

Project Name (Subdivision):

Northpoint Recovery Center

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 10th day of August 2021 between Pine 43 Holdings, 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 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.

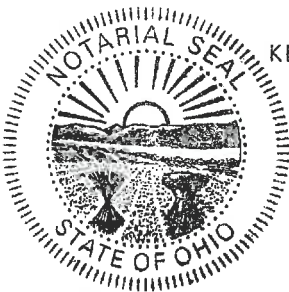
IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR:



STATE OF ^{OHIO} ~~IDAHO~~)
^{Hamilton}) ss
County of ~~Ada~~)

This record was acknowledged before me on July 21, 2021 (date) by Jason Pondabush (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 Pine43 Holdings, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)



KELLEY JO KONIECZKO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-22-2022
Recorded in
Warren County


Notary Signature
My Commission Expires: April 22, 2022

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 8-10-2021

Attest by Chris Johnson, City Clerk 8-10-2021

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 8-10-2021 (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: 3-28-2022

July 11, 2021

EXHIBIT A
WATER & SEWER MAIN EASEMENT LEGAL DESCRIPTION

A parcel of land located in the NW1/4 of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Idaho, and being and comprising a portion of Pine 43 Parcel B as shown on Amended Record of Survey No. 12629, Instrument No. 2020-168182 recorded on December 7, 2020 in the Office of the Ada County Recorder, and being more particularly described as follows:

COMMENCING at a found 2.5" aluminum cap stamped "PLS 7880" for the C1/4 Corner of said Section 8, (Corner Monument Record 2019-055315), **WHENCE** a found 3.5" brass cap for the E1/4 Corner of said Section 8, (Corner Monument Record 2020-052069), bears South 89°54'47" East a distance of 2615.03 feet;

THENCE North 00°33'41" East a distance of 45.21 feet to a found 5/8" rebar and yellow plastic cap stamped "JUB PLS 16642" a point conterminous with the northerly Right of Way line of E. Pine Avenue and identical to the southeast corner of said Pine 43 Parcel B;

THENCE coincident with the easterly line of said Pine 43 Parcel B, North 00°31'03" East a distance of 116.01 feet;

THENCE leaving said easterly line of said Pine 43 Parcel B, North 89°33'58" West a distance of 8.47 feet to the **POINT OF BEGINNING**;

THENCE North 89°33'58" West a distance of 28.93 feet;

THENCE North 00°26'02" East a distance of 20.00 feet;

THENCE South 89°33'58" East a distance of 8.93 feet;

THENCE North 00°26'02" East a distance of 162.11 feet;

THENCE North 90°00'00" West a distance of 142.47 feet;

THENCE North 0°0'02" East a distance of 79.74 feet conterminous with the northerly line of said Pine 43 Parcel B;

THENCE coincident with said northerly line of said Pine 43 Parcel B, South 89°34'23" East a distance of 32.38 feet;

THENCE leaving said northerly line of said Pine 43 Parcel B, South 00°00'00" West a distance of 59.50 feet;

THENCE North 90°00'00" East a distance of 130.24 feet;

THENCE South 00°26'02" West a distance of 202.26 feet to the **POINT OF BEGINNING**.

The above described parcel contains 9003.40 square feet or 0.21 acres, more or less.

The basis of bearing for this parcel is South 89°54'47" East between the Center 1/4 corner and the East 1/4 corner of said Section 8.

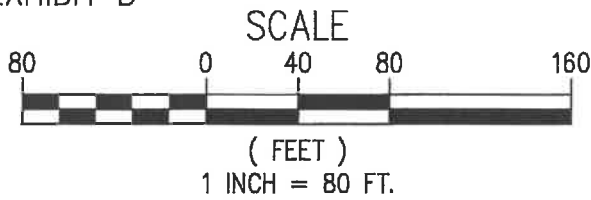
Robert Gromatzky, P.L.S.

License No. 17216

End of Description



EXHIBIT B



PARCEL 3
RECORD OF SURVEY NO. 11291
INSTRUMENT NO. 2018-024368
MARCH 19, 2018

WATER & SEWER MAIN EASEMENT
9,003 SQ FT
0.21 ACRES

AMENDED RECORD OF SURVEY NO. 12629
INSTRUMENT NO. 2020-168182

WATER MAIN EASEMENT
5,106 SQ FT
0.12 ACRES

E. STATE AVENUE

PLAT OF
GEMTONE CENTER NO. 5
BK. 90, PG 10575

BLOCK 5
LOT 2



5/8" REBAR AND CAP
JUB 11334

LOT 1

E. PINE AVENUE

2.5" ALUMINUM CAP
C1/4 SEC. 8, T. 3 N., R. 1 E.
PLS 7880
CORNER RECORD 2019-055315

BASIS OF BEARINGS

3.5" BRASS CAP
E1/4 SEC. 8, T.
3 N., R. 1 E.
CORNER RECORD
2020-052069

PARCEL 1
RECORD OF SURVEY NO. 8926
INSTRUMENT NO. 111014366
FEBRUARY 15, 2011

PLAT OF
GEMTONE CENTER NO. 5
BK. 90, PG 10575
LOT 1
BLOCK 6

SHEET NUMBER

3 of 3

EXHIBIT FOR WATER LINE EASEMENTS

NORTHPOINT
NORTHPOINT

DRAWING INFO

B0000193.00

LEGALS_7-10-21

1"=80'

SHEET INFO

DRAWN RG

CHECKED RG

LAST EDIT 7/13/2021

PLOT DATE

NV5

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