

ESMT-2022-0264

Pine 43, Fairview Commercial

Sanitary Sewer & Water Main Easement Number:

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 7th day of February 20²³ between
DRB Investments, 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:

Dr. Rakesh AS MANAGER OF PRIZ INVESTMENTS, LLC

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 12-5-2022 (date) by DAVIS M. BAKER (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 DRB INVESTMENTS, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: MANAGER (type of authority such as officer or trustee)



Notary Signature _____
My Commission Expires: 12-24-2025

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-7-2023

Attest by Chris Johnson, City Clerk 2-7-2023

STATE OF IDAHO,)

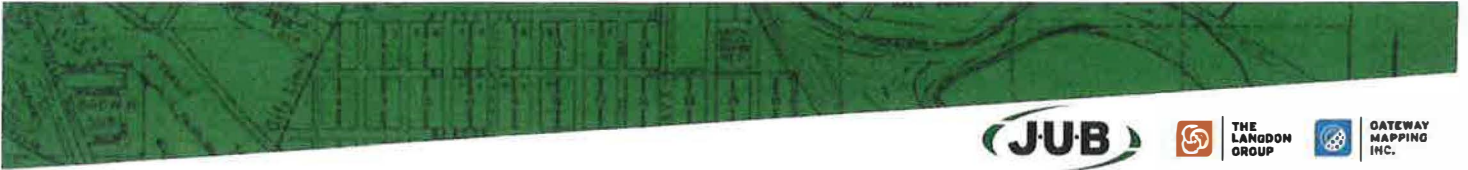
ss.

County of Ada)

This record was acknowledged before me on 2-7-2023 (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: _____



J-U-B FAMILY OF COMPANIES

EXHIBIT "A"

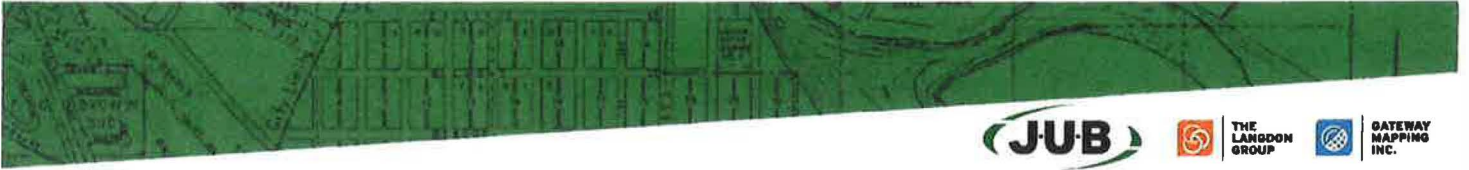
DRB INVESTMENTS, LLC CITY OF MERIDIAN 30-FOOT-WIDE SEWER AND WATER EASEMENT LEGAL DESCRIPTION

That portion of the Northeast Quarter of the Northwest Quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at an Aluminum cap marking the north quarter corner of said Section 8, from which a Brass cap marking the northwest corner of said Section 8 bears North 89°59'19" West, 2,652.60 feet; Thence along a random line, South 41°55'08" West, 292.76 feet to the easterly boundary of Parcel 2, as shown in that certain Record of Survey No. 11291, recorded under Instrument No. 2018-024368, Records of Ada County, said point also being the **POINT OF BEGINNING** of the easement to be described;

Thence N 89°33'01" W, 140.39 feet;
Thence N 00°26'59" E, 5.50 feet;
Thence N 89°33'01" W, 10.00 feet;
Thence S 00°26'59" W, 5.50 feet;
Thence N 89°33'01" W, 105.69 feet;
Thence N 00°26'59" E, 7.40 feet;
Thence N 89°33'01" W, 15.00 feet;
Thence S 00°26'59" W, 7.40 feet;
Thence N 89°33'01" W, 187.04 feet;
Thence N 00°26'59" E, 5.00 feet;
Thence N 89°33'01" W, 10.00 feet;
Thence S 00°26'59" W, 5.00 feet;
Thence N 89°33'01" W, 52.52 feet;
Thence S 60°37'15" W, 64.71 feet;
Thence S 43°25'41" E, 30.93 feet;
Thence N 60°37'15" E, 49.21 feet;
Thence S 89°33'01" E, 179.52 feet;
Thence S 00°26'59" W, 11.50 feet;
Thence S 89°33'01" E, 10.00 feet;
Thence N 00°26'59" E, 11.50 feet;
Thence S 89°33'01" E, 193.75 feet;
Thence S 00°26'59" W, 11.50 feet;
Thence S 89°33'01" E, 10.00 feet;
Thence N 00°26'59" E, 11.50 feet;
Thence S 89°33'01" E, 119.34 feet;
Thence N 00°30'23" E, 30.00 feet to the **POINT OF BEGINNING** and the end of this easement description.

Containing 17,653.62 square feet or 0.41 acres of land, more or less.



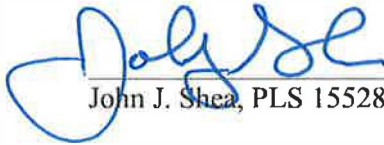
THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of John J. Shea, PLS, all professional liability associated with this document is hereby declared null and void.



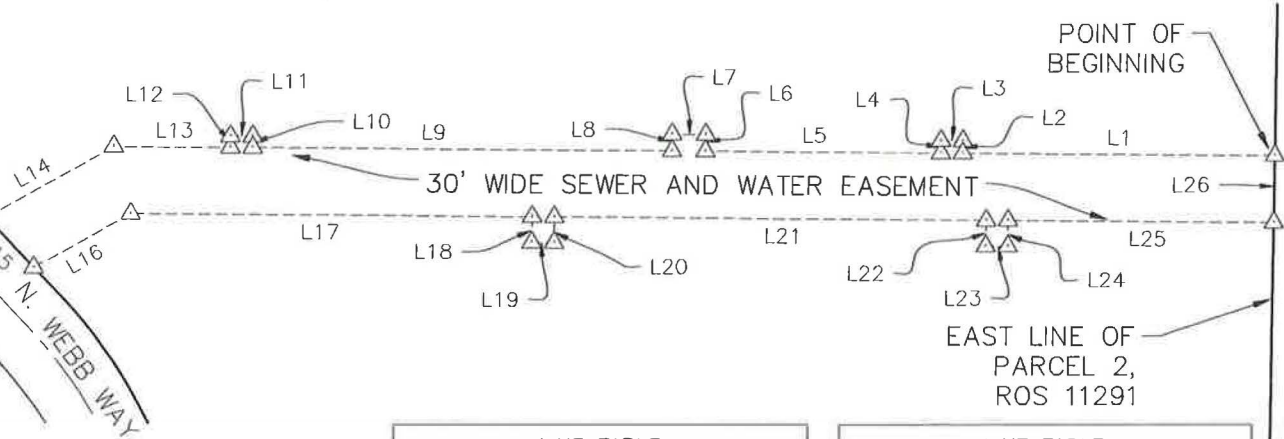
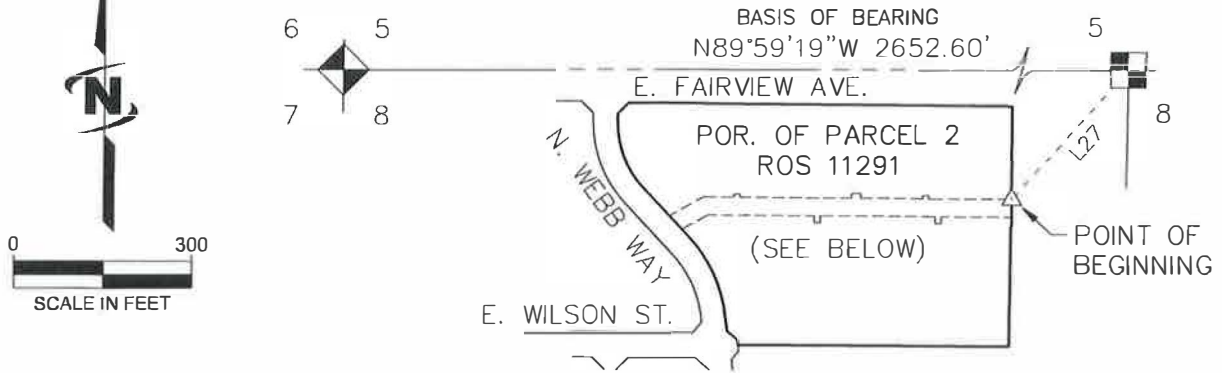
John J. Shea, PLS 15528

12-06-2022

Date



EXHIBIT "B"



LINE TABLE		
NO.	BEARING	DIST.
L1	N89°33'01"W	140.39'
L2	N00°26'59"E	5.50'
L3	N89°33'01"W	10.00'
L4	S00°26'59"W	5.50'
L5	N89°33'01"W	105.69'
L6	N00°26'59"E	7.40'
L7	N89°33'01"W	15.00'
L8	S00°26'59"W	7.40'
L9	N89°33'01"W	187.04'
L10	N00°26'59"E	5.00'
L11	N89°33'01"W	10.00'
L12	S00°26'59"W	5.00'
L13	N89°33'01"W	52.52'
L14	S60°37'15"W	64.71'

LINE TABLE		
NO.	BEARING	DIST.
L15	S43°25'41"E	30.93'
L16	N60°37'15"E	49.21'
L17	S89°33'01"E	179.52'
L18	S00°26'59"W	11.50'
L19	S89°33'01"E	10.00'
L20	N00°26'59"E	11.50'
L21	S89°33'01"E	193.75'
L22	S00°26'59"W	11.50'
L23	S89°33'01"E	10.00'
L24	N00°26'59"E	11.50'
L25	S89°33'01"E	119.34'
L26	N00°30'23"E	30.00'
L27	S41°55'08"W	292.76'

