

Project Name (Subdivision): WOOD ROSE APARTMENTS
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).)

ESMT-2023-0102

THIS Easement Agreement, made this ____ day of August, 2023 between Wood Rose Apartments LP, an Idaho limited partnership, 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:

WOOD ROSE APARTMENTS LP,
an Idaho limited partnership

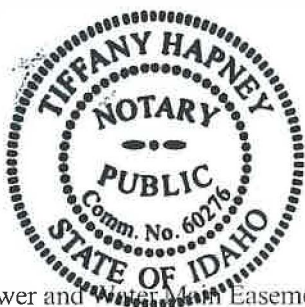
By: WR Apartments, Inc.,
an Idaho corporation,
its General Partner

By: Erin Anderson
Name: Erin Anderson
Its: Director

State of Idaho)
):ss
County of Ada)

On this 10th day of August, 2023 before me, a Notary Public in and for said State, personally appeared ERIN ANDERSON known or identified to me to be the Director of WR Apartments, Inc., an Idaho corporation, the General Partner of Wood Rose Apartments LP, an Idaho limited partnership, and acknowledged to me that she executed said instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

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



Tiffany Hapney
Notary Public for Idaho
Residing at: Caldwell, ID
My Commission Expires: 10/30/24

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 this ____ day of _____, 2023 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: _____

WOOD ROSE APARTMENTS
SANITARY SEWER AND WATER EASEMENT
EXHIBIT A
LEGAL DESCRIPTION

A parcel of land being a portion of the SW 1/4 Section 36, T. 4N, R. 1W, Boise-Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap at the W 1/16 corner of said Section 36 from which the SW 1/4 corner bears N88°42'44"W a distance of 1,331.44 feet; thence on the 16th line N00°20'32"E a distance of 254.84 feet to the Point of Beginning; thence continuing on said 1/16th line N00°20'32"E a distance of 20.00 feet; thence

S89°15'26"E a distance of 78.15 feet; thence
N00°00'03"W a distance of 7.25 feet; thence
N90°00'00"E a distance of 15.51 feet; thence
S21°00'15"E a distance of 5.39 feet; thence
N68°53'06"E a distance of 50.55 feet; thence
S70°46'23"E a distance of 40.16 feet; thence
N23°58'59"E a distance of 17.91 feet; thence
S66°01'01"E a distance of 20.00 feet; thence
S23°58'59"W a distance of 16.25 feet; thence
S70°46'23"E a distance of 13.46 feet; thence
S61°29'43"E a distance of 65.37 feet; thence
N35°43'48"E a distance of 13.79 feet; thence
S54°16'12"E a distance of 12.57 feet; thence
N40°16'11"E a distance of 1.49 feet; thence
S49°43'49"E a distance of 15.00 feet; thence
S40°16'11"W a distance of 14.00 feet; thence
S48°34'04"E a distance of 73.60 feet; thence
N46°43'39"E a distance of 16.45 feet; thence
S43°16'21"E a distance of 20.00 feet; thence
S46°43'39"W a distance of 35.54 feet; thence
N45°11'12"W a distance of 16.33 feet; thence
S48°18'39"W a distance of 43.12 feet; thence
S01°16'34"W a distance of 77.96 feet; thence
S88°44'54"E a distance of 54.31 feet; thence
S02°05'30"W a distance of 10.76 feet to a point on the Right of Way line of Ustick Road; thence on said Right of Way line N88°42'44"W a distance of 84.15 feet; thence leaving said Right of Way line N01°16'34"E a distance of 99.72 feet; thence
N41°42'27"E a distance of 43.61 feet; thence
N48°34'04"W a distance of 51.39 feet; thence
N61°30'01"W a distance of 71.94 feet; thence
N70°46'23"W a distance of 41.66 feet; thence
S01°16'32"W a distance of 4.54 feet; thence

N88°43'28"W a distance of 10.00 feet; thence
N01°16'32"E a distance of 7.78 feet; thence
N70°46'23"W a distance of 23.77 feet; thence
S68°58'04"W a distance of 21.00 feet; thence
S21°00'15"E a distance of 6.49 feet; thence
S01°11'31"W a distance of 85.20 feet; thence
S46°01'24"W a distance of 27.23 feet; thence
N43°58'36"W a distance of 20.00 feet; thence
N46°01'24"E a distance of 18.98 feet; thence
N01°11'31"E a distance of 73.02 feet; thence
N21°00'15"W a distance of 3.53 feet; thence
N89°15'26"W a distance of 89.91 feet to the Point of Beginning.

The above described parcel contains 18,191 Square Feet, more or less.

See Exhibit B, attached hereto and made part hereof.



WOOD ROSE APARTMENTS SANITARY SEWER AND WATER EASEMENT EXHIBIT B

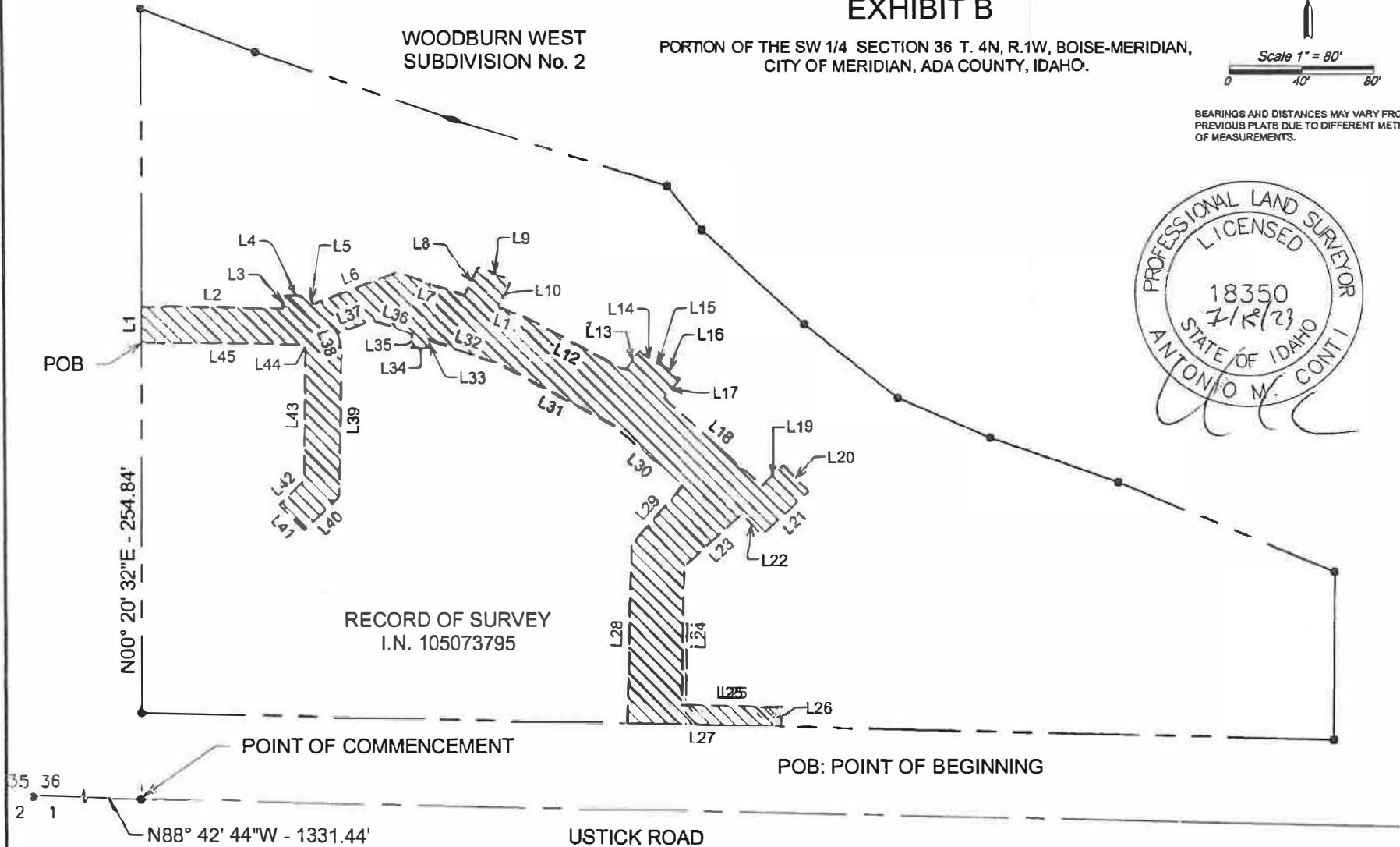
WOODBURN WEST
SUBDIVISION No. 2

PORTION OF THE SW 1/4 SECTION 36 T. 4N, R.1W, BOISE-MERIDIAN,
CITY OF MERIDIAN, ADA COUNTY, IDAHO.



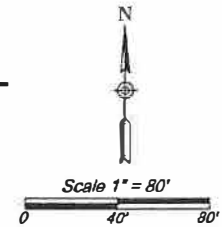
Scale 1" = 80'
0 40' 80'

BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS.



WOOD ROSE APARTMENTS SANITARY SEWER AND WATER EASEMENT EXHIBIT B

PORTION OF THE SW 1/4 SECTION 36, T. 4N, R.1W, BOISE-MERIDIAN,
CITY OF MERIDIAN, ADA COUNTY, IDAHO.



BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS.

Parcel Line Table		
Line #	Bearing	Length
L1	N0° 20' 32"E	20.00'
L2	S89° 15' 26"E	78.15'
L3	N0° 00' 03"W	7.25'
L4	N80° 00' 00"E	15.51'
L5	S21° 00' 15"E	5.39'
L6	N68° 53' 06"E	50.55'
L7	S70° 46' 23"E	40.16'
L8	N23° 58' 59"E	17.91'
L9	S66° 01' 01"E	20.00'
L10	S23° 58' 59"W	16.25'
L11	S70° 46' 23"E	13.46'
L12	S61° 29' 43"E	65.37'
L13	N35° 43' 48"E	13.79'
L14	S54° 16' 12"E	12.57'
L15	N40° 16' 11"E	1.49'
L16	S49° 43' 49"E	15.00'
L17	S40° 16' 11"W	14.00'
L18	S48° 34' 04"E	73.60'
L19	N46° 43' 39"E	16.45'
L20	S43° 16' 21"E	20.00'

Parcel Line Table		
Line #	Bearing	Length
L21	S46° 43' 39"W	35.54'
L22	N45° 11' 12"W	16.33'
L23	S48° 18' 39"W	43.12'
L24	S1° 16' 34"W	77.96'
L25	S88° 44' 54"E	54.31'
L26	S2° 05' 30"W	10.76'
L27	N88° 42' 44"W	84.15'
L28	N1° 16' 34"E	99.72'
L29	N41° 42' 27"E	43.61'
L30	N48° 34' 04"W	51.39'
L31	N61° 30' 01"W	71.94'
L32	N70° 46' 23"W	41.66'
L33	S1° 16' 32"W	4.54'
L34	N88° 43' 28"W	10.00'
L35	N1° 16' 32"E	7.78'
L36	N70° 46' 23"W	23.77'
L37	S88° 58' 04"W	21.00'
L38	S21° 00' 15"E	6.49'
L39	S1° 11' 31"W	85.20'
L40	S46° 01' 24"W	27.23'

Parcel Line Table		
Line #	Bearing	Length
L41	N43° 58' 36"W	20.00'
L42	N46° 01' 24"E	18.98'
L43	N1° 11' 31"E	73.02'
L44	N21° 00' 15"W	3.53'
L45	N89° 15' 26"W	89.91'

