

ESMT-2022-0149 TM Crossing Subdivision NO. 5  
Sanitary Sewer and Water Main Easement No. 2

**SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement, made this 5<sup>th</sup> day of April 20 22 between BVASB Ten Mile Retail Food Building LLC, (“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, 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.

[END OF TEXT; SIGNATURES TO FOLLOW]

**GRANTOR:**

**BVASB TEN MILE RETAIL FOOD BUILDING, INC.**  
an Idaho limited liability company

By: BV Management Services, Inc., Executive Manager

By:   
Cortney Liddiard, President

By: Brighton Corporation, Executive Manager


By:   
Robert L. Phillips, President

STATE OF IDAHO        )  
                                  :ss.  
County of Bonneville    )

On this the <sup>3<sup>rd</sup></sup> day of August, in the year 2021, before me a Notary Public of said State, personally Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first written above.

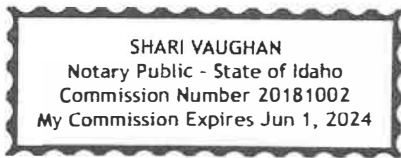


  
Notary Public for Idaho  
My Commission expires: 4-12-2026

STATE OF IDAHO            )  
  :SS.  
County of Ada                )

On this 9<sup>th</sup> day of August, in the year 2021, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first written above.



Shari Vaughan  
Notary Public for Idaho  
My Commission expires: 6-1-2024

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor      4-5-2022

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk      4-5-2022

STATE OF IDAHO,    )  
                              : ss.  
County of Ada        )

This record was acknowledged before me on 4-5-2022 (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 Signature  
My Commission Expires : \_\_\_\_\_

March 15, 2022  
Project No. 21-050  
TM Crossing Subdivision No. 5  
City of Meridian Water and Sewer Easement  
Legal Description

**Exhibit A**

A parcel of land for a City of Meridian Water and Sewer Easement situated in a portion of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the West 1/4 corner of said Section 14, which bears N89°11'30"W a distance of 2,656.47 feet from a found aluminum cap marking the Center 1/4 corner of said Section 14;

Thence following the southerly line of said Southwest 1/4, S89°11'30"E a distance of 355.97 feet to the **POINT OF BEGINNING**.

Thence leaving said southerly line, N00°48'26"E a distance of 3.88 feet;

Thence N89°11'34"W a distance of 97.92 feet;

Thence N00°48'26"E a distance of 15.52 feet;

Thence S89°11'30"E a distance of 90.32 feet;

Thence N00°48'26"E a distance of 17.48 feet;

Thence S89°11'34"E a distance of 40.56 feet;

Thence N00°48'26"E a distance of 15.50 feet;

Thence S89°11'34"E a distance of 26.00 feet;

Thence S00°48'26"W a distance of 48.50 feet;

Thence N89°11'34"W a distance of 38.95 feet;

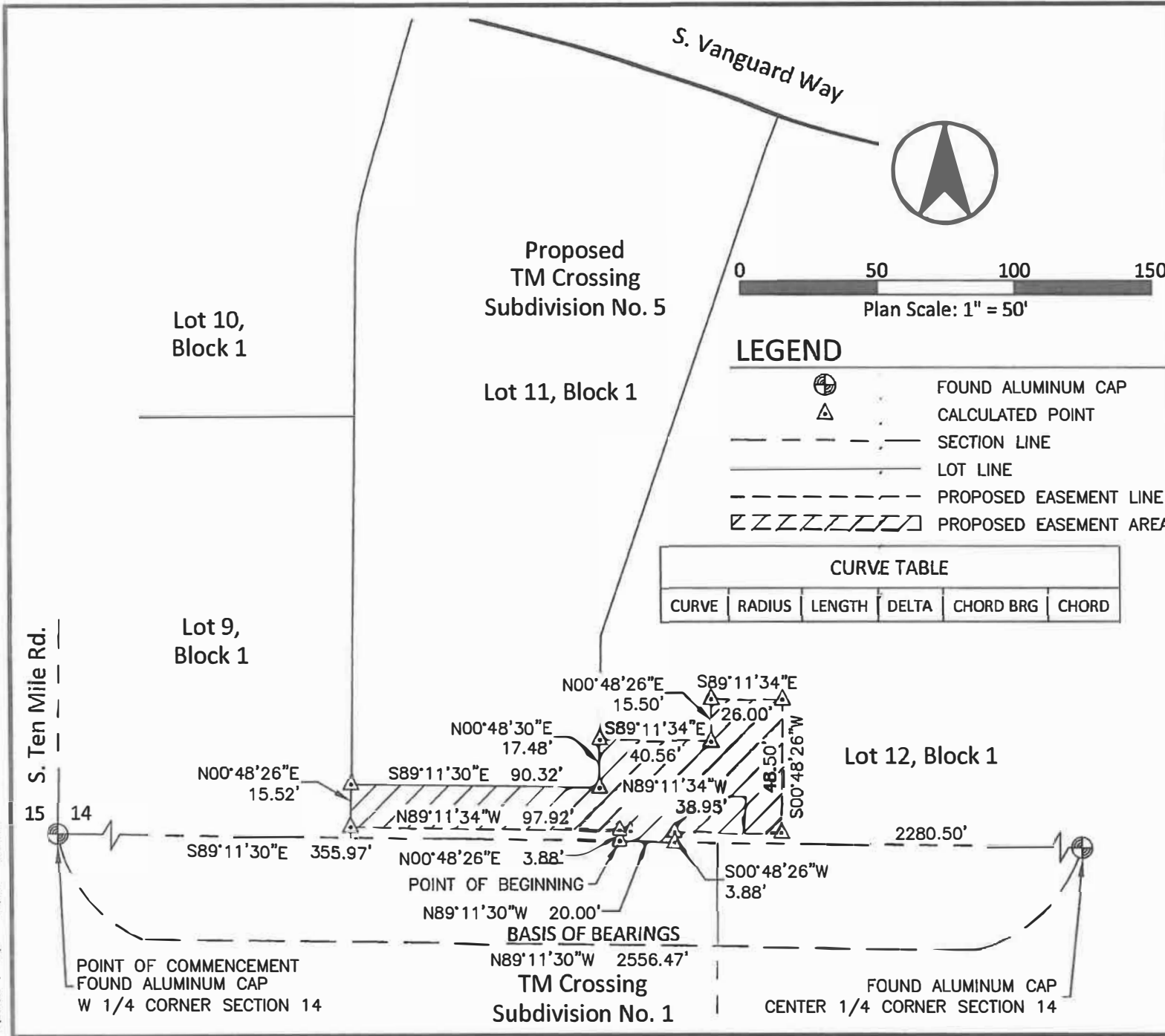
Thence S00°48'26"W a distance of 3.88 feet to the southerly line of said Southwest 1/4;

Thence following said southerly line, N89°11'30"W a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 4,079 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.





**Exhibit B**

**City of Meridian Water Easement**

Situating in a portion of SW 1/4 of the NW 1/4 of Section 14, T.3N., R.1W., B.M., City of Meridian, Ada County, ID

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DATE: MARCH 2022

PROJECT: 21-050

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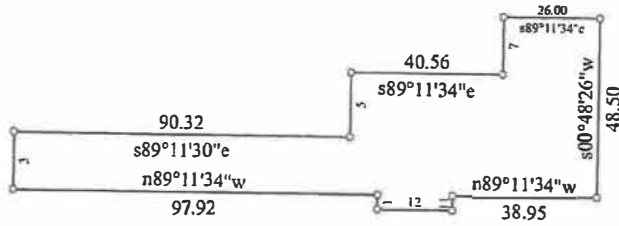
SHEET: 1 OF 1

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**km**

**ENGINEERING**

5725 N. DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmengtlp.com



Title: Sewer and Water Easement - BVASB		Date: 03-15-2022
Scale: 1 inch = 50 feet	File:	
Tract 1: 0.094 Acres: 4079 Sq Feet: Closure = n81.2538w 0.01 Feet: Precision = 1/41467: Perimeter = 419 Feet		
001=n00.4826e 3.88	006=s89.1134e 40.56	011=s00.4826w 3.88
002=n89.1134w 97.92	007=n00.4826e 15.50	012=n89.1130w 20.00
003=n00.4826e 15.52	008=s89.1134e 26.00	
004=s89.1130e 90.32	009=s00.4826w 48.50	
005=n00.4826e 17.48	010=n89.1134w 38.95	