

Project Name or Subdivision Name:

Movado Multi-Family

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 ESMT-2024-0013

Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 6th day of February 20 24 between Meridian Movado Village Investors, LP ("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.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

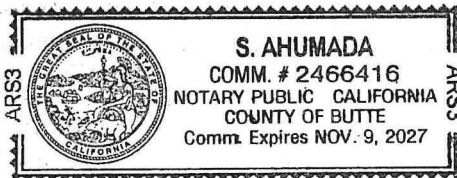
County of Butte }

On Jan 23, 2024
Date

before me, S. Ahumada
Here Insert Name and Title of the Officer

personally appeared Peter Leonard
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

S. Ahumada

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Sanitary sewer and water main Easement

Document Date: 1/23/2024 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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: _____

EXHIBIT A



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

City of Meridian Utility Easement Legal Description

BASIS OF BEARING is South 89°13'35" East, between brass cap marking the N1/4 corner of Section 21 and an aluminum cap marking the northeast corner of Section 21, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho.

An easement located in the NW1/4 of the NE1/4 of Section 21, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho, more particularly as follows:

COMMENCING at the N1/4 corner of said Section 21;

Thence South 89°13'35" East, coincident with the north line of said N1/2 of the NE1/4, a distance of 703.00 feet;

Thence South 00°11'04" West, 56.00 feet to the southerly right of way of E. Overland Road, marked by a 5/8" rebar/cap PLS 11574;

Thence continuing South 00°11'04" West, coincident with the east boundary of Movado Apartments Subdivision, as shown in Book 119 of Plats, at Page 18449-18452, Ada County Records, 189.42 feet;

Thence leaving said east boundary; South 89°13'35" East, parallel with said north line, 83.30 feet to the **POINT OF BEGINNING**;

Thence South 00°46'25" West, 103.05 feet;

Thence North 89°13'35" West, parallel with said north line, 31.49 feet;

Thence South 00°46'25" West, 20.00 feet;

Thence South 89°13'35" East, parallel with said north line, 31.49 feet;

Thence South 00°46'25" West, 59.58 feet;

Thence South 89°13'17" East, 20.05 feet;

Thence South 00°46'25" West, 25.02 feet;

Thence South 89°13'35" East, 20.00 feet;

Thence North 00°46'25" East, 13.10 feet;

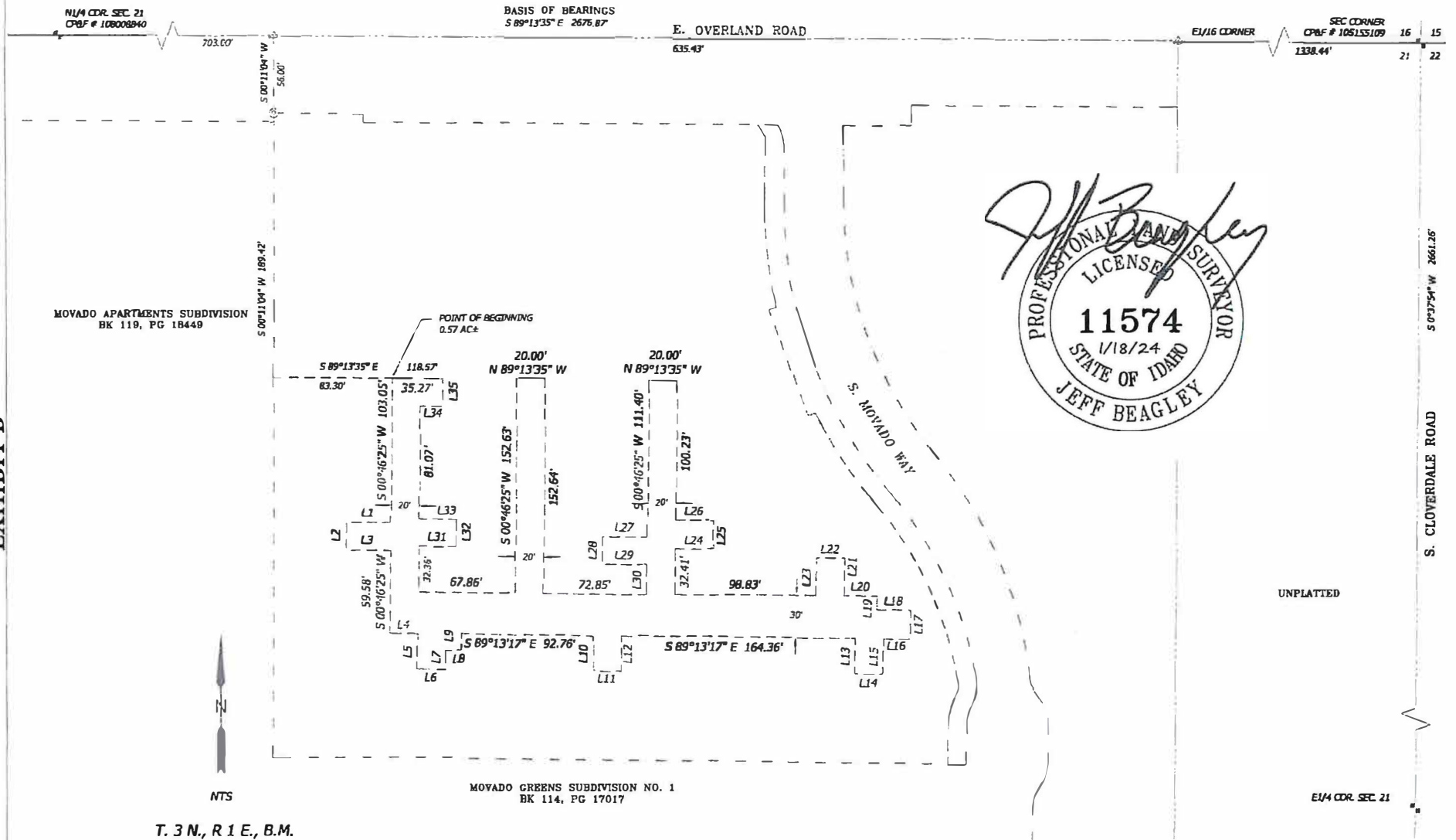
Thence South 89°13'17" East, 10.87 feet;

Thence North 00°46'43" East, 11.92 feet;
Thence South 89°13'17" East, 92.76 feet;
Thence South 00°46'25" West, 25.01 feet;
Thence South 89°13'35" East, parallel with said north line, 20.00 feet;
Thence North 00°46'43" East, 25.01 feet;
Thence South 89°13'17" East, 164.36 feet;
Thence South 00°46'25" West, 25.08 feet;
Thence South 89°13'35" East, parallel with said north line, 20.00 feet;
Thence North 00°46'25" East, 25.08 feet;
Thence South 89°13'17" East, 18.45 feet;
Thence North 00°46'43" East, 20.00 feet;
Thence North 89°13'17" West, 23.80 feet;
Thence North 00°46'43" East, 10.00 feet;
Thence North 89°13'17" West, 23.16 feet;
Thence North 00°46'43" East, 26.64 feet;
Thence North 89°13'17" West, 20.00 feet;
Thence South 00°46'43" West, 26.64 feet;
Thence North 89°13'17" West, 98.83 feet;
Thence North 00°46'25" East, 32.41 feet;
Thence South 89°13'35" East, parallel with said north line, 26.50 feet;
Thence North 00°46'25" East, 20.00 feet;
Thence North 89°13'35" West, parallel with said north line, 26.50 feet;
Thence North 00°46'25" East, 100.23 feet;
Thence North 89°13'35" West, parallel with said north line, 20.00 feet;
Thence South 00°46'25" West, 111.40 feet;
Thence North 89°13'35" West, parallel with said north line, 31.50 feet;
Thence South 00°46'25" West, 20.00 feet;

Thence South 89°13'35" East, parallel with said north line, 31.50 feet;
Thence South 00°46'25" West, 21.24 feet;
Thence North 89°13'17" West, 72.85 feet;
Thence North 00°46'25" East, 152.64 feet;
Thence North 89°13'35" West, parallel with said north line, 20.00 feet;
Thence South 00°46'25" West, 152.63 feet;
Thence North 89°13'17" West, 67.86 feet;
Thence North 00°46'25" East, 32.36 feet;
Thence South 89°13'35" East, parallel with said north line, 26.50 feet;
Thence North 00°46'25" East, 20.00 feet;
Thence North 89°13'35" West, parallel with said north line, 26.50 feet;
Thence North 00°46'25" East, 81.07 feet;
Thence South 89°13'35" East, parallel with said north line, 15.27 feet;
Thence North 00°46'25" East, 19.20 feet;
Thence North 89°13'35" West, parallel with said north line, 35.27 feet to the **POINT OF BEGINNING**.
The above described easement contains 0.57 acres, more or less.

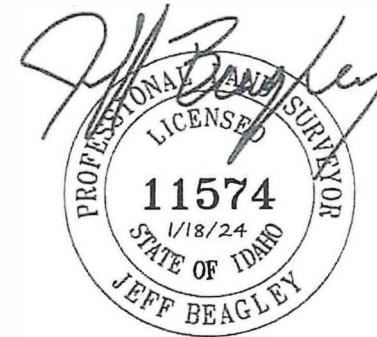


EXHIBIT B



PROJECT: CITY OF MERIDIAN UTILITY EASEMENT NW1/4 OF THE NE1/4 SECTION 21 CITY OF MERIDIAN, ADA COUNTY, IDAHO	OWNER/DEVELOPER: BRECKON LAND DESIGN DATE: 1/2024	 2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM	DWG # 121341-E PROJECT# 121341 SHEET 1 OF 2
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°13'35" W	31.49'
L2	S 00°46'25" W	20.00'
L3	S 89°13'35" E	31.49'
L4	S 89°13'17" E	20.05'
L5	S 00°46'25" W	25.02'
L6	S 89°13'35" E	20.00'
L7	N 00°46'25" E	13.10'
L8	S 89°13'17" E	10.87'
L9	N 00°46'43" E	11.92'
L10	S 00°46'25" W	25.01'
L11	S 89°13'35" E	20.00'
L12	N 00°46'43" E	25.01'
L13	S 00°46'25" W	25.08'
L14	S 89°13'35" E	20.00'
L15	N 00°46'25" E	25.08'
L16	S 89°13'17" E	18.45'
L17	N 00°46'43" E	20.00'
L18	N 89°13'17" W	23.80'
L19	N 00°46'43" E	10.00'
L20	N 89°13'17" W	23.16'
L21	N 00°46'43" E	26.64'
L22	N 89°13'17" W	20.00'
L23	S 00°46'43" W	26.64'
L24	S 89°13'35" E	26.50'
L25	N 00°46'25" E	20.00'
L26	N 89°13'35" W	26.50'
L27	N 89°13'35" W	31.50'
L28	S 00°46'25" W	20.00'
L29	S 89°13'35" E	31.50'
L30	S 00°46'25" W	21.24'
L31	S 89°13'35" E	26.50'
L32	N 00°46'25" E	20.00'
L33	N 89°13'35" W	26.50'
L34	S 89°13'35" E	15.27'
L35	N 00°46'25" E	19.20'



PROJECT:
CITY OF MERIDIAN UTILITY
EASEMENT
NW1/4 OF THE NE1/4
SECTION 21
CITY OF MERIDIAN,
ADA COUNTY, IDAHO

OWNER/DEVELOPER:
BRECKON LAND DESIGN

DATE: 1/2024



2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
F: (208) 398-8105

WWW.SAWTOOTHLS.COM

DWG #
121341-EX

PROJECT#
121341

SHEET
2 OF 2