

Project Name (Subdivision):

Jocelyn Park Subdivision No. 1

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
CW-JPark, LLC, a Delaware Limited Liability Company ("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:



CW-JPark, LLC, a Delaware Limited Liability Company

Jim Sansburn, V.P. of Finance of Hayden Homes Idaho LLC, Under Power of Attorney

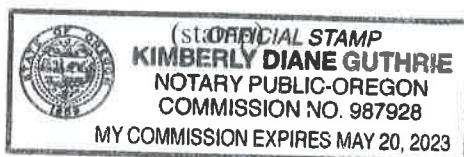
STATE OF ~~IDAHO~~ ^{OREGON})

) ss

County of ~~Ada~~)

^{Deschutes}

This record was acknowledged before me on April 8 2021 (date) by Jim Sansburn, on behalf of CW-JPark, LLC, a Delaware Limited Liability Company, in the following representative capacity: V.P. of Finance of Hayden Homes Idaho, LLC, Under Power of Attorney.



Kimberly D. Guthrie

Notary Signature

My Commission Expires: May 20, 2023

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:_____

EXHIBIT A

Legal Description
Jocelyn Park Subdivision
City of Meridian Sanitary Sewer & Water Easement #1

An easement being located in the NE ¼ of the NE ¼ of Section 25, T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of said NE ¼ of the NE ¼ (E 1/16 corner), from which an Aluminum Cap monument marking the northeast corner of the NE ¼ of said Section 25 bears South 89°21'45" East a distance of 1320.00 feet;

Thence South 89°21'45" East along the northerly boundary of said NE ¼ of the NE ¼ a distance of 107.76 feet to a point;

Thence leaving said boundary South 0°38'15" West a distance of 987.27 feet to the **POINT OF BEGINNING**;

Thence South 89°34'43" East a distance of 30.00 feet to a point;

Thence South 0°25'17" West a distance of 30.74 feet to a point;

Thence North 89°33'20" West a distance of 30.00 feet to a point;

Thence North 0°25'17" East a distance of 30.73 feet to the **POINT OF BEGINNING**.

Said easement contains 922 square feet (0.021 acres) more or less and is subject to any other easements existing or in use.

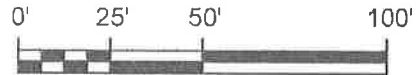
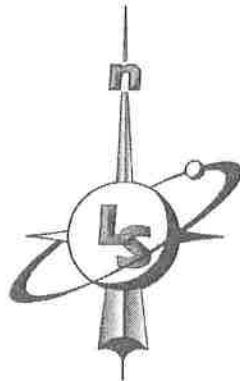
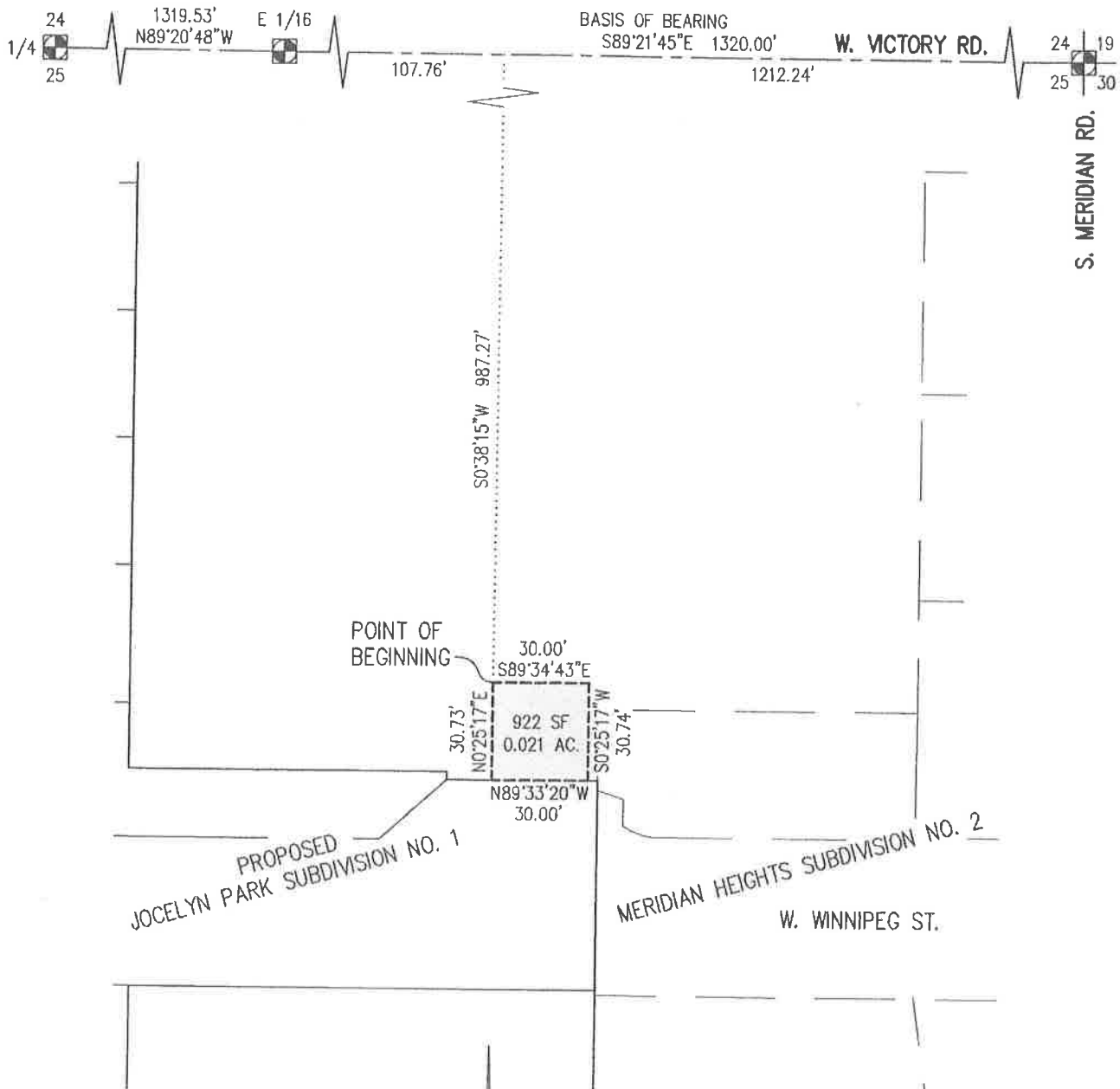
Clinton W. Hansen, PLS
Land Solutions, PC
April 1, 2021



EXHIBIT B

JOCELYN PARK SUBDIVISION

CITY OF MERIDIAN SANITARY SEWER & WATER EASEMENT #1



LandSolutions
Land Surveying and Consulting

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(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 20-59