

Project Name or Subdivision Name:

Elevate Franklin

Sanitary Sewer Easement Number: 1

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only

Record Number: \_\_\_\_\_

**SANITARY SEWER EASEMENT**

THIS Easement Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2024, between Elevate Self Storage Franklin 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 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.

GRANTOR:  
Elevate Self Storage Franklin LLC

  
\_\_\_\_\_

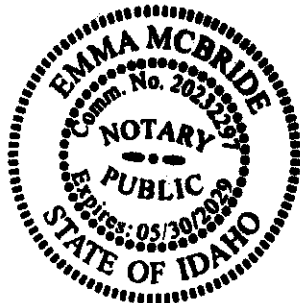
STATE OF IDAHO )


) SS

County of Ada )

This record was acknowledged before me on 4/24/24 (date) by Ryan Montoya  
(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 Elevate Self Storage Franklin 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)

Notary Stamp Below



  
\_\_\_\_\_

Notary Signature

My Commission Expires: 5/30/2029

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.

Notary Stamp Below

\_\_\_\_\_  
Notary Signature  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### City of Meridian Sanitary Sewer Easement Description for Lot 1, Block 1 of Umbria Subdivision

The following Describes a Strip 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 00°12'22" East, 464.86 feet to the Intersection Point of West Perugia Street; Thence leaving said Centerline, South 53°15'51" West, 72.95 feet to the **POINT OF BEGINNING**:

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

Thence, North 88°47'35" West, 7.13 feet;

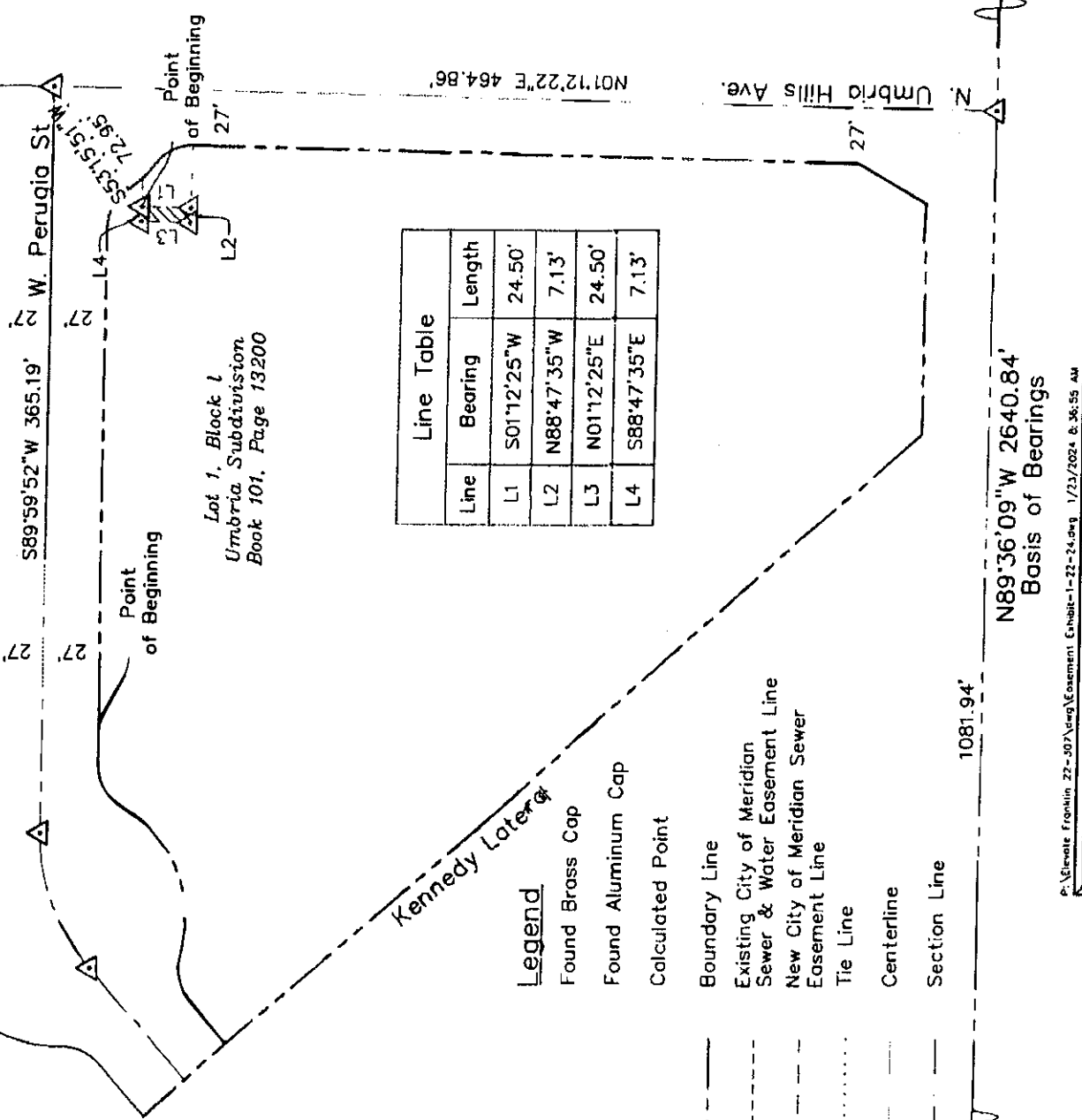
Thence, North 01°12'25" East, 24.50 feet;

Thence, South 88°47'35" East, 7.13 feet to the **POINT OF BEGINNING**:

**The above Described Strip of Land contains 175 Sq. Ft, more or less.**



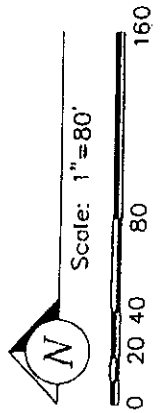
**EXHIBIT B**



Line	Bearing	Length
L1	S01°12'25"W	24.50'
L2	N88°47'35"W	7.13'
L3	N01°12'25"E	24.50'
L4	S88°47'35"E	7.13'

**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



**IDAHO SURVEY GROUP, LLC**

9855 W. EMERALD ST  
BOISE, IDAHO 83704  
(209) 646-4570

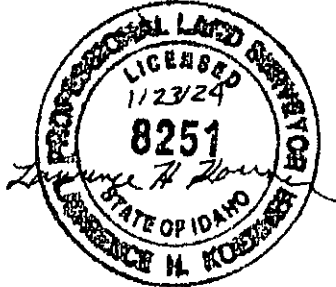
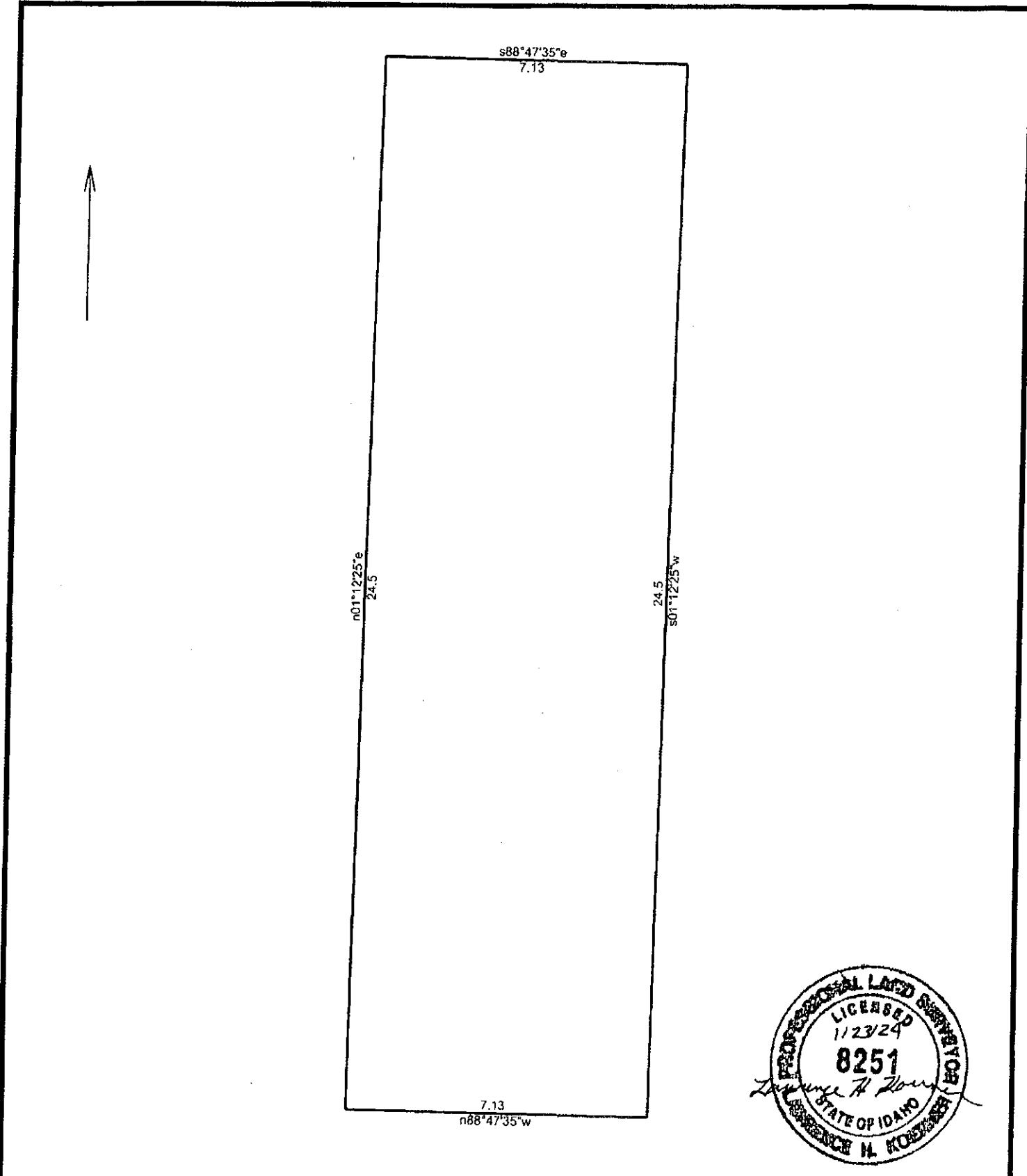
City of Meridian Sanitary Sewer Easement Exhibit  
For Lot 1, Block 1 of Umbria Subdivision

Job No.  
22-307-01

Sheet No.  
1

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

Dwg. Date  
1/23/2024



**CITY OF MERIDIAN SANITARY SEWER EASEMENT** 1/22/2024

Scale: 1 inch= 3 feet | File: Sanitary sewer Easement.ndp

Tract 1: 0.0040 Acres (175 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=63 ft.  
 01 s01.1225w 24.5  
 02 n88.4735w 7.13  
 03 n01.1225e 24.5  
 04 s88.4735e 7.13