Project Name or Subdivision Name:	
Bordeaux Estates Subdivision	
Sanitary Sewer & Water Main Easement Number: Identify this Easement by sequential number if the project contains more than this type. See instructions/checklist for additional information.	one casement of
For Internal Use Only ESMT-2025-0091	

# SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 2 North Homes, LLC		20_	between
Municipal Corporation ("Grantee"):	("Grantor") a	and the City of M	leridian, an Idaho

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

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: Z Morth Homes, LLC

Eanette Newbold.

STATE OF IDAHO

County of Ada

This record was acknowledged before me on Jean ette Newbold (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 2 North Homes (IC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type (type of

Notary Stamp Below

Sanitary Sewer

Muchelle

Notary Signature

My Commission Expires:\_

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Version 01/01/2024

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

#### **EXHIBIT A**

### BORDEAUX ESTATES SUBDIVISION

## WATER AND SEWER EASEMENT

A water and sewer easement located in the parcel of land lying in the South 1/2 of the Northeast 1/4 of Section 25 together with Lot 5, Block 49 of Paramount Subdivision No. 21 filed in Book 105 of plats, pages 14238 through 14240, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a 5/8" iron pin being the southwest corner of said Lot 5, Block 49; thence S.89°28'20"E. a distance of 105.11 feet along the South line of said Lot 5 to a point lying on the ten (10) foot public utility and drainage easement of the proposed Bordeaux Estates Subdivision, said point also being the POINT OF BEGINNING;

Thence, along said easement N.00°24'56"E. a distance of 21.50 feet to a point;

Thence leaving said easement, N.89°29'11"W. a distance of 5.00 feet to a point;

Thence, N.00°24'56"E. a distance of 20.00 feet to a point;

Thence, S.89°29′11″E. a distance of 5.00 feet to a point lying on the previously stated easement;

Thence along said easement, N.00°24′56″E. a distance of 32.19 feet to a point of curvature to the left;

Thence along a tangent curve to the left a distance of 14.06 feet, said curve having a radius of 15.00 feet, a delta of 53°41′36″, and a chord bearing N.26°25′52″W. a distance of 13.55 feet to a point marking a point of recurve to the right;

Thence along a tangent curve to the right a distance of 235.70 feet, said curve having a radius of 61.00 feet, a delta of 221°23′00″, and a chord bearing N.57°24′50″E. a distance of 114.13 feet to a point marking the ending of said curve to the right:

Thence leaving said ten (10) foot easement, N.73°30′01″E. a distance of 0.17 feet to a point;

Thence S.16°29'59"E. a distance of 20.00 feet to a point;

Thence S.73°30′01″W. a distance of 5.29 feet to a point lying on said ten (10) foot easement and marking a point of curvature to the right;

Thence along a non-tangent curve to the right a distance of 49.53 feet, said curve having a radius of 61.00 feet, a delta of  $46^{\circ}31'10''$ , and a chord bearing  $5.30^{\circ}50'58''W$ . a distance of 48.18 feet to a point marking a point of recurve to the left;

Thence along a tangent curve to the left a distance of 14.06 feet, said curve having a radius of 15.00 feet, a delta of 53°41′36″, and a chord bearing S.27°15′44″W. a distance of 13.55 feet to a point marking the ending of said curve to the right;

Thence S.00°24′56″W. a distance of 73.81 feet to a point lying on the South line of Lot 5, Block 49 of Paramount Subdivision No. 21;

Thence along said North line, N.89°28′20″W. a distance of 60.00 feet to a point, said point being the POINT OF BEGINNING.

Said parcel contains 0.37 acres, more or less, and is subject to all existing easements and right-of-ways of record or implied.



