

Project Name or Subdivision Name:

Movado Village Subdivision

Sanitary Sewer & Water Main Easement Number: 1  
Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only

Record Number: ESMT-2024-0035

### **SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement made this      day of                                  20     between Meridian Movado Village Investors, LP and C4 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 shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

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.

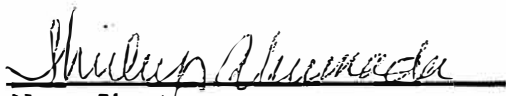
GRANTOR: Meridian Movado Village Investors, LP  
by Ferguson & Brewer Investment Company, its GP

 \_\_\_\_\_, as president of the GP

STATE OF IDAHO )  
  ) ss  
County of Ada     )

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 Meridian Movado Village Investors, LP (name of entity on behalf of whom record was executed), in the following representative capacity: President of the General Partner, a corporation (type of authority such as officer or trustee)

(stamp)  
See attached CA  
ACK for notarial  
Seal

  
\_\_\_\_\_  
Notary Signature  
My Commission Expires: NOV 9, 2023

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

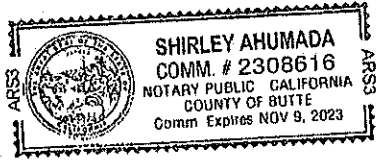
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte
On Sept. 27, 2023 before me, Shirley Ahumada "notary public"
personally appeared Peter Leonard

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/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:



Signature Shirley Ahumada
Signature of Notary Public


Place Notary Seal and/or Stamp Above

OPTIONAL

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

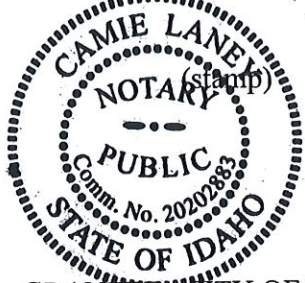
Description of Attached Document
Title or Type of Document: Sanitary sewer and water main Easement #1
Document Date: 9/22/2023 Number of Pages: 5
Capacity(ies) Claimed by Signer(s)
Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[X] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer is Representing:

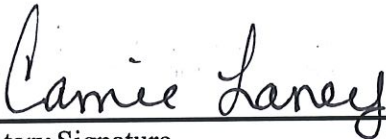
GRANTOR: C4 Investments LLC

  
\_\_\_\_\_

STATE OF IDAHO )  
                          ) ss  
County of Ada   )

This record was acknowledged before me on 10/9-2023 (date) by Jim Conger (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 C4 Investments LLC (name of entity on behalf of whom record was executed), in the following representative capacity: member (type of authority such as officer or trustee)



  
\_\_\_\_\_

Notary Signature  
My Commission Expires: 8-3-2026

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)

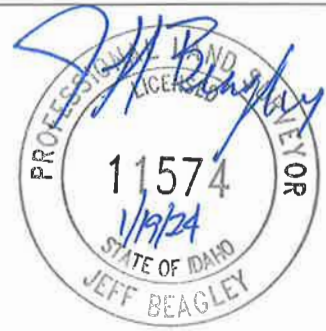
\_\_\_\_\_  
Notary Signature  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617



## 32-Foot City of Meridian Utility Easement Legal Description

**BASIS OF BEARING** is South  $89^{\circ}13'35''$  East, between brass cap marking the N1/4 corner of Section 21 and an aluminum cap marking the northeast corner of Section 21, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho.

An easement located in the NW1/4 of the NE1/4 of Section 21, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho, more particularly as follows:

**COMMENCING** at the N1/4 corner of said Section 21;

Thence South  $89^{\circ}13'35''$  East, coincident with the north line of said NW1/4 of the NE1/4, a distance of 703.00 feet;

Thence South  $00^{\circ}11'04''$  West, 56.00 feet to the southerly right of way of E. Overland Road, marked by a 5/8" rebar/cap PLS 11574;

Thence continuing South  $00^{\circ}11'04''$  West, coincident with the east boundary of Movado Apartments Subdivision, as shown in Book 119 of Plats, at Page 18449-18452, Ada County Records, 141.35 feet to the **POINT OF BEGINNING**;

Thence South  $89^{\circ}50'39''$  East, 19.80 feet;

Thence South  $00^{\circ}46'25''$  West, 16.28 feet;

Thence South  $89^{\circ}13'35''$  East, parallel with said north line, 310.56 feet;

Thence North  $71^{\circ}29'32''$  East, 41.13 feet to the beginning of a non-tangent curve to the left;

Thence 38.03 feet along the arc of said curve, having a radius of 321.00 feet, with a central angle of  $6^{\circ}47'14''$ , subtended by a chord bearing South  $17^{\circ}49'18''$  East, 38.00 feet;

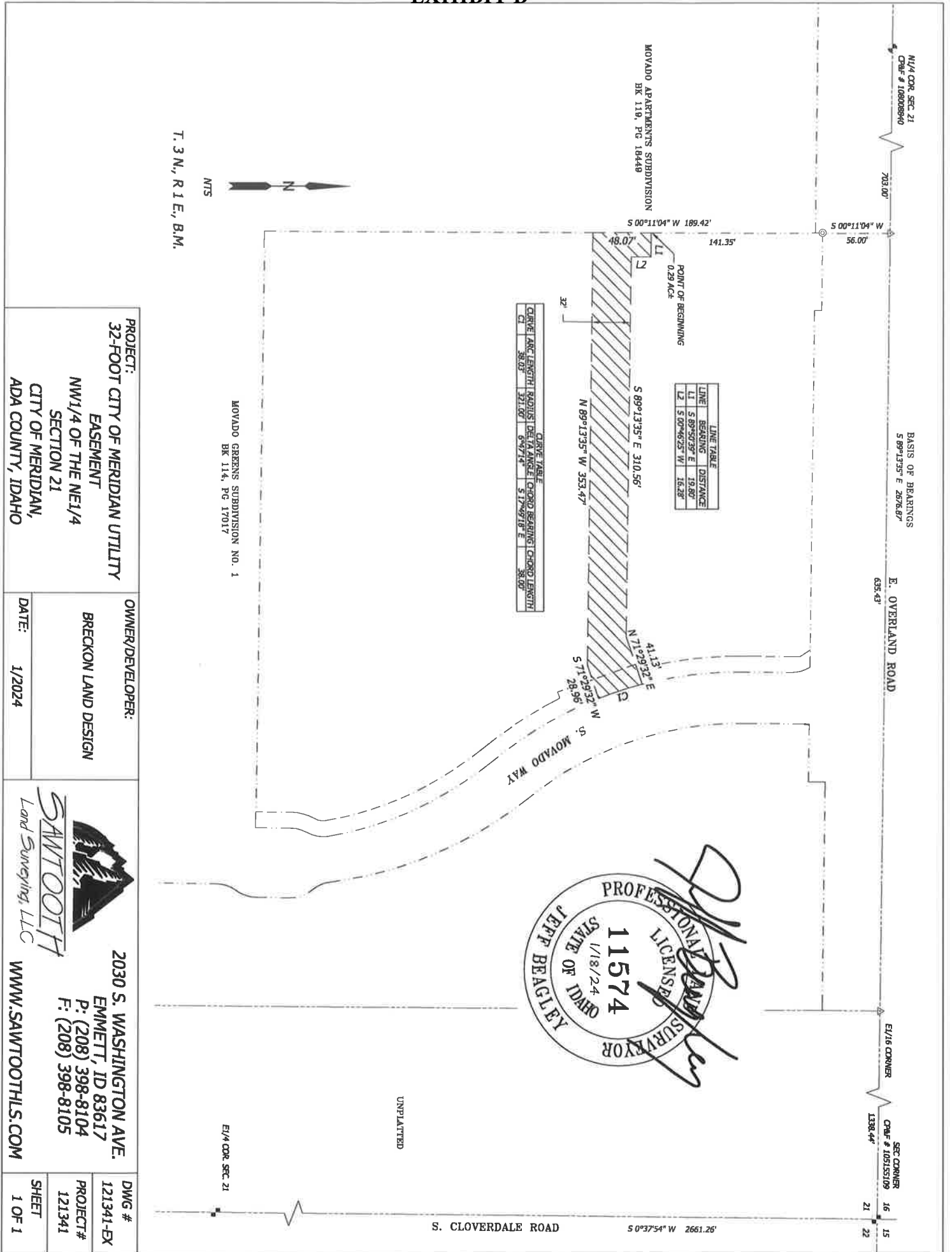
Thence South  $71^{\circ}29'32''$  West, 28.96 feet;

Thence North  $89^{\circ}13'35''$  West, parallel with said north line, 353.47 feet to said east boundary;

Thence North  $00^{\circ}11'04''$  East, coincident with said east boundary, 48.07 feet to the **POINT OF BEGINNING**.

The above described easement contains 0.29 acres, more or less.

EXHIBIT B



N1/4 COR. SEC. 21  
C&#228;#108008940

703.00'

5 00°11'04" W  
56.00'

BASIS OF BEARINGS  
S 89°13'35" E 2876.87'

E. OVERLAND ROAD  
635.43'

E1/16 CORNER

C&#228;#105155109  
138.44'

SEC CORNER 16  
21 15  
22

MOVADO APARTMENTS SUBDIVISION  
BK 118, PG. 18448

5 00°11'04" W 189.42'

POINT OF BEGINNING  
0.29 AC±

LINE	BEARING	DISTANCE
L1	S 89°50'35" E	19.80'
L2	S 00°46'25" W	16.28'

141.35'

S 89°13'35" E 310.56'

N 89°13'35" W 353.47'

CL	CURVE ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
38.03'	321.00'	6°47'14"	S 17°49'18" E	38.00'	

41.13'

N 71°29'32" E

S 71°29'32" W

28.96'

S. MOVADO WAY

UNPLATTED

E1/4 COR. SEC. 21

S. CLOVERDALE ROAD

5 0°37'54" W 2661.26'

T. 3 N., R. 1 E., B. M.



MOVADO GREENS SUBDIVISION NO. 1  
BK 114, PG. 17017

PROJECT:  
32-FOOT CITY OF MERIDIAN UTILITY  
EASEMENT  
NW1/4 OF THE NE1/4  
SECTION 21  
CITY OF MERIDIAN,  
ADA COUNTY, IDAHO

OWNER/DEVELOPER:  
BRECKON LAND DESIGN  
DATE: 1/2024



2030 S. WASHINGTON AVE.  
EMMETT, ID 83617  
P: (208) 398-8104  
F: (208) 398-8105  
WWW.SAWTOOTHLS.COM

DWG # 121341-EX  
PROJECT# 121341  
SHEET 1 OF 1