

Project Name (Subdivision):

TMX MOB

Sanitary Sewer Easement Number: 1

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

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this ____ day of _____, 2020, between BVASB Ten Mile Medical Office Building LLC, SCS Investments LLC, DWT Investments LLC and The Tomlinson Family Trust (collectively "Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer 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 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 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.

End of Text; Signatures on Following Pages

BVASB TEN MILE MEDICAL OFFICE BUILDING LLC,
an Idaho limited liability company

By its Executive Managers

BV Management Services, Inc., an Idaho corporation

By: 
Cortney Liddiard, President

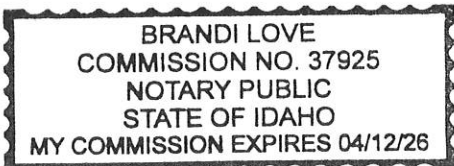
Brighton Corporation, an Idaho corporation

By: _____
Robert L. Phillips, President

STATE OF Idaho)
:ss.
COUNTY OF Bonneville)

On this 23rd day of November, 2020, before me, the undersigned, a notary public in and for said State, personally appeared Cortney Liddiard known or identified to me to be the President of BV Management Services, Inc. the Executive Manager of BVASB Ten Mile Medical Office Building LLC, and acknowledged to me that such corporation and limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Brandi Love
Notary Public for Idaho
My commission expires: 4-12-2026

~~STATE OF IDAHO)
:ss.
COUNTY OF _____)~~

~~On this ___ day of _____, 2020, before me, the undersigned, a notary public in and for said State, personally appeared _____ known or identified to me to be the President of _____, the Executive Manager of BVASB Ten Mile Medical Office Building LLC, and acknowledged to me that such corporation and limited liability company executed the same.~~

~~IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.~~

~~_____
Notary Public for _____
My commission expires: _____~~

BVASB TEN MILE MEDICAL OFFICE BUILDING LLC,
an Idaho limited liability company

By its Executive Managers

BV Management Services, Inc., an Idaho corporation

By: _____
Cortney Liddiard, President

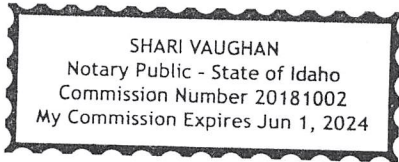
Brighton Corporation, an Idaho corporation

By: _____
Robert L. Phillips, President

STATE OF Idaho)
) :ss.
COUNTY OF Ada)

On this 18th day of November, 2020, before me, the undersigned, a notary public in and for said State, personally appeared Robert L. Phillips known or identified to me to be the President of Brighton Corporation, the Executive Manager of BVASB Ten Mile Medical Office Building LLC, and acknowledged to me that such corporation and limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Shari Vaughan
Notary Public for Idaho
My commission expires: 6-1-2024

STATE OF IDAHO)
) :ss.
COUNTY OF _____)

On this ___ day of _____, 2020, before me, the undersigned, a notary public in and for said State, personally appeared _____ known or identified to me to be the President of _____, the Executive Manager of BVASB Ten Mile Medical Office Building LLC, and acknowledged to me that such corporation and limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for _____
My commission expires: _____

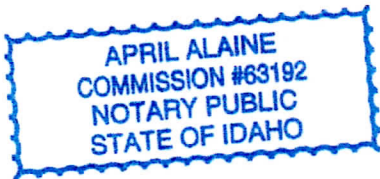
SCS INVESTMENTS LLC
an Idaho limited liability company

By: *Michael A. Hall*
Michael A. Hall, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 18 day of November, in the year of 2020, before me a Notary Public of said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS Investments LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



April Alaine
Notary Public for Idaho
My Commission expires March 5, 2026

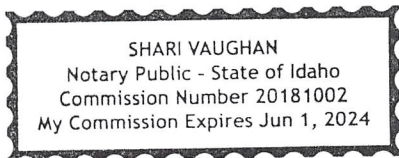
DWT INVESTMENTS LLC
an Idaho limited liability company

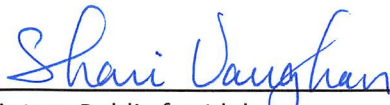
By: Brighton Corporation, an Idaho corporation, Manager

By: 
Robert L. Phillips, President

STATE OF IDAHO)
 : ss.
County of Ada)

This record was acknowledged before me on November 18, 2020, by Robert L. Phillips, as the President of Brighton Corporation, an Idaho corporation, manager of DWT Investments LLC, an Idaho limited liability company.




Notary Public for Idaho
My Commission expires 6-1-2024

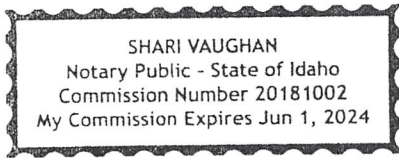
THOMAS W. TOMLINSON ADMINISTRATIVE TRUST
UNDER THE TOMLINSON FAMILY TRUST 4/7/1982

By: _____
Mark W. Lindsay, Co-Trustee

By: *[Signature]*
David W. Turnbull, Co-Trustee

STATE OF IDAHO)
 : ss.
County of Ada)

This record as acknowledged before me on November 18th, 2020,
by David W. Turnbull, on behalf of the Thomas W. Tomlinson Administrative Trust Under the
Tomlinson Family Trust dated 4/7/1982, in the representative capacity of Co-Trustee.



Shari Vaughan
Notary Public for Idaho
My Commission expires 6-1-2024

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)
 : ss.
County of San Diego)~~

~~On _____, before me, _____
(Insert name and title of the officer)~~

~~personally appeared Mark W. Lindsay, who proved to me on the basis of satisfactory evidence to
be the person whose name is subscribed to the within instrument and acknowledged to me that
he executed the same in his capacity of Co-Trustee, and that by his signature on the instrument,
the trust upon behalf of which the person 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.~~

~~Signature _____ (seal)~~

THOMAS W. TOMLINSON ADMINISTRATIVE TRUST
UNDER THE TOMLINSON FAMILY TRUST 4/7/1982

By: Mark W. Lindsay
Mark W. Lindsay, Co-Trustee

By: _____
David W. Turnbull, Co-Trustee

STATE OF IDAHO)
 : ss.
County of Ada)

This record as acknowledged before me on _____, 2020,
by David W. Turnbull, on behalf of the Thomas W. Tomlinson Administrative Trust Under the
Tomlinson Family Trust dated 4/7/1982, in the representative capacity of Co-Trustee.

Notary Public for Idaho
My Commission expires _____

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)
 : ss.
County of San Diego)

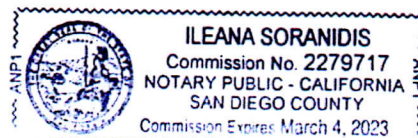
On November 19, 2020, before me, Ileana Soranidis, Notary Public
(Insert name and title of the officer)

personally appeared Mark W. Lindsay, who proved to me on the basis of satisfactory evidence to
be the person whose name is subscribed to the within instrument and acknowledged to me that
he executed the same in his capacity of Co-Trustee, and that by his signature on the instrument,
the trust upon behalf of which the person 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.

Signature Ileana Soranidis (seal)



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: November 3, 2020
Project: ID-1433-1810
Page: 1 of 2

EXHIBIT "A"
TMX MOB SEWER EASEMENT

This Easement is in a portion of Parcels A, D, E, and G of Record of Survey No. 11,866, Instrument # 2019-049209, records of Ada county, and is located in the S.W. ¼ of Section 14, Township 3 North, Range 1 West of the Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a 5/8" rebar with plastic cap stamped PLS # 8960 marking the southeast corner of Parcel D of said Record of Survey No. 11,866; thence along the east boundary of said Parcel D,

- 1) N.00°50'32"E., 24.26 feet to the **POINT OF BEGINNING**; thence leaving said east boundary,
- 2) N.89°11'04"W., 17.14 feet; thence,
- 3) S.47°57'28"W., 65.30 feet; thence,
- 4) N.89°11'04"W., 359.58 feet; thence,
- 5) S.55°51'55"W., 47.11 feet; thence,
- 6) N.34°08'05"W., 20.00 feet; thence,
- 7) N.55°51'55"E., 53.68 feet; thence,
- 8) S.89°11'04"E., 224.18 feet to the southwest corner of Parcel D of said Record of Survey No. # 11,866; thence along the south boundary of said Parcel D,
- 9) S.89°11'04"E., 133.80 feet; thence leaving said south boundary,
- 10) N.47°57'28"E., 65.08 feet; thence,

Date: November 3, 2020

Project: ID-1433-1810

Page: 2 of 2

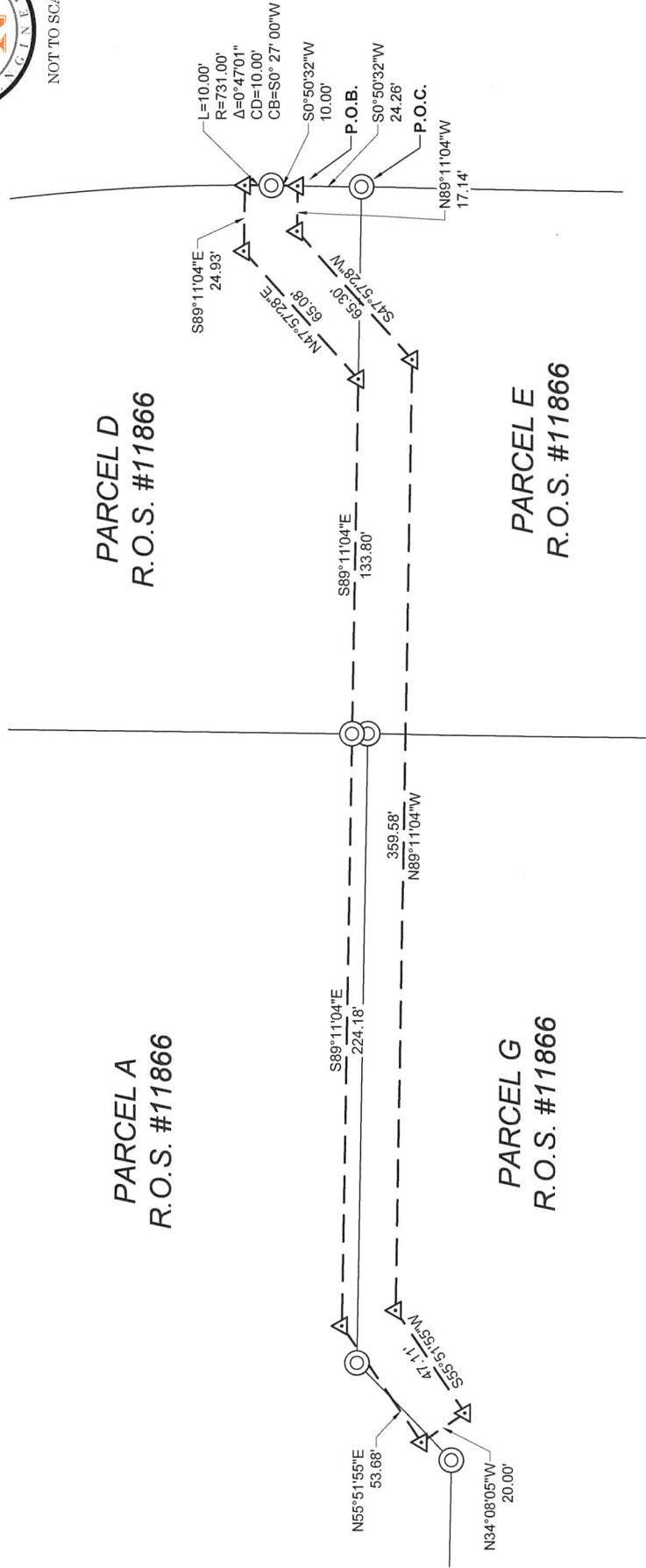
- 11) S.89°11'04"E., 24.93 feet to a point on the east boundary of Parcel D of said Record of Survey No. 11,866 and a point of curvature; thence along the east boundary of said Parcel D and a non-tangent curve to the right,
- 12) Having an arc length of 10.00 feet, a radius of 731.00 feet, through a central angle of 00°47'01" and a long chord which bears S.00° 27' 00"W., 10.00 feet; thence continuing along said east boundary,
- 13) S.00°50'32"W., 10.00 feet to the **POINT OF BEGINNING**.

EXHIBIT B

SANITARY SEWER EASEMENT
TMX MOB



NOT TO SCALE



- FOUND 5/8 REBAR & PLASTIC CAP
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- △ CALCULATED POINT

HORROCKS ENGINEERS
 001
 PAGE 001

DRAWING INFO	
DATE	11/9/20
BY	NTLS
REV #	DATE
-SEE 2nd SHEET FOR LISTING	
PROJ. NO.	PD-1433-810

EXHIBIT B
 TMX MOB WATER EASEMENT

OWNER _____ CITY _____

WARNING
 0 1/2 1
 IF THIS BAR DOES NOT MEASURE CORRECTLY, THE DRAWING IS NOT TO SCALE.

HORROCKS ENGINEERS
 2775 Nardinger Dr., Suite 210
 Merrillville, IN 46942
 (828) 885-5250
 www.horrockse.com

H:\2018\1433-810 TM Crossing MOB Hoop\Project\Drawn\Survey\08 LEGAL DESCRIPTION\SEWER EASEMENT\SEWER EASEMENT EXHIBIT B.dwg Ron Wirth 11/12/2020 7:44 AM