Project Name or Subdivision Name:

## Vanguard Village Subdivision No 1

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.

ESMT-2025-0096

## **SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement made this 19th day of August 2025 between

Ten Mile 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.

T O HAVE AND T O 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: Ten Mile Commercial LLC

SS

STATE OF IDAHO)

County of Ada )

Notary Stamp Below

Notary Signature

My Commission Expires: 03 19 203

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor 8-19-2025	
Attest by Chris Johnson, City Clerk 8-19-2025	5
STATE OF IDAHO, ) : ss. County of Ada )	
	me on 8-19-2025 (date) by Robert E. Simison ty of Meridian, in their capacities as Mayor and City
Notary Stating Bolow	
	Notary Signature My Commission Expires:



August 5, 2025

## EXHIBIT A <u>Easement Description</u>

A parcel of land located in the Southeast Quarter of Section 15, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at the Center West 1/16<sup>th</sup> corner of Section 15, Township 3 North, Range 1 West, Boise Meridian, from which the West Quarter Corner of said Section 15 bears North 89°14'36" West, a distance of 1322.75 feet;

Thence, along said section line, South 89°14'48" East, a distance of 818.33 feet;

Thence, leaving said section line, South 00°45'12" East, a distance of 733.20 feet to the POINT OF BEGINNING;

Thence South 89°14'48" East, 3.15 feet;

Thence South 77°59'48" East, 30.76 feet;

Thence South 89°14'48" East, 703.43 feet to the beginning of a tangent curve to the right;

Thence 141.79 feet, in an Easterly direction, with said tangent curve to the right having a radius of 216.00 feet, a central angle of 37°36'36", and a chord bearing and distance of South 70°26'30" East, 139.25 feet to the beginning of a reverse curve to the left;

Thence 125.33 feet, in an Easterly direction, with said reverse curve to the left having a radius of 185.50 feet, a central angle of 38°42'36", and a chord bearing and distance of South 70°59'30" East, 122.96 feet;

Thence North 89°39'13" East, 55.53 feet to the beginning of a tangent curve to the left;

Thence 191.39 feet, in an Easterly direction, with said tangent curve to the left having a radius of 280.50 feet, a central angle of 39°05'35", and a chord bearing and distance of North 70°06'25" East, 187.70 feet;

Thence North 50°33'37" East, 119.19 feet;

Thence South 39°25'41" East, 32.00 feet;

Thence South 50°33'37" West, 119.18 feet to the beginning of a tangent curve to the right;

Thence 213.22 feet, in a Westerly direction, with said tangent curve to the right having a radius of 312.50 feet, a central angle of 39°05'35", and a chord bearing and distance of South 70°06'25" West, 209.11 feet;

Thence South 89°39'13" West, 55.53 feet to the beginning of a tangent curve to the right;

Thence 146.95 feet, in a Westerly direction, with said tangent curve to the right having a radius of 217.50 feet, a central angle of 38°42'36", and a chord bearing and distance of North 70°59'30" West, 144.17 feet to the beginning of a reverse curve to the left;



Thence 120.78 feet, in a Westerly direction, with said reverse curve to the left having a radius of 184.00 feet, a central angle of 37°36'36", and a chord bearing and distance of North 70°26'30" West, 118.62 feet;

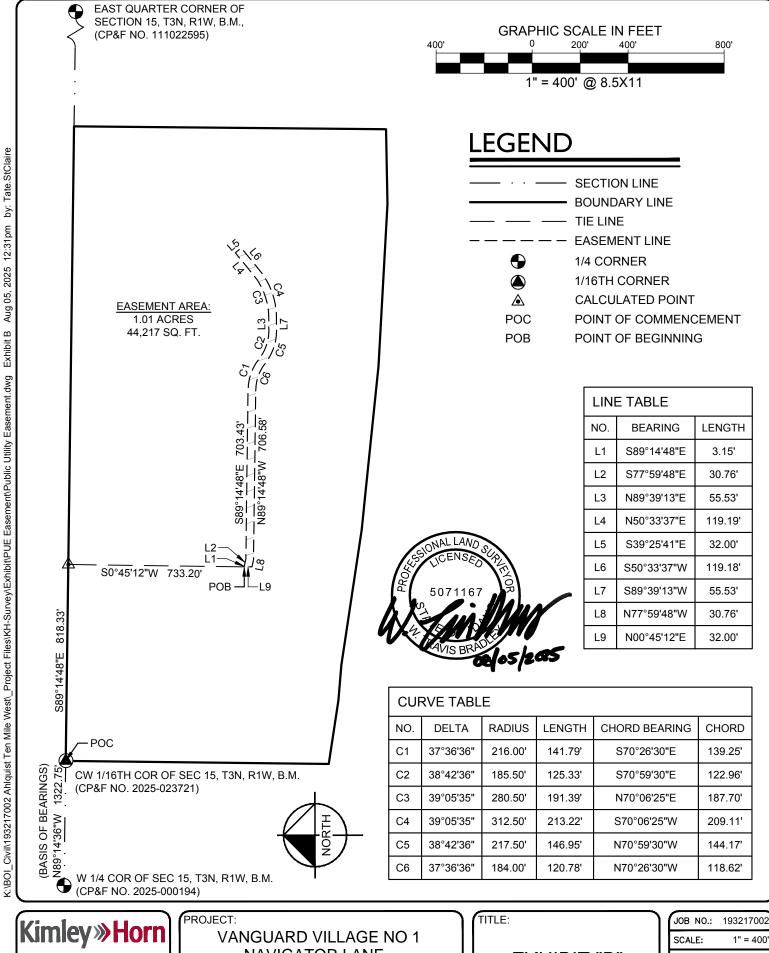
Thence North 89°14'48" West, 706.58 feet;

Thence North 77°59'48" West, 30.76 feet;

Thence North 00°45'12" East, 32.00 feet;

Containing: 44,217 Square Feet or 1.015 Acres.





1100 W. IDAHO STREET

SUITE 210 BOISE, IDAHO 83702 PHONE: (208) 297-2885 www.kimley-horn.com

NAVIGATOR LANE SEWER & WATER EASEMENT

EXHIBIT "B"

1" = 400'

08/05/2025

SHEET:

DATE:

SHEET 2 OF 2