

Project Name or Subdivision Name:

Elevate Franklin

Sanitary Sewer & Water Main Easement Number: 1

For Internal Use Only  
Record Number: ESMT-2025-0052

**SANITARY SEWER EASEMENT**

THIS Easement Agreement made this 3rd day of June, 2025 between Public Storage Operating Company, a Maryland real estate investment 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 and 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 shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

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.

[Signatures appear on the following pages]

GRANTOR:

PUBLIC STORAGE OPERATING COMPANY  
a Maryland real estate investment trust

By: [Signature]  
Name: Sharon Linder  
Its: Vice Pres.

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On April 30, 2025 before me, Leslie Farias, Notary Public  
(insert name and title of the officer)

personally appeared Sharon Linder  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 6-3-2025

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 6-3-2025

STATE OF IDAHO, )

: ss.

County of Ada )

This record was acknowledged before me on 6-3-2025 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Stamp Below

\_\_\_\_\_  
Notary Signature

My Commission Expires: \_\_\_\_\_

Exhibit A

**2<sup>nd</sup> Revised**  
**City of Meridian Sanitary Sewer Easement**  
**Description for**  
**Lot 1, Block 1 of Umbria Subdivision**

The following Describes a Parcel of Land for the Purpose of a Sanitary Sewer Easement being a Portion of Lot 1, Block 1 of Umbria Subdivision as filed in Book 101 of Plats at Pages 13200 through 13204, Records of Ada County, Idaho, lying in a portion of South 1/2 of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and more Particularly Described as follows:

**COMMENCING** at the Southeast Corner of Section 10, Township 3 North, Range 1 West, Boise Meridian; From which, the South 1/4 Corner of said Section 10 bears, North 89°36'09" West, 2640.84 feet; Thence along the Southerly Boundary Line of the Southeast 1/4 of said Section 10, North 89°36'09" West, 1558.90 feet to the Intersection point of North Umbria Hills Avenue; Thence leaving said Southerly Boundary Line, and along the Centerline of North Umbria Hills Avenue, North 01°12'22" East, 464.86 feet to the Intersection Point of West Perugia Street; Thence leaving said Centerline, South 45°20'30" West, 62.50 feet to the **POINT OF BEGINNING**:

Thence, North 88°47'38" West, 14.82 feet;

Thence, South 01°12'25" West, 24.50 feet;

Thence, South 88°47'35" East, 31.34 feet;

Thence Northwesterly 21.76 feet along the arc of a curve to the left having a Radius of 23.00 feet, a Central angle of 54°12'41" and a Long Chord which bears, North 25°53'59" West, 20.96 feet to point of Reverse Curvature;

Thence Northwesterly 9.11 feet along an arc of a curve to the right having a Radius of 62.50 feet, a Central angle of 08°20'49" and a Long Chord which bears, North 48°49'55" West, 9.10 feet to the **POINT OF BEGINNING**:

**The above Described Parcel of Land contains 0.01 Acres (637 Sq. Ft.), more or less.**





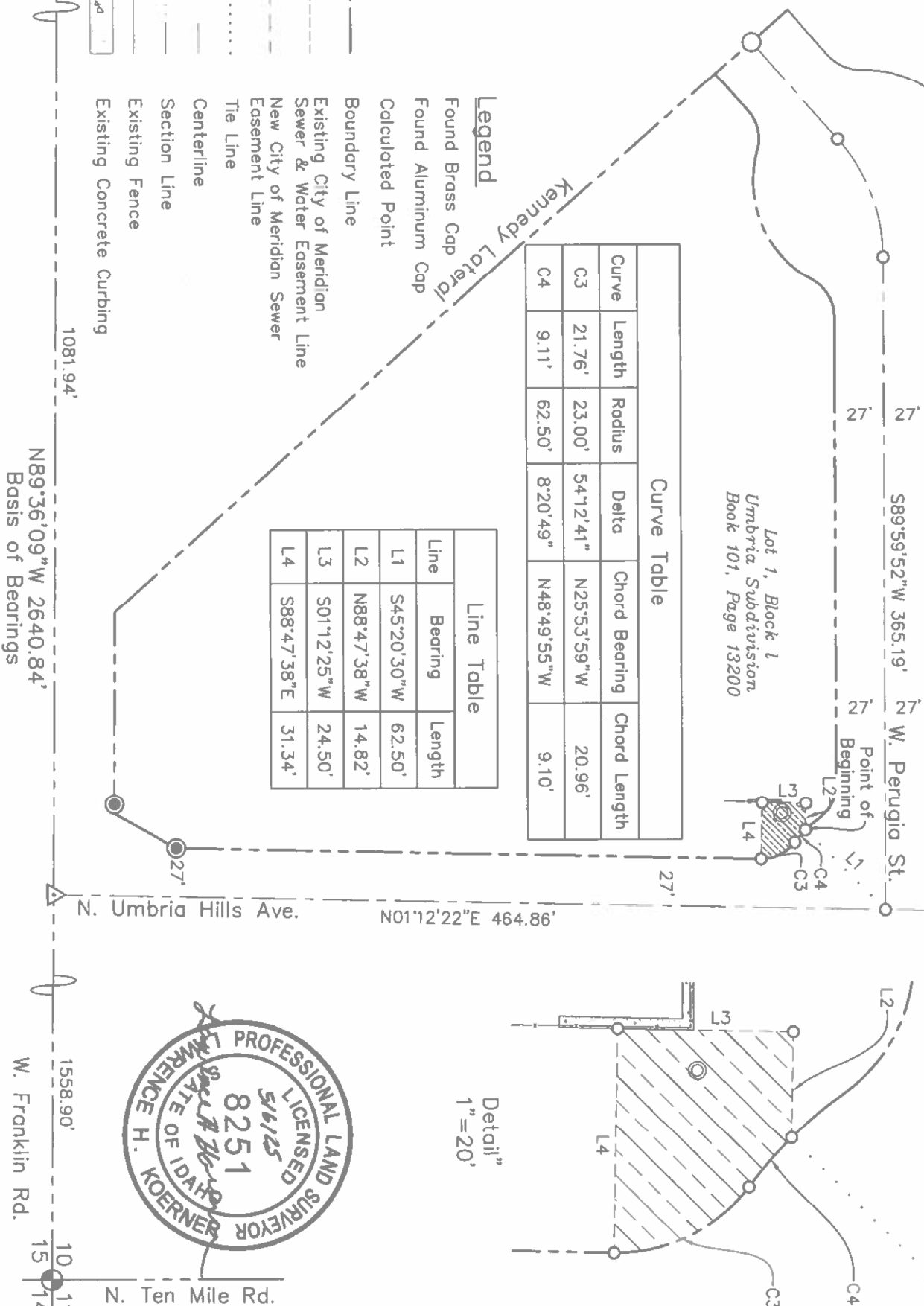
# Exhibit B

Lot 1, Block 1  
Umbria Subdivision  
Book 101, Page 13200

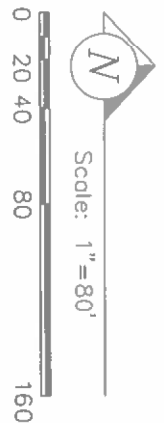
Curve Table				
Curve	Length	Radius	Delta	Chord Bearing
C3	21.76'	23.00'	54°12'41"	N25°53'59"W
C4	9.11'	62.50'	8°20'49"	N48°49'55"W

Line Table		
Line	Bearing	Length
L1	S45°20'30"W	62.50'
L2	N88°47'38"W	14.82'
L3	S01°12'25"W	24.50'
L4	S88°47'38"E	31.34'

- Legend**
- Found Brass Cap
  - Found Aluminum Cap
  - Calculated Point
  - Boundary Line
  - Existing City of Meridian Sewer & Water Easement Line
  - New City of Meridian Sewer Easement Line
  - Tie Line
  - Centerline
  - Section Line
  - Existing Fence
  - Existing Concrete Curbing



Detail  
1"=20'



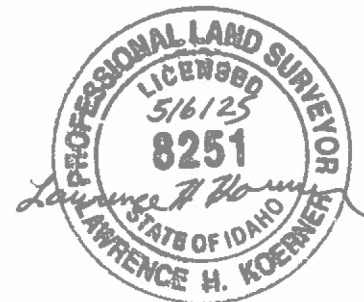
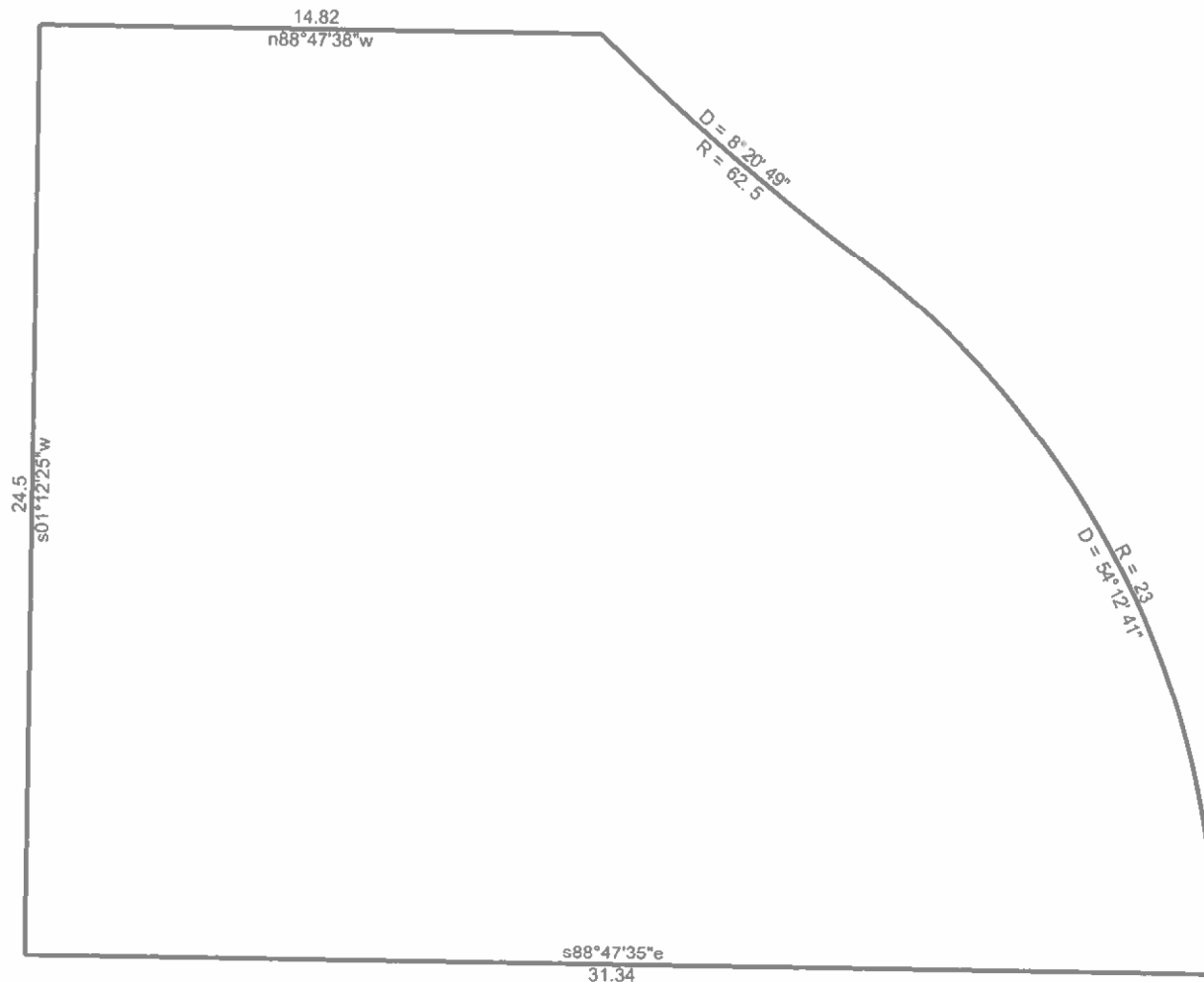
IDAHO SURVEY GROUP, LLC

9955 W. EMERALD ST.  
BOISE, IDAHO 83704  
(208) 846-8570

City of Meridian Sanitary Sewer Easement Exhibit  
For Lot 1, Block 1 of Umbria Subdivision

Located in the South 1/2 of Section 10,  
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No. 22-307-01  
Sheet No. 1  
Dwg. Date 5/5/2025



## City of Meridian 2nd Revised Sanitary Sewer Easement

5/5/2025

Scale: 1 inch= 5 feet

File: 2nd revised Sanitary sewer Easement.ndp

Tract 1: 0.0146 Acres (637 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/36797), Perimeter=102 ft.

01 n88.4738w 14.82

02 s01.1225w 24.5

03 s88.4735e 31.34

04 Lt, r=23.00, delta=054.1241, chord=n25.5359w 20.96

05 Rt, r=62.50, delta=008.2049, chord=n48.4955w 9.10