

Project Name (Subdivision):

Dovetail

Sanitary Sewer Easement Number: 2

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

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20____ between Pine QOZB, LLC (“Grantor”), and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

WHEREAS, the Grantor desires to provide a sanitary sewer right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer 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 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 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:

Pine QOZB, LLC



Casey Lynch - Authorized Agent

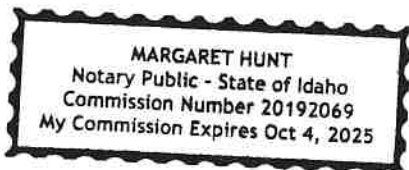
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 8/30/21 (date) by Casey 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 QOZB, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Authorized Agent (type of authority such as officer or trustee)

(stamp)



Notary Signature

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 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.

(stamp)

Notary Signature

My Commission Expires: _____



EXHIBIT A

Sanitary Sewer Easement #2 Description

A sanitary sewer easement situated in a portion of Lot 2 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 1573.01 feet along the East Section line of the Northwest quarter and North 89°29'53" West 193.74 feet from the West quarter corner of Section 8 to the POINT OF BEGINNING and running;

Thence North 89°29'37" West 28.00 feet;

Thence South 00°30'23" West 7.00 feet;

Thence North 89°29'37" West 7.00 feet;

Thence North 00°30'23" East 10.00 feet;

Thence South 89°29'37" East 7.00 feet;

Thence North 00°30'23" East 17.00 feet;

Thence South 89°29'37" East 28.00 feet;

Thence South 00°30'23" West 20.00 feet to the point of beginning.



5 8
5 8
NORTH QUARTER
CORNER
SECTION 8,
T3N, R1E,
BOISE MERIDIAN

N 0°30'07" E 1489.75'

8 8
8 8
CENTER OF
CORNER
SECTION 8,
T3N, R1E,
BOISE MERIDIAN

LOT 1
PLEASANT VALLEY SUB.
BOOK 12 PAGE 665

FUTURE LOT 2
DOVETAIL SUBDIVISION

EXISTING PUBLIC UTILITY
EASEMENT INST. NO.
2021-097258

LOT 2
PLEASANT
VALLEY SUB.

N 89°29'53" W 193.74'
(PUE #2 TIE)

POINT OF BEGINNING
SANITARY SEWER
EASEMENT #2

S 00°30'23" W
20.00'

S 89°29'37" E 28.00'

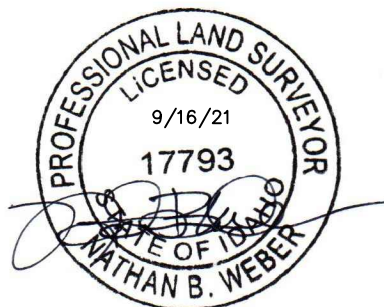
S 00°30'23" W
7.00'

N 89°29'37" W
7.00'

N 00°30'23" E
17.00'

S 89°29'37" E
7.00'

N 00°30'23" E
10.00'



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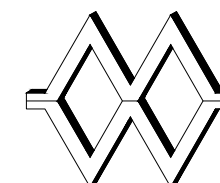
Thence South 89°29'37" East 7.00 feet;

Thence North 00°30'23" East 17.00 feet;

Thence South 89°29'37" East 28.00 feet;

Thence South 00°30'23" West 20.00 feet to the point of beginning.

EXHIBIT B SANITARY SEWER EASEMENT EXHIBIT



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

SCALE 1"=20'