Project Name or Subdivi	sion Name:
Avani Subdivision No.	. 1
Sanitary Sewer & Water Identify this Easement by sequential this type. See instructions/checklist for	Main Easement Number: 2 number if the project contains more than one easement or additional information.
For Internal Use Only	ESMT-2024-0114

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this	day of	20	between
F111 LLC	("Grantor") and the City of N	deridian, 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.

TOHAVE AND TOHOLD, 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-ofway 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.

STATE OF IDAHO)

GRANTOR: F111 LLC

County of Ada

before me on acknowledged This record (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on (name of entity on behalf of whom record was behalf of executed), in the following representative capacity: (type of authority such as officer or trustee)

Notary Stamp Below

Notary Signature

My Commission Expires:_

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 befor and Chris Johnson on behalf of the Clerk, respectively.	re me on (date) by Robert E. Simison City of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	Notary Signature My Commission Expires:



Sawtooth Land Surveying, LLC

EXHIBIT A

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

Off-Site Water Easement Description

BASIS OF BEARING for this description is N. 0°43′00″ E., between a brass cap marking the 1/4 corner common to Sections 15 and 16 and an aluminum cap marking the northwest corner of Section 15, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

An easement located in the SW1/4 of the NW1/4 of Section 15, T. 3 N., R. 1 W., B.M., Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the 1/4 corner common to Sections 15 and 16;

Thence N. 0°43'00" E., coincident with the west line of said SW1/4 of the NW1/4 and the centerline of S. Black Cat Road, 544.15 feet;

Thence leaving said west line, S. 89°17'00" E., 50.00 feet to the easterly right of way of said S. Black Cat Road;

Thence continuing, S. 89°17'00" E., 142.89 feet to the **POINT OF BEGINNING** and the beginning of a non-tangent curve to the right;

Thence 47.85 feet along the arc of said curve, having a radius of 315.50 feet, through a central angle of 8°41′21″, subtended by a chord bearing N. 19°26′45″ E., 47.80 feet and the beginning of a reverse curve to the left;

Thence 105.30 feet along the arc of said curve, having a radius of 284.50 feet, through a central angle of 21°12′23″, subtended by a chord bearing N. 13°11′15″ E., 104.70 feet;

Thence S. 89°17'00" E., 31.01 feet to the beginning of a non-tangent curve to the right;

Thence 117.78 feet along the arc of said curve, having a radius of 315.50 feet, through a central angle of 21°23′24″, subtended by a chord bearing S. 13°05′44″ W., 117.10 feet to the beginning of a reverse curve to the left;

Thence 43.15 feet along the arc of said curve, having a radius of 284.50 feet, through a central angle of 8°41'21", subtended by a chord bearing S. 19°26'45" W., 43.10 feet;

Thence N. 74°53'55" W., 31.00 feet to the POINT OF BEGINNING.

The above described easement contains 0.11 acres more or less.

P:\2023\1 EMT\123135-AVANI SUBDIVISION PLAT-CMG\Survey\Drawings\Legal Descriptions\123135 Off site water

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