Project Name (Subdivision):

Sagarra Subdivision

Sanitary Sewer & Water Main Easement Number:

2

Identify this Easement by sequential number if Project contains more than one easement of this type.
(See Instructions for additional information).

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made the	his day of _	20	between	
Sagarra Phase 1, LLC	("Grantor") a	and the City of Meric	dian, an Idaho	Municipal
Corporation ("Grantee");		•		

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-ofway 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-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.

GRANTOR: Sagarra Phase 1, LLC

By: Michael J. Slayin, Managing Member

STATE OF IDAHO

County of Ada

This record was acknowledged before me on to 13/2023 (date) by

Michael J. Slavin (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 Phase 1, LLC (name of entity on behalf of whom record was executed), in the following representative capacity:

| Managing Member (type of the strike as a fine of

authority such as officer or trustee)

STELLEY SALES (Stamp)

Notary Signature

My Commission Expires: 10

0 la 12027

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor	
Attest by Chris Johnson, City Clerk	
STATE OF IDAHO,) : ss.	
	before me on(date) by
their capacities as Mayor and Cit	is Johnson on behalf of the City of Meridian, in y Clerk, respectively.
(stamp)	
	Notary Signature My Commission Expires:

EXHIBIT A SAGARRA SUBDIVISION WATER AND SEWER EASEMENT #2

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, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at an aluminum cap being the northwest corner of said Section 25 and located N.89°22′30″W. a distance of 2669.54 feet from an aluminum cap being the N 1/4 corner of said Section 25; thence S.89°22′30″E. a distance of 989.17 feet along the North line of said Section 25 to a point; thence S.00°37′30″W. a distance of 1084.47 feet to a point, said point also being the POINT OF BEGINNING;

Thence S.89°22'01"E. a distance of 285.15 feet to a point;

Thence S.65°13'55"E. a distance of 23.16 feet to a point;

Thence S.19°00'35"E. a distance of 19.26 feet to a point;

Thence S.00°37'29"W. a distance of 53.72 feet to a 1/2" iron pin;

Thence N.89°22'01"W. a distance of 20.00 feet to a point;

Thence N.00°37′59″E. a distance of 45.44 feet to a point;

Thence N.44°22'01"W. a distance of 8.34 feet to a point;

Thence N.89°22'01"W. a distance of 256.87 feet to a point;

Thence S.00°37′59"W. a distance of 51.33 feet to a point;

Thence N.89°22'01"W. a distance of 30.00 feet to a point;

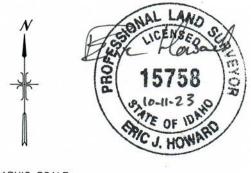
Thence N.00°37′59″E. a distance of 81.33 feet to a point also being the POINT OF BEGINNING.

Said parcel contains 0.27 acres, more or less, and is subject to all existing easements and right-of-ways of record or implied.

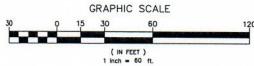


EXHIBIT B SAGARRA SUBDIVISION CR 2017-072470 **WATER AND SEWER EASEMENT #2** W. CHINDEN BLVD. S89'22'30"E 2669.54' CR 2017-072469 N 1/4 SEC. 25 989.17 1680.37 S0'37'30"W 1084.47" 0 (5) (6) 0 (3) 9 10 1 (12) (13) S89'22'01"E 285.15' S65'13'55"E 23.16' W. DIRECTOR LN. (PRIVATE) S19'00'35"E 19.26' 81.33 3 N89'22'01"W 256.87' NO.37'59"E S0'37'59"W 53.72 80.37'59"w N44'22'01"W 8.34 51.33 (15) 16 17 18 19 20 21) BLOCK 2 N89'22'01"W 30.00' W. MALBAR ST. N89'22'01"W 20.00'-

EXHIBIT DRAWING SHOWING A PROPOSED WATER AND SEWER EASEMENT OF SAGARRA SUBDIVISION LYING IN THE NW 1/4 OF SECTION 25, T.4N., R.1W., B.M., ADA COUNTY, IDAHO, 2023.



LEGEND		
	BOUNDARY LINE	
	SECTION LINE	
	CENTER LINE	
	LOT LINE	
xxx	LOT LINE - ZERO SETBACK	
	EASEMENT	
	RIGHT-OF-WAY	



J.J. HOWARD MAPPING / SURVEYING SHOT K STRE ST. ST. 0 / Dain, Name ETFOS (201) 644-0457	DATE: 10/02/23	DESIGN BY:	SHEET: OF	SAGARRA SUBDIVISION
	SCALE: 1'' = 60'	DRAWN BY: CLS	DRAWING NO. 230408	