

Project Name (Subdivision):

Gem Prep: Meridian North

Sanitary Sewer Easement Number: No. 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 10 day of Sept, 2020 between Gem Prep: Meridian North, 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.

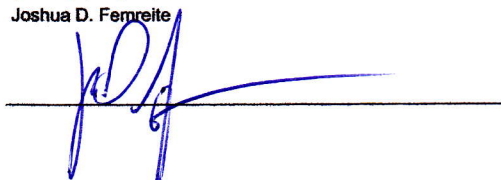
THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof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

Joshua D. Ferreira



STATE OF IDAHO)

) ss

County of Ada)

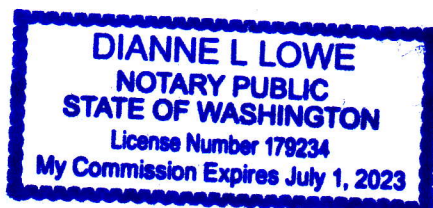
This record was acknowledged before me on 9-10-2020 (date) by JOSHUA FERREITE (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of GEM PREP MERIDIAN NORTH (name of entity on behalf of whom record was executed), in the following representative capacity: CHIEF of NEW SCHOOLS (type of authority such as officer or trustee)

(stamp)



Notary Signature

My Commission Expires: JULY 1, 2023



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:_____

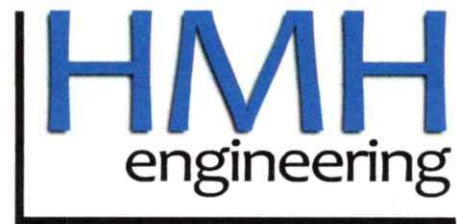


Exhibit A:
Gem Innovation School – Sewer Easement Description No. 1

A portion of Parcel S0428325600 recorded as Warranty Deed Instrument No. 2019-073908, also shown on Record of Survey No. 12188 filed in Records of Ada County, lying in the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 4 North, Range 1 West, Meridian City, Boise Meridian, Ada County, Idaho, more particularly described as follows.

COMMENCING at the Southwest Corner of Section 28, monumented by a found 3 1/2-inch Brass Cap as described in Corner Record Instrument No. 2020-020779, from which the West 1/4 Corner of Section 28 bears North 01°00'44" East, 2630.80 feet, monumented by a found 2-inch Aluminum Cap, as described in Corner Record Instrument No. 2020-020780,

- A. Thence along the West Section line of Section 28, North 01°00'44" East, 1,315.33 feet to the Southwest corner of Parcel S0428325600 the South 1/16th Corner on the Section line between Sections 28 and 29, monumented by a found 1/2-inch rebar with no cap;
 - B. Thence along the South line of said Parcel, South 89°19'10" East, 27.00 feet to a survey monument to be set, stamped "PLS 7612";
 - C. Thence along the new Easterly Right-of-Way of N. McDermott Rd., parallel with and 27.00 feet East of said Section Line, North 01°00'44" East, 40.01 feet to a survey monument to be set, stamped "PLS 7612" the **POINT OF BEGINNING**;
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- 1. Thence continuing along said new Right-of-Way, North 01°00'44" East, 30.00 feet to a survey monument to be set, stamped "PLS 7612";
 - 2. Thence South 89°19'33" East, 370.56 feet;
 - 3. Thence North 01°00'42" East, 129.75 feet;

4. Thence South 88°59'18" East, 52.50 feet to the East line of Parcel S0428325600, monumented by a survey monument to be set, stamped "PLS 7612";
5. Thence along said East line, South 01°00'44" West, 30.00 feet;
6. Thence North 88°59'18" West, 22.50 feet;
7. Thence South 01°00'42" West, 129.57 feet;
8. Thence North 89°19'33" West, 400.56 feet to the **POINT OF BEGINNING**.

Containing 16,582 square feet or 0.380 acres, more or less.

See the Attached Sewer Easement No. 1 Sketch.

END OF DESCRIPTION

Prepared By:
Timothy J. Fox, PLS 7612
Senior Project Manager

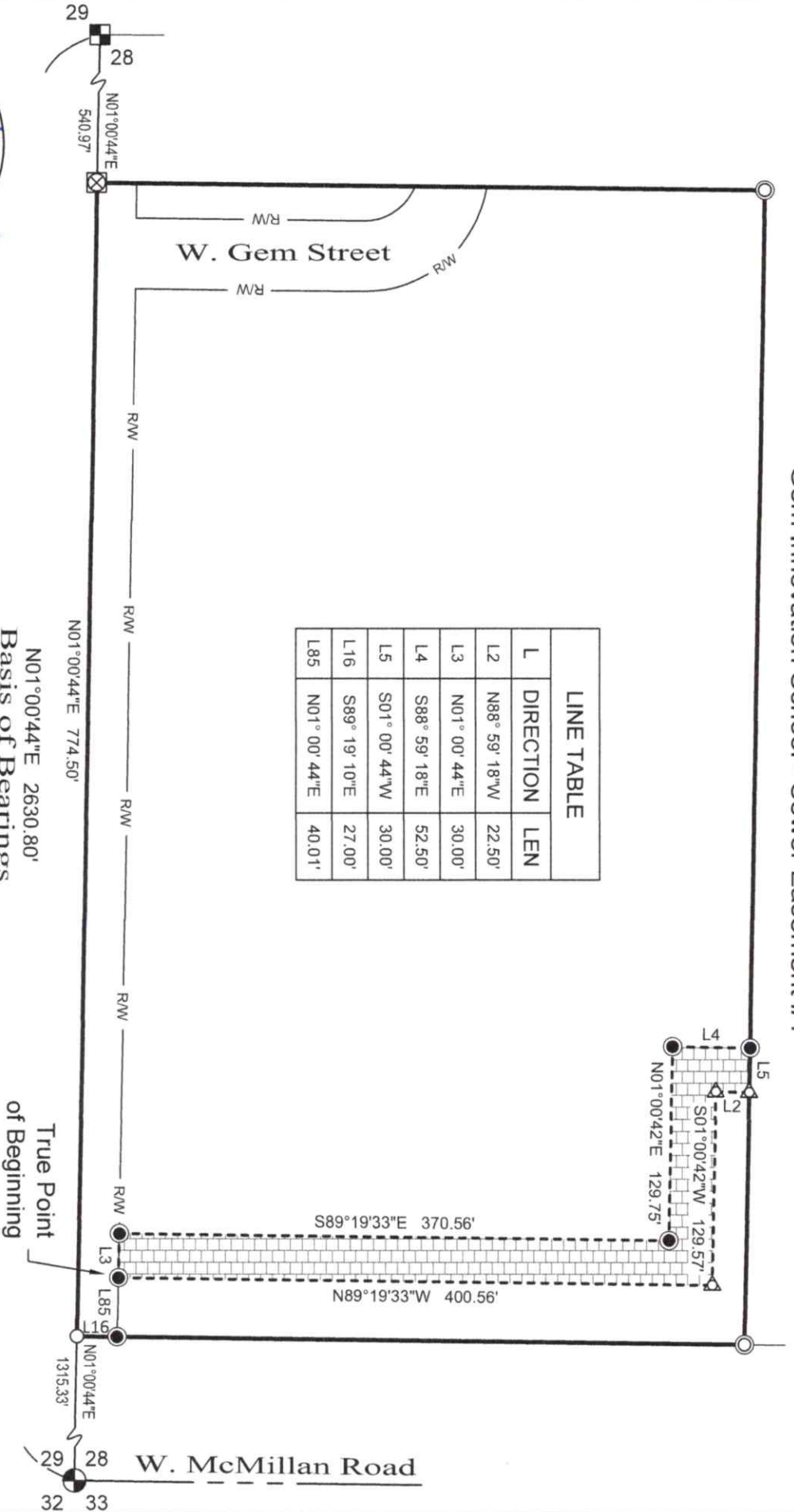


TF:JR

EXHIBIT B

Gem Innovation School - Sewer Easement #1

LINE TABLE		
L	DIRECTION	LEN
L2	N88° 59' 18" W	22.50'
L3	N01° 00' 44" E	30.00'
L4	S88° 59' 18" E	52.50'
L5	S01° 00' 44" W	30.00'
L16	S89° 19' 10" E	27.00'
L85	N01° 00' 44" E	40.01'



N01°00'44"E 2630.80'
Basis of Bearings
N. McDermott Road

LEGEND

- BOUNDARY
- SECTION
- NEW EASEMENT
- NEW RIGHT-OF-WAY DEDICATION
- SURVEY MONUMENT
- CALCULATION POINT
- EASEMENT AREA



0 50 100
SCALE: 1"=100'

FOX LAND SURVEYS

(208) 342-7957

