

**ESMT-2023-0103 Southridge South Subdivision Phase 1
Sanitary Sewer and Water Main Easement No. 1**

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____ 20____ between
Endurance 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 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.

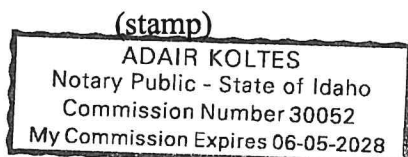
THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

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

GRANTOR: Endurance Holdings LLC

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on July 26, 2023 (date) by Corey Barton (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 Endurance Holdings 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: 6-05-2028

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: July 3, 2023
Project No.: 121027

EXHIBIT A

**SOUTHRIDGE SOUTH SUBDIVISION PHASE 1
SEWER & WATER EASEMENT DESCRIPTIONS**

SEWER / WATER EASEMENT No. 1

An easement located in the Northwest Quarter of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northwest Corner of Section 23 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 23 bears South 89°14'56" East, 2652.36 feet distant);

Thence from said Northwest Corner of Section 23, South 24° 28' 25" East, a distance of 2212.88 feet to the POINT OF BEGINNING-1;

Thence South 26° 03' 29" East, a distance of 50.00 feet;

Thence South 63° 56' 31" West, a distance of 46.00 feet;

Thence North 26° 03' 29" West, a distance of 49.74 feet;

Thence North 63° 37' 14" East, a distance of 46.00 feet to the POINT OF BEGINNING.

Said parcel contains 0.05 acres (2,294 square feet) more or less.

TOGETHER WITH:

SEWER / WATER EASEMENT No. 2

Commencing at the Northwest Corner of Section 23 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 23 bears South 89°14'56" East, 2652.36 feet distant);

Thence from said Northwest Corner of Section 23, South 29° 37' 41" East, a distance of 2375.81 feet to the POINT OF BEGINNING-2;

Thence South 49° 58' 40" East, a distance of 15.00 feet;

Thence South 40° 01' 20" West, a distance of 20.00 feet;

Thence North 49° 58' 40" West, a distance of 15.00 feet;

Thence North 40° 01' 20" East, a distance of 20.00 feet to the POINT OF BEGINNING.

Said parcel contains 0.01 acres (300 square feet) more or less.

TOGETHER WITH:

SEWER / WATER EASEMENT No. 3

Commencing at the Northwest Corner of Section 23 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 23 bears South 89°14'56" East, 2652.36 feet distant);

Thence from said Northwest Corner of Section 23, South 41° 58' 10" East, a distance of 2413.34 feet to the POINT OF BEGINNING-3;

Thence South 53° 28' 24" East, a distance of 50.00 feet;
Thence South 37° 04' 21" West, a distance of 28.29 feet;
Thence North 54° 00' 06" West, a distance of 50.02 feet;
Thence North 37° 06' 03" East, a distance of 28.75 feet to the POINT OF BEGINNING.
Said parcel contains 0.03 acres (1,426 square feet) more or less.

TOGETHER WITH:

SEWER / WATER EASEMENT No. 4

Commencing at the Northwest Corner of Section 23 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 23 bears South 89°14'56" East, 2652.36 feet distant);

Thence from said Northwest Corner of Section 23, South 45° 22' 58" East, a distance of 2544.99 feet to the POINT OF BEGINNING-4;

Thence South 57° 00' 12" East, a distance of 35.56 feet;
Thence South 32° 59' 48" West, a distance of 50.00 feet;
Thence North 57° 00' 12" West, a distance of 35.56 feet;
Thence North 32° 59' 48" East, a distance of 50.00 feet to the POINT OF BEGINNING.
Said parcel contains 0.04 acres (1,778 square feet) more or less.

TOGETHER WITH:

SEWER / WATER EASEMENT No. 5

Commencing at the Northwest Corner of Section 23 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 23 bears South 89°14'56" East, 2652.36 feet distant);

Thence from said Northwest Corner of Section 23, South 62° 01' 36" East, a distance of 2343.85 feet to the POINT OF BEGINNING-5;

Thence South 64° 02' 14" East, a distance of 52.59 feet;
Thence South 25° 58' 01" West, a distance of 49.96 feet;
Thence North 64° 03' 19" West, a distance of 52.59 feet;
Thence North 25° 58' 01" East, a distance of 49.98 feet to the POINT OF BEGINNING.
Said parcel contains 0.06 acres (2,628 square feet) more or less.

PREPARED BY:
The Land Group, Inc.

James R. Washburn



Sewer / Water Easement
for
City of Meridian
Located in the NW 1/4 of Section 23
Township 3 North, Range 1 West, Boise Meridian
City of Meridian, Ada County, Idaho
2023



Line Table		
LINE	BEARING	LENGTH
L1	S26°03'29"E	50.00'
L2	S63°56'31"W	46.00'
L3	N26°03'29"W	49.74'
L4	N63°37'14"E	46.00'
L5	S49°58'40"E	15.00'
L6	S40°01'20"W	20.00'
L7	N49°58'40"W	15.00'
L8	N40°01'20"E	20.00'
L9	S53°28'24"E	50.00'
L10	S37°04'21"W	28.29'
L11	N54°00'06"W	50.02'
L12	N37°06'03"E	28.75'
L13	S57°00'12"E	35.56'
L14	S32°59'48"W	50.00'
L15	N57°00'12"W	35.56'
L16	N32°59'48"E	50.00'
L17	S64°02'14"E	52.59'
L18	S25°58'01"W	49.96'
L19	N64°03'19"W	52.59'
L20	N25°58'01"E	49.98'

Sewer / Water Easement
City of Meridian

W. Overland Road
Meridian, Idaho 83642

Revisions
1.

Project No.: 121027
Date of Issuance: 6-28-2023
Project Milestone:

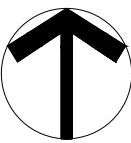
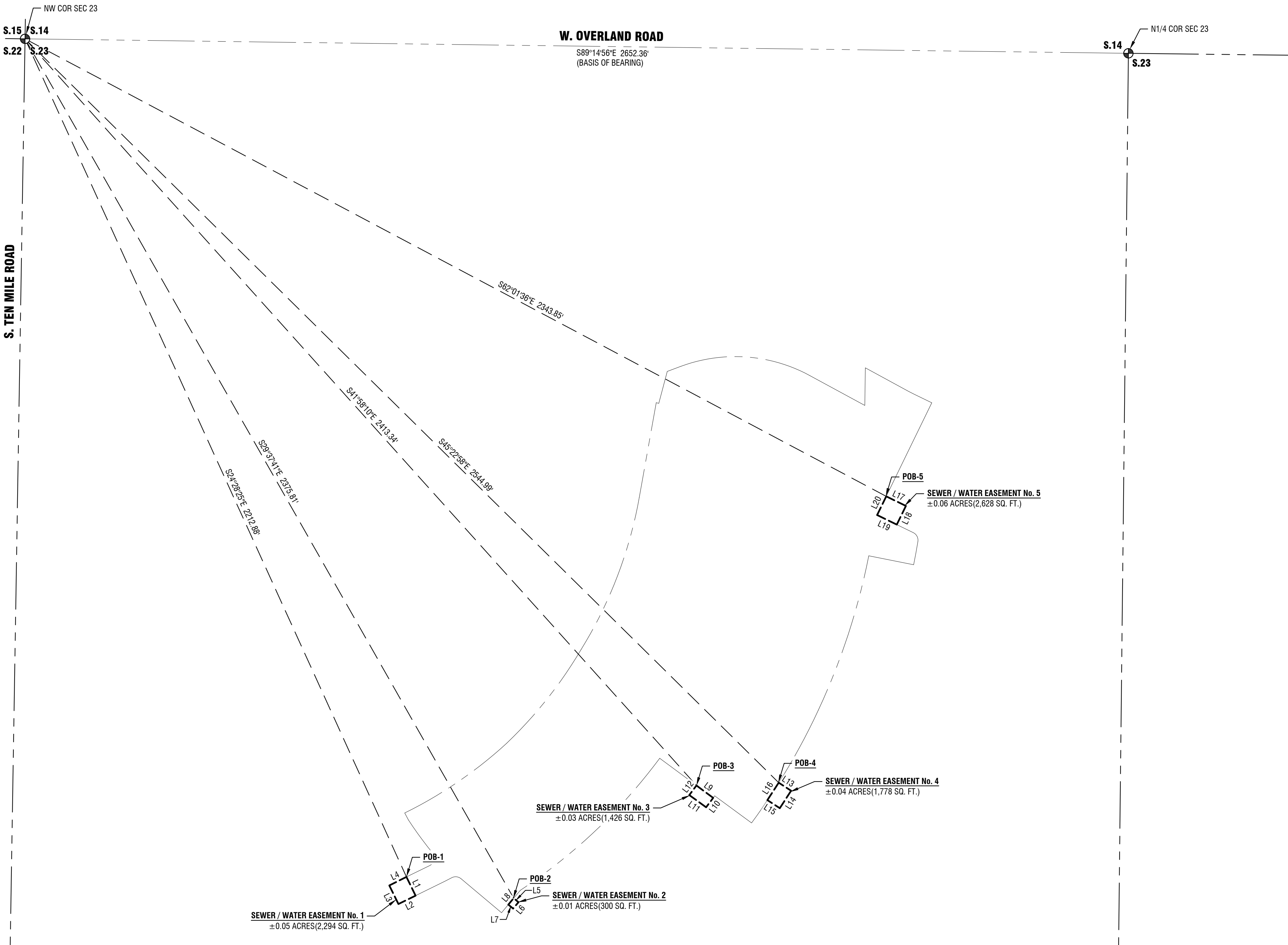


Exhibit "B"

Horizontal Scale: 1" = 150'

