

Project Name (Subdivision):

Pine 43 Apartments Phase 1

Sanitary Sewer & Water Main Easement Number:

2

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.

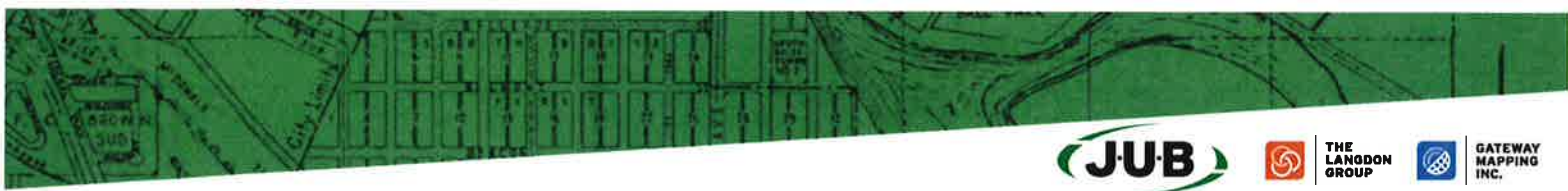
County of Ada)

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:_____



J-U-B FAMILY OF COMPANIES

EXHIBIT "A"

PINE 43 APARTMENTS CITY OF MERIDIAN WATER & SEWER EASEMENT No. 2 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 16°53'48" West, 483.99 feet along a random line to the northerly right-of-way line of E. State Avenue 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 N 89°33'55" W, 22.00 feet along said northerly right-of-way line;
Thence North, 23.37 feet departing from said northerly right-of-way line;
Thence N 07°38'01" E, 60.79 feet;
Thence East, 11.29 feet;
Thence North, 88.89 feet;
Thence West, 250.25 feet;
Thence South, 45.00 feet;
Thence West, 17.50 feet;
Thence North, 45.00 feet;
Thence West, 73.28 feet;
Thence South, 12.00 feet;
Thence West, 225.36 feet;
Thence South, 8.72 feet;
Thence West, 10.00 feet;
Thence North, 8.72 feet;
Thence West, 35.51 feet;
Thence N 45°12'27" W, 9.72 feet;
Thence S 19°25'30" W, 32.64 feet;
Thence N 70°34'30" W, 10.00 feet;
Thence N 19°25'30" E, 37.38 feet;
Thence N 45°12'27" W, 44.64 feet to **Point "A"**;
Thence N 57°23'10" E, 30.20 feet;
Thence S 25°47'04" E, 22.46 feet;
Thence S 45°12'27" E, 28.59 feet;
Thence East, 338.91 feet;
Thence North, 12.39 feet;
Thence East, 10.00 feet;
Thence South, 12.39 feet;
Thence East, 263.93 feet;
Thence South, 121.84 feet;
Thence S 10°12'13" W, 41.31 feet;



Thence S 00°08'18" W, 20.13 feet to the **POINT OF BEGINNING**.

TOGETHER WITH

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:

BEGINNING at hereinabove designated **Point "A"**;

Thence N 84°13'28" W, 77.92 feet 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

Thence N 00°58'10" E, 6.18 feet along said easterly right-of-way line to the beginning of a curve;

Thence along said easterly right-of-way line and said curve to the right an arc length of 35.15 feet, having a radius of 480.00 feet, a central angle of 04°11'46", a chord bearing of N 03°04'03" E and a chord length of 35.15 feet;

Thence S 81°16'20" E, 28.69 feet departing from said easterly right-of-way line;

Thence N 08°54'13" E, 19.10 feet;

Thence S 81°05'47" E, 17.74 feet;

Thence S 08°54'13" W, 19.04 feet;

Thence S 81°16'20" E, 33.97 feet;

Thence N 64°12'56" E, 63.11 feet;

Thence N 89°59'31" E, 78.41 feet;

Thence North, 36.52 feet;

Thence East, 10.00 feet;

Thence South, 36.52 feet;

Thence N 89°59'31" E, 38.69 feet;

Thence N 00°00'29" W, 7.27 feet;

Thence N 89°59'31" E, 10.00 feet;

Thence S 00°00'29" E, 7.27 feet;

Thence N 89°59'31" E, 321.63 feet;

Thence North, 36.48 feet;

Thence East, 10.00 feet;

Thence South, 36.48 feet;

Thence N 89°59'31" E, 12.34 feet;

Thence N 00°00'29" W, 19.35 feet;

Thence N 89°59'31" E, 18.54 feet;

Thence S 00°00'29" E, 19.35 feet;

Thence N 89°59'31" E, 107.96 feet;

Thence South, 34.80 feet;

Thence East, 37.81 feet;

Thence South, 10.00 feet;

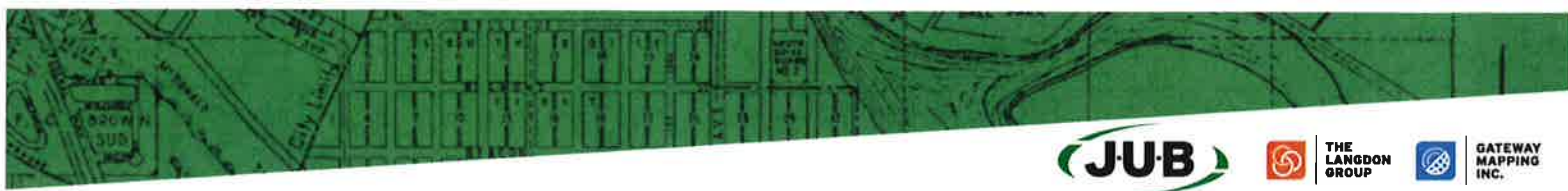
Thence West, 37.81 feet;

Thence South, 43.75 feet;

Thence West, 10.00 feet;

Thence North, 37.11 feet;

Thence West, 21.54 feet;



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Thence North, 10.00 feet;
Thence East, 21.54 feet;
Thence North, 30.94 feet;
Thence S 89°59'31" W, 223.09 feet;
Thence South, 18.00 feet;
Thence S 89°59'31" W, 384.28 feet;
Thence S 52°29'43" W, 32.18 feet;
Thence S 57°23'10" W, 30.20 feet to the **POINT OF BEGINNING**.

Hereinabove described Easement No. 2 contains 0.82 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.

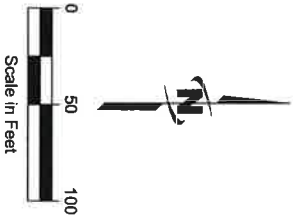
Robert L. Kazarinoff, PLS



LAST UPDATE: 4/15/2021
PLOT DATE: 4/15/2021
PLOT BY: JUB
PLOT FOR: JUB



15 APR 2021



Point of Commencement
C 1/4 Section 8

E. State Ave.
Point of Beginning
N 76° 53' 48" W 483.99'

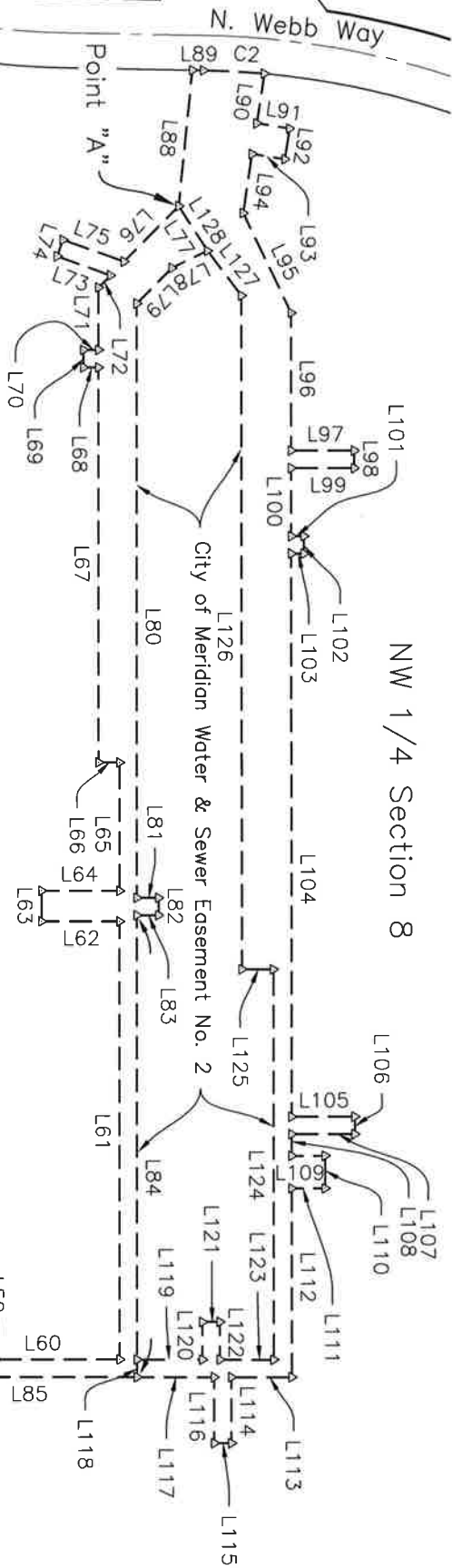
N 00° 30' 07" E 2653.05'

NE 1/4 Section 8

N 1/4 Section 8

Exhibit "B"

NW 1/4 Section 8

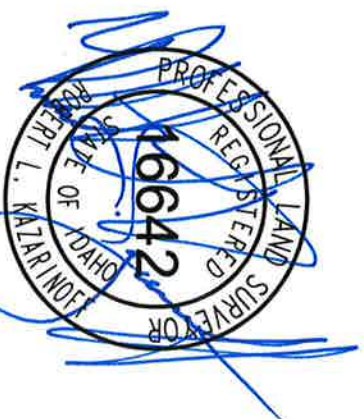


Pine 43 Apartments
City of Meridian Water & Sewer Easement No. 2 1 of 3

Situated in the Northwest Quarter of Section 8
T. 3 N., R. 1 E., Boise Meridian, City of Meridian, Ada County, Idaho

Exhibit "B"

Line Table			Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L56	N89°33'55"W	22.00'	L76	N45°12'27"W	44.64'	L96	N89°59'31"E	78.41'
L57	N00°00'00"E	23.37'	L77	N57°23'10"E	30.20'	L97	N00°00'00"E	36.52'
L58	N07°38'01"E	60.79'	L78	S25°47'04"E	22.46'	L98	N90°00'00"E	10.00'
L59	N90°00'00"E	11.29'	L79	S45°12'27"E	28.59'	L99	S00°00'00"E	36.52'
L60	N00°00'00"E	88.89'	L80	N90°00'00"E	338.91'	L100	N89°59'31"E	38.69'
L61	N90°00'00"W	250.25'	L81	N00°00'00"E	12.39'	L101	N00°00'29"W	7.27'
L62	S00°00'00"E	45.00'	L82	N90°00'00"E	10.00'	L102	N89°59'31"E	10.00'
L63	N90°00'00"W	17.50'	L83	S00°00'00"E	12.39'	L103	S00°00'29"E	7.27'
L64	N00°00'00"E	45.00'	L84	N90°00'00"E	263.93'	L104	N89°59'31"E	321.63'
L65	N90°00'00"W	73.28'	L85	S00°00'00"E	121.84'	L105	N00°00'00"E	36.48'
L66	S00°00'00"E	12.00'	L86	S10°12'13"W	41.31'	L106	N90°00'00"E	10.00'
L67	N90°00'00"W	225.36'	L87	S00°08'18"W	20.13'	L107	S00°00'00"E	36.48'
L68	S00°00'00"E	8.72'	L88	N84°13'28"W	77.92'	L108	N89°59'31"E	12.34'
L69	N90°00'00"W	10.00'	L89	N00°58'10"E	6.18'	L109	N00°00'29"W	19.35'
L70	N00°00'00"E	8.72'	L90	S81°16'20"E	28.69'	L110	N89°59'31"E	18.54'
L71	N90°00'00"W	35.51'	L91	N08°54'13"E	19.10'	L111	S00°00'29"E	19.35'
L72	N45°12'27"W	9.72'	L92	S81°05'47"E	17.74'	L112	N89°59'31"E	107.96'
L73	S19°25'30"W	32.64'	L93	S08°54'13"W	19.04'	L113	S00°00'00"E	34.80'
L74	N70°34'30"W	10.00'	L94	S81°16'20"E	33.97'	L114	N90°00'00"E	37.81'
L75	N19°25'30"E	37.38'	L95	N64°12'56"E	63.11'	L115	S00°00'00"E	10.00'



15 APR 2021



Exhibit "B"

Line Table		
Line #	Direction	Length
L116	N90°00'00"W	37.81'
L117	S00°00'00"E	43.75'
L118	N90°00'00"W	10.00'
L119	N00°00'00"E	37.11'
L120	N90°00'00"W	21.54'
L121	N00°00'00"E	10.00'
L122	N90°00'00"E	21.54'
L123	N00°00'00"E	30.94'
L124	S89°59'31"W	223.09'
L125	S00°00'00"E	18.00'
L126	S89°59'31"W	384.28'
L127	S52°29'43"W	32.18'
L128	S57°23'10"W	30.20'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C2	35.15'	480.00'	4°11'46"	N03°04'03"E	35.15'

