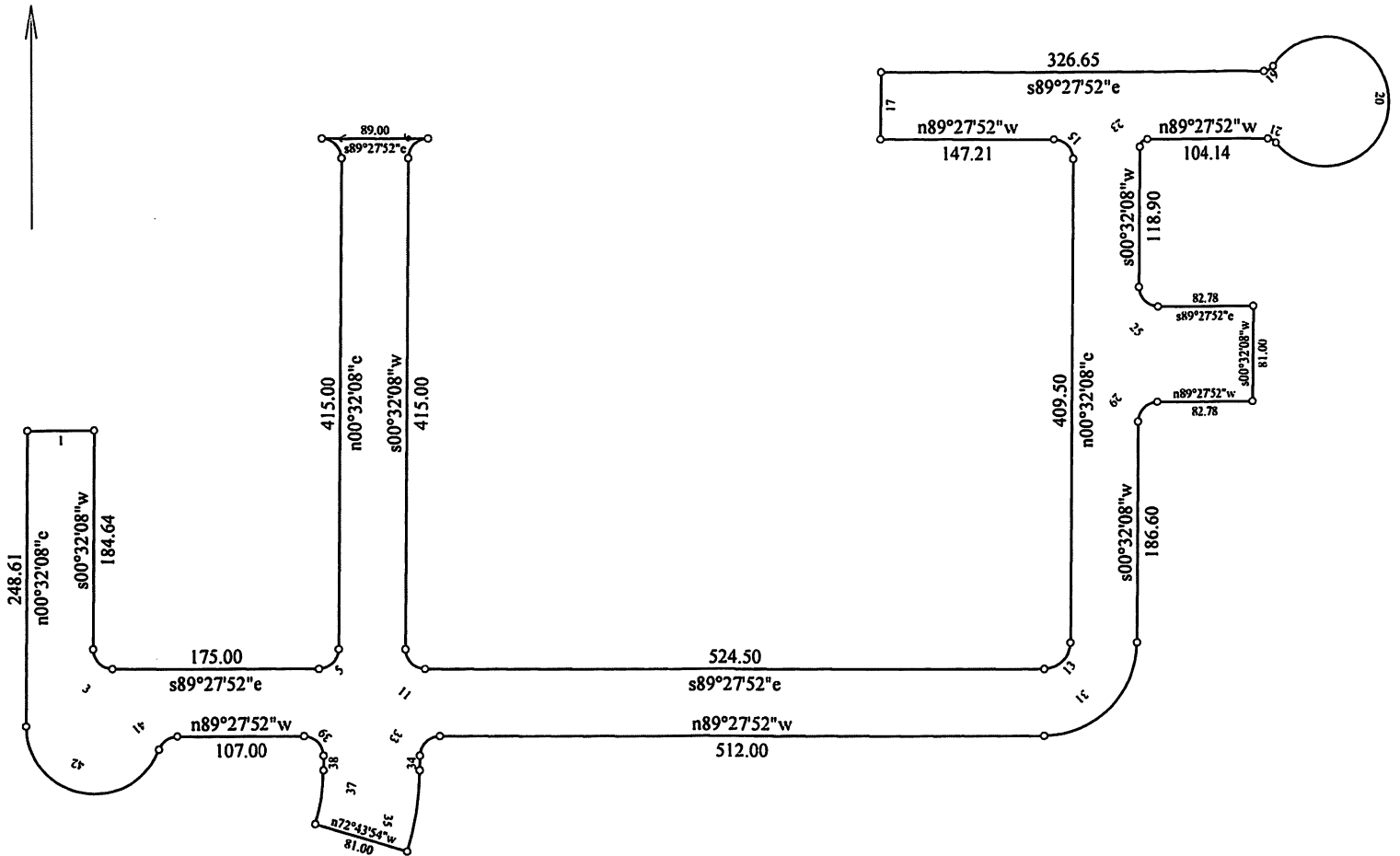
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	16.50'	25.92'	90°00'00"	S44°27'52"E	23.33'
C2	16.50'	25.92'	90°00'00"	N45°32'08"E	23.33'
C3	16.50'	25.92'	90°00'00"	N44°27'52"W	23.33'
C4	16.50'	25.92'	90°00'00"	S45°32'08"W	23.33'
C5	16.50'	25.92'	90°00'00"	S44°27'52"E	23.33'
C6	22.00'	34.56'	90°00'00"	N45°32'08"E	31.11'
C7	16.50'	25.92'	90°00'00"	N44°27'52"W	23.33'
C8	9.50'	9.42'	56°47'54"	N62°08'11"E	9.04'
C9	54.33'	273.06'	287°56'37"	S2°17'27"E	63.92'
C10	9.50'	8.48'	51°08'43"	N63°53'30"W	8.20'
C11	6.50'	10.21'	90°00'00"	S45°32'08"W	9.19'
C12	16.50'	25.92'	90°00'00"	S44°27'52"E	23.33'
C13	16.50'	25.92'	90°00'00"	S45°32'08"W	23.33'
C14	78.00'	122.52'	90°00'00"	S45°32'08"W	110.31'
C15	16.50'	25.92'	90°00'00"	S45°32'08"W	23.33'
C16	241.00'	70.38'	16°43'57"	S8°54'07"W	70.13'
C17	160.00'	46.73'	16°43'58"	N8°54'07"E	46.56'
C18	16.50'	25.92'	90°00'00"	N44°27'52"W	23.33'
C19	16.50'	20.15'	69°59'08"	S55°32'34"W	18.92'
C20	58.00'	161.49'	159°31'38"	N79°41'11"W	114.15'



DATE: November 2020
PROJECT: 20-031
SHEET: 3 OF 3

Exhibit B
Hill's Century Farm North Subdivision No. 2

City of Meridian Sewer and Water Easement
N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho



Title: City of Meridian Sewer and Water Easement 20-031 parcel 1

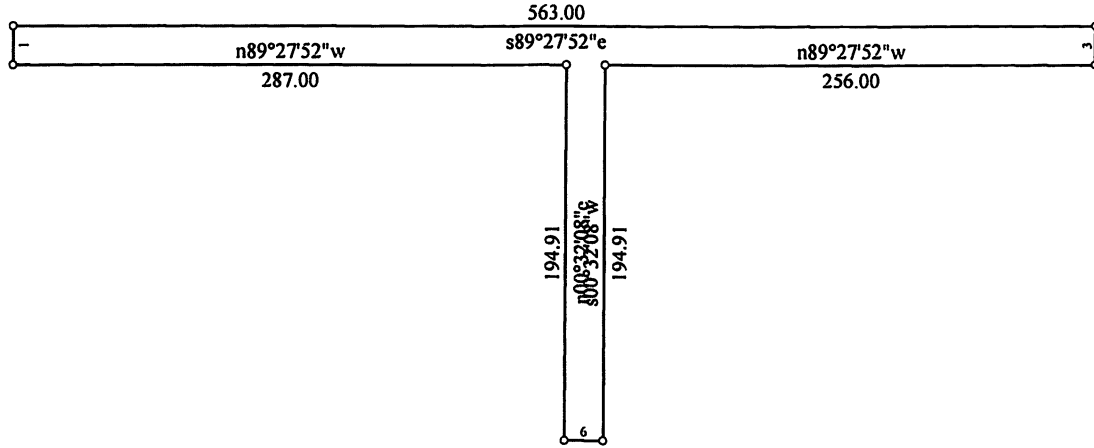
Date: 11-06-2020

Scale: 1 inch = 150 feet

File:

Tract 1: 3.684 Acres: 160487 Sq Feet: Closure = s23.3907w 0.01 Feet: Precision = 1/543498: Perimeter = 5444 Feet

001=s89.2752e 56.00	016=n89.2752w 147.21	031: Rt, R=78.00, Delta=90.0000 Bng=s45.3208w, Chd=110.31
002=s00.3208w 184.64	017=n00.3208e 56.00	032=n89.2752w 512.00
003: Lt, R=16.50, Delta=90.0000 Bng=s44.2752e, Chd=23.33	018=s89.2752e 326.65	033: Lt, R=16.50, Delta=90.0000 Bng=s45.3208w, Chd=23.33
004=s89.2752e 175.00	019: Lt, R=9.50, Delta=56.4754 Bng=n62.0811e, Chd=9.04	034=s00.3208w 12.50
005: Lt, R=16.50, Delta=90.0000 Bng=n45.3208e, Chd=23.33	020: Rt, R=54.33, Delta=287.5637 Bng=s02.1727e, Chd=63.92	035: Rt, R=241.00, Delta=16.4357 Bng=s08.5407w, Chd=70.13
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007: Lt, R=16.50, Delta=90.0000 Bng=n44.2752w, Chd=23.33	022=n89.2752w 104.14	037: Lt, R=160.00, Delta=16.4358 Bng=n08.5407e, Chd=46.56
008=s89.2752e 89.00	023: Lt, R=6.50, Delta=90.0000 Bng=s45.3208w, Chd=9.19	038=n00.3208e 12.50
009: Lt, R=16.50, Delta=90.0000 Bng=s45.3208w, Chd=23.33	024=s00.3208w 118.90	039: Lt, R=16.50, Delta=90.0000 Bng=n44.2752w, Chd=23.33
010=s00.3208w 415.00	025: Lt, R=16.50, Delta=90.0000 Bng=s44.2752e, Chd=23.33	040=n89.2752w 107.00
011: Lt, R=16.50, Delta=90.0000 Bng=s44.2752e, Chd=23.33	026=s89.2752e 82.78	041: Lt, R=16.50, Delta=69.5908 Bng=s55.3234w, Chd=18.92
012=s89.2752e 524.50	027=s00.3208w 81.00	042: Rt, R=58.00, Delta=159.3138 Bng=n79.4111w, Chd=114.15
013: Lt, R=22.00, Delta=90.0000 Bng=n45.3208e, Chd=31.11	028=n89.2752w 82.78	043=n00.3208e 248.61
014=n00.3208e 409.50	029: Lt, R=16.50, Delta=90.0000 Bng=s45.3208w, Chd=23.33	
015: Lt, R=16.50, Delta=90.0000 Bng=n44.2752w, Chd=23.33	030=s00.3208w 186.60	



Title: City of Meridian Sewer and Water Easement 20-031 Parcel 2		Date: 11-06-2020
Scale: 1 inch = 100 feet	File:	
Tract 1: 0.348 Acres: 15158 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 1556 Feet		
001=n00.3208e 20.00	004=n89.2752w 256.00	007=n00.3208e 194.91
002=s89.2752e 563.00	005=s00.3208w 194.91	008=n89.2752w 287.00
003=s00.3208w 20.00	006=n89.2752w 20.00	