

Project Name or Subdivision Name:

La Vista Way

Sanitary Sewer & Water Main Easement Number: 01

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-2024-0080**

Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 20th day of August 2024, between Ten Mile West Commercial, 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 and the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and the 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: Ten Mile West Commercial, LLC

TEN MILE WEST COMMERCIAL, LLC
an Idaho limited liability company,
by its Operations Manager

BVA Development, LLC
an Idaho limited liability company,
by its Operations Manager

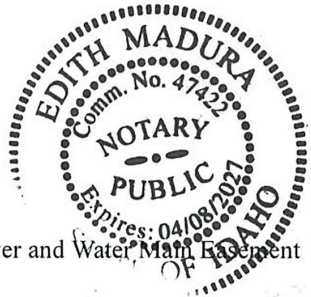
Ahlquist Development, LLC
an Idaho limited liability company,

By: [Signature]
Its: Manager
Date: 8/9/24

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on this 9th day of August, 2024, by Ryan Cleverley as Manager of Ahlquist Development, LLC, the Idaho limited liability company, the Operations Manager of BVA Development, LLC, an Idaho limited liability company, that is the Operations Manager of Ten Mile West Commercial, LLC, the Idaho limited liability company on behalf of which the foregoing is executed.

[Signature]
Notary Signature
My Commission Expires: 4/8/27



GRANTEE: City of Meridian

Robert E. Simison, Mayor 8-20-2024

Attest by Chris Johnson, City Clerk 8-20-2024

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on this 20th day of August, 2024, by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Signature
My Commission Expires: _____

**EXHIBIT A
WATER & SANITARY SEWER EASEMENT
DESCRIPTION**

A parcel of land located in the NE1/4 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 one-quarter corner of Section 15; thence, along the north boundary of said NE1/4 of the SW1/4,

- A. S.89°14'48"E., 539.99 feet; thence, leaving said north boundary,
- B. S.00°45'12"E., 26.50 feet to the **POINT OF BEGINNING**, thence,
 - 1. S.00°45'12"W., 186.95 feet; thence,
 - 2. S.89°14'48"E., 35.54 feet; thence,
 - 3. S.00°45'12"W., 35.00 feet; thence,
 - 4. N.89°14'48"W., 35.54 feet; thence,
 - 5. S.00°45'12"W., 156.00 feet; thence,
 - 6. S.89°14'48"E., 35.54 feet; thence,
 - 7. S.00°45'12"W., 20.00 feet; thence,
 - 8. N.89°14'48"W., 21.34 feet; thence,
 - 9. S.00°45'12"W., 27.38 feet; thence,
 - 10. N.89°14'48"W., 14.20 feet; thence,
 - 11. S.00°45'12"W., 281.37 feet; thence,
 - 12. S.89°14'48"E., 35.54 feet; thence,
 - 13. S.00°45'12"W., 32.00 feet; thence,
 - 14. N.89°14'48"W., 35.54 feet; thence,
 - 15. S.00°45'12"W., 28.50 feet; thence,
 - 16. S.89°14'48"E., 22.00 feet; thence,

17. S.00°45'12"W., 20.00 feet; thence,
18. N.89°14'48"W., 22.00 feet; thence,
19. S.00°45'12"W., 202.01 feet; thence,
20. S.89°14'48"E., 22.00 feet; thence,
21. S.00°45'12"W., 27.18 feet; thence,
22. S.81°11'28"E., 14.87 feet; thence,
23. S.08°48'32"W., 20.00 feet; thence,
24. N.81°11'28"W., 34.26 feet; thence,
25. S.00°45'12"W., 9.51 feet; thence,
26. N.85°19'53"W., 37.09 feet; thence,
27. N.00°45'12"E., 8.13 feet; thence,
28. N.89°14'48"W., 69.00 feet; thence,
29. N.00°45'12"E., 20.00 feet; thence,
30. S.89°14'48"E., 69.00 feet; thence,
31. N.00°45'12"E., 26.37 feet; thence,
32. N.89°14'48"W., 71.50 feet; thence,
33. N.00°45'12"E., 20.00 feet; thence,
34. S.89°14'48"E., 71.50 feet; thence,
35. N.00°45'12"E., 239.25 feet; thence,
36. N.89°14'48"W., 71.50 feet; thence,
37. N.00°45'12"E., 20.00 feet; thence,
38. S.89°14'48"E., 71.50 feet; thence,

Project No: 230734
Date: May 24, 2024
Page 3 of 3

- 39. N.00°45'12"E., 83.25 feet; thence,
- 40. N.89°14'48"W., 71.50 feet; thence,
- 41. N.00°45'12"E., 20.00 feet; thence,
- 42. S.89°14'48"E., 71.50 feet; thence,
- 43. N.00°45'12"E., 359.15 feet; thence,
- 44. N.89°14'48"W., 30.00 feet; thence,
- 45. N.00°45'12"E., 22.35 feet; thence,
- 46. N.89°14'48"W., 41.50 feet; thence,
- 47. N.00°45'12"E., 35.00 feet; thence,
- 48. S.89°14'48"E., 71.50 feet; thence,
- 49. N.00°45'12"E., 186.95 feet; thence,
- 50. S.89°14'48"E., 37.00 feet to the **POINT OF BEGINNING.**

CONTAINING: 1.21 Ac.

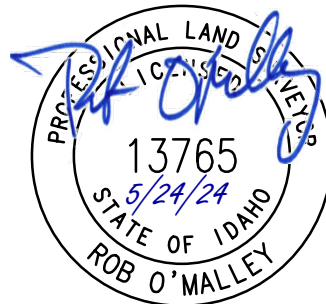


EXHIBIT B- WATER & SEWER EASEMENT

LOCATED IN THE NE1/4 OF THE SW14 OF SECTION 15,

TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO
2024

9 10
16 15 **FRANKLIN ROAD**

N00°42'57"E 1328.65'

N1/16

N00°43'11"E 1328.61'

16 15 S89°14'36"E 1322.75'

CW1/16

BASIS OF BEARINGS

S89°14'48"E 1322.78'

S00°45'12"W

26.50'

782.79'

539.99'

C1/4

POINT OF BEGINNING

BLACK CAT ROAD

N00°43'41"E 1328.19'

N00°40'02"E 1328.41'

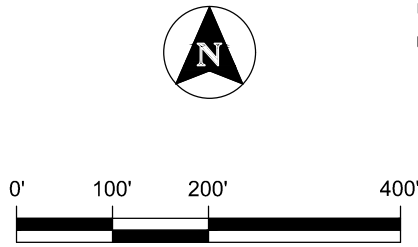
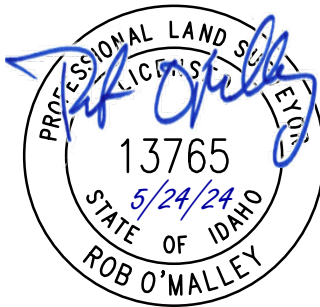


EXHIBIT B
1.21 AC

N00°37'23"E 1328.70'



S1/16

N89°14'03"W 1324

SW1/16

N89°14'03"W 1323.80'

CS1/16

230734-V-XB-UTILITY_ESMNTS.dwg

5/24/24



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