Sanitary Sewer & Water Main Easement Number:

ESMT-2025-0015

### SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this \_8th\_\_ day of \_July 2025 between <u>MGM Meridian LLC</u> ("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-ofway 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: MGM Meridian UC Manager

Michael Ulfra

STATE OF IDAHO ) ) ss

County of Ada

This record was acknowledged before me on \_\_\_\_\_\_ (date) by \_\_\_\_\_\_\_\_\_(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 \_\_\_\_\_\_\_\_(name of entity on behalf of whom record was executed), in the following representative capacity: \_\_\_\_\_\_\_(type of authority such as officer or trustee)

Notary Stamp Below

see attached hotary cer

Notary Signature My Commission Expires:\_\_\_\_\_

Sanitary Sewer and Water Main Easement

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Version 01/01/2024

ACKNOWLEDG	MENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California County of <u>San Mated</u> )	
On <u>8/27/2024</u> before me, <u>Samo</u> (ins	antha Dippert, Notary Public sert name and title of the officer)
personally appeared <u>Michael Matfi'a</u> who proved to me on the basis of satisfactory evidence subscribed to the within instrument and acknowledged his/her/their authorized capacity(ies), and that by his/he person(s), or the entity upon behalf of which the person	to be the person(s) whose name(s) is/are to me that he/she/they executed the same in er/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws paragraph is true and correct.	of the State of California that the foregoing
WITNESS my hand and official seal. Signature	SAMANTHA DIPPERT Notary Public - California San Mateo County Commission # 2381945 My Comm. Expires Nov 6, 2025

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#### GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-8-2025

Attest by Chris Johnson, City Clerk 7-8-2025

STATE OF IDAHO, ) : ss. County of Ada )

This record was acknowledged before me on  $\frac{7-8-2025}{}$  (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: \_\_\_\_\_

# Kimley »Horn

May 5, 2025

### Easement Legal Description - Exhibit A

A parcel of land being located in the Northeast Quarter of Section 5, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 5, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho from which the North Quarter Corner of said Section 5 bears South 89°39'20" West, a distance of 2,656.46 feet, thence South 89°39'20" West, a distance of 497.37 feet, along said section line and South 00°20'40" East, a distance of 80.91 feet, to a point on the south line of Ustick Road, said point also being a point on the boundary of the property as described in instrument No. 2022-015449 of Official Ada County Records, and continuing along said boundary South 01°05'59" West, a distance of 263.32 feet, said point being the southwesterly corner of Lot 5, Block 1, of the Wadsworth Meridian Subdivision in Book 121 of Plats, Page 19070 of Official Ada County Records, said point also being the **POINT OF BEGINNING** of this description;

Thence South 81°54'00" East, a distance of 24.72 feet;

Thence South 84°06'00" East, a distance of 2.54 feet;

Thence South 37°08'55" East, a distance of 17.21 feet;

Thence South 14°37'52" East, a distance of 125.11 feet;

Thence North 75°22'08" East, a distance of 9.24 feet;

Thence South 14°37'52" East, a distance of 20.00 feet;

Thence South 75°22'08" West, a distance of 9.24 feet;

Thence South 14°37'52" East, a distance of 55.52 feet;

Thence South 03°50'13" West, a distance of 74.21 feet;

Thence North 83°54'02" West, a distance of 33.08 feet;

Thence North 02°09'53" West, a distance of 10.06 feet;

Thence North 11°19'17" East, a distance of 31.69 feet;

Thence North 03°52'03" East, a distance of 13.42 feet;

Thence South 89°39'20" West, a distance of 21.36 feet;

Thence North 00°20'40" West, a distance of 20.00 feet;

# Kimley »Horn

Thence North 89°39'20" East, a distance of 30.86 feet;
Thence North 14°37'52" West, a distance of 187.24 feet;
Thence North 37°08'55" West, a distance of 45.73 feet;
Thence North 71°19'06" West, a distance of 53.08 feet;
Thence North 21°06'39" East, a distance of 29.65 feet;
Thence South 68°53'21" East, a distance of 20.00 feet;
Thence South 21°06'39" West, a distance of 8.79 feet;
Thence South 71°19'06" East, a distance of 35.06 feet;
Thence South 01°05'59" West, a distance of 28.12 feet to the POINT OF BEGINNING.
Containing: 8,757 Sq. Ft. or 0.20 Acres, more or less.



T3N, R1E, B.M. (CP&F 2015053361)

LINE TABLE		
NO.	BEARING	LENGTH
L1	S81°54'00"E	24.72'
L2	S84°06'00"E	2.54'
L3	S37°08'55"E	17.21'
L4	N75°22'08"E	9.24'
L5	S14°37'52"E	20.00'
L6	S75°22'08"W	9.24'
L7	S14°37'52"E	55.52'
L8	N83°54'02"W	33.08'
L9	N02°09'53"W	10.06'
L10	N11°19'17"E	31.69'
L11	N03°52'03"E	13.42'
L12	S89°39'20"W	21.36'
L13	N00°20'40"W	20.00'
L14	N89°39'20"E	30.86'
L15	N37°08'55"W	45.73'
L16	N71°19'06"W	53.08'
L17	N21°06'39"E	29.65'
L18	S68°53'21"E	20.00'
L19	S21°06'39"W	8.79'
L20	S71°19'06"E	35.06'
L21	S01°05'59"W	28.12'

T3N, R1E, B.M. E. USTICK RD. (CP&F 113077810) 32 \_33 (BASIS OF BEARINGS) 497.37 S89°39'20"W 2656.46 4 5 S00°20'40"E 80.91' S01°05'59"W 263.32' <u>L</u>20 R9161790100 P.O.B. \_2 L3 N. EAGLE RD. S00°00'00"E 2611.41 N14°37'52"W 187.24 ΪŔ S1105110111 L14 <del>,</del> 13 S3°50'13"W 74.21 L12 19 5 🔂 4 E. PICARD LN. L8 T3N, R1E, B.M. (CP&F 113077809) GRAPHIC SCALE IN FEET

0

30'

60'

### EGEND SECTION LINE **BOUNDARY LINE** EASEMENT LINE SECTION CORNER QUARTER CORNER CALCULATED POINT .



60



120'

PROF

SPAD

1100

AND

DA

W. IDAHO STREET SUITE 210

horn.com

BOISE, IDAHO 83702 PHONE: (208) 297-2885

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