

**Project Name (Subdivision):**

Chipotle

**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).

ESMT-2023-0136

**SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement, made this 5<sup>th</sup> day of December 20 23 between Smith Frazier LLC (“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, its 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.

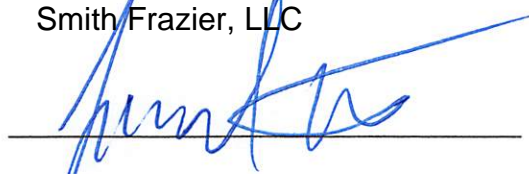
THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof 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:

Smith/Frazier, LLC



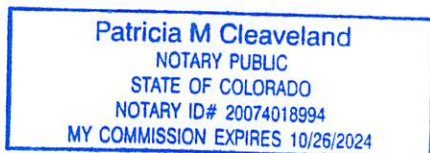
STATE OF ~~IDAHO~~ <sup>PC</sup> ) Colorado

) ss

County of ~~Ada~~ <sup>PC</sup> ) Montezuma

This record was acknowledged before me on 11/8/2023 (date) by Spencer Smith (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 SmithFrazier LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Managing Member (type of authority such as officer or trustee)

(stamp)



Notary Signature

My Commission Expires: Oct 26, 2024

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 12-5-2023

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 12-5-2023

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: \_\_\_\_\_

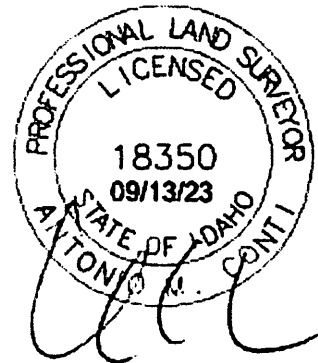
**EXHIBIT A**  
**LEGAL DESCRIPTION**

A parcel of land being a portion of Parcel E as shown on Record of Survey No. 13573, instrument No. 2022-070648 Ada County Records, in the NE 1/4 Section 24, T. 3N, R. 1W, Boise-Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Parcel E, thence on the westerly line of said Parcel E N00°00'16"W a distance of 15.47 feet to a point on the north line of a water and sewer easement as shown in Instrument Number 107141995; thence on last said north line S89°58'40"E a distance of 13.26 feet to the Point of Beginning; thence N00°01'31"E a distance of 173.42 feet; thence S89°58'29"E a distance of 19.99 feet; thence S0°01'15"W a distance of 4.27 feet; thence N89°34'07"E a distance of 20.26 feet; thence S00°01'17"W a distance of 20.00 feet; thence S89°34'07"W a distance of 20.28 feet; thence S00°01'15"W a distance of 116.90 feet; thence S89°58'38"E a distance of 27.00 feet; thence N00°01'22"E a distance of 10.00 feet; thence S89°58'38"E a distance of 20.00 feet; thence S00°01'22"W a distance of 30.00 feet; thence N89°58'38"W a distance of 47.00 feet; thence S00°01'15"W a distance of 12.25 feet thence N89°58'40"W a distance of 20.00 feet to the Point of Beginning.

The above described parcel contains 5,013 Square Feet, more or less.

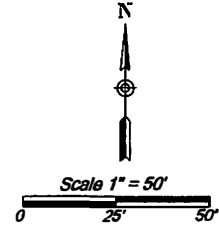
**See Exhibit B, attached hereto and made part hereof.**



# EXHIBIT B

A PARCEL OF LAND BEING A PORTION OF PARCEL E AS SHOWN ON RECORD OF SURVEY NO. 13573, INSTRUMENT NO. 2022-070648 ADA COUNTY RECORDS, IN THE NE 1/4 SECTION 24, T. 3N, R.1W, BOISE-MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO

Parcel Line Table		
Line #	Bearing	Length
L1	N89° 58' 40"W	20.00'
L2	S89° 58' 29"E	19.99'
L3	S0° 01' 15"W	4.27'
L4	N89° 34' 07"E	20.28'
L5	S0° 01' 17"W	20.00'
L6	S89° 34' 07"W	20.28'
L7	S89° 58' 38"E	27.00'
L8	N0° 01' 22"E	10.00'
L9	S89° 58' 38"E	20.00'
L10	S0° 01' 22"W	30.00'
L11	N89° 58' 38"W	47.00'
L12	S0° 01' 15"W	12.25'
L13	S89° 58' 40"E	13.26'
L14	N0° 00' 16"W	15.47'



BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.

