

Project Name or Subdivision Name:

Pine 43 West

Sanitary Sewer & Water Main 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 **SMT-2025-0109**
Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this day of 20 between
DRB Investments, 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,
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:

DRB Investments, LLC - Dennis Baker, Manager



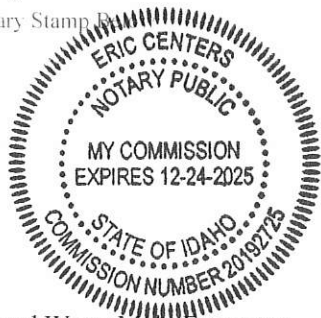
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 8-27-25 (date) by Dennis Baker (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 DRB Investments, 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



Notary Signature

My Commission Expires: 12-24-25

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: _____

August 19, 2025
Project No. 25-020
City of Meridian Sewer and Water Easement

Exhibit A

A parcel of land for a City of Meridian Sewer and Water Easement being a portion of Lots 4, 5, and 6 of Pleasant Valley Subdivision (Book 12 of Plats, Page 665), situated in the Northeast 1/4 of the Northwest 1/4 of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the North 1/4 corner of said Section 8, which bears S89°59'17"E a distance of 2,652.59 feet from a found brass cap marking the Northwest corner of said Section 8, thence following the northerly line of said Northeast 1/4 of the Northwest 1/4, N89°59'17"W a distance of 999.04 feet;

Thence leaving said northerly line, S00°00'43"W a distance of 229.96 feet to the **POINT OF BEGINNING**.

Thence S00°32'35"W a distance of 17.35 feet;

Thence S84°44'12"E a distance of 139.94 feet;

Thence S62°14'12"E a distance of 35.60 feet;

Thence N50°15'48"E a distance of 21.90 feet to the southwesterly right-of-way of N. Webb Way;

Thence following said southwesterly right-of-way, S43°25'39"E a distance of 52.99 feet;

Thence leaving said southwesterly right-of-way, S46°34'21"W a distance of 38.70 feet;

Thence N41°51'41"W a distance of 38.73 feet;

Thence N62°14'12"W a distance of 41.39 feet;

Thence N84°44'12"W a distance of 154.38 feet;

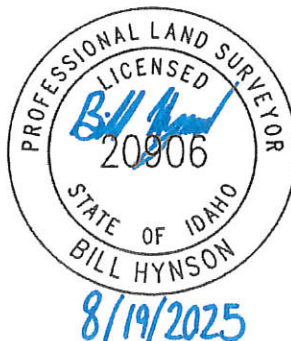
Thence N00°32'35"E a distance of 35.76 feet;

Thence S89°27'25"E a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 6,172 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

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



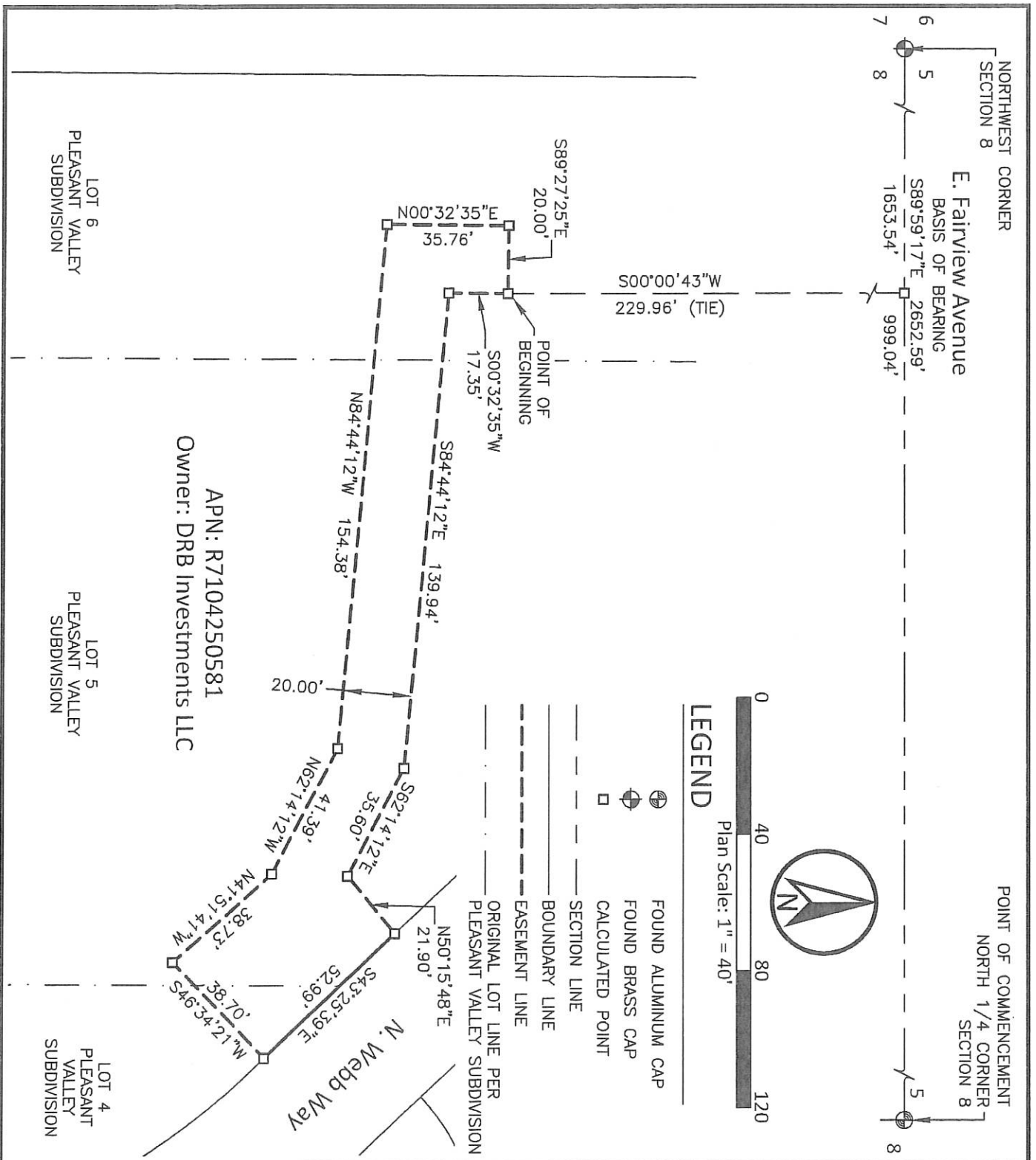


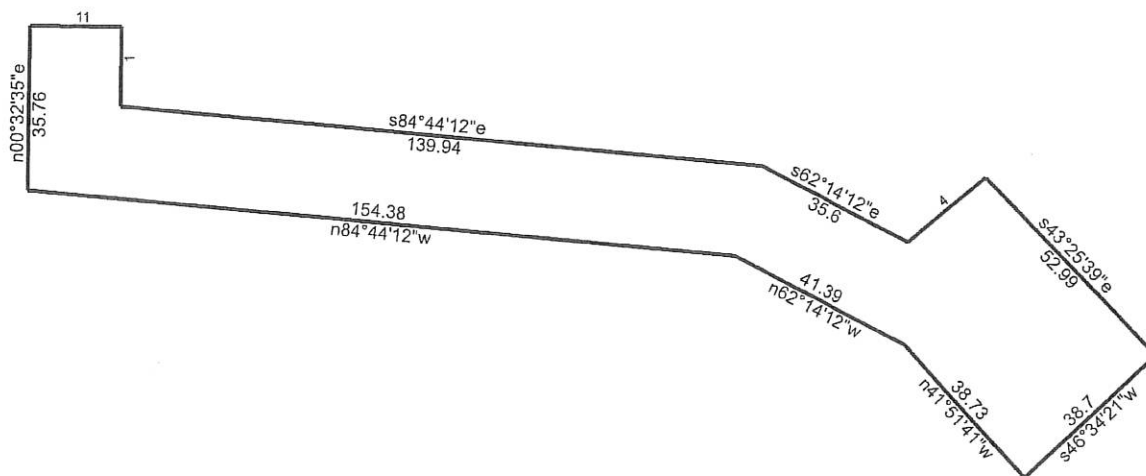
Exhibit B City of Meridian Sewer and Water Easement

A portion of Lots 4-6 of Pleasant Valley Subdivision, situated in the NE1/4 of the NW1/4 of Section 8, T3N, R1E, B.M., City of Meridian, Ada County, Idaho

DATE: AUGUST, 2025
 PROJECT: 25-020

SHEET: 1 OF 1

km
 ENGINEERING
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 639-6939
 kmeng@kb.com



8/19/2025

Scale: 1 inch= 40 feet

File:

Tract 1: 0.1417 Acres (6172 Sq. Feet), Closure: n81.5337e 0.01 ft. (1/48281), Perimeter=597 ft.

01 s00.3235w 17.35
02 s84.4412e 139.94
03 s62.1412e 35.6
04 n50.1548e 21.9
05 s43.2539e 52.99
06 s46.3421w 38.7
07 n41.5141w 38.73
08 n62.1412w 41.39
09 n84.4412w 154.38

10 n00.3235e 35.76
11 s89.2725e 20