

Project Name (Subdivision):

Pine 43 Apartments Phase 1

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 Daniel Burrell ("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 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 Colorado

County of Pitkin

) ss
)

This record was acknowledged before me on 4-8-21 (date) by Daniel Burrell (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 Pine Development Partners 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)

(stamp)

CANDACE AMELIA HUFFMAN
Notary Public
State of Colorado
Notary ID # 20134001410
My Commission Expires 04-12-2021

Candace Huffman
Notary Signature
My Commission Expires: 4-12-2021

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"

PINE 43 APARTMENTS CITY OF MERIDIAN WATER & SEWER EASEMENT No. 1 LEGAL DESCRIPTION

That portion of the Northwest Quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the center quarter corner of Section 8, Township 3 North, Range 1 East, Boise Meridian, from which the north quarter corner of said Section 8 bears North 00°30'07" East, 2,653.05 feet; Thence North 30°40'17" West, 1,347.96 feet along a random line to the easterly right-of-way line of N. Webb Way as described in that Warranty Deed to Ada County Highway District recorded under Instrument No. 2019-037052, Ada County Records and the **POINT OF BEGINNING**;

Thence S 63°29'52" E, 36.08 feet departing from said easterly right-of-way line;

Thence S 67°06'38" E, 71.94 feet;

Thence N 22°53'22" E, 11.51 feet;

Thence S 67°06'38" E, 10.00 feet;

Thence S 22°53'22" W, 11.51 feet;

Thence S 67°06'38" E, 43.10 feet;

Thence N 89°59'40" E, 43.44 feet;

Thence North, 166.97 feet;

Thence N 34°06'04" E, 14.22 feet;

Thence N 55°53'56" W, 37.73 feet;

Thence N 34°06'04" E, 10.00 feet;

Thence S 55°53'56" E, 37.73 feet;

Thence N 34°06'04" E, 31.75 feet;

Thence East, 15.93 feet;

Thence N 00°00'09" E, 7.71 feet;

Thence S 89°59'51" E, 10.00 feet;

Thence S 00°00'09" W, 7.71 feet;

Thence East, 12.36 feet;

Thence North, 17.75 feet;

Thence East, 10.00 feet;

Thence South, 17.75 feet;

Thence East, 96.59 feet;

Thence North, 160.96 feet;

Thence West, 75.95 feet;

Thence North, 28.61 feet;

Thence East, 10.00 feet;

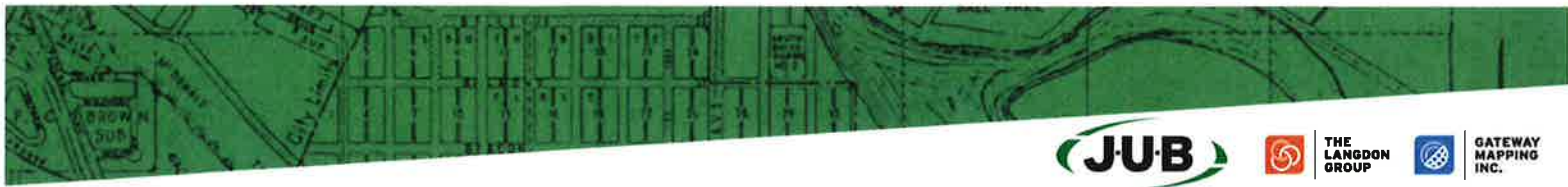
Thence South, 18.61 feet;

Thence East, 85.00 feet;

Thence South, 10.00 feet;

Thence West, 9.05 feet;

Thence South, 111.60 feet;



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Thence East, 35.05 feet;
Thence South, 10.00 feet;
Thence West, 35.05 feet;
Thence South, 61.36 feet;
Thence West, 143.21 feet;
Thence S 34°06'04" W, 37.55 feet;
Thence South, 160.22 feet;
Thence N 89°59'40" E, 289.97 feet;
Thence S 00°00'20" E, 22.00 feet;
Thence S 89°59'40" W, 6.29 feet;
Thence S 00°00'20" E, 8.72 feet;
Thence S 89°59'40" W, 10.00 feet;
Thence N 00°00'20" W, 8.72 feet;
Thence S 89°59'40" W, 11.13 feet;
Thence South, 33.79 feet;
Thence West, 10.00 feet;
Thence North, 33.79 feet;
Thence S 89°59'40" W, 322.44 feet;
Thence N 67°06'38" W, 33.59 feet;
Thence S 22°53'22" W, 52.54 feet;
Thence N 67°06'38" W, 10.00 feet;
Thence N 22°53'22" E, 25.55 feet;
Thence N 67°06'38" W, 6.00 feet;
Thence N 22°53'22" E, 26.99 feet;
Thence N 67°06'38" W, 111.61 feet to the easterly right-of-way line of said N. Webb Way and the beginning of a non-tangent curve;
Thence along said easterly right-of-way line and said non-tangent curve to the left an arc length of 24.65 feet, having a radius of 420.00 feet, a central angle of 03°21'48", a chord bearing of N 12°51'04" E and a chord length of 24.65 feet to the **POINT OF BEGINNING**.

Hereinabove described Easement No. 1 contains 0.56 acres, more or less.

END DESCRIPTION

J-U-B ENGINEERS, Inc.

This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS



15 APR 2021

LAST UPDATE: 4/15/2021
PROJECT DATE: 4/15/2021
FILE: 20103 CDM WATER



JEVAB-BENGINEERS, INC.

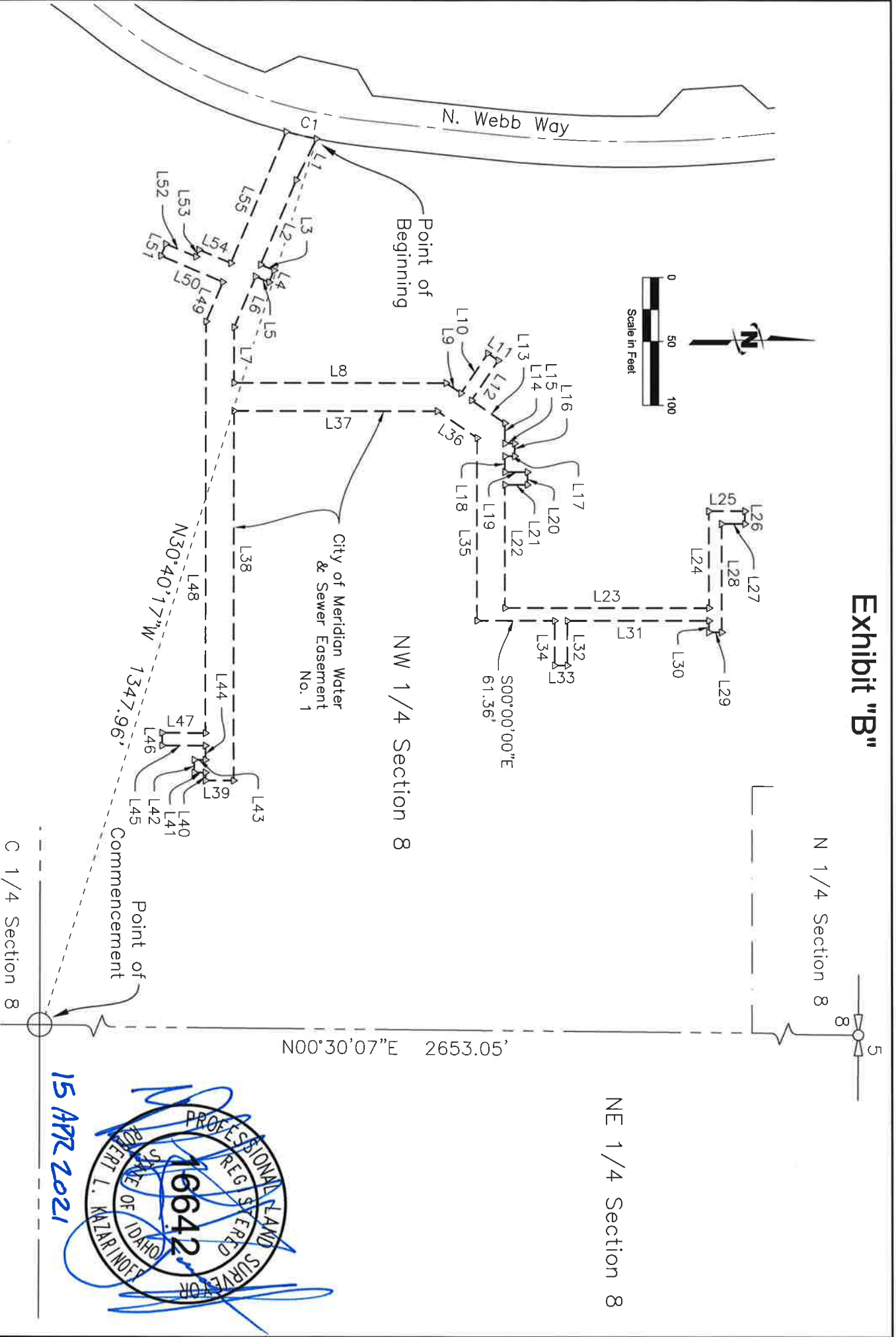


Exhibit "B"

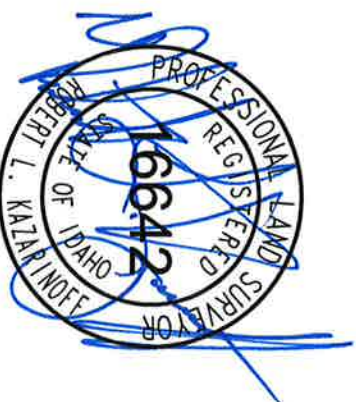
Exhibit "B"

Line Table		
Line #	Direction	Length
L1	S63°29'52"E	36.08'
L2	S67°06'38"E	71.94'
L3	N22°53'22"E	11.51'
L4	S67°06'38"E	10.00'
L5	S22°53'22"W	11.51'
L6	S67°06'38"E	43.10'
L7	N89°59'40"E	43.44'
L8	N00°00'00"E	166.97'
L9	N34°06'04"E	14.22'
L10	N55°53'56"W	37.73'
L11	N34°06'04"E	10.00'
L12	S55°53'56"E	37.73'
L13	N34°06'04"E	31.75'
L14	N90°00'00"E	15.93'
L15	N00°00'09"E	7.71'
L16	S89°59'51"E	10.00'
L17	S00°00'09"W	7.71'
L18	N90°00'00"E	12.36'
L19	N00°00'00"E	17.75'

Line Table		
Line #	Direction	Length
L20	N90°00'00"E	10.00'
L21	S00°00'00"E	17.75'
L22	N90°00'00"E	96.59'
L23	N00°00'00"E	160.96'
L24	N90°00'00"W	75.95'
L25	N00°00'00"E	28.61'
L26	N90°00'00"E	10.00'
L27	S00°00'00"E	18.61'
L28	N90°00'00"E	85.00'
L29	S00°00'00"E	10.00'
L30	N90°00'00"W	9.05'
L31	S00°00'00"E	111.60'
L32	N90°00'00"E	35.05'
L33	S00°00'00"E	10.00'
L34	N90°00'00"W	35.05'
L35	N90°00'00"W	143.21'
L36	S34°06'04"W	37.55'
L37	S00°00'00"E	160.22'
L38	N89°59'40"E	289.97'

Line Table		
Line #	Direction	Length
L39	S00°00'20"E	22.00'
L40	S89°59'40"W	6.29'
L41	S00°00'20"E	8.72'
L42	S89°59'40"W	10.00'
L43	N00°00'20"W	8.72'
L44	S89°59'40"W	11.13'
L45	S00°00'00"E	33.79'
L46	N90°00'00"W	10.00'
L47	N00°00'00"E	33.79'
L48	S89°59'40"W	322.44'
L49	N67°06'38"W	33.59'
L50	S22°53'22"W	52.54'
L51	N67°06'38"W	10.00'
L52	N22°53'22"E	25.55'
L53	N67°06'38"W	6.00'
L54	N22°53'22"E	26.99'
L55	N67°06'38"W	111.61'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	24.65'	420.00'	3°21'48"	N12°51'04"E	24.65'



15 APR 2021

