

Project Name (Subdivision):

Hill's Century Farm Commercial
Subdivision No. 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, 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: **BRIGHTON DEVELOPMENT INC.**

Jonathan D. Wardle, President

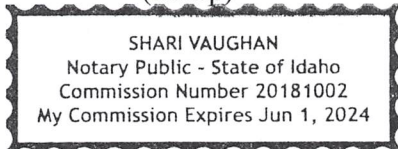
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on Jan. 6, 2022 (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:_____

January 4, 2022
Project No.: 21-200
Hill's Century Farm Commercial Subdivision No. 2
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

A parcel of land being a portion of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the Northwest corner of said Section 33, which bears N89°15'22"W a distance of 2,660.62 feet from a brass cap marking the North 1/4 corner of said Section 33, thence following the northerly line of the Northwest 1/4 of said Section 33, S89°15'22"E a distance of 1,530.40 feet to a 5/8-inch rebar marking the Northeast corner of Hill's Century Farm North Subdivision No. 1 (Book 121 at Page 18903);

Thence leaving said northerly line and following the easterly boundary of said Hill's Century Farm North Subdivision No. 1 the following four (4) courses:

1. S00°44'38"W a distance of 39.00 feet to a brass plug;
2. S45°30'25"W a distance of 20.61 feet to a 5/8-inch rebar;
3. S00°16'11"W a distance of 114.14 feet to a 5/8-inch rebar;
4. 9.81 feet along the arc of a curve to the left, said curve having a radius of 268.50 feet, a delta angle of 02°05'38", a chord bearing of S00°46'38"E and a chord distance of 9.81 feet to the northerly line of an existing City of Meridian sewer and water easement recorded as instrument number 2021-096846;

Thence following said northerly line, S89°15'22"E a distance of 52.83 feet to the **POINT OF BEGINNING**.

Thence leaving said northerly line, S89°15'22"E a distance of 122.27 feet;

Thence N00°44'38"E a distance of 10.55 feet;

Thence S89°15'22"E a distance of 20.00 feet;

Thence S00°44'38"W a distance of 10.00 feet;

Thence S89°15'22"E a distance of 131.87 feet to the westerly line of an existing City of Meridian sewer and water easement recorded as instrument number 2021-109694;

Thence following said westerly line, S00°44'38"W a distance of 20.00 feet;

Thence leaving said westerly line, N89°15'22"W a distance of 37.88 feet;

Thence S00°44'38"W a distance of 12.00 feet;

Thence N89°15'22"W a distance of 84.00 feet;

Thence S00°44'38"W a distance of 10.00 feet;

Thence N89°15'22"W a distance of 20.00 feet;

Thence N00°44'38"E a distance of 9.45 feet;

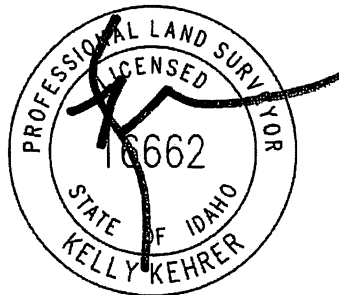
Thence N89°15'22"W a distance of 132.27 feet to the easterly line of said City of Meridian sewer and water easement recorded as instrument number 2021-096846;

Thence following said easterly line, N00°44'38"E a distance of 32.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 8,724 square feet, 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.

All subdivisions, deeds, record of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.



4/4/22

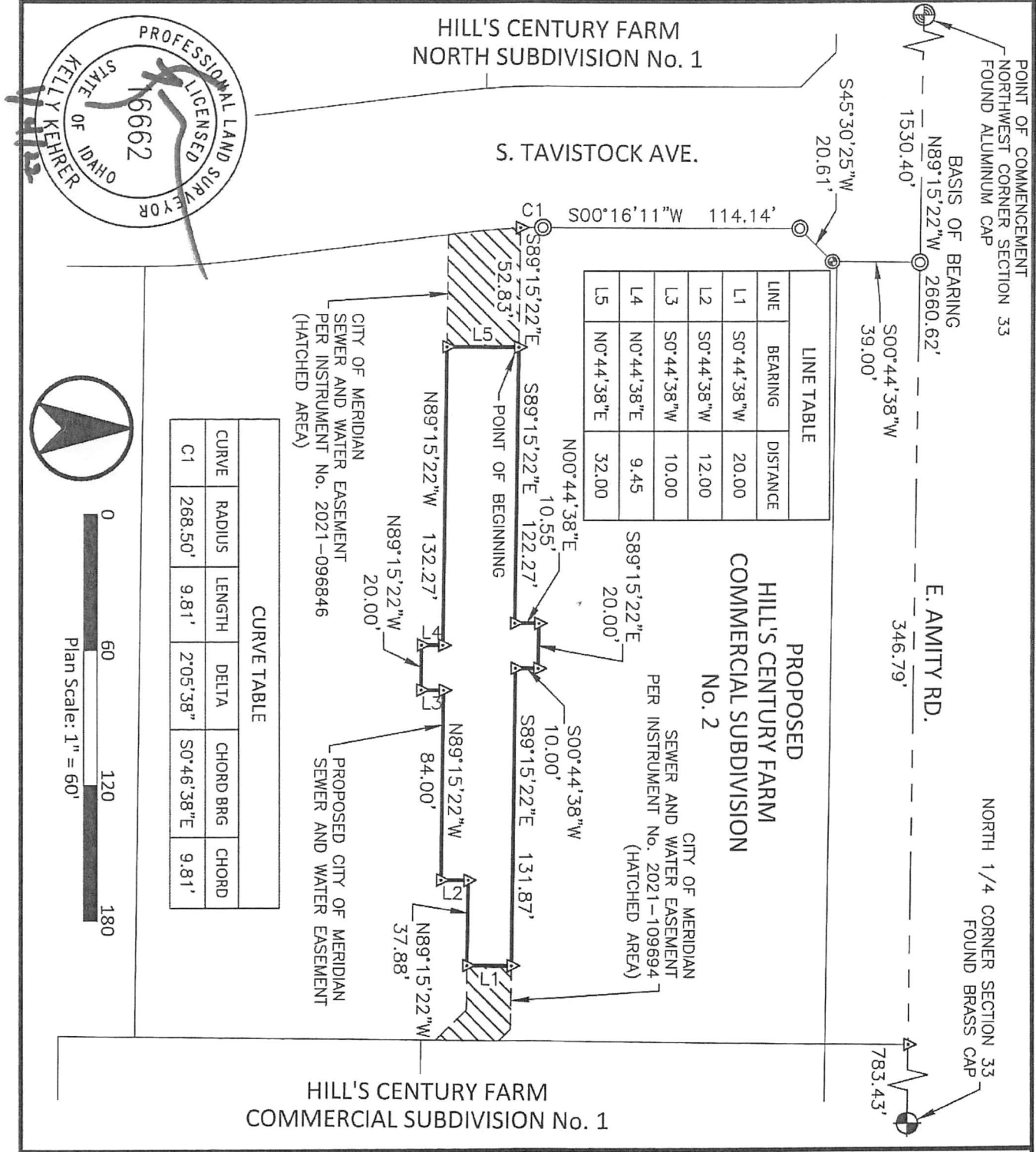
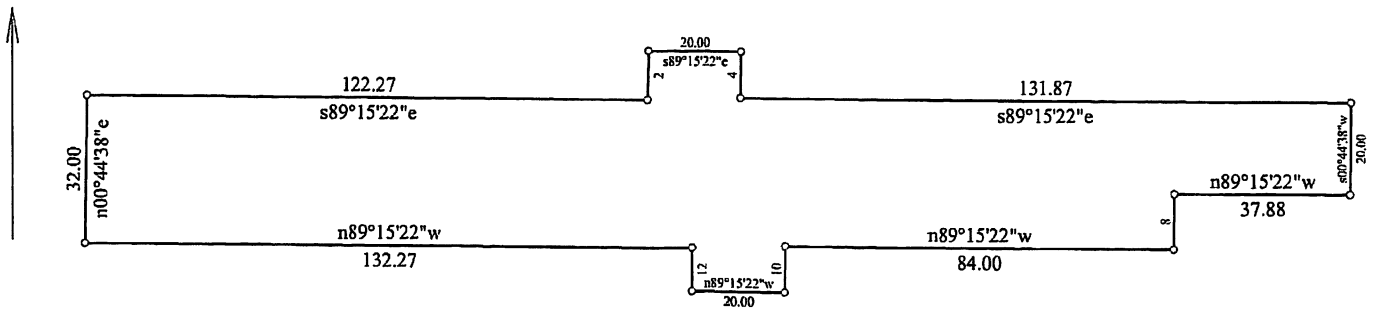


EXHIBIT B
CITY OF MERIDIAN SEWER AND WATER EASEMENT

HILL'S CENTURY FARM COMMERCIAL SUBDIVISION No. 2
NE1/4 NW1/4 SEC. 33, T3N, R1E, BM, CITY OF MERIDIAN, ADA COUNTY, IDAHO

DATE: JANUARY 2022
PROJECT: 21-200
SHEET: 1 OF 1

KM ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com



Title: City of Meridian Sewer and Water Easement 21-200		Date: 12-08-2021
Scale: 1 inch = 40 feet	File:	
Tract 1: 0.200 Acres: 8724 Sq Feet: Closure = s89.1522e 0.01 Feet: Precision = 1/65229: Perimeter = 652 Feet		
001=s89.1522e 122.27	006=s00.4438w 20.00	011=n89.1522w 20.00
002=n00.4438e 10.55	007=n89.1522w 37.88	012=n00.4438e 9.45
003=s89.1522e 20.00	008=s00.4438w 12.00	013=n89.1522w 132.27
004=s00.4438w 10.00	009=n89.1522w 84.00	014=n00.4438e 32.00
005=s89.1522e 131.87	010=s00.4438w 10.00	