

Project Name (Subdivision):

Bridge Apartments

Sanitary Sewer & Water Main Easement Number:

1

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

ESMT-2023-0072

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 23rd day of May 20 23 between Meridian Centercal, L.L.C ("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:

Meridian Central, L.L.C.

[Signature]
Sean Denrison
SVP & General Counsel

STATE OF IDAHO)

) ss

County of Ada)

SEE ATTACHED

This record was acknowledged before me on _____ (date) by _____ (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 _____ (name of entity on behalf of whom record was executed), in the following representative capacity: _____ (type of authority such as officer or trustee)

(stamp)

Notary Signature
My Commission Expires: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 }
County of LOS ANGELES

On APRIL 26, 2023 before me, KATHLEEN DONLON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SEAN DENNISON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



Place Notary Seal and/or Stamp Above

Signature Kathleen Donlon
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor **5-23-2023**

Attest by Chris Johnson, City Clerk **5-23-2023**

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 5-23-2023 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature

My Commission Expires: _____



April 14, 2023
Project No.: 121015

Exhibit A
SEWER / WATER EASEMENTS
THE BRIDGE APARTMENTS
MERIDIAN CENTERCAL, LLC

EASEMENT-1

An easement located in a portion of Lot 3 of CenterCal Subdivision, recorded in Book 104 of Plats at Page 14163, Ada County records, and a portion of Parcel "B" of Record of Survey No.13558, Ada County records, situate in the Southwest Quarter of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Southwest Corner of said Section 4, (from which point the West One Quarter Corner of said Section 4 bears North 00° 10' 43" East, 2618.49 feet distant); thence on the west line of said Section 4, North 00° 10' 43" East, 322.86 feet; thence leaving said west line, South 89° 49' 17" East, 254.96 feet, to a point on an existing sewer and water easement, recorded as Instrument No. 112079721, Ada County records AND the **POINT OF BEGINNING of EASEMENT-1:**

Thence North 00° 00' 00" East, 205.49 feet;
Thence North 90° 00' 00" West, 16.96 feet;
Thence North 00° 00' 00" East, 26.00 feet;
Thence North 90° 00' 00" East, 16.96 feet;
Thence North 00° 00' 00" East, 477.04 feet;
Thence North 45° 00' 00" East, 42.47 feet;
Thence North 90° 00' 00" East, 336.91 feet;
Thence North 00° 00' 00" West, 17.51 feet;
Thence North 90° 00' 00" East, 20.00 feet;
Thence South 00° 00' 00" East, 17.51 feet;
Thence North 90° 00' 00" East, 4.80 feet, to a point on said existing sewer and water easement;
Thence on said existing sewer and water easement, South 00° 00' 00" East, 30.00 feet, to **Point "A"**;
Thence leaving said existing sewer and water easement, South 90° 00' 00" West, 349.29 feet;
Thence South 45° 00' 00" West, 17.62 feet;
Thence South 00° 00' 00" West, 729.24 feet, to a point on said existing sewer and water easement;
Thence North 42° 09' 05" West, 44.70 feet, to the **POINT OF BEGINNING of EASEMENT-1.**

The above-described easement release contains 33,924 Ft² (0.78 Acres) more or less.

TOGETHER WITH

EASEMENT-2

An easement located in a portion of Lot 10 of CenterCal Subdivision, recorded in Book 104 of Plats at Page 14163, Ada County records, situate in the Southwest Quarter of Section 4, Township 3 North,

Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at **Point "A"** as described above, thence North 33° 41' 24" East, 36.06 feet, to a point on an existing sewer and water easement, recorded as Instrument No. 112079721, Ada County records, AND the **POINT OF BEGINNING of EASEMENT-2**:

Thence North 90° 00' 00" East, 12.00 feet;
Thence South 00° 00' 00" West, 159.49 feet, to a point on said existing sewer and water easement;
Thence on said existing sewer and water easement, North 90° 00' 00" West, 12.00 feet;
Thence North 00° 00' 00" East, 159.49 feet, to **POINT OF BEGINNING of EASEMENT-2**.

The above-described easement release contains 1,914 Ft² (0.04 Acres) more or less.

TOGETHER WITH

EASEMENT-3

An easement located in a portion of Parcel "B" of Record of Survey No.13558, Ada County records, situate in the Southwest Quarter of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Southwest Corner of said Section 4, (from which point the West One Quarter Corner of said Section 4 bears North 00° 10' 43" East, 2618.49 feet distant); thence on the west line of said Section 4, North 00° 10' 43" East, 949.97 feet; thence leaving said west line, South 89° 47' 33" East, 630.51 feet, to the **POINT OF BEGINNING of EASEMENT-3**:

Thence North 90° 00' 00" East, 14.25 feet, to a point on an existing sewer and water easement, recorded as Instrument No. 112079721, Ada County records;
Thence on said existing sewer and water easement, South 00° 00' 00" East, 20.00 feet;
Thence leaving said existing sewer and water easement. North 90° 00' 00" West, 14.25 feet;
Thence North 00° 00' 00" East, 20.00 feet to the **POINT OF BEGINNING of EASEMENT-4**.

The above-described easement release contains 285 Ft² (0.01 Acres) more or less.

TOGETHER WITH

EASEMENT-4

An easement located in a portion of Parcel "B" of Record of Survey No.13558, Ada County records, situate in the Southwest Quarter of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

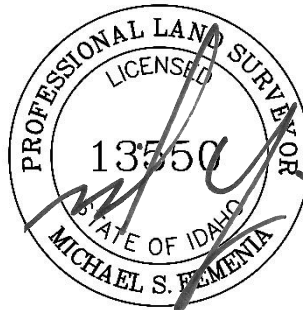
COMMENCING at the Southwest Corner of said Section 4, (from which point the West One Quarter Corner of said Section 4 bears North 00° 10' 43" East, 2618.49 feet distant); thence on the west line of

said Section 4, North 00° 10' 43" East, 582.30 feet; thence leaving said west line, South 89° 49' 17" East, 748.74 feet, to the **POINT OF BEGINNING of EASEMENT-4:**

Thence North 90° 00' 00" East, 22.80 feet to a point on an existing sewer and water easement, recorded as Instrument No. 112079721, Ada County records;
Thence on said existing sewer and water easement, South 00° 00' 00" West, 24.50 feet;
Thence leaving said existing sewer and water easement, North 90° 00' 00" West, 22.80 feet;
Thence North 00° 00' 00" East, 24.50 feet to the **POINT OF BEGINNING of EASEMENT-4.**

The above-described easement release contains 559 Ft² (0.01 Acres) more or less

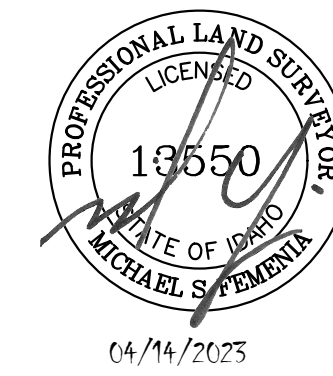
Prepared by:
The Land Group, Inc.
Michael S. Femenia, PLS



04/14/2023

Sewer / Water Easements for City of Meridian

Situate in the SW 1/4 of Section 4,
Township 3 North, Range 1 East, Boise Meridian,
City of Meridian, Ada County, Idaho
2023



Line Table		
LINE	BEARING	LENGTH
L1	N90°00'00"W	16.96'
L2	N00°00'00"E	26.00'
L3	N90°00'00"E	16.96'
L4	N45°00'00"E	42.47'
L5	N00°00'00"W	17.51'
L6	N90°00'00"E	20.00'
L7	S00°00'00"E	17.51'
L8	N90°00'00"E	4.80'
L9	S00°00'00"E	30.00'
L10	S45°00'00"W	17.62'
L11	N42°09'05"W	44.70'
L12	N33°41'24"E	36.06'
L13	S90°00'00"W	12.00'
L14	N90°00'00"E	12.00'
L15	N90°00'00"E	14.25'
L16	S00°00'00"E	20.00'
L17	N90°00'00"W	14.25'
L18	N00°00'00"E	20.00'
L19	N90°00'00"W	22.80'
L20	N00°00'00"E	24.50'
L21	N90°00'00"E	22.80'
L22	S00°00'00"E	24.50'

Sewer / Water Easements (The Bridge Apartments) City of Meridian

North Eagle Road
Meridian, ID

Revisions

1.	

Project No.: 121015
Date of Issuance: April 14, 2023
Project Milestone:

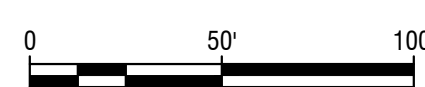
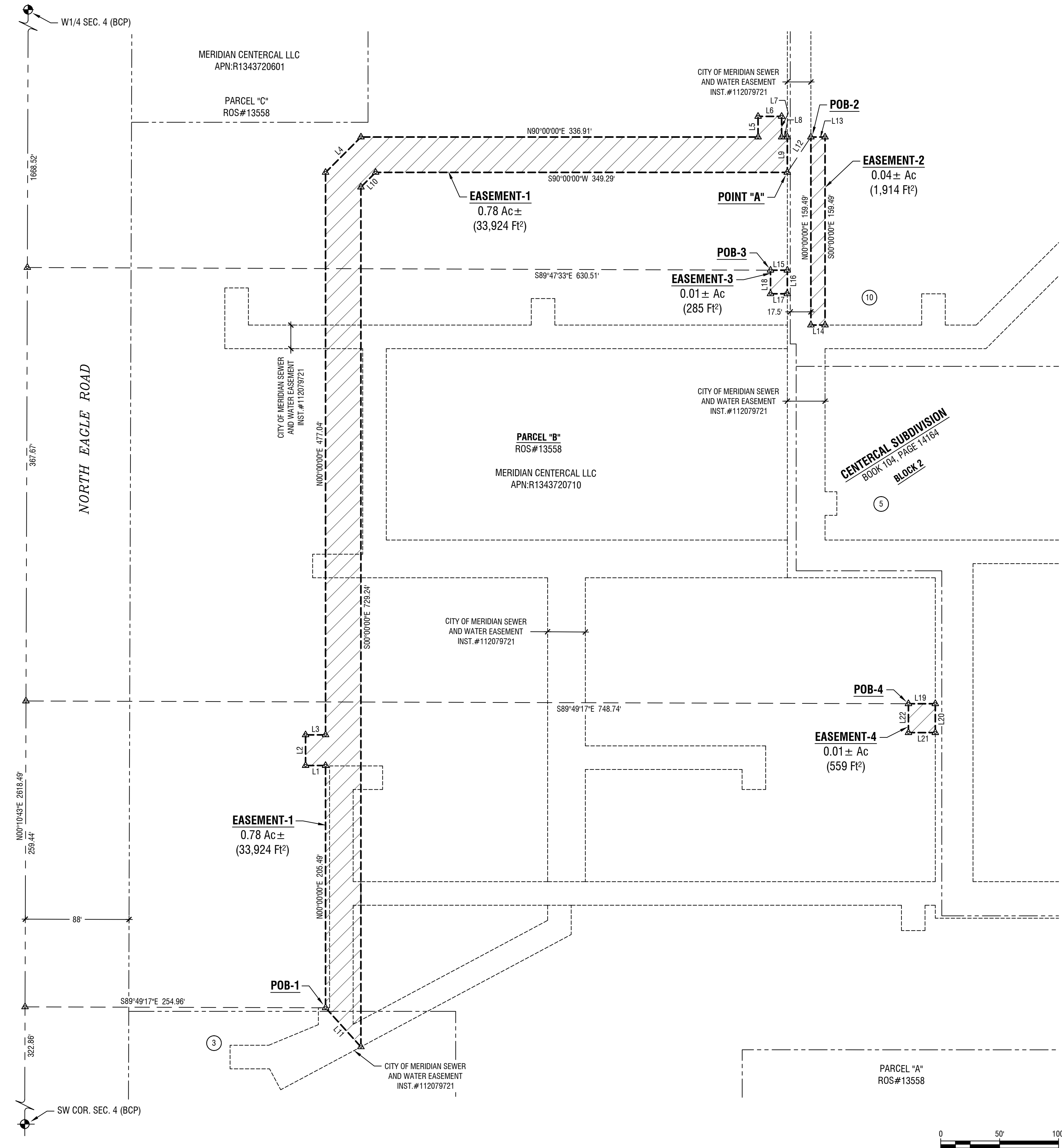


Exhibit "B"

Horizontal Scale: 1" = 50'

File Name: 230121712.dwg
 User: mscott
 Date: 4/11/2023 07:48 AM
 Plot Date: 4/11/2023 07:48 AM