

Project Name or Subdivision Name:

SPURWING ACRES

Sanitary Sewer & Water Main Easement Number: _____

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-2024-0050

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 9th day of April 20 24 between SRA-CH MERIDIAN I, 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: **SRA-CH Meridian I, LLC**
a Delaware limited liability company

By: Starboard Realty Advisors LLC, a Delaware limited liability company
Its: Manager



William H. Winn Jr., Manager & CEO

STATE OF IDAHO)
) ss
County of Ada)

100% acknowledgment attached JIC

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)

Notary Stamp Below

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 Orange }

On March 13, 2024 before me, Hanna Clark, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William H Winn Jr
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.



Place Notary Seal and/or Stamp Above

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 Hanna Clark
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 4-9-2024

Attest by Chris Johnson, City Clerk 4-9-2024

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.

Notary Stamp Below

Notary Signature
My Commission Expires: _____

UTILITY AND ROADWAY EASEMENT

A PART OF THE NORTHWEST QUARTER OF SECTION 23, SECTION 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, AND RUNNING THENCE SOUTH 029°10' WEST 306.88 FEET ALONG THE SECTION LINE TO THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY 69.75 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°45'43" AND A LONG CHORD BEARING SOUTH 65°19'54" EAST 69.47 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 56°27'02" EAST 92.27 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 28.66 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 65°41'03" AND A LONG CHORD BEARING SOUTH 89°17'34" EAST 27.12 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHEASTERLY 137.57 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 131°22'07" AND A LONG CHORD BEARING SOUTH 56°27'02" EAST 109.35 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHEASTERLY 28.66 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 65°41'03" AND A LONG CHORD BEARING SOUTH 23°36'31" EAST 27.12 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 56°27'02" EAST 79.85 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 100.98 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33°03'40" AND A LONG CHORD BEARING SOUTH 72°58'52" EAST 99.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89°30'42" EAST 63.88 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY 13.83 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31°41'39" AND A LONG CHORD BEARING NORTH 74°38'29" EAST 13.65 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHEASTERLY 160.84 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 153°35'25" AND A LONG CHORD BEARING SOUTH 44°24'38" EAST 116.83 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHWESTERLY 13.93 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31°56'05" AND A LONG CHORD BEARING SOUTH 16°25'02" WEST 13.75 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 02°27'00" WEST 224.51 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 39.26 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89°58'58" AND A LONG CHORD BEARING SOUTH 44°32'29" EAST 35.35 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89°31'58" EAST 598.42 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 48.02 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°13'43" AND A LONG CHORD BEARING SOUTH 83°25'06" EAST 47.93 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 77°18'15" EAST 170.59 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 37.29 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°12'27" AND A LONG CHORD BEARING SOUTH 83°24'28" EAST 37.22 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89°30'42" EAST 343.51 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'08" AND A LONG CHORD BEARING NORTH 45°29'14" EAST 35.36 FEET TO A POINT OF TANGENCY;

THENCE NORTH 02°9'10" EAST 259.67 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY 76.74 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°59'17" AND A LONG CHORD BEARING NORTH 7°30'28" WEST 76.49 FEET TO A POINT OF TANGENCY;

THENCE NORTH 15°30'07" WEST 201.43 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY 90.45 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°56'48" AND A LONG CHORD BEARING NORTH 7°31'43" WEST 90.16 FEET TO A POINT OF TANGENCY;

THENCE NORTH 02°6'41" EAST 70.00 FEET;

THENCE NORTH 02°9'18" EAST 149.97 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00" AND A LONG CHORD BEARING NORTH 44°30'42" WEST 35.36 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 89°30'42" EAST 100.00 FEET TO A POINT ON A NON-TANGENT CURVE;

THENCE SOUTHWESTERLY 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00" AND A LONG CHORD BEARING SOUTH 45°29'18" WEST 35.36 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 02°9'18" WEST 149.93 FEET;

THENCE SOUTH 02°6'41" WEST 70.00 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 76.54 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°56'48" AND A LONG CHORD BEARING SOUTH 7°31'43" EAST 76.29 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 15°30'07" EAST 201.43 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 90.69 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°59'17" AND A LONG CHORD BEARING SOUTH 7°30'28" EAST 90.39 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 02°9'10" WEST 149.85 FEET;

THENCE SOUTH 89°33'19" EAST 31.51 FEET;

THENCE SOUTH 51°18'31" EAST 105.02 FEET;

THENCE SOUTH 89°33'19" EAST 634.78 FEET TO A POINT ON THE SIXTEENTH SECTION LINE;

THENCE SOUTH 02°6'41" WEST 30.00 FEET;

THENCE NORTH 89°33'19" WEST 645.18 FEET;

THENCE NORTH 51°18'31" WEST 105.02 FEET;

THENCE NORTH 89°33'19" WEST 21.13 FEET;

THENCE SOUTH 02°9'10" WEST 17.54 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 28.67 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 65°42'56" AND A LONG CHORD BEARING SOUTH 32°22'18" EAST 27.13 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHWESTERLY 163.11 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 155°45'31" AND A LONG CHORD BEARING SOUTH 12°38'59" WEST 117.32 FEET TO A POINT OF TANGENCY;

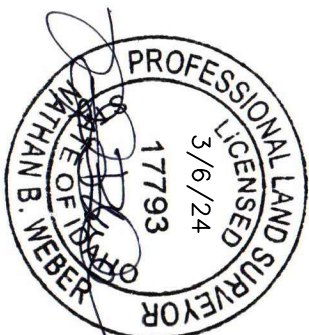
THENCE NORTH 89°30'42" WEST 408.51 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY 47.94 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°12'27" AND A LONG CHORD BEARING NORTH 83°24'28" WEST 47.85 FEET TO A POINT OF TANGENCY;

(CONTINUED ON SHEET 4)

PUBLIC UTILITY AND ROADWAY EASEMENT

CITY OF MERIDIAN
SPURRING ACRES SUBDIVISION
ADA COUNTY, IDAHO



(CONTINUED FROM SHEET 3)

THENCE NORTH 77°18'15" WEST 170.59 FEET TO A POINT OF CURVATURE;
 THENCE NORTHWESTERLY 37.35 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT,
 THROUGH A CENTRAL ANGLE OF 12°13'43" AND A LONG CHORD BEARING NORTH 83°25'06" WEST 37.28 FEET
 TO A POINT OF TANGENCY;
 THENCE NORTH 89°31'58" WEST 579.67 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHWESTERLY 23.55 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT,
 THROUGH A CENTRAL ANGLE OF 53°58'05" AND A LONG CHORD BEARING SOUTH 63°28'59" WEST 22.69 FEET
 TO A POINT OF REVERSE CURVATURE;
 THENCE NORTHWESTERLY 207.26 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT,
 THROUGH A CENTRAL ANGLE OF 197°55'08" AND A LONG CHORD BEARING NORTH 44°32'29" WEST 118.54 FEET
 TO A POINT OF REVERSE CURVATURE;
 THENCE NORTHEASTERLY 23.55 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT,
 THROUGH A CENTRAL ANGLE OF 53°58'05" AND A LONG CHORD BEARING NORTH 27°26'02" EAST 22.69 FEET
 TO A POINT OF TANGENCY;
 THENCE NORTH 02°27'00" EAST 223.05 FEET TO A POINT OF CURVATURE;
 THENCE NORTHWESTERLY 39.25 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT,
 THROUGH A CENTRAL ANGLE OF 89°57'42" AND A LONG CHORD BEARING NORTH 44°31'51" WEST 35.34 FEET
 TO A POINT OF TANGENCY;
 THENCE NORTH 89°30'42" WEST 80.69 FEET TO A POINT OF CURVATURE;
 THENCE NORTHWESTERLY 129.83 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT;
 THROUGH A CENTRAL ANGLE OF 33°03'40" AND A LONG CHORD BEARING NORTH 72°58'52" WEST 128.04 FEET
 TO A POINT OF TANGENCY;
 THENCE NORTH 56°27'02" WEST 327.03 FEET TO A POINT OF CURVATURE;
 THENCE NORTHWESTERLY 40.41 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT,
 THROUGH A CENTRAL ANGLE OF 13°13'46" AND A LONG CHORD BEARING NORTH 63°03'55" WEST 40.32 FEET
 TO A POINT ON THE SECTION LINE;
 THENCE NORTH 02°29'10" EAST 52.40 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.
 CONTAINS 198,719 SQ. FT. OR 4.561 ACRES

PUBLIC UTILITY AND ROADWAY EASEMENT
 CITY OF MERIDIAN
 SPURRING ACRES SUBDIVISION
 ADA COUNTY, IDAHO



SHEET 4 OF 4



DIAMOND
LAND SURVEYING

3/6/24

PUBLIC UTILITY AND ROADWAY EASEMENT
 CITY OF MERIDIAN
 SPURRING ACRES SUBDIVISION
 ADA COUNTY, IDAHO

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Length
C1	69.75'	225.00'	017°45'43"	S 65°19'54" E	69.47'
C2	28.66'	25.00'	065°41'03"	S 89°17'34" E	27.12'
C3	137.57'	60.00'	131°22'07"	S 56°27'02" E	109.35'
C4	28.66'	25.00'	065°41'03"	S 23°36'31" E	27.12'
C5	100.98'	175.00'	033°03'40"	S 72°58'52" E	99.58'
C6	13.83'	25.00'	031°41'39"	N 74°38'29" E	13.65'
C7	160.84'	60.00'	153°35'25"	S 44°24'38" E	116.83'
C8	13.93'	25.00'	031°56'05"	S 16°25'02" W	13.75'
C9	39.26'	25.00'	089°58'58"	S 44°32'29" E	35.35'
C10	48.02'	225.00'	012°13'43"	S 83°25'06" E	47.93'
C11	37.29'	175.00'	012°12'27"	S 83°24'28" E	37.22'
C12	39.27'	25.00'	090°00'08"	N 45°29'14" E	35.36'
C13	76.74'	275.00'	015°59'17"	N 07°30'28" W	76.49'
C14	90.45'	325.00'	015°56'48"	N 07°31'43" W	90.16'

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Length
C15	39.27'	25.00'	090°00'00"	N 44°30'42" W	35.36'
C16	39.27'	25.00'	090°00'00"	S 45°29'18" W	35.36'
C17	76.54'	275.00'	015°56'48"	S 07°31'43" E	76.29'
C18	90.69'	325.00'	015°59'17"	S 07°30'28" E	90.39'
C19	28.67'	25.00'	065°42'56"	S 32°22'18" E	27.13'
C20	163.11'	60.00'	155°45'31"	S 12°38'59" W	117.32'
C21	47.94'	225.00'	012°12'27"	N 83°24'28" W	47.85'
C22	37.35'	175.00'	012°13'43"	N 83°25'06" W	37.28'
C23	23.55'	25.00'	053°58'05"	S 63°28'59" W	22.69'
C24	207.26'	60.00'	197°55'08"	N 44°32'29" W	118.54'
C25	23.55'	25.00'	053°58'05"	N 27°26'02" E	22.69'
C26	39.25'	25.00'	089°57'42"	N 44°31'51" W	35.34'
C27	129.83'	225.00'	033°03'40"	N 72°58'52" W	128.04'
C28	40.41'	175.00'	013°13'46"	N 63°03'55" W	40.32'

