

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____ 20____ between
BPS Franklin Road, 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, 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.

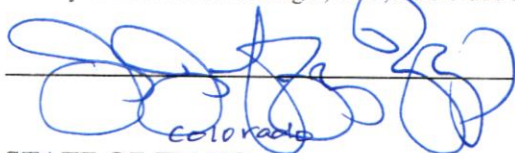
THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof 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.

GRANTOR:

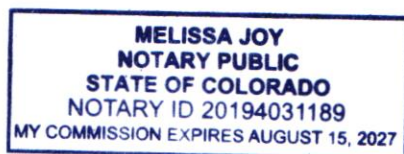
BPS Franklin Road, LLC, a Colorado Limited Liability Company
By: JRMR Baron Manager, LLC, a Colorado Limited Liability Company




STATE OF ~~IDAHO~~)
 Colorado) ss
County of Ada)

This record was acknowledged before me on August 25, 2023 (date) by J. Jeffrey Figgs (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 JRMR Baron Manager, LLC as Manager of BPS Franklin Road, 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)





Notary Signature
My Commission Expires: August 15, 2027

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
Colorado Ridge Subdivision
July 13, 2023

A portion of the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 10 from which the South 1/4 corner of said Section 10 bears South 89°15'34" East, 2,640.54 feet; thence on the south line of said Section 10, South 89°15'34" East, 908.44 feet; thence leaving said south line, North 00°35'14" East, 1,087.86 feet; thence South 89°15'50" East, 130.48 feet to the **POINT OF BEGINNING**;

thence continuing South 89°15'50" East, 46.83 feet;

thence South 35°01'37" East, 13.25 feet;

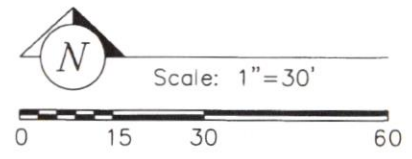
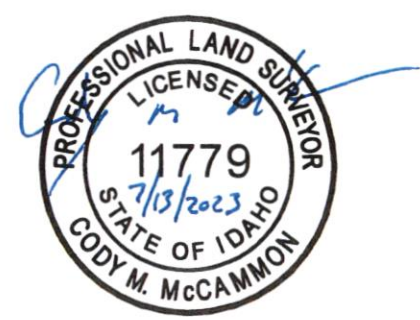
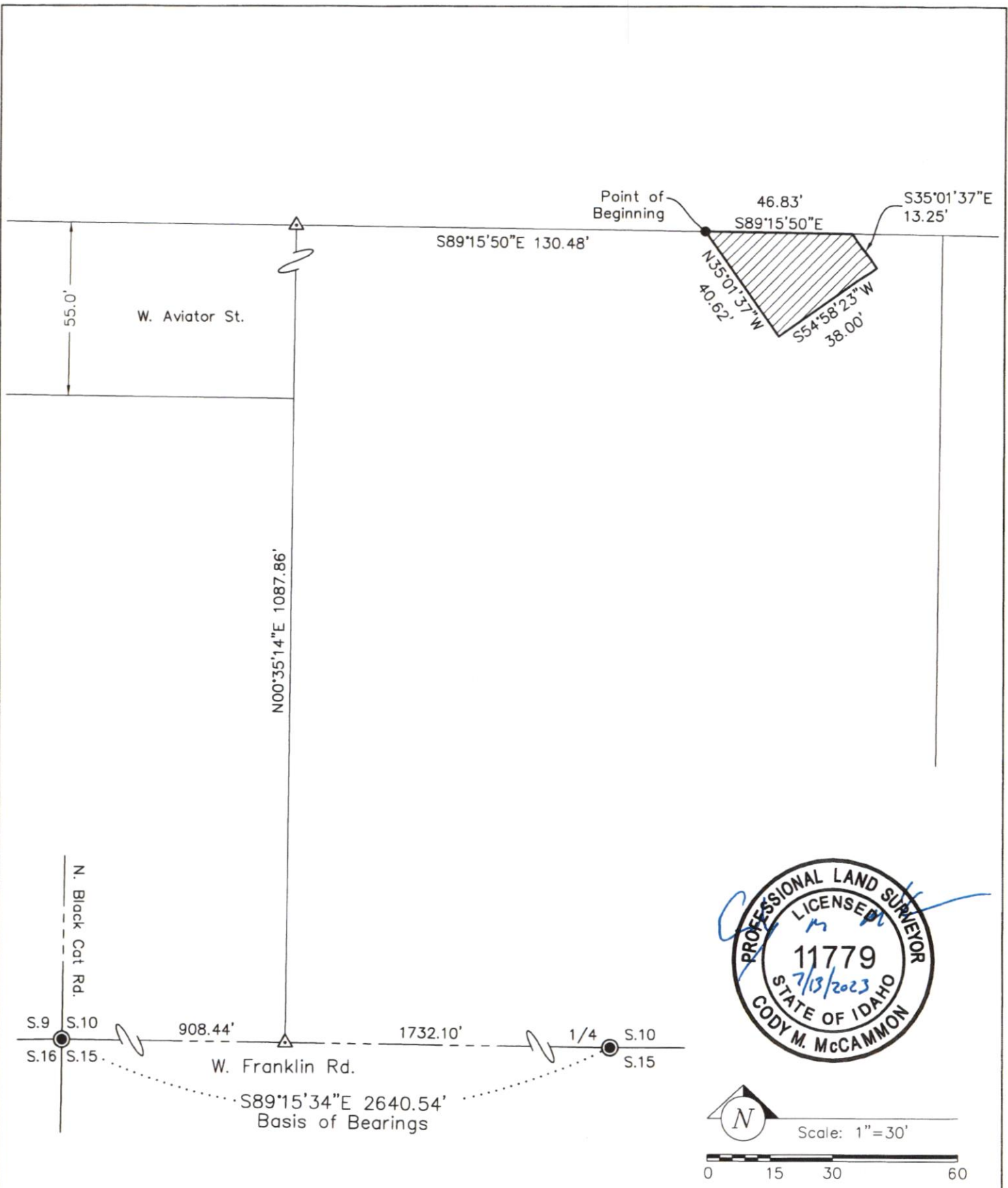
thence South 54°58'23" West, 38.00 feet;

thence North 35°01'37" West, 40.62 feet to the **POINT OF BEGINNING**.


Containing 1,023 square feet or 0.023 acres, more or less.

End of Description.





P:\Colorado Ridge (4490 Franklin) 22-045\dwg\COM Sewer_H2O Ex.dwg 7/13/2023 5:55:28 PM

 IDAHO SURVEY GROUP, LLC 9955 W EMERALD ST BOISE, IDAHO 83704 (208) 846-8570	Exhibit B Colorado Ridge Subdivision	Job No. 22-045
	A portion of the SW1/4 of the SW1/4 of Section 10, T.3N., R.1W., B.M., Ada County, Idaho.	Sheet No. 1
		Dwg. Date 7/13/2023