

ESMT-2023-0138 Meridian Movado Village
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20____, between C4 Investments, LLC And 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 Sept. 22, 2023
Date

before me, Shirley Ahumada "Notary Public"
Here Insert Name and Title of the Officer

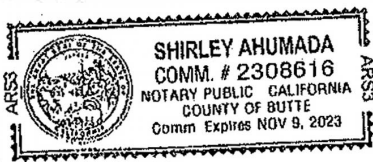
personally appeared Peter Leonard

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.



Place Notary Seal and/or Stamp Above

Signature

Shirley Ahumada

Signature of Notary Public

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 #1

Document Date: 9/22/2023

Number of Pages: 5

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

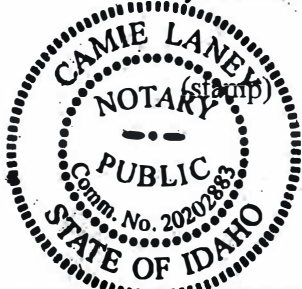
☐ Other: _____

Signer is Representing: _____

GRANTOR: C4 Investments LLC

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 10/9-2023 (date) by Jim Conger (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 CH Investments 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 10-17-2023

Attest by Chris Johnson, City Clerk 10-17-2023

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

This record was acknowledged before me on 10-17-2023 (date) 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: _____

EXHIBIT A



Sawtooth Land Surveying, LLC

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

30-Foot City of Meridian Utility Easement Legal Description

BASIS OF BEARING is South $89^{\circ}13'35''$ 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 of said Section 21;

Thence South $89^{\circ}13'35''$ East, coincident with the north line of said N1/2 of the NE1/4, a distance of 703.00 feet;

Thence South $00^{\circ}11'04''$ 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 $00^{\circ}11'04''$ West, coincident with the east boundary of Movado Apartments Subdivision, as shown in Book 119 of Plats, at Page 18449-18452, Ada County Records, 157.41 feet to the **POINT OF BEGINNING**;

Thence South $89^{\circ}13'35''$ East, parallel with said north line, 333.22 feet;

Thence North $71^{\circ}29'32''$ East, 38.22 feet to the beginning of a non-tangent curve to the left;

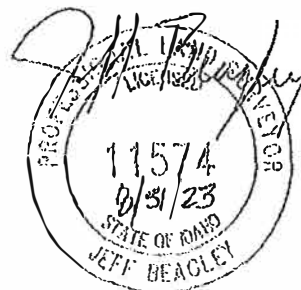
Thence 37.02 feet along the arc of said curve, having a radius of 321.00 feet, with a central angle of $6^{\circ}36'30''$, subtended by a chord bearing South $17^{\circ}52'55''$ East, 37.00 feet;

Thence South $71^{\circ}29'32''$ West, 22.90 feet;

Thence North $89^{\circ}13'35''$ West, parallel with said north line, 359.20 feet to said east boundary;

Thence North $00^{\circ}11'04''$ East, coincident with said east boundary, 30.00 feet to the **POINT OF BEGINNING**.

The above described easement contains 0.26 acres, more or less.



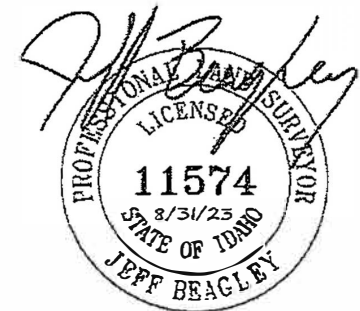
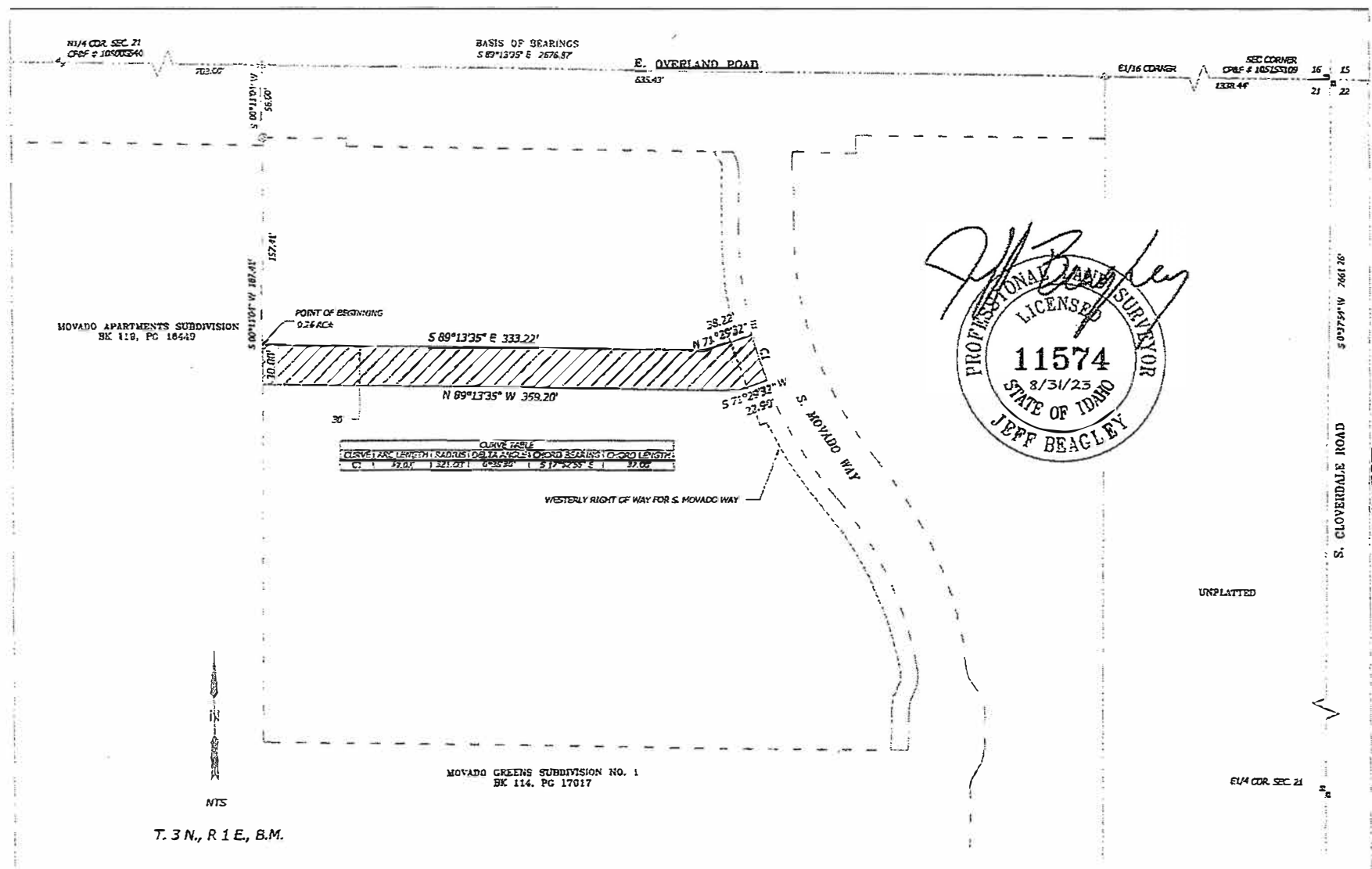


EXHIBIT B



T. 3 N., R. 1 E., B. M.

PROJECT: 30-FOOT 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: 8/2023	 2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM	DWG # 121341-EX PROJECT # 121341 SHEET 1 OF 1
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