

Project Name or Subdivision Name:

Alamar Subdivision No. 1, Temporary Utility Easement

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-2024-0107

Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between Mayala Investments 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:

Marala Investments LLC

Jeffrey Wrede

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 7/31/2024 (date) by Jeffrey Wrede (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 Marala Investments LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Managing Member (type of authority such as officer or trustee)

Notary Stamp Below



Kristine M. Pietras

Notary Signature
My Commission Expires: 08-31-2027

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: _____

2251 S. Sumac Street, Boise, Idaho 83706

Telephone (208) 859-6032 mike@elsurveys.com

31 July 2024

ELS Project No. 220706 – Alamar Subdivision No. 1

EXHIBIT A
Temporary Utility Easement

A tract of land consisting of two parcels within a portion of Warranty Deed recorded as Instrument No. 2021-084372 within the SE ¼ of the SW ¼ of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, described as follows:

Commencing at an aluminum cap monument marking the southeast corner of said SW ¼ from which a found aluminum cap monument marking the southwest corner of said Section 10 bears N 89°15'34" W a distance of 2640.54 feet;

Thence along the southerly line of said SW ¼, N 89°15'34" W a distance of 743.12 feet to a point;

Thence leaving said southerly line N 00°34'26" E a distance of 591.34 feet to a point here and for convenience called "Point A" from which a found #5 bar with cap PLS 8793 witness corner bears N 89°15'34" W a distance of 2.00 feet;

Thence continuing N 00°34'26" E a distance of 187.11 feet to a found #5 bar with cap PLS 8793;

Thence N 89°15'34" W a distance of 232.80 feet to a found #5 bar with cap PLS 8793;

Thence S 00°34'27" W a distance of 6.82 feet to a point;

Thence N 89°25'33" W a distance of 55.00 feet to the POINT OF BEGINNING.

Thence continuing N 89°25'33" W a distance of 52.00 feet to a point;
Thence S 00°34'27" W a distance of 12.48 feet to a point;
Thence N 89°25'33" W a distance of 15.00 feet to a point;
Thence N 00°34'27" E a distance of 22.48 feet to a point;
Thence S 89°25'33" E a distance of 67.00 feet to a point;
Thence S 00°34'27" W a distance of 10.00 feet to the POINT OF BEGINNING.

Together with the following described parcel:

Commencing at said "Point A" thence N 89°15'34" W a distance of 168.80 feet to the POINT OF BEGINNING.

Thence N 00°34'27" E a distance of 41.47 feet to a point;
Thence S 89°25'33" E a distance of 5.00 feet to a point;
Thence S 00°34'27" W a distance of 41.48 feet to a point;
Thence N 89°15'34" W a distance of 5.00 feet to the POINT OF BEGINNING.

The above-described tract of land is subject to all existing easements and rights-of-way.

See Exhibit B attached and made part of.

EXHIBIT B

CITY OF MERIDIAN - ALAMAR SUBDIVISION PH. 1 TEMPORARY UTILITY EASEMENT

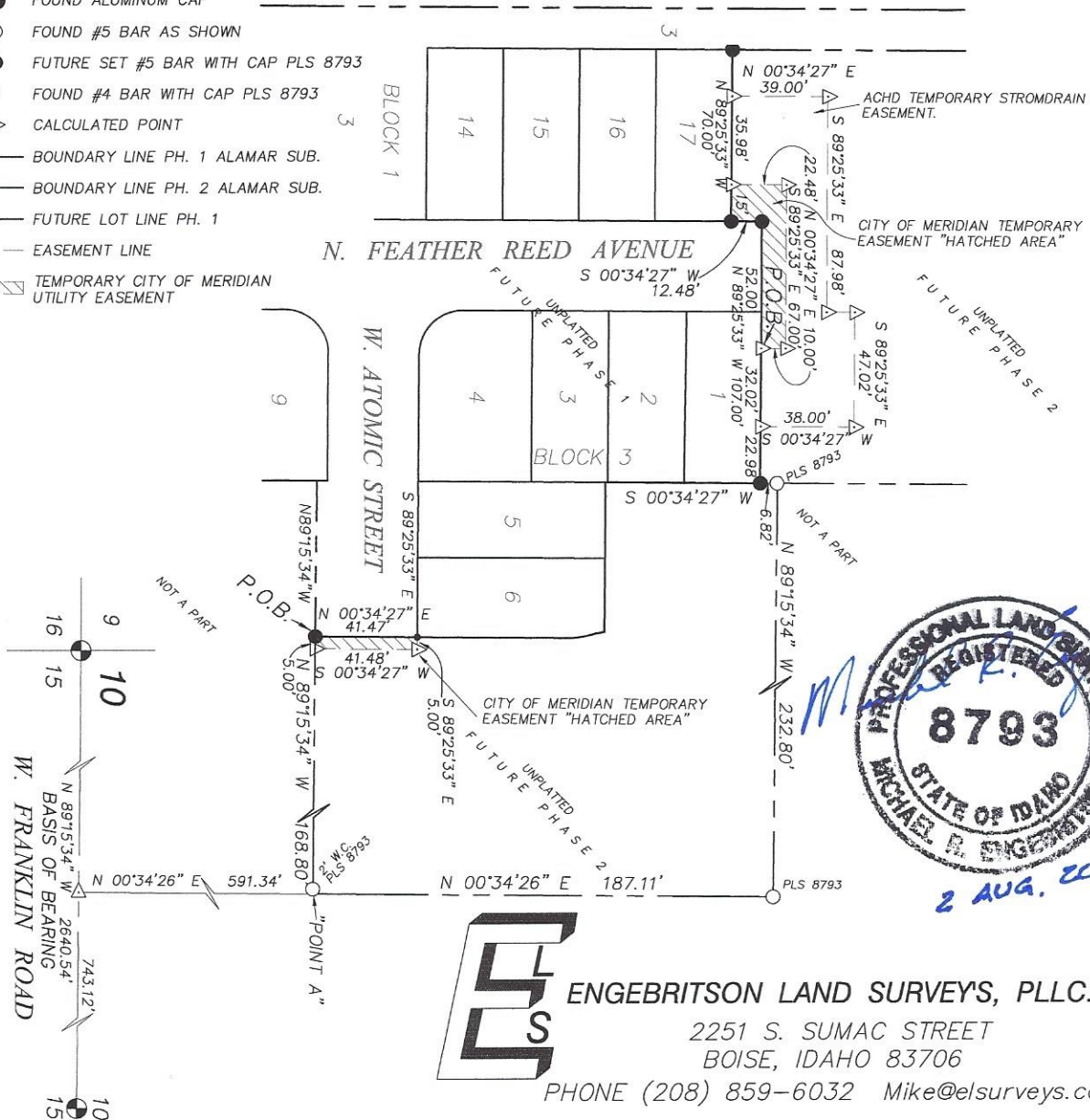
LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 10
T 3 N, R 1 W, B.M., ADA COUNTY, IDAHO

2024



LEGEND

- FOUND ALUMINUM CAP
- FOUND #5 BAR AS SHOWN
- FUTURE SET #5 BAR WITH CAP PLS 8793
- FOUND #4 BAR WITH CAP PLS 8793
- CALCULATED POINT
- BOUNDARY LINE PH. 1 ALAMAR SUB.
- BOUNDARY LINE PH. 2 ALAMAR SUB.
- FUTURE LOT LINE PH. 1
- EASEMENT LINE
- TEMPORARY CITY OF MERIDIAN UTILITY EASEMENT



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