

Project Name or Subdivision Name:

Bountiful Commons East Commercial

Sanitary Sewer & Water Main Easement Number: 3

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-2025-0006**

Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 4th day of February 20 25 between
TMEG PROPERTIES, 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.

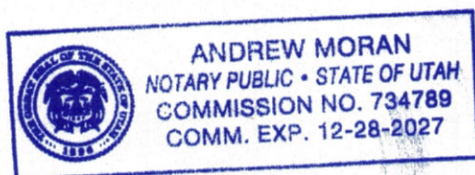
GRANTOR: TMEG PROPERTIES, LLC

TMEG

Utah
STATE OF ~~IDAHO~~)
Davis) ss
County of ~~Ada~~)

This record was acknowledged before me on 1/14/25 (date) by Trevor Gasser (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 Tmeg properties LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

Notary Stamp Below



Andrew Moran

Notary Signature

My Commission Expires: 12/28/2027

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-4-2025

Attest by Chris Johnson, City Clerk 2-4-2025

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 2-4-2025 (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: _____

December 17, 2024
Project No. 24-039
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Sewer and Water Easement over a portion of Lot 3, Block 1 of Bountiful Commons East Subdivision (Book 126 of Plats, Pages 20359-20361), situated in the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the West 1/4 corner of said Section 25, which bears S00°55'15"W a distance of 2,657.84 feet from a found aluminum cap marking the Northwest corner of said Section 25, thence following the westerly line of said Southwest 1/4 of the Northwest 1/4, N00°55'15"E a distance of 1,180.64 feet; Thence leaving said westerly line, S89°04'45"E a distance of 307.03 feet to a found 5/8-inch rebar marking the Northwest corner of said Lot 3;

Thence following the northerly boundary line of said Lot 3, S89°24'37"E a distance of 34.66 feet;

Thence leaving said northerly boundary line, S00°35'23"W a distance of 37.15 feet to the **POINT OF BEGINNING**.

Thence S00°00'00"E a distance of 20.00 feet;

Thence N90°00'00"W a distance of 11.54 feet to an existing City of Meridian Sewer and Water Easement per Instrument No. 2018-098357;

Thence following said existing easement the following three (3) courses:

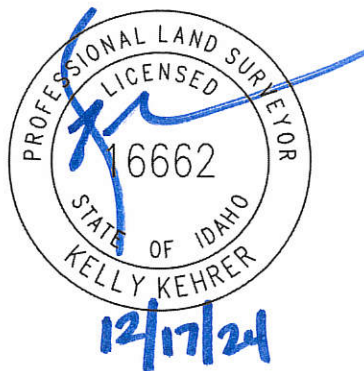
1. N00°00'00"E a distance of 14.35 feet;
2. S89°40'08"E a distance of 8.53 feet;
3. N00°19'52"E a distance of 5.70 feet;

Thence leaving said existing easement, N90°00'00"E a distance of 2.98 feet to the **POINT OF BEGINNING**.

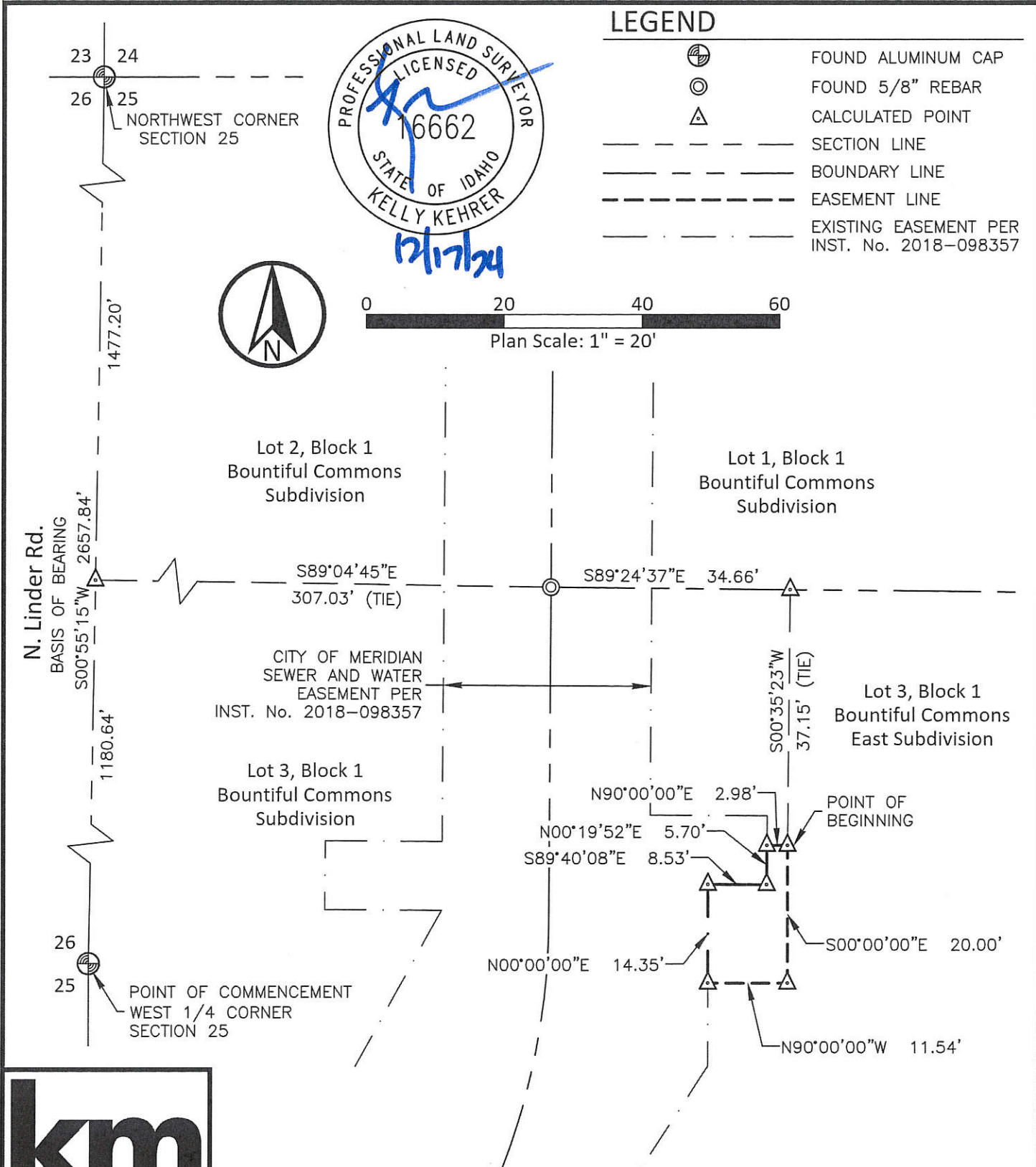
Said parcel contains 182 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records or surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



P:\24-039\CAD\SURVEY\EXHIBITS\24-039 CITY OF MERIDIAN SEWER WATER - LOT 3, BCE SUB.,DWG, BILL HYNSON, 12/17/2024, DWG TO PDF.PC3, 08.5X11 P [PDF]

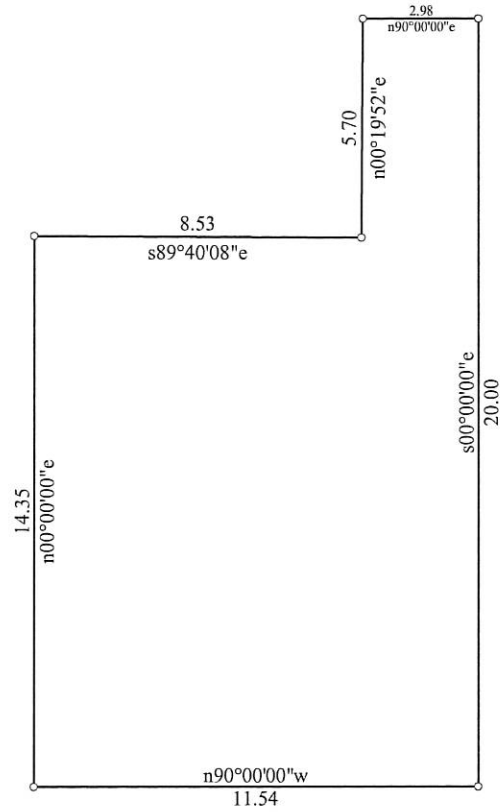


km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE:	December, 2024
PROJECT:	24-039
SHEET:	1 OF 1

Exhibit B
City of Meridian Sewer and Water Easement

A Portion of Lot 3, Block 1 of Bountiful Commons East Subdivision, situated in the SW 1/4 of the NW 1/4, Sec. 25, T.4N., R.1W., B.M., City of Meridian, Ada County, ID



Title:		Date: 12-17-2024
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.004 Acres: 182 Sq Feet: Closure = s77.4129w 0.00 Feet: Precision =1/22037: Perimeter = 63 Feet		
001=s00.0000e 20.00	004=s89.4008e 8.53	
002=n90.0000w 11.54	005=n00.1952e 5.70	
003=n00.0000e 14.35	006=n90.0000e 2.98	