

*RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:*
City of Meridian
City Clerk
33 E. Broadway Ave
Meridian, Idaho 83642

AGREEMENT CONCERNING EXISTING UTILITY EASEMENT

This Agreement Concerning Existing Utility Easement (“Agreement”) is entered into between PDM, LLC (“Grantor”) and the City of Meridian, an Idaho Municipal Corporation (“City”). The Grantor and City are collectively referred to as the “Parties.”

1. RECITALS

- 1.1. The Grantor owns the real property described in Exhibit A and Exhibit B (“Property”).
- 1.2. The Property is encumbered by a thirty-nine-foot public utility easement (“Easement”), as depicted in Exhibit C.
- 1.3. The City owns, operates, and maintains sanitary sewer and/or water pipelines and related facilities within the Easement.
- 1.4. No permanent structures shall be erected within the Easement.
- 1.5. The Grantor intends to erect a trash enclosure (“Trash Enclosure”) within the Easement, which shall be constructed of removable fencing material, and which shall not exceed 235 square feet.

2. **BINDING AGREEMENT.** In consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties shall be legally bound by this Agreement.
3. **INCORPORATION OF RECITALS.** The Recitals set forth in Section 1 are contractual and binding on the Parties.
4. **TRASH ENCLOSURE.** The City deems the Trash Enclosure to be a temporary improvement, and not a permanent structure. The City agrees that the Trash Enclosure is not precluded by the prohibition concerning permanent structures referenced in Section 1.4. At the City’s request, which may be made in person, telephonically, by email, or in writing, Grantor shall remove the trash enclosure within 24 hours to facilitate any and all City-related work within the Easement. The Grantor shall be solely responsible for removing and/or replacing the Trash Enclosure at Grantor’s expense. If the Grantor fails to timely remove the Trash Enclosure, the City shall be authorized to remove the Trash Enclosure, and Grantor shall timely reimburse the City for any and all expenses incurred by the City.

In the event of a utility emergency, the City may remove the fencing and trash enclosure without prior notice to the Grantor. The Grantor shall timely reimburse the City for any and all expenses incurred by the City.

5. **NOTICES.** All notices, excluding City requests referenced in Section 4, shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at the following addresses:

City Engineer
City of Meridian
33 E. Broadway Avenue
Meridian, ID 83642

PDM, LLC
2124 S Broadway Ave.
Boise, ID 83706

All notices given by certified mail shall be deemed completed as of the date of mailing.

6. **APPROVAL OF TRASH ENCLOSURE.** This Agreement shall not be construed as approval of the Trash Enclosure by the City of Meridian Community Development Department. Grantor agrees to comply with any requirements set forth in the Unified Development Code of the City of Meridian which are applicable to the Trash Enclosure.
7. **LIMITED APPLICATION OF AGREEMENT.** This Agreement pertains only to the Parties and the City-owned utilities referenced in Section 1.3. Grantor acknowledges and agrees that this Agreement does not pertain to other entities which may have a legal right to locate other public utilities in the Easement.
8. **RECORDATION.** The City is authorized to record this Agreement, including all of the Exhibits.
9. **BINDING ON SUBSEQUENT OWNERS.** This Agreement shall be binding on the Grantor, subsequent owners of the Property, and any other person acquiring an interest in the Property.
10. **CHOICE OF LAW AND VENUE.** This Agreement shall be governed and construed in accordance with Idaho law. Any action brought by the Grantor or the City shall be brought within Ada County, Idaho.
11. **ATTORNEY FEES.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled to court costs and reasonable attorney fees as determined by a court of competent jurisdiction.
12. **FINAL AGREEMENT.** This Agreement relates to, but does supplant, the Easement. The Easement and this Agreement, read together, set forth all promises and agreements between

the Parties. Amendments to this Agreement, if any, shall only be effective if approved by the Parties in writing.

13. HEADINGS. The bolded paragraph headings are for convenience only and shall not be used in interpreting or construing this Agreement.

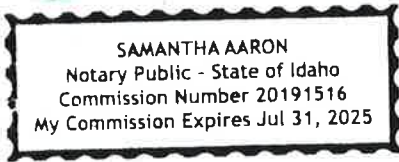
PDM, LLC

By: Philip F Mikelonis

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on this 2nd day of September, 2022, by Philip Mikelonis (name of individual) on behalf of PDM LLC (name of entity on behalf of whom record was executed), in the following representative capacity: owner (type of authority such as officer or managing member).

(stamp)



Notary Signature
My Commission Expires: 7/31/2025

City of Meridian

By: Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on this _____ day of _____, 2022, by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

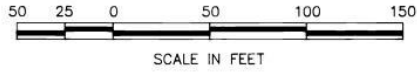
Notary Signature
My Commission Expires: _____

EXHIBIT A

The East 62.18 feet of Lot 3 in Block 1 of the Corner at Vineyards, as measured along the South line, according to the plat thereof, filed in Book 60 of Plats at Pages 5876 and 5877, records of Ada County, Idaho.

Except these portions thereof conveyed to Ada County Highway District for public right of way by deeds recorded under instrument Nos. 94033051 and 94033052 and 94033053.

EXHIBIT B



FOUND 5/8" REBAR
IN POT, POINT ON
CENTERLINE CHERRY LANE

W. CHERRY LANE
(BASIS OF BEARING)
N 89° 33' 47" W 1896.51'

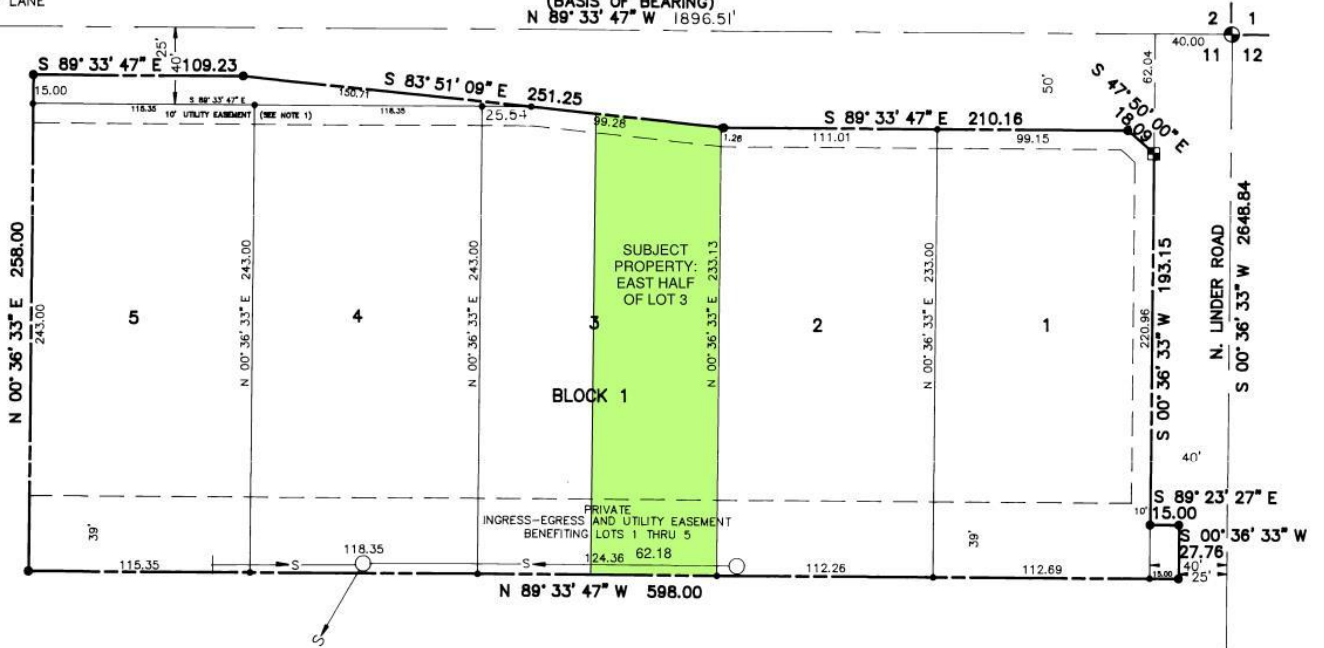


EXHIBIT C

[See attached Recorded Plat]

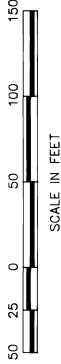
EXHIBIT C

PLAT OF THE CORNER AT VINEYARDS

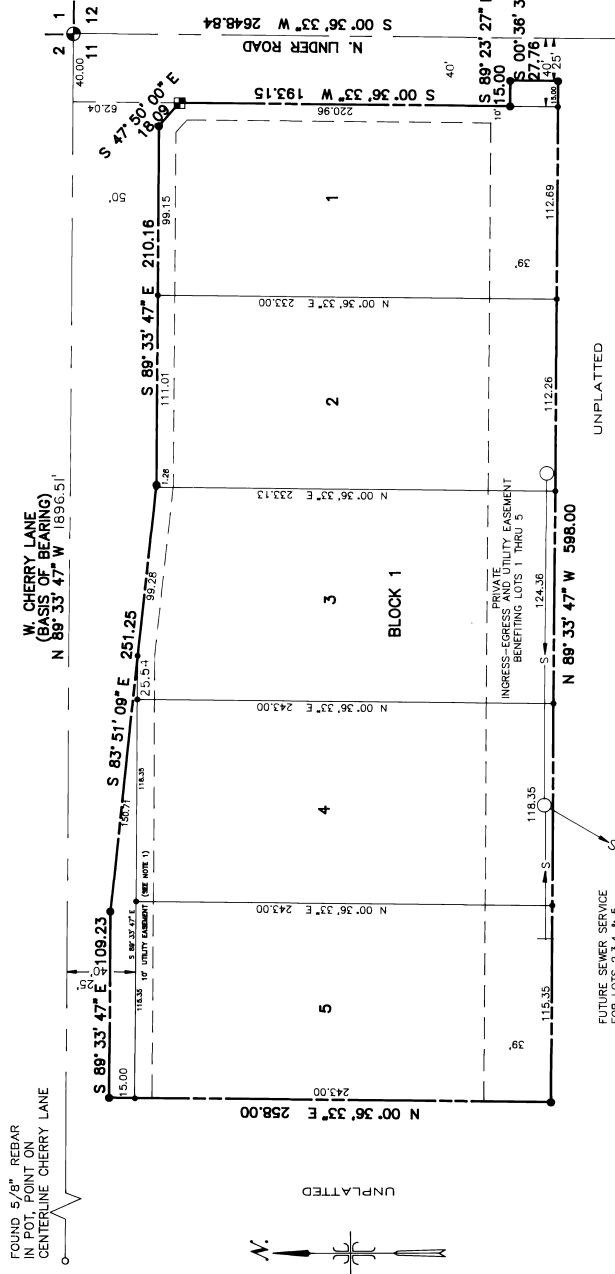
A SUBDIVISION IN THE NE 1/4 OF THE NE 1/4, SECTION 11

T.3N., R.1W., B.M.,
MERIDIAN, ADA COUNTY, IDAHO

1992



UNPLATTED



LEGEND

- Initial Point, Set Aluminum Cap on 2" Pipe
- Found Brass Cap
- Set 5/8"x 30" Rebar with Plastic Cap
- Set 1/2"x 24" Rebar with Plastic Cap
- Boundary Line
- Easement Line

NOTES

1. All lots are hereby designated as having a permanent easement for public utilities, street lights, irrigation and drainage over the ten (10) feet as shown on this plat. The easement shall not include the area within the ten (10) feet as shown on this plat, and shall be subject to the provisions of the Idaho Code, as amended, relating to public utility easements. All lots are hereby designated as having a permanent public access, utilities, irrigation, drainage and ingress-egress easement over the thirty nine (39) feet adjacent to the south lot line. Building setback dimensions in this subdivision shall conform with the applicable zoning regulations in effect at the time of issuance of a building permit.
2. Any subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the resubdivision.
3. Building setbacks in this subdivision shall comply with the applicable zoning regulations in effect at the time of the resubdivision.
4. This subdivision is subject to compliance with the Idaho Code, Sections 31-3805.
5. Direct lot access from Lots 1 thru 5 to Cherry Lane is restricted to two locations: one at Lot 1 and one at Lot 5.
6. Direct lot access from Lots 3 and 4 to Cherry Lane is restricted to two access points.
7. Direct lot access from Lot 5 to Cherry Lane is restricted to two access points.
8. Development of adjacent property.
9. Lots 4 and 5 are hereby designated as having a permanent easement for public access as shown on this plat. This easement shall be subject to the construction of the easement in the future. The easement shall be subject to the construction of the right to build and maintain utility lines and services across this easement.

FUTURE SEWER SERVICE FOR LOTS 2,3,4 & 5

UNPLATTED



MAX A. BOESIGER, INC.
Developer
Boise, Idaho

BRIGGS ENGINEERING, INC.
Consulting Engineers
Boise, Idaho

THE CORNER AT VINEYARDS

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THE UNDERSIGNED, JOHN A. DYER, PERSONAL REPRESENTATIVE, JOHN A. DYER, MAVERIK COUNTRY STORES, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF UTAH, STODDARD/MURRAY PROPERTIES PARTNERSHIP NO.2, A PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO, DAN L. MURRAY, PARTNER, RICHARD BOESSIGER, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO, AND MAX A. BOESSIGER, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO, ARE HEREBY CERTIFYING THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT; THE OWNERS ALSO HEREBY CERTIFY THAT THIS PLAT COMPLES WITH IDAHO CODE 50-1334, (2). ALL LOTS IN SUBDIVISION WILL RECEIVE DOMESTIC WATER SERVICE FROM THE CITY OF MERIDIAN AND THE CITY OF MERIDIAN HAS AGREED TO WITHDRAW TO SERVE THIS SUBDIVISION.

A PARCEL OF LAND BEING A PORTION OF THE NE 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A BRASS CAP MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 11 OF TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, AND BEING THE POINT OF BEGINNING OF THE WESTERLY RIGHT-OF-WAY OF N. LINDER ROAD, WHICH IS THE INITIAL POINT OF THIS DESCRIPTION; THENCE SOUTH 00°33'37"WEST 193.15 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY; THENCE SOUTH 89°23'27"EAST 15.00 FEET ALONG THE WESTERLY BOUNDARY OF THE SAID N. LINDER ROAD TO A POINT; THENCE SOUTH 00°36'33"WEST 27.78 FEET ALONG THE WESTERLY BOUNDARY OF THE SAID N. LINDER ROAD TO A POINT; THENCE NORTH 89°33'47"WEST 598.00 FEET TO A POINT; THENCE NORTH 00°36'33"EAST 258.00 FEET TO A POINT; THENCE SOUTH 89°33'47"EAST 109.23 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY OF CHERRY LANE TO A POINT; THENCE SOUTH 83°51'09"EAST 251.25 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY OF CHERRY LANE TO A POINT; THENCE SOUTH 89°33'47"EAST 210.16 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY OF CHERRY LANE TO THE INITIAL POINT OF THIS DESCRIPTION, COMPRISING 3.28 ACRES, MORE OR LESS. THE STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC, AND THE RIGHT TO THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO THE EASEMENTS INDICATED IS HEREBY DEDICATED TO THE PUBLIC, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 14th DAY OF November, 1991.

ESTATE OF MARY NAOMI DYER
John A. Dyer, Personal Representative
MAVERIK COUNTRY STORES, INC.
Stoddard/Murray Properties Partnership No.2
Dan L. Murray, Partner
WILLIAM CALL, PRESIDENT
MAX A. BOESSIGER, INC.
Richard Boessiger, Vice-President

STATE OF IDAHO
COUNTY OF ADA
ON THIS 14th DAY OF November, 1991, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY OF ADA, KNOWN TO ME TO BE PERSONAL REPRESENTATIVE OF THE ESTATE OF MARY NAOMI DYER, AND OWNER OF A PORTION OF THE ABOVE DESCRIBED PROPERTY WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Notary Public for Idaho
My Commission Expires: 6/1/95



STATE OF UTAH
COUNTY OF TARRANT
ON THIS 19th DAY OF November, 1991, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF UTAH, KNOWN TO ME TO BE A PARTNER IN THE BUSINESS OF MAVERIK COUNTRY STORES, INC., THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT
MY COMMISSION EXPIRES: 6/1/95

STATE OF UTAH
COUNTY OF ADA
ON THIS 19th DAY OF November, 1991, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DAN L. MURRAY, KNOWN TO ME TO BE A PARTNER IN THE BUSINESS OF MAVERIK COUNTRY STORES, INC., THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT
MY COMMISSION EXPIRES: 6/1/95

STATE OF IDAHO
COUNTY OF ADA
ON THIS 14th DAY OF November, 1991, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RICHARD BOESSIGER, KNOWN TO ME TO BE VICE PRESIDENT AND SECRETARY OF MAX A. BOESSIGER, INC., THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

STATE OF IDAHO
COUNTY OF ADA
ON THIS 14th DAY OF November, 1991, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RICHARD BOESSIGER, KNOWN TO ME TO BE VICE PRESIDENT AND SECRETARY OF MAX A. BOESSIGER, INC., THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT
MY COMMISSION EXPIRES: 6/1/95

STATE OF IDAHO
COUNTY OF ADA
ON THIS 14th DAY OF November, 1991, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RICHARD BOESSIGER, KNOWN TO ME TO BE VICE PRESIDENT AND SECRETARY OF MAX A. BOESSIGER, INC., THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT
MY COMMISSION EXPIRES: 6/1/95

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT
SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REVIEWED, ACCORDING TO THE LETTERS TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.

BY:
CENTRAL DISTRICT HEALTH DEPARTMENT

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE
THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 14th DAY OF November, 1991.

APPROVAL OF CITY COUNCIL
Jack Wickmann, City Clerk in and for the City of Meridian, Idaho, do hereby certify that at a regular meeting of the City Council held on the 14th day of November, 1991, this plat was duly accepted and approved.

CERTIFICATE OF COUNTY TREASURER
Barbara Bessinger, County Treasurer in and for the County of Meridian, Idaho, do hereby certify that any and all current and/or delinquent county property taxes for the year 1991 included in this proposed subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

COUNTY RECORDERS CERTIFICATE
INSTRUMENT NO. 9229679
STATE OF IDAHO)
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF BARBARA BESSINGER AT 3:00 P.M. ON THIS 14th DAY OF MAY 1991 IN MY OFFICE AND WAS DULY RECORDED IN BOOK 60 OF PLATS AT PAGES 587L AND 587T.

DEPUTY
OFFICE RECORDER

SHEET 2 OF 2
C-VINBK 3/11/92