

Sagarra Subdivision No. 2
Sanitary Sewer and
Water Main Easement
No. 3
ESMT-2024-0151

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 6th day of _____ 20____ between
Sagarra 139, 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: Sagarra 139, LLC



By: Matt Villalobos, Manager

STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on _____ (date) by
Matt Villalobos (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 Sagarra 139, 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)

(stamp)

Notary Signature

My Commission Expires: _____

Note:
See Attached
Christina
Acknowledgment
Certificate

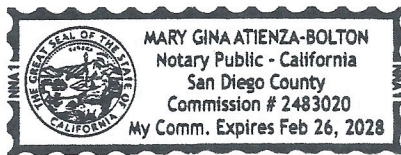
CALIFORNIA ACKNOWLEDGMENT

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 SAN DIEGO
 On OCT. 22, 2024 before me, MARY GINA ATIENZA-BOLTON, Notary Public.
 Date Here Insert Name and Title of the Officer
 personally appeared MATTHEW RICHARD VILLALOBOS
 Name(s) of Signer(s)

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 _____
 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: UNITARY SEWER + WATER MAIN EASEMENT

Document Date: OCTOBER 22, 2024 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MATTHEW RICHARD VILLALOBOS Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☒ Other: MANAGER, SACANA 139 LLC ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

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

SAGARRA SUBDIVISION NO. 2

WATER AND SEWER EASEMENT #3

A water and sewer easement located in Lot 1, Block 3 of Linder Village Subdivision and for the proposed Sagarra Subdivision No. 2 and lying in the NW 1/4 of Section 25, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at an aluminum cap being the northwest corner of said Section 25; thence S.89°22'30"E. a distance of 1963.52 feet along the north line of said Section 25 to a point; thence S.00°37'30"W. a distance of 1165.94 feet to a point, said point also being the POINT OF BEGINNING;

Thence N.06°03'55"E. a distance of 161.41 feet to a point;

Thence S.86°56'05"E. a distance of 118.34 feet to a point;

Thence N.58°49'16"E. a distance of 23.04 feet to a point;

Thence N.52°04'31"E. a distance of 123.19 feet to a point;

Thence N.45°42'09"E. a distance of 276.13 feet to a point;

Thence N.70°41'53"E. a distance of 62.11 feet to a point;

Thence S.66°57'57"E. a distance of 21.71 feet to a point;

Thence along a non-tangent curve to the left a distance of 20.08 feet, said curve having a radius of 73.50 feet, a delta of 15°39'23", and a chord bearing S.20°21'42"W. a distance of 20.02 feet to a point;

Thence N.66°57'57"W. a distance of 14.90 feet to a point;

Thence S.70°41'53"W. a distance of 26.26 feet to a point;

Thence S.45°42'09"W. a distance

Thence S.45°42'09"W. a distance of 30.00 feet to a point;

Thence N.44°17'51"W. a distance of 14.25 feet to a point;

Thence S.45°42'09"W. a distance of 61.25 feet to a point;

Thence S.52°04'31"W. a distance 68.96 feet to a point;

Thence S.37°51'53"E. a distance of 16.94 feet to a point;

Thence S.52°04'31"W. a distance of 26.00 feet to a point;

Thence N.37°51'53"W. a distance of 16.93 feet to a point;

Thence S.52°04'31"W. a distance of 40.32 feet to a point;

Thence along a non-tangent curve to the right a distance of 26.55 feet, said curve having a radius of 55.00 feet, a delta of 27°39'41", and a chord bearing S.65°54'22"W. a distance of 26.30 feet to a point;

Thence S.03°03'55"W. a distance of 15.44 feet to a point;

Thence N.86°56'05"W. a distance of 15.00 feet to a point;

Thence N.03°03'55"E. a distance of 13.95 feet to a point;

Thence N.86°56'05"W. a distance of 82.33 feet to a point;

Thence S.06°03'55"W. a distance of 9.70 feet to a point;

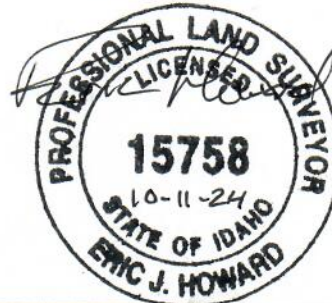
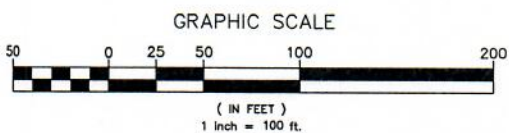
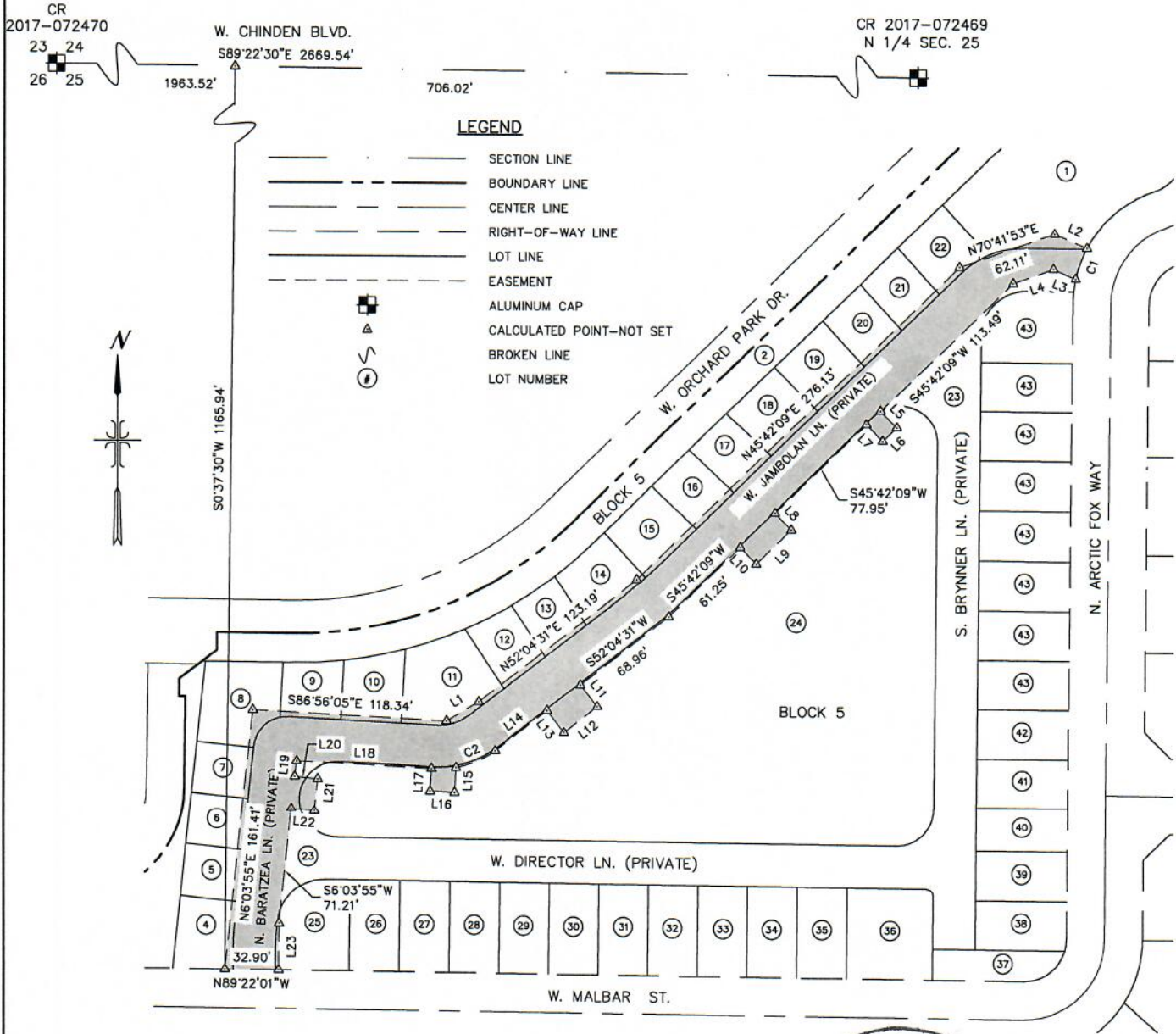
Thence S.83°55'52"E. a distance of 14.06 feet to a point;

Thence S.06°04'08"W. a distance of 20.00 feet to a point;

Thence N.83°55'52"W. a distance of 14.05 feet to a point;

Thence S.06°03'55"W. a distance of 71.21 feet to a point;

EXHIBIT B
SAGARRA SUBDIVISION NO. 2
WATER AND SEWER EASEMENT #3
 EXHIBIT DRAWING SHOWING A WATER AND SEWER EASEMENT FOR SAGARRA
 SUBDIVISION NO. 2 LYING IN THE NW 1/4 OF SECTION 25, T.4N., R.1W., B.M., ADA
 COUNTY, IDAHO, 2023.



 J.J. HOWARD MAPPING / SURVEYING 5043 N. STATE ST., STE. D / Boise, Idaho 83703 (208) 844-0637	DATE: 12/13/23	DESIGN BY: CLS	SHEET: OF 1 2	SAGARRA SUBDIVISION No. 3
	SCALE: 1" = 100'	DRAWN BY: CLS	DRAWING NO. -----	WATER AND SEWER EASEMENT - EXHIBIT B

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COUNTY, IDAHO, 2023.

Parcel Line Table		
Line #	Length	Direction
L1	23.04'	N58° 49' 16"E
L2	21.71'	S66° 57' 57"E
L3	14.90'	N66° 57' 57"W
L4	26.26'	S70° 41' 53"W
L5	14.34'	S43° 57' 17"E
L6	12.04'	S46° 02' 43"W
L7	14.27'	N44° 17' 51"W
L8	14.25'	S44° 17' 51"E
L9	30.00'	S45° 42' 09"W
L10	14.25'	N44° 17' 51"W
L11	16.94'	S37° 51' 53"E
L12	26.00'	S52° 04' 31"W
L13	16.93'	N37° 51' 53"W
L14	40.32'	S52° 04' 31"W
L15	15.44'	S3° 03' 55"W
L16	15.00'	N86° 56' 05"W
L17	13.95'	N3° 03' 55"E
L18	82.33'	N86° 56' 05"W
L19	9.70'	S6° 03' 55"W
L20	14.06'	S83° 55' 52"E
L21	20.00'	S6° 04' 08"W
L22	14.05'	N83° 55' 52"W
L23	29.05'	S0° 37' 59"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	20.08'	73.50'	15° 39' 23"	S20° 21' 42"W	20.02'
C2	26.55'	55.00'	27° 39' 41"	S65° 54' 22"W	26.30'



J.J. HOWARD

MAPPING / SURVEYING
30017 N. STATE ST., STE. D / Boise, Idaho 83703 (208) 948-0837

DATE:
12/13/23

DESIGN BY:
CLS



SHEET: OF
2 2

SCALE:
1" = 100'

DRAWN BY:
CLS

DRAWING NO.

SAGARRA SUBDIVISION No. 3

WATER AND SEWER EASEMENT – EXHIBIT B