

Project Name or Subdivision Name:

Grand Mogul - Black Cat Connection

Sanitary Sewer & Water Main Easement Number: 02

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 ESMT-2025-0102

Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this _____ day of _____ 20____ between
ENDURANCE HOLDINGS 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.

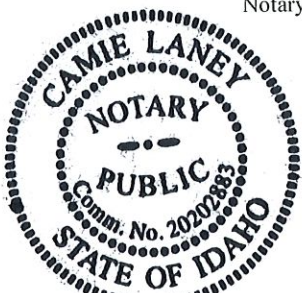
GRANTOR:
ENDURANCE HOLDINGS LLC
1977 E OVERLAND RD
MERIDIAN, ID 83642

STATE OF IDAHO)
) ss
County of Ada)

JC
S.B.25

This record was acknowledged before me on 5-8-2025 (date) by Cory Barton (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 Endurance Holdings LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Member (type of authority such as officer or trustee)

Notary Stamp Below



Camie Laney

Notary Signature

My Commission Expires: 8-3-2024

LO

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 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: _____



Project No: 230640
Date: May 6, 2025
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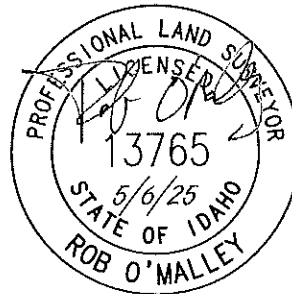
**EXHIBIT A
PUBLIC SANITARY SEWER AND WATER MAIN EASEMENT
DESCRIPTION**

A parcel of land located in the NW1/4 of the SW1/4 of Section 15, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Center West Sixteenth corner of said Section 15 from which the West Quarter corner bears N.89°14'36"W., 1322.75 feet; thence, along the north boundary of said NW1/4 of the SW1/4,

- A. N.89°14'36"W., 859.99 feet; thence, leaving said north boundary,
- B. S.00°45'24"W., 15.61 feet to the **POINT OF BEGINNING**; thence,
1. S.11°53'05"E., 42.40 feet; thence,
 2. S.78°06'55"W., 44.94 feet; thence,
 3. N.11°53'05"W., 45.09 feet to the beginning of a non-tangent curve; thence,
 4. Northeasterly along said curve to the right, having a radius of 389.00 feet, an arc length of 45.05 feet, through a central angle of 06°38'06", of which the long chord bears N.81°32'08"E., 45.02 feet to the **POINT OF BEGINNING**.

CONTAINING: 1,986 Sq. Ft.



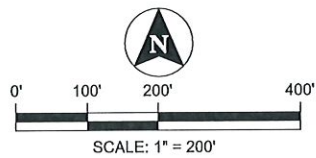
LB

EXHIBIT B - PERMANENT EASEMENT

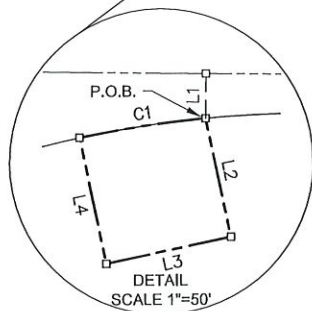
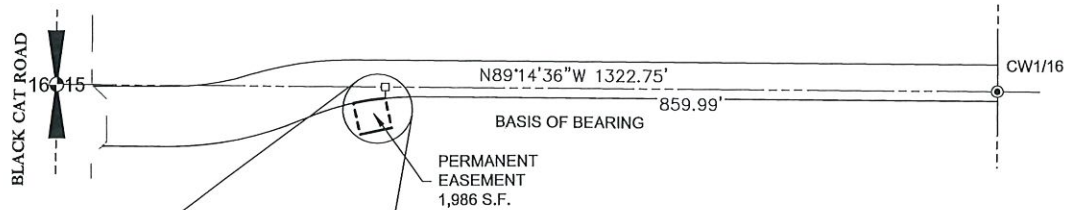
LOCATED IN THE NW1/4 OF THE SW1/4 OF SECTION 15
TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO
2025

LEGEND

- EASEMENT BOUNDARY
- SECTION LINE
- ⊙ FOUND BRASS CAP MON.
- ⊙ FOUND 5/8" REBAR
- CALCULATED POINT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°45'24"W	15.61'
L2	S11°53'05"E	42.40'
L3	S78°06'55"W	44.94'
L4	N11°53'05"W	45.09'



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	389.00'	45.05'	6°38'06"	N81°32'08"E	45.02'



230640-VXB_PUE_SOUTH_ENDURANCE.dwg MAY 2025 230640

ARDURRA
SHEET 1 OF 1
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

LB