

Project Name (Subdivision):

Cherry Blossom Place

Sanitary Sewer Easement Number: 1

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 Jayo Holdings, LLC (“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:

Doug Jayo, Jayo Holdings, LLC

Doug Jayo

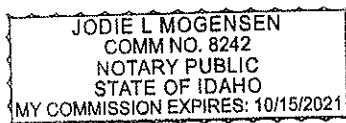
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 10-5-22 (date) by Doug Jayo (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 Jayo Holdings LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Managing Member (type of authority such as officer or trustee)

(stamp)



Jodie L. Mogensen
Notary Signature

My Commission Expires: 10-15-2021

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
Sanitary Sewer Main Easement No. 1
Cherry Blossom Place Subdivision No. 1
October 2, 2020

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 3 North, Range 1 West of the Boise Meridian, City of Meridian, Ada County, Idaho and more particularly described as follows:

Commencing at a found brass cap marking the North 1/4 corner of said Section 12 from which a found brass cap marking the Northeast corner of said Section 12 bears, South 89°26'53" East, 2,655.21 feet; thence South 33°00'31" East, 1,430.76 feet to the **REAL POINT OF BEGINNING**;

thence South 49°41'25" East, 9.23 feet;

thence 14.09 feet along the arc of a curve to the left having a radius of 20.00 feet, a central angle of 40°22'16" and a long chord which bears South 69°09'30" East, 13.80 feet;

thence South 89°20'38" East, 61.13 feet;

thence South 00°39'22" West, 20.00 feet;

thence North 89°20'38" West, 61.13 feet;

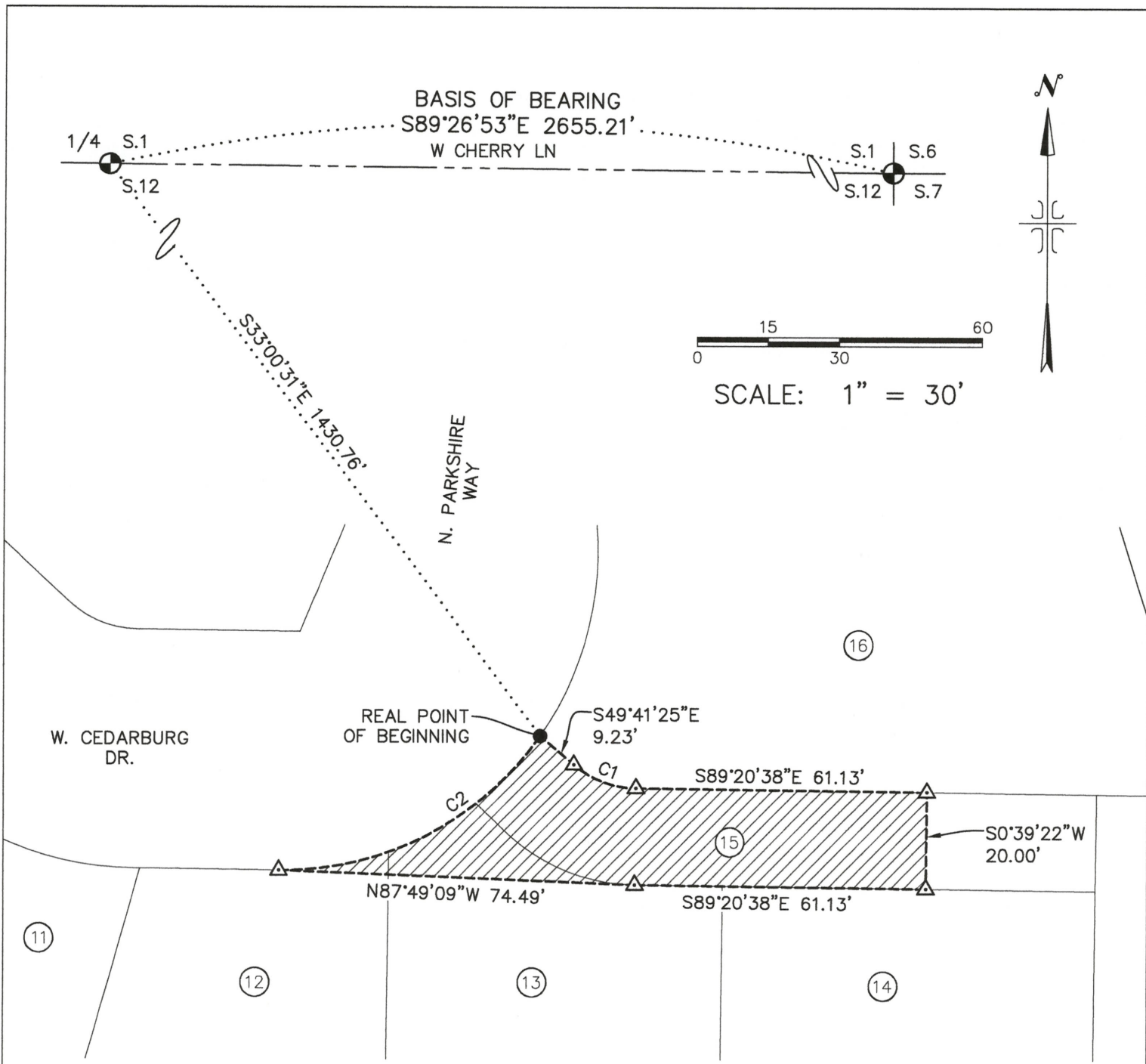
thence North 87°49'09" West, 74.49 feet;

thence 63.98 feet along the arc of a curve to the left having a radius of 65.87 feet, a central angle of 55°39'01" and a long chord which bears North 62°51'56" East, 61.49 feet to the **REAL POINT OF BEGINNING**.

Containing 2,196 square feet, more or less.

End of Description.





CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	14.09	20.00	40°22'16"	S69°09'30"E	13.80
C2	63.98	65.87	55°39'01"	N62°51'56"E	61.49



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ISG IDAHO SURVEY GROUP, LLC

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

EXHIBIT B
SANITARY SEWER EASEMENT NO. 1
CHERRY BLOSSOM PLACE SUBDIVISION NO. 1

A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 12, T.3N., R.1W., B.M.,
CITY OF MERIDIAN, ADA COUNTY, IDAHO

JOB NO. 18-018
SHEET NO. 1
DWG. DATE 10/2/2020