

Project Name (Subdivision):

JUMP CREEK SUBDIVISION NO 4

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
OPEN DOOR RENTRALS LLC ("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.

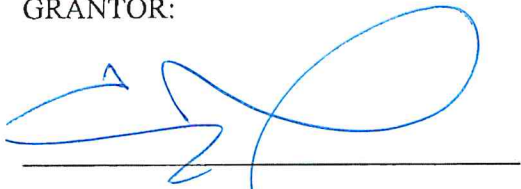
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or 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:

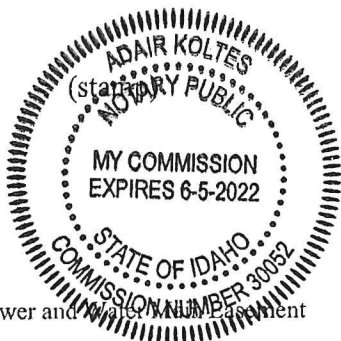



STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on Aug. 28, 2020 (date) by Carey Barton (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 Open Door Rentals LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Member (type of authority such as officer or trustee)




Notary Signature
My Commission Expires: 6-05-22

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:_____

EXHIBIT A
DESCRIPTION FOR
JUMP CREEK SUBDIVISION NO. 4
CITY OF MERIDIAN SEWER AND WATER LINE EASEMENT

A portion the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 28, Township 4 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the E1/4 corner of said Section 28 from which the NE corner of said Section 28 bears North 00°29'04" East, 2638.68 feet;

thence along the East boundary line of said Section 28 North 00°29'04" East, 95.12 feet;

thence leaving said East boundary line North 89°21'48" West, 48.00 feet to the **REAL POINT OF BEGINNING**;

thence continuing North 89°21'48" West, 42.44 feet;

thence South 00°38'12" West, 47.00 feet;

thence North 89°21'48" West, 6.50 feet;

thence North 00°38'12" East, 27.00 feet;

thence North 89°21'48" West, 151.16 feet;

thence South 00°38'12" West, 27.00 feet;

thence North 89°21'48" West, 21.48 feet;

thence North 00°38'12" East, 27.00 feet;

thence North 89°21'48" West, 91.22 feet;

thence South 50°32'00" West, 32.50 feet;

thence 46.64 feet along the arc of a non-tangent curve to the left, said curve having a radius of 125.00 feet, a central angle of 21°22'38" and a long chord which bears North 40°56'54" West, 46.37 feet;

thence North 50°32'00" East, 34.72 feet;

thence South 39°28'00" East, 18.34 feet;

thence North 73°02'00" East, 29.19 feet;

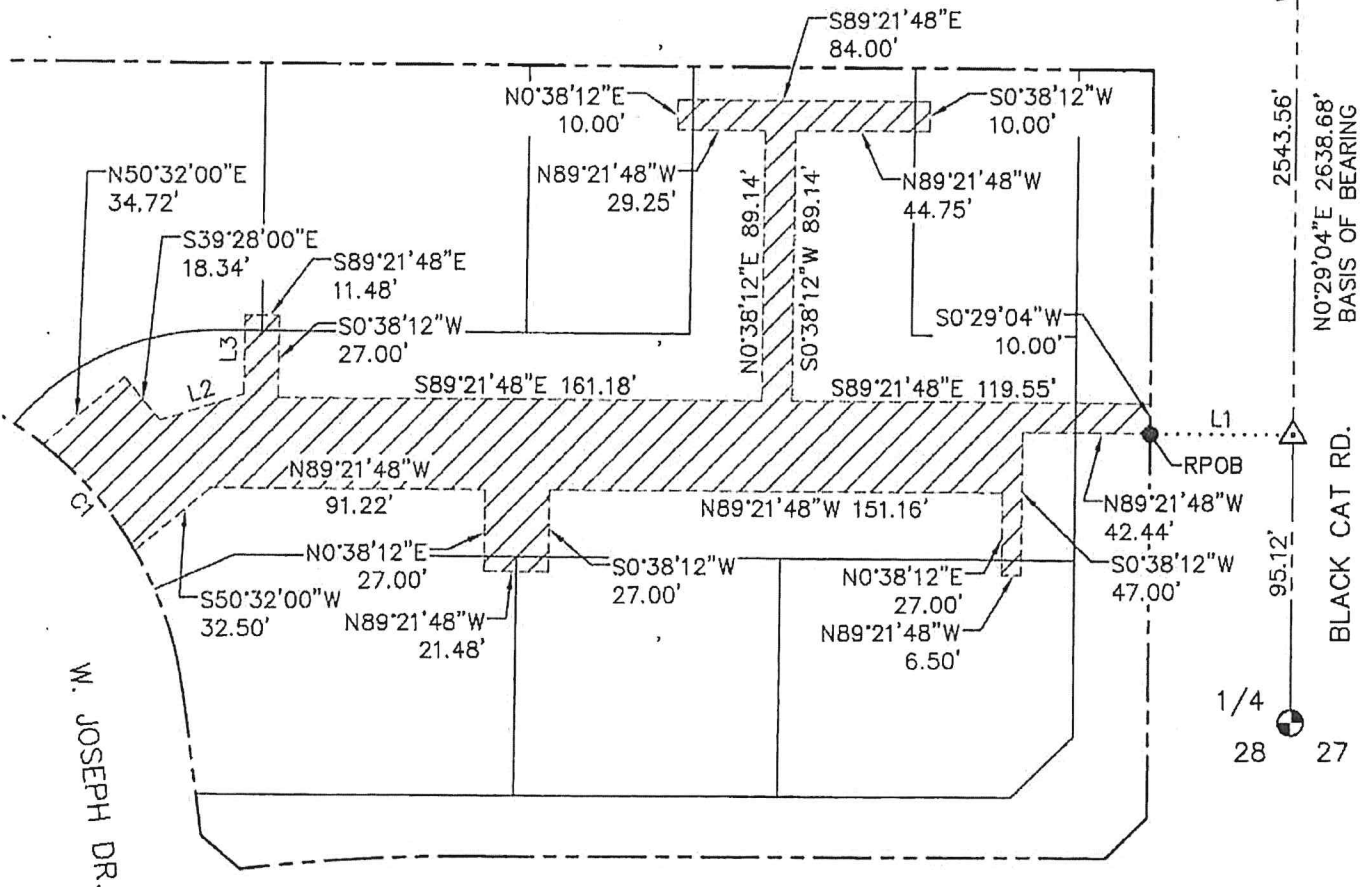
thence North 00°38'12" East, 26.09 feet;

thence South 89°21'48" East, 11.48 feet;
thence South 00°38'12" West, 27.00 feet;
thence South 89°21'48" East, 161.18 feet;
thence North 00°38'12" East, 89.14 feet;
thence North 89°21'48" West, 29.25 feet;
thence North 00°38'12" East, 10.00 feet;
thence South 89°21'48" East, 84.00 feet;
thence South 00°38'12" West, 10.00 feet;
thence North 89°21'48" West, 44.75 feet;
thence South 00°38'12" West, 89.14 feet;
thence South 89°21'48" East, 119.55 feet;
thence South 00°29'04" West, 10.00 feet to the **REAL POINT OF BEGINNING.**

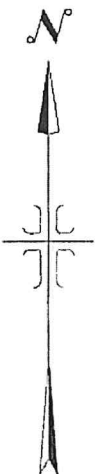


CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	125.00	46.64	46.37	N40°56'54"W	21°22'38"

W. CHINDEN BLVD. 21 22
28 27



W. MALTA DR.



SCALE: 1" = 60'

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.00	N89°21'48"W
L2	29.19	N73°02'00"E
L3	26.09	N0°38'12"E

Jump Creek Sub 4 19-220\idea\jump Creek 4 Utility Easement 3/8/2020 11:22:30 AM

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

EXHIBIT B DRAWING FOR
JUMP CREEK SUB 4
CITY OF MERIDIAN SEWER & WATERLINE EASEMENT
LOCATED IN THE NE 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION
28, T.4N., R.1W., BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO

JOB NO.
19-220
SHEET NO.
1
DWG. DATE
3/8/2020