

ESMT-2023-0112
St. Lukes Consolidated Service Center
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 17th day of October 2023 between Meridian BC Holdings 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.

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: Meridian BC Holdings LP

Aaron R Lake

STATE OF WASHINGTON)

) ss

County of Spokane)

This record was acknowledged before me on 9/7/2023 by Aaron R Lake on behalf of AT GP/M LLC, the Manager of ATSAW GP, LLC, the General Partner of Meridian BC Holdings LP, in the following representative capacity: Manager



Keri A Gardner
Notary Signature
My Commission Expires: 4-19-2027

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.

Notary Signature
My Commission Expires: _____



June 19, 2023
Project No. 122155

EXHIBIT A

MERIDIAN BC HOLDINGS LP- BLACK CAT PROJECT
BUILDING D - SEWER / WATER EASEMENTS

Sewer / Water Easement No. 1

An easement located in the Southeast Quarter of the Northeast Quarter of Section 16, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Section Corner common to Sections 9, 10, 15 and 16 of said Township 3 North, Range 1 West, (from which point the East One Quarter Corner of said Section 16 bears South 00° 43' 09" West, 2657.26 feet distant);

Thence from said Section Corner, South 00° 43' 09" West, a distance of 1328.57 feet on the East line of said Section 16 to the North 1/16th Corner common to Sections 15 and 16 of said Township 3 North, Range 1 West;

Thence North 89°23'16" West, a distance of 995.89 feet on the east-west 1/16th Section line of the Northeast Quarter of said Section 16, said line also being the northerly boundary line of Parcel "B", as shown on Record of Survey number 13698 of Ada County Records, to the northeast corner of Parcel A of said Record of Survey number 13698;

Thence South 00°29'04" West, a distance of 65.50 feet on the boundary line common to said Parcels A and B to the POINT OF BEGINNING;

Thence continuing on said common boundary line, South 00° 29' 04" West, a distance of 30.00 feet;

Thence North 89° 23' 16" West, a distance of 20.00 feet;

Thence North 00° 29' 04" East, a distance of 30.00 feet;

Thence South 89° 23' 16" East, a distance of 20.00 feet to a point on said common boundary line and the POINT OF BEGINNING.

The above described parcel contains 600 square feet more or less.

TOGETHER WITH:

Sewer / Water Easement No. 2

An easement located in the Southeast Quarter of the Northeast Quarter of Section 16, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Section Corner common to Sections 9, 10, 15 and 16 of said Township 3 North, Range 1 West, (from which point the East One Quarter Corner of said Section 16 bears South 00° 43' 09" West, 2657.26 feet distant);

Thence from said Section Corner, South 00° 43' 09" West, a distance of 2449.99 feet on the East line of said Section 16;

Thence North 89°16'51" West, a distance of 393.00 feet to the southeast corner of Parcel "B", as shown on said Record of Survey No. 13698 of Ada County Records;

Thence North 89°16'51" West, a distance of 35.80 feet on the southerly boundary line of said Parcel "B" to the POINT OF BEGINNING;

Thence South 00° 29' 07" West, a distance of 14.44 feet;

Thence South 40° 37' 32" West, a distance of 92.24 feet;

Thence North 49° 22' 25" West, a distance of 1.00 feet;

Thence North 47° 27' 52" West, a distance of 19.01 feet;

Thence North 40° 37' 32" East, a distance of 84.30 feet;

Thence North 00° 29' 07" East, a distance of 7.21 feet to a point on said southerly boundary line;

Thence South 89° 16' 51" East, a distance of 20.00 feet on said southerly boundary line to the POINT OF BEGINNING.

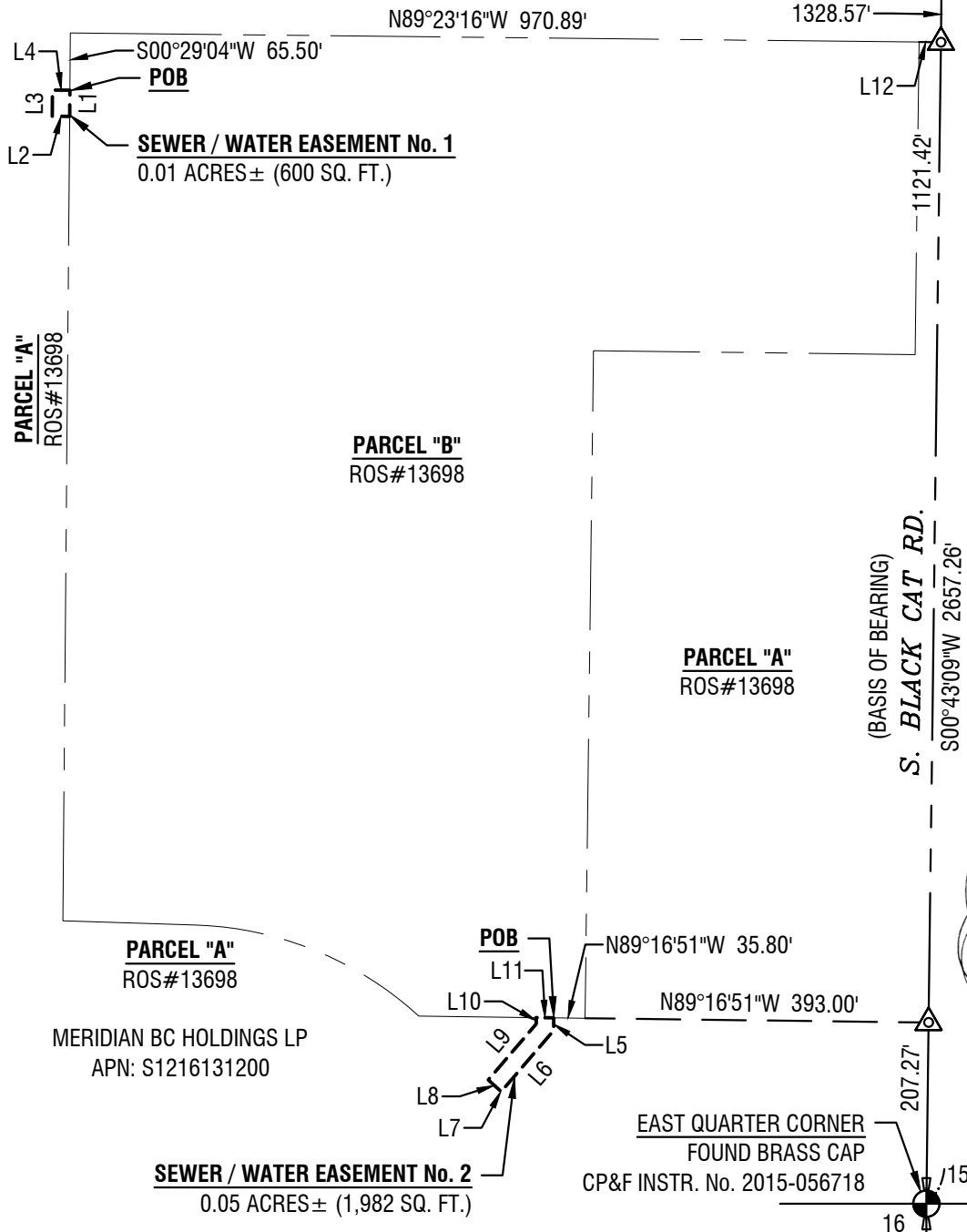
The above described parcel contains 1, 982 square feet more or less.

PREPARED BY:
THE LAND GROUP, INC.

James R. Washburn



SECTION CORNER
 FOUND ALUMINUM CAP
 PER CP&F #2018-016068



Line Table		
LINE	BEARING	LENGTH
L1	S00°29'04"W	30.00'
L2	N89°23'16"W	20.00'
L3	N00°29'04"E	30.00'
L4	S89°23'16"E	20.00'
L5	S00°29'07"W	14.44'
L6	S40°37'32"W	92.24'
L7	N49°22'25"W	1.00'
L8	N47°27'52"W	19.01'
L9	N40°37'32"E	84.30'
L10	N00°29'07"E	7.21'
L11	S89°16'51"E	20.00'
L12	N89°23'16"W	25.00'

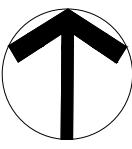
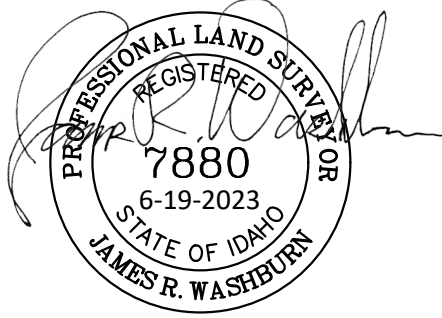


Exhibit "B"
 Horizontal Scale: 1" = 200'

Project No.: 122155
 Date of Issuance: 6-19-2023

File Location: g:\2022\122155\cad\survey\exhibits\ex 230615.comss and wtr esmt-meridian bc holdings llc 122155.dwg
 Last Plotted By: alex major
 Date Plotted: Monday, June 19 2023 at 01:44 PM



Sewer / Water Easement
City of Meridian
Building D