Project Name or Subdivision Name:

Vanguard Village Subdivision No 1

Sanitary Sewer & Water Main Easement Number: 2
Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

ESMT-2025-0093

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 8-19-2029	5
STATE OF IDAHO,) : ss. County of Ada)	
	me on 8-19-2025 (date) by Robert E. Simison City of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	Notary Signature My Commission Expires:



Project No: 240076 Date: July 21, 2025

Page 1 of 1

EXHIBIT A PERMANENT EASEMENT DESCRIPTION

A permanent easement 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 west one-sixteenth corner of said Section 15 from which the center one-quarter corner of said Section bears S.89°14'48"E., 1322.78 feet; thence, along the north boundary of said NE1/4 of the SW1/4,

- A. S.89°14'48"E., 813.29 feet; thence,
- B. S.00°45'12"W., 25.50 feet to a point on the south right-of-way of W. Grand Mogul Drive; thence,
- C. S.13°34'35"W., 33.79 feet; thence,
- D. S.00°45'12"W., 154.50 feet to the **POINT OF BEGINNING**; thence,
 - 1. S.89°14'48"E., 226.00 feet; thence,
 - 2. S.39°31'08"E., 69.01 feet; thence,
 - 3. S.50°28'52"W., 37.00 feet; thence,
 - 4. N.39°31'08"W., 51.87 feet; thence,
 - 5. N.89°14'48"W., 208.86 feet; thence,
 - 6. N.00°45'12"E., 37.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 0.24 Acres

