

Project Name (Subdivision):

Offsite Sewer

Sanitary Sewer Easement Number: 5

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____ between Tomlinson Family Trust ("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.

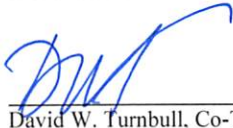
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or 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: THOMAS W. TOMLINSON
ADMINISTRATIVE TRUST UNDER THE
TOMLINSON FAMILY TRUST 4/7/1982



David W. Turnbull, Co-Trustee

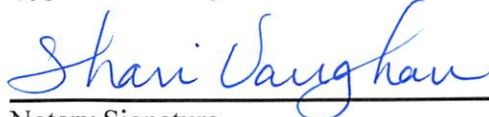
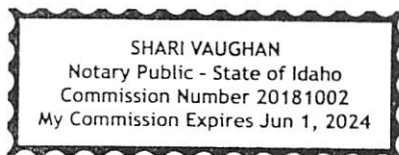
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 10/23/2020 (date) by David W. Turnbull (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 Tomlinson Family Trust (name of entity on behalf of whom record was executed), in the following representative capacity: Co-trustee (type of authority such as officer or trustee)

(stamp)



Notary Signature

My Commission Expires: 6-1-2024

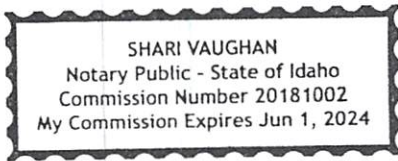
Mark W. Lindsay, Co-Trustee

STATE OF IDAHO)

) SS

COUNTY OF ADA)

This record was acknowledged before me on 9/28/2020 (date) by Mark W. Lindsay (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 Tomlinson Family Trust (name of entity on behalf of whom record was executed), in the following representative capacity: Co-Trustee (type of authority such as officer or trustee)



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: _____

September 23, 2020
Project No. 18-037
Tomlinson Family Trust
Legal Description
City of Meridian Sewer Easement

Exhibit A

A parcel of land for a sewer easement situated in a portion of the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the Southeast corner of said Section 31, which bears S89°42'21"E a distance of 1,320.00 feet from a found 5/8-inch rebar marking the Southwest corner of said Southeast 1/4 of the Southeast 1/4 (East 1/16 corner), thence following the southerly line of said Southeast 1/4 of the Southeast 1/4, N89°42'21"W a distance of 670.00 feet to the **POINT OF BEGINNING**.

Thence following said southerly line, N89°42'21"W a distance of 25.00 feet;
Thence leaving said southerly line, N00°16'52"E a distance of 632.82 feet;
Thence N44°42'44"W a distance of 16.38 feet;
Thence N89°42'21"W a distance of 618.05 feet to the westerly line of said Southeast 1/4 of the Southeast 1/4;
Thence following said westerly line, N00°07'49"W a distance of 25.00 feet;
Thence leaving said westerly line, S89°42'21"E a distance of 654.81 feet;
Thence S00°16'52"W a distance of 669.40 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 0.747 acres (32,544 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.



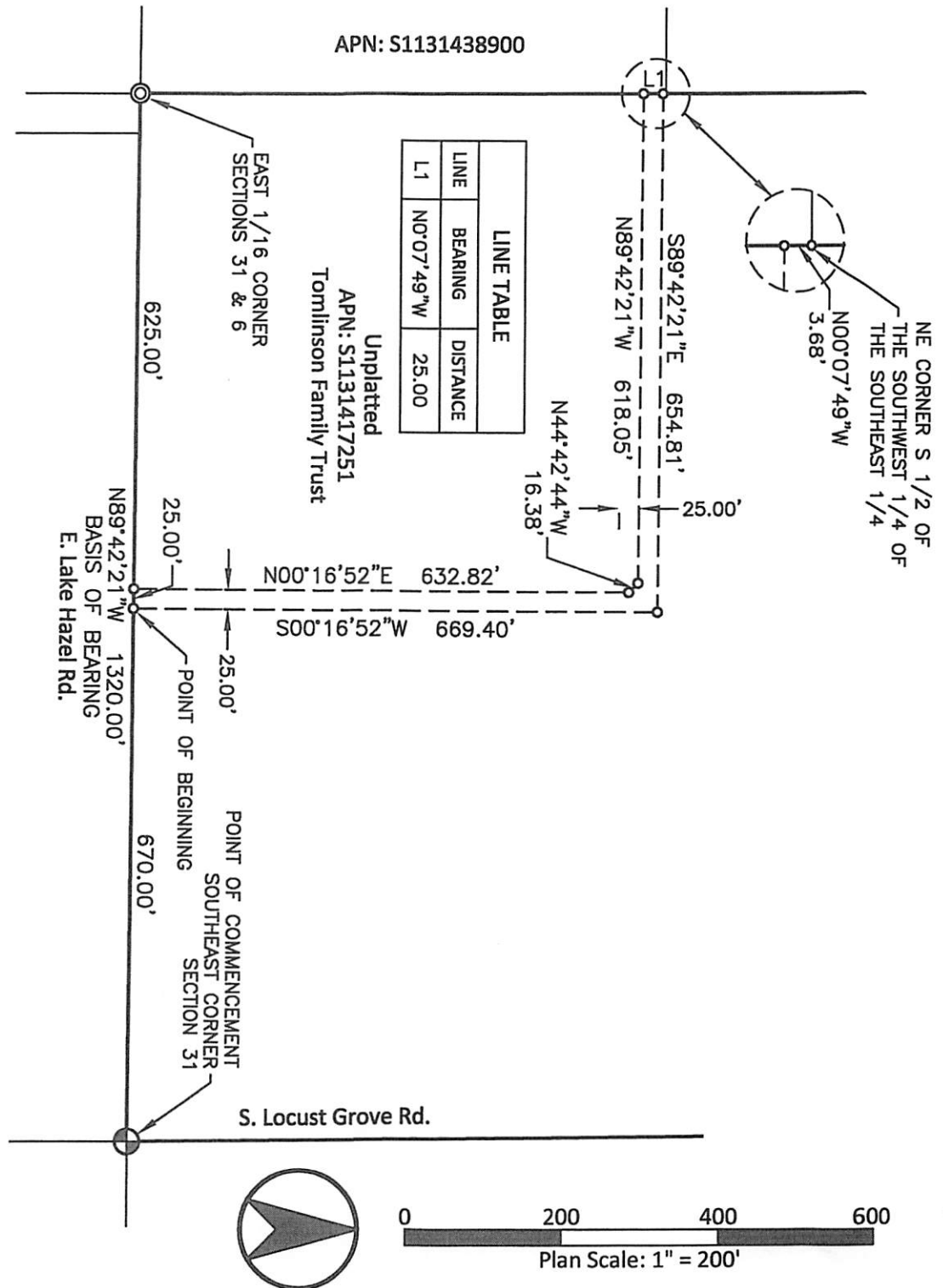


Exhibit B
City of Meridian Sewer Easement

SE 1/4 of the SE 1/4 of Section 31, T3N., R1E., B.M.
City of Meridian, Ada County, Idaho

DATE: September 2020
PROJECT: 18-037

SHEET: 1 OF 1

km
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