

Project Name or Subdivision Name:
Apex Northwest Subdivision No. 4

Sanitary Sewer & Water Main Easement Number: ²
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 ESMT-2025-0047
Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between
Eagle 1 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.

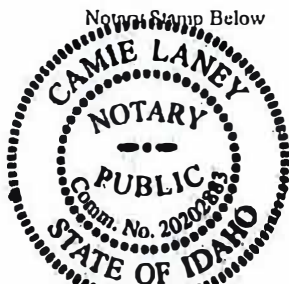
GRANTOR: **Eagle 1 LLC**

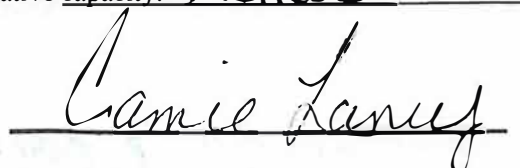


By: Chris Nolan, Member

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on April 30, 2025 (date) by Chris Nolan (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 Eagle 1 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)




Notary Signature
My Commission Expires: 8-3-2026

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: _____

April 16, 2025
Apex Northwest Subdivision No. 4
Project No. 22-053
Legal Description
City of Meridian Utility Easement

Exhibit A

A parcel of land for a City of Meridian Water and Sewer Easement situated in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at an aluminum cap marking the South 1/4 corner of said Section 31, which bears N89°42'21"W a distance of 2,640.00 feet from an aluminum cap marking the Southeast corner of said Section 31;
Thence following the easterly line of said Southeast 1/4 of the Southwest 1/4 of Section 31, N00°16'52"E a distance of 311.49 feet to the southerly line of a City of Meridian Utility Easement per Instrument No. 2023-065768;
Thence leaving said easterly line and following said southerly line, N89°43'08"W a distance of 47.00 to the **POINT OF BEGINNING**.

Thence leaving said southerly line, N89°43'08"W a distance of 11.00 feet;
Thence N00°16'52"E a distance of 38.00 feet;
Thence S89°43'08"E a distance of 11.00 feet to the westerly line of said City of Meridian Utility Easement;
Thence following said westerly line, S00°16'52"W a distance of 38.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 418 square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

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



4.16.2025

P:\22-053\CAD\SURVEY\EXHIBITS\22-053 City of Meridian Utility Easement White Family Extension.DWG, AARON BALLARD, 4/16/2025, DWG TO PDF.PC3, ----

C-S 1/16 CORNER
SECTION 31

EXISTING CITY OF
MERIDIAN SEWER AND
WATER EASEMENT PER
INST. No. 2023-065768

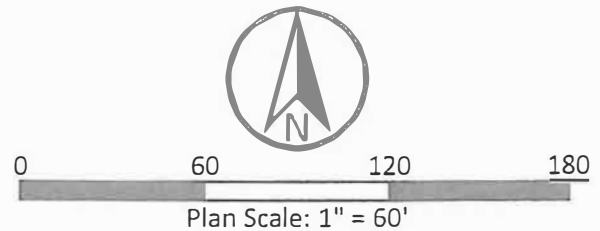
L4
L3
L5
L2
L1 (TIE)

POINT OF
BEGINNING

Gemini, LLLP
S1131347001

Proposed Apex
Northwest
Subdivision No. 4

S. Sublimity Ave.
(Proposed)



Unplatted

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°43'08"W	47.00
L2	N89°43'08"W	11.00
L3	N0°16'52"E	38.00
L4	S89°43'08"E	11.00
L5	S0°16'52"W	38.00

E. Lake Hazel Rd.

S. Locust Grove Rd.



POINT OF COMMENCEMENT
FOUND ALUMINUM CAP
S 1/4 CORNER SECTION 31

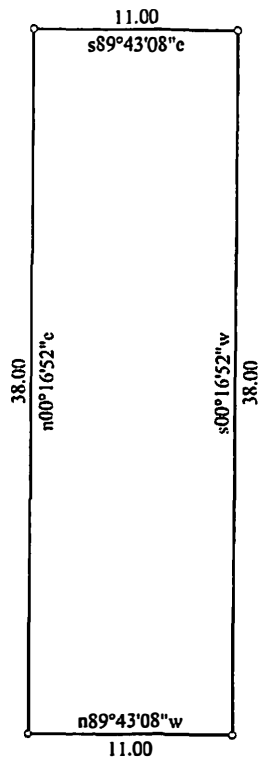
N89°42'21"W 2640.00'
BASIS OF BEARING

FOUND ALUMINUM CAP
SE CORNER SECTION 31

Exhibit B - City of Meridian Water and Sewer Easement
Apex Northwest Subdivision No. 4

DATE: April 2025
PROJECT: 22-053
SHEET:
1 OF 1

A portion of the SE 1/4 of the SW 1/4 of Section 31,
T3N., R1E., B.M., City of Meridian, Ada County, Idaho



Title:		Date: 04-15-2025
Scale: 1 inch = 10 feet	File: Deed Plotter.des	
Tract 1: 0.010 Acres: 418 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 98 Feet		
001=n89.4308w 11.00	003=s89.4308e 11.00	
002=n00.1652e 38.00	004=s00.1652w 38.00	