

Project Name (Subdivision):

Rackham Subdivision

Sanitary Sewer & Water Main Easement Number:

Identify this Easement by sequential number if Project contains more than one easement of this type.
(See Instructions for additional information).

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of _____ 20__ between
BVABC Eagle View, 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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:

BVABC Eagle View, LLC
By: BV Management Services, Inc., the Executive Manager

By:

Cortney Liddiard, President

STATE OF IDAHO)

) ss

County of Bonneville)

This record was acknowledged before me on 8-7-2020 (date) by Cortney Liddiard (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 BVABC Eagle View, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: President of the Executive Manager (type of authority such as officer or trustee)

(stamp)



Brandi Love

Notary Signature

My Commission Expires: 4-12-2026

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.

(stamp)

Notary Signature

My Commission Expires:_____

Date: July 20, 2020
Project: ID-1336-1808
Page: 1 of 5



EXHIBIT A
DOMESTIC WATER-SANATARY SEWER EASEMENT
RACKHAM SUBDIVISION

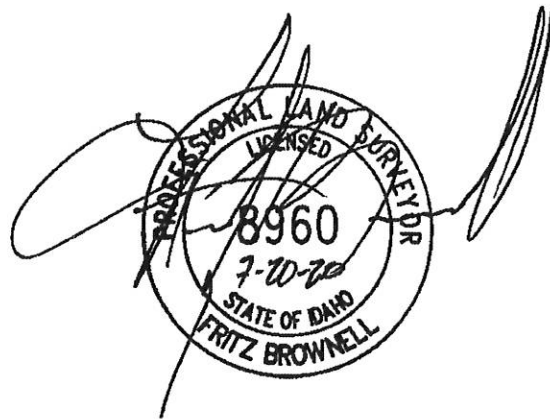
This easement is situated in a portion of the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ and the N.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 16, Township 3 North, Range 1 East of the Boise Meridian, City of Meridian, Ada County Idaho, more particularly described as follows:

BEGINNING at the southeast corner of said N.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$; thence along the south boundary of said N.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$,

- 1) N.89°14'57"W., 17.12 feet to the **POINT OF BEGINNING**; thence continuing,
- 2) N.89°14'57"W., 20.00 feet; thence leaving said south boundary,
- 3) N.00°07'15"W., 25.42 feet; thence,
- 4) N.23°00'25"W., 14.86 feet; thence,
- 5) S.19°04'47"W., 41.10 feet to a point on the south boundary of said N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$; thence along said south boundary,
- 6) N.89°14'57"W., 21.17 feet; thence leaving said south boundary,
- 7) N.19°47'33"E., 31.51 feet; thence,
- 8) S.87°34'14"W., 315.89 feet; thence,
- 9) S.88°34'54"W., 324.04 feet; thence,
- 10) N.89°14'57"W., 150.10 feet; thence,
- 11) N.47°43'38"W., 64.14 feet; thence,
- 12) N.42°08'32"E., 20.00 feet; thence,

Date: July 20, 2020
Project: ID-1336-1808
Page: 2 of 5

- 13) S.47°43'38"E., 64.39 feet; thence,
- 14) N.88°34'54"E., 330.71 feet; thence,
- 15) N.00°37'01"E., 192.13 feet; thence,
- 16) N.89°06'48"W., 17.87 feet; thence,
- 17) N.00°22'14"W., 20.01 feet; thence,
- 18) S.89°06'48"E., 18.21 feet; thence,
- 19) N.00°37'01"E., 29.33 feet; thence,
- 20) S.89°47'13"E., 20.00 feet; thence,
- 21) S.00°37'01"W., 240.89 feet; thence,
- 22) N.88°34'54"E., 109.17 feet; thence,
- 23) N.87°34'14"E., 320.85 feet; thence,
- 24) N.00°45'03"E., 153.99 feet; thence,
- 25) N.89°18'43"W., 22.41 feet; thence,
- 26) N.00°45'03"E., 20.00 feet; thence,
- 27) S.89°18'43"E., 22.41 feet; thence,
- 28) N.00°45'03"E., 96.90 feet; thence,
- 29) N.89°14'57"W., 22.40 feet; thence,
- 30) N.00°45'03"E., 20.00 feet; thence,
- 31) S.89°14'57"E., 22.40 feet; thence,
- 32) N.00°45'03"E., 77.53 feet; thence,
- 33) N.89°14'57"W., 22.40 feet; thence,



Date: July 20, 2020
Project: ID-1336-1808
Page: 3 of 5



- 34) N.00°45'03"E., 20.00 feet; thence,
- 35) S.89°14'57"E., 22.26 feet; thence,
- 36) N.00°55'36"E., 329.95 feet; thence,
- 37) N.88°20'45"W., 25.90 feet; thence,
- 38) N.01°39'15"E., 20.00 feet; thence,
- 39) S.88°20'45"E., 37.77 feet; thence,
- 40) N.01°36'29"E., 87.45 feet; thence,
- 41) N.88°21'38"W., 39.97 feet; thence,
- 42) N.01°38'22"E., 20.00 feet; thence,
- 43) S.88°21'38"E., 39.96 feet; thence,
- 44) N.01°36'29"E., 79.51 feet to a point on the southerly right-of-way of Interstate 84;
thence along said right-of-way,
- 45) N.82°19'49"E., 20.27 feet; thence leaving said right-of-way,
- 46) S.01°36'29"W., 210.25 feet; thence,
- 47) N.88°20'45"W., 11.89 feet; thence,
- 48) S.00°55'36"W., 263.28 feet; thence,
- 49) S.89°14'57"E., 27.78 feet; thence,
- 50) S.00°45'03"W., 11.90 feet; thence,
- 51) S.89°08'48"E., 257.55 feet; thence,
- 52) N.00°45'03"E., 12.36 feet; thence,
- 53) S.89°14'57"E., 17.35 feet; thence,

- 54) N.00°48'41"E., 11.18 feet; thence,
- 55) S.89°09'02"E., 20.00 feet; thence,
- 56) S.00°48'41"W., 11.15 feet; thence,
- 57) S.89°14'57"E., 272.36 feet; thence,
- 58) N.00°02'39"W., 11.38 feet; thence,
- 59) N.14°42'29"W., 444.28 feet; thence,
- 60) N.06°50'42"W., 100.83 feet to a point on said right-of-way; thence along said right-of-way,
- 61) N.82°19'49"E., 20.00 feet; thence leaving said right-of-way,
- 62) S.06°50'41"E., 102.29 feet; thence,
- 63) N.75°17'31"E., 12.18 feet; thence,
- 64) S.14°42'29"E., 20.00 feet; thence,
- 65) S.75°17'31"W., 11.83 feet; thence,
- 66) S.14°42'29"E., 422.95 feet; thence,
- 67) S.00°02'39"E., 25.33 feet; thence,
- 68) S.89°08'48"E., 7.97 feet; thence,
- 69) S.00°02'39"E., 21.85 feet; thence,
- 70) N.89°08'48"W., 611.54 feet; thence,
- 71) S.00°45'03"W., 13.77 feet; thence,
- 72) S.89°32'10"E., 10.00 feet; thence,
- 73) S.00°45'03"W., 20.00 feet; thence,
- 74) N.89°32'10"W., 10.00 feet; thence,



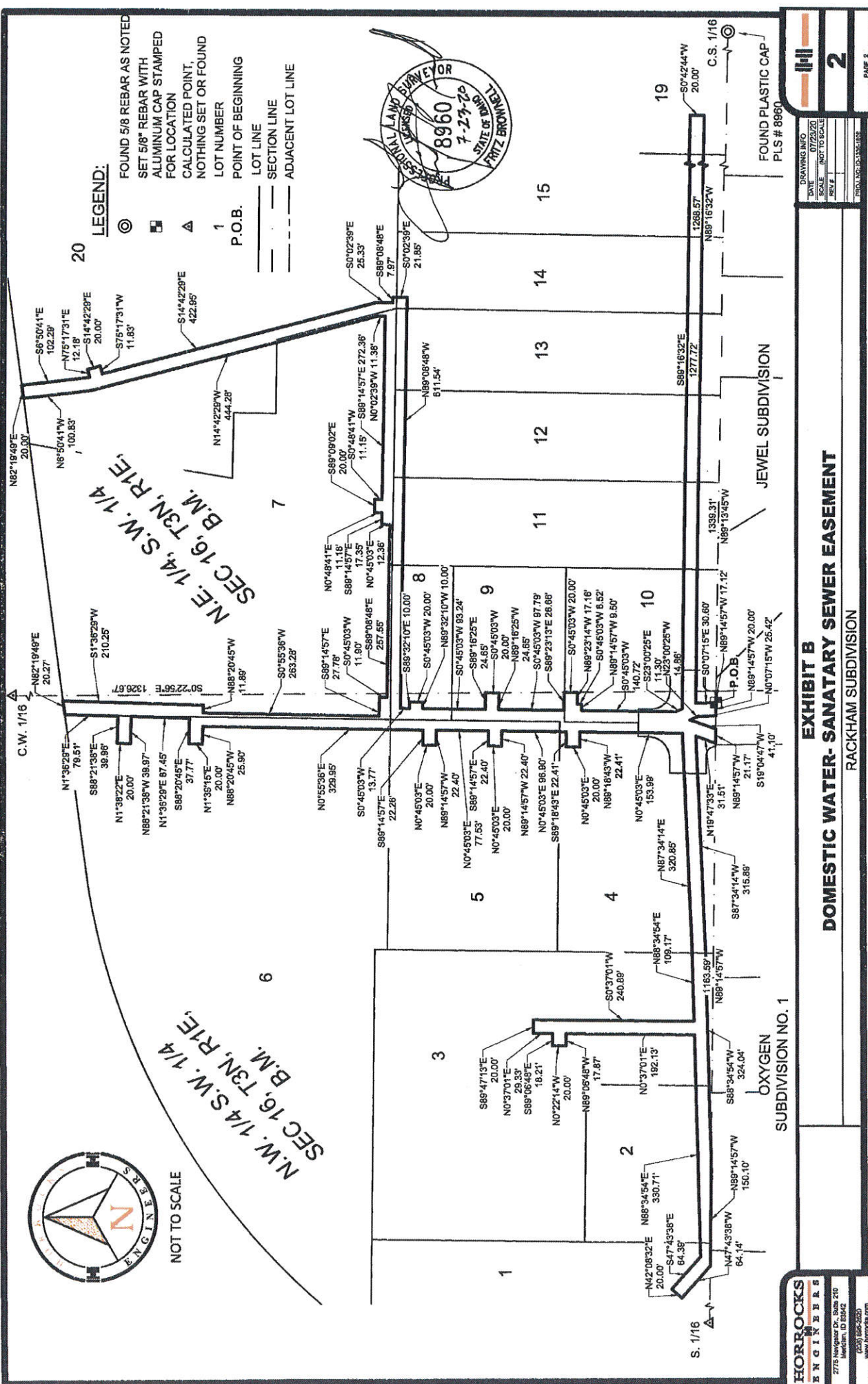
Date: July 20, 2020
Project: ID-1336-1808
Page: 5 of 5

- 75) S.00°45'03"W., 93.25 feet; thence,
- 76) S.89°16'25"E., 24.65 feet; thence,
- 77) S.00°45'03"W., 20.00 feet; thence,
- 78) N.89°16'25"W., 24.65 feet; thence,
- 79) S.00°45'03"W., 97.79 feet; thence,
- 80) S.89°23'13"E., 26.66 feet; thence,
- 81) S.00°45'03"W., 20.00 feet; thence,
- 82) N.89°23'14"W., 17.16 feet; thence,
- 83) S.00°45'03"W., 6.52 feet; thence,
- 84) N.89°14'57"W., 9.50 feet; thence,
- 85) S.00°45'03"W., 140.72 feet; thence,
- 86) S.23°00'25"E., 11.30 feet; thence,
- 87) S.89°16'32"E., 1277.72 feet; thence,
- 88) S.00°42'44"W., 20.00 feet; thence,
- 89) N.89°16'32"W., 1268.57 feet; thence,
- 90) S.00°07'15"E., 30.61 feet to the **POINT OF BEGINNING.**





NOT TO SCALE



LEGEND:

- FOUND 5/8 REBAR AS NOTED
- SET 5/8" REBAR WITH ALUMINUM CAP STAMPED FOR LOCATION
- CALCULATED POINT, NOTHING SET OR FOUND
- LOT NUMBER
- P.O.B. POINT OF BEGINNING
- LOT LINE
- SECTION LINE
- ADJACENT LOT LINE

HORROCKS ENGINEERS

2775 Nequage Dr., Suite 210
Hawarden, IL 60142
(815) 666-3933
www.horrockse.com

EXHIBIT B

DOMESTIC WATER-SANITARY SEWER EASEMENT

RACKHAM SUBDIVISION

2

PAGE 2