Project Name (Subdivision):

Dovetail 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	this	day o <u>f</u>		<u>20 </u>	between
Pine QOZB, LLC	_ ("G1	rantor") and	the City	of Meridian,	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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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:

Casey Lynch

STATE OF IDAHO)

SS

County of Ada)

This record was acknowledged before me on [cl3|21] (date) by [Cost Lynch] (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 [Pine QOZE, LLC] (name of entity on behalf of whom record was executed), in the following representative capacity: [Myne] of authority such as officer or trustee)

Sanitary Sewer and Water Main Easement

MARGARET HUNT Notary Public - State of Idaho Commission Number 20192069

My Commission Expires Oct 4, 2025

REV. 01/01/2020

My Commission Expires: Oct 4, 2025

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 Robert E. Simison and Christheir capacities as Mayor and City	s Johnson on behalf of the City of Meridian, in
(stamp)	
	Notary Signature
	My Commission Expires:



EXHIBIT A

Sanitary Sewer and Water Main Easement #2 Description

A sanitary sewer and water main easement situated in a portion of Lot 2,3, 4 and 7 of Pleasant Valley Subdivision, according to the Official Plat thereof, filed in Book 12 of Plats at Page 665, Records of Ada County, Idaho, and being in the Northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Beginning at a point North 00°30'07" East 1489.75 feet along the East Section line of the Northwest quarter and North 89°29'53" West 394.46 feet from the West quarter corner of Section 8 to the POINT OF BEGINNING and running;

Thence South 89°57'47" West 20.00 feet;

Thence North 0°02'13" West 4.73 feet;

Thence South 89°57'47" West 86.78 feet;

Thence North 67°37'07" West 47.89 feet;

Thence South 22°27'41" West 9.00 feet;

Thence North 66°10'13" West 20.01 feet;

Thence North 22°27′41″ East 13.59 feet;

Thence North 67°32'13" West 24.39 feet;

Thence North 78°47'13" West 85.34 feet;

Thence North 11°12'47" East 10.00 feet;

Thence South 78°47′13" East 86.32 feet;

Thence South 67°32'13" East 27.58 feet;

Thence North 22°27'47" East 52.52 feet;

Thence South 67°32′13" East 10.00 feet;

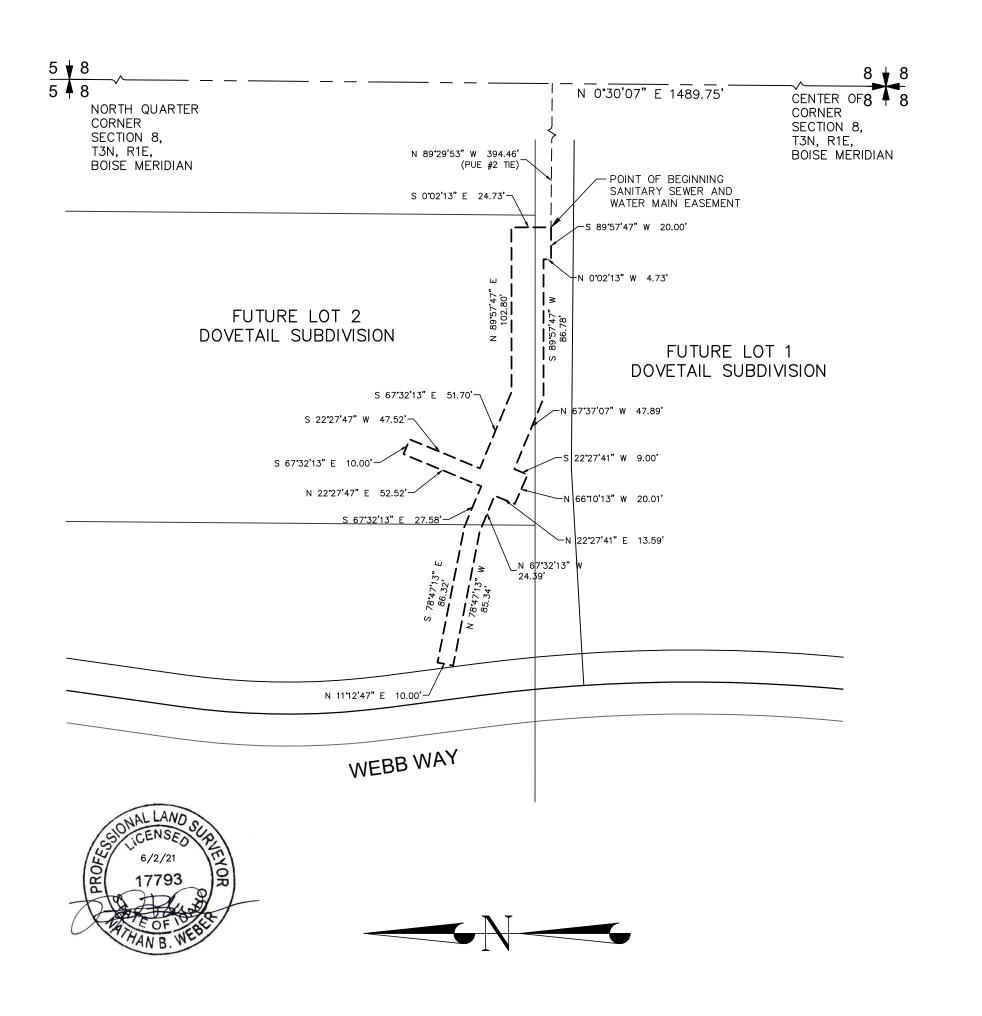
Thence South 22°27'47" West 47.52 feet;

Thence South 67°32'13" East 51.70 feet;

Thence North 89°57'47" East 102.80 feet;

Thence South 0°02′13" East 24.73 feet to the point of beginning.





Sanitary Sewer and Water Main Easement #2 Description

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Thence South 67°32'13" East 51.70 feet;

Thence North 89°57'47" East 102.80 feet;

Thence South 0°02'13" East 24.73 feet to the point of beginning.

EXHIBIT B SANITARY SEWER AND WATER MAIN EASEMENT EXHIBIT



6891 S. 700 W. STE. 150 MIDVALE, UT 84070 office@diamondlandsurveying.com Phone (801) 266-5099