Project Name or Subdivi	ision Name:
Foldesi Resen	ve
	Main Easement Number: 1 number if the project contains more than one easement of or additional information.
For Internal Use Only Record Number:	ESMT-2025-0140

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this	day of	20	between
Sherburne Development ,LLC	("Grantor") as	nd the City of Me	eridian, 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-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: Sherburne Development, LLC

STATE OF IDAHO)

) ss

County of Ada)

Notary Stamp Below

DESIREE HAMMOND
Notary Public - State of Idaho
Commission Number 56364
My Commission Expires Jun 25, 2028

Notary Signature

My Commission Expires: 4/25/28

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor	
Attest by Chris Johnson, City Clerk	
STATE OF IDAHO,) : ss.	
County of Ada)	
and Chris Johnson on behalf of the Clerk, respectively.	e 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:



Project No: 240333 Date: October 20, 2025

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EXHIBIT A PERMANENT WATER MAIN EASEMENT DESCRIPTION

A parcel of land located in the S1/2 of the NE1/4 of the SE1/4 of Section 34, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said Section 34; thence, along the east boundary of the SE1/4.

- A) N.00°52'59"E., 1982.83 feet to the north boundary of said S1/2 of the NE1/4 of the SE1/4; thence, along said boundary.
- B) N.89°16'10"W., 381.13 feet to the **POINT OF BEGINNING**; thence, leaving said boundary,
 - 1) S.00°00'00"E., 8.52 feet to the north boundary of the permanent easement described in Instrument No. 2018-113342, Ada County Records; thence, along said north boundary,
 - 2) N.89°07'11"W., 20.00 feet; thence, leaving said north boundary,
 - 3) N.00°00'00"E., 8.47 feet to the north boundary of said S1/2 of the NE1/4 of the SE1/4; thence, along said boundary,
 - 4) S.89°16'10"E., 20.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 170 Square Feet.

