

Project Name (Subdivision):

FedEx BOIA Van Station

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 10 between Grand Jr., 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.

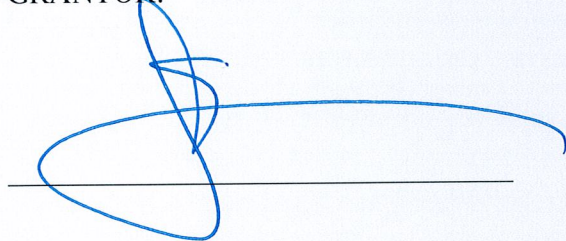
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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)

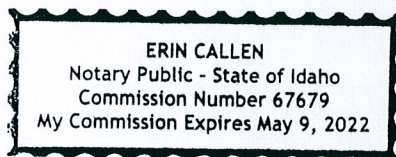
) ss

County of ~~Ada~~)

Twin Falls

This record was acknowledged before me on 11-18-20 (date) by Gregg Olsen (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 Grand Jr, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: manager (type of authority such as officer or trustee)

(stamp)



Erin Callen
 Notary Signature
 My Commission Expires: 5-9-22

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: _____



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT "A"

CITY OF MERIDIAN SEWER EASEMENT
PARCELS A & B of RECORD OF SURVEY No. 12136
LEGAL DESCRIPTION

Those portions of Parcels A and B according to Record of Survey No. 12136 recorded under Instrument No. 2019-128689, Ada County Records, said portions located in the Southwest Quarter of Section 11, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, described as follows:

COMMENCING at the corner common to Sections 10, 11, 14 and 15, Township 3 North, Range 1 West, Boise Meridian, from which the south quarter corner of said Section 11 bears South 89°09'32" East, 2,658.18 feet; Thence South 89°09'32" East, 1,651.76 feet along the south line of said Section 11; Thence North 00°50'28" East, 30.00 feet departing from said south line to the northerly right-of-way line of W. Franklin Road and the **POINT OF BEGINNING**;

Thence N 00°21'40" E, 42.90 feet departing from said northerly right-of-way line;
Thence N 89°59'40" E, 91.05 feet;
Thence N 00°00'20" W, 329.89 feet;
Thence N 89°59'40" E, 20.00 feet;
Thence S 00°00'20" E, 349.89 feet;
Thence S 89°59'40" W, 91.18 feet;
Thence S 00°21'40" W, 23.11 feet to the northerly right-of-way line of W. Franklin Road;
Thence N 89°09'32" W, 20.00 feet along said northerly right-of-way line to the **POINT OF BEGINNING**, containing 0.21 acres, more or less.

TOGETHER WITH

That portion of Parcel A according to Record of Survey No. 12136 recorded under Instrument No. 2019-128689, Ada County Records, said portion located in the Southwest Quarter of Section 11, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, described as follows:

COMMENCING at the corner common to Sections 10, 11, 14 and 15, Township 3 North, Range 1 West, Boise Meridian, from which the south quarter corner of said Section 11 bears South 89°09'32" East, 2,658.18 feet; Thence South 89°09'32" East, 1,236.47 feet along the south line of said Section 11;

CITY OF MERIDIAN SEWER EASEMENT / PARCELS A & B of RECORD OF SURVEY No. 12136
LEGAL DESCRIPTION



J-U-B ENGINEERS, INC.

Thence North 00°41'05" East, 470.68 feet departing from said south line to a point on the west line of said Parcel A; Thence departing from said west line, North 89°59'40" East, 113.26 feet to the **POINT OF BEGINNING**;

Thence N 00°00'20" W, 253.18 feet;

Thence N 89°59'40" E, 20.00 feet;

Thence S 00°00'20" E, 253.18 feet;

Thence S 89°59'40" W, 20.00 feet to the **POINT OF BEGINNING**, containing 0.12 acres, more or less.

END DESCRIPTION

This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS 16642

Date

12 NOV 2020

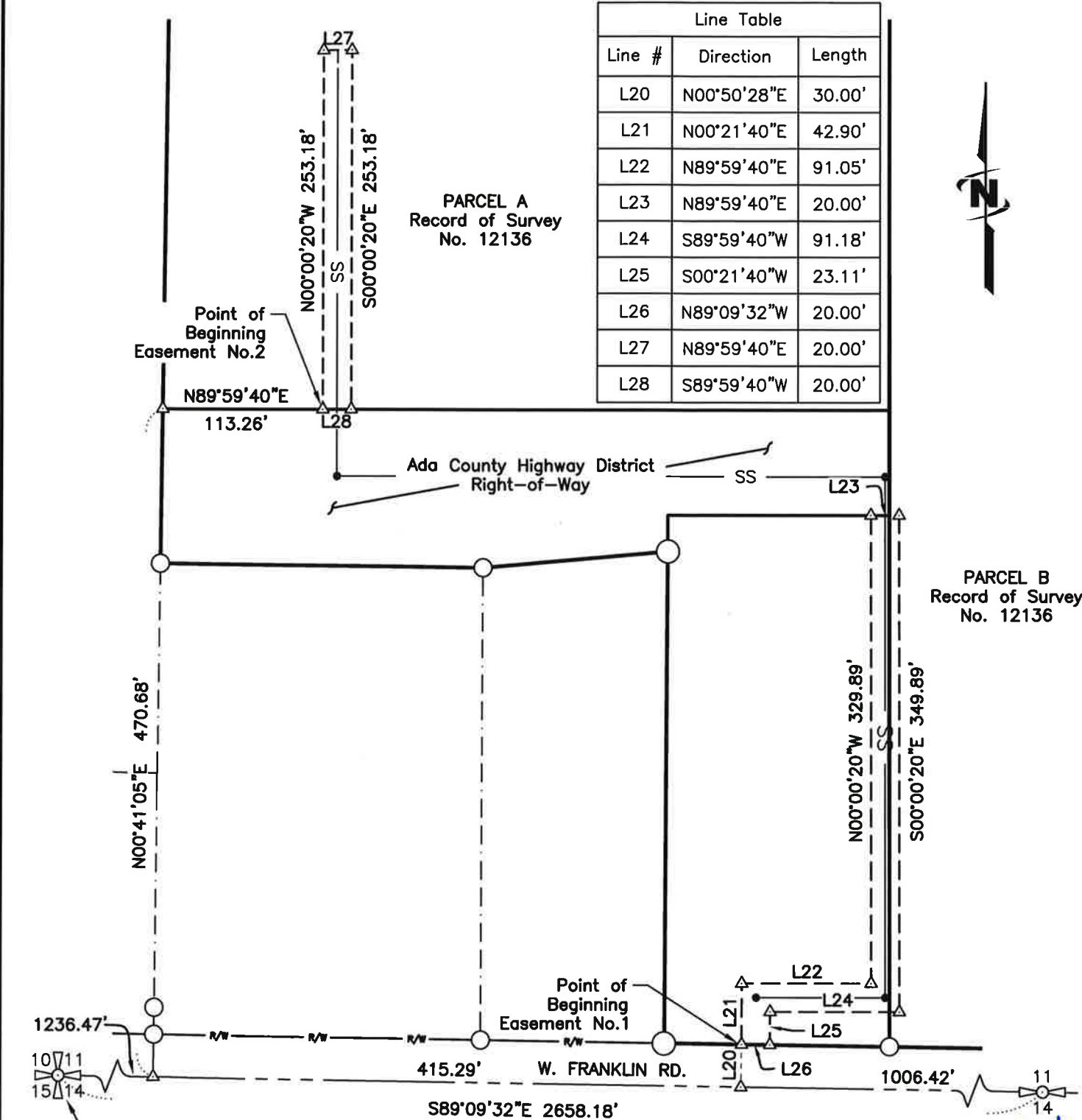


Line Table		
Line #	Direction	Length
L20	N00°50'28"E	30.00'
L21	N00°21'40"E	42.90'
L22	N89°59'40"E	91.05'
L23	N89°59'40"E	20.00'
L24	S89°59'40"W	91.18'
L25	S00°21'40"W	23.11'
L26	N89°09'32"W	20.00'
L27	N89°59'40"E	20.00'
L28	S89°59'40"W	20.00'



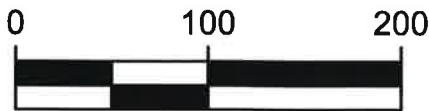
PARCEL A
Record of Survey
No. 12136

PARCEL B
Record of Survey
No. 12136



Legend

- Property Line
- Easement Line
- Section Line
- Adjacent Property Line
- Section Corner
- Quarter-Section Corner
- Calculated Position



Scale in Feet

**SEWER EASEMENT
CITY OF MERIDIAN**

LOCATED IN THE SW 1/4, SECTION 11, T.3 N., R.1 W., B.M.
CITY OF MERIDIAN, ADA COUNTY, IDAHO

Plot Date: 11/12/2020 4:01 PM Plotted By: Rob Kazarinoff
 Date Created: 11/10/2020 5:01 PM Project: SUEJUB10-19-070 - FEDEX EXPRESS BOVA VAN STATION/CD/SURVEY/06/03/19/070 - EASEMENTS.DWG
 JUB
 J-U-B ENGINEERS, INC.
 11/12/2020
 11/12/2020