

ESMT-2023-0040 Mclinder Subdivision No. 2
Water Main Easement No. 1

WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20__ between TS Development LLC
("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the water main 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 water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A ,B, and C)

The easement hereby granted is for the purpose of construction and operation of 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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: ~~TS~~ Development LLC

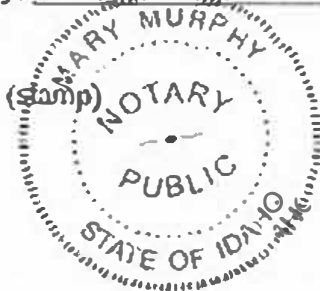
Thomas Bevan JM

STATE OF IDAHO)

) SS

County of Ada)

This record was acknowledged before me on 3/4/2023 (date) by Thomas Bevan Jr.
(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 TS Development LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: Managing Member (type of authority such as officer or trustee)



Notary Signature

My Commission Expires: 7/18/2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on _____ (date) 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: _____



Sawtooth Land Surveying, LLC

2030 S. Washington Ave.
Emmett, ID 83617
P: (208) 398-8104
F: (208) 398-8105

City of Meridian Water Easement

An easement being a portion of Lot 23, Block 1, of McLinder Subdivision No. 2, as shown in Book 111 of Plats at Page 16156, Ada County Records, located in the NW1/4 of the NW1/4 of Section 36, T. 4 N., R. 1 W., B.M., City of Meridian, Ada County, Idaho more particularly described as follows:

COMMENCING at a 1/2" rebar/cap PLS 14221 marking the northeast corner of said lot 23;

Thence N 89°26'18" W., parallel with the north line of said Lot 23, a distance of 34.50 feet;

Thence S. 00°33'42" W., parallel with the east line of said Lot 23, a distance of 35.11 feet to the **POINT OF BEGINNING**;

Thence S. 00°33'42" W., parallel with the east line of said Lot 23, a distance of 10.00 feet;

Thence S. 89°26'18" E., parallel with the north line of Lot 23, a distance of 8.00 feet;

Thence S. 00°33'42" W., parallel with said east line, 5.00 feet;

Thence N. 89°26'18" W., parallel with said north line, 12.00 feet;

Thence N. 00°33'42" E., parallel with said east line, 15.00 feet;

Thence S. 89°26'18" E., parallel with said north line, 4.00 feet; to the **POINT OF BEGINNING**.

The above described easement contains 100 square feet more or less.

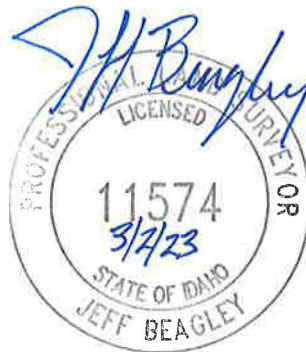
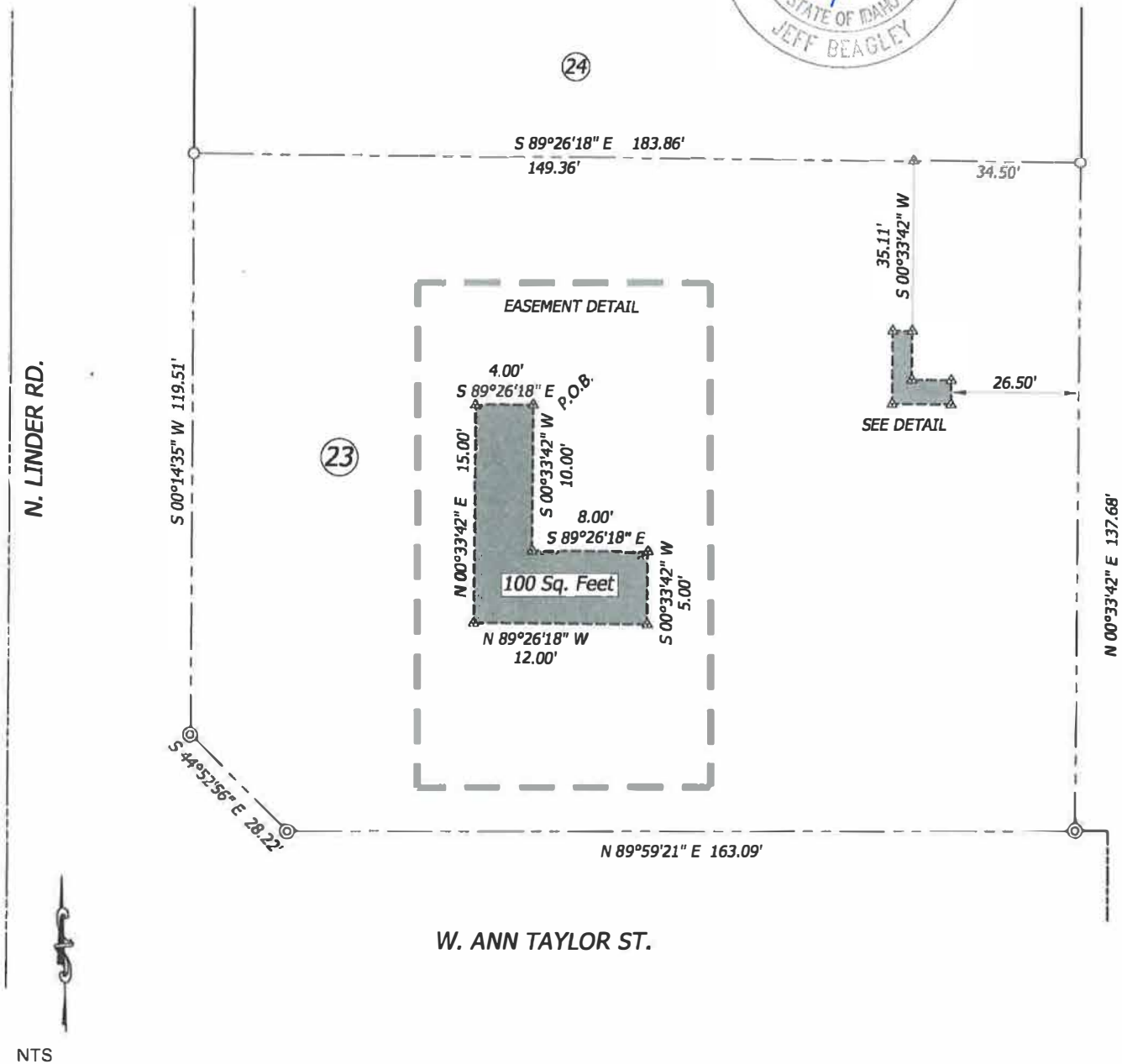
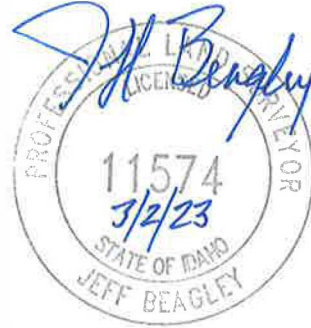


EXHIBIT A

LOCATED IN THE NW 1/4 OF THE NW 1/4 SECTION 36,
T. 4 N., R. 1 W., B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO
2023



PROJECT:

CITY OF MERIDIAN
WATER EASEMENT EXHIBIT
LOT 23, BLOCK 1
McLINDER SUBDIVISION NO. 2

CLIENT:

MARY MURPHY

DATE:

2/2023



SAWTOOTH
Land Surveying, LLC

2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
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WWW.SAWTOOTHLS.COM

DWG #

121373

PROJECT#

121373-Ex

SHEET

1 OF 1



Sawtooth Land Surveying, LLC

2030 S. Washington Ave.
Emmett, ID 83617
P: (208) 398-8104
F: (208) 398-8105

City of Meridian Water Easement

An easement being a portion of Lot 26, Block 1, of McLinder Subdivision No. 2, as shown in Book 111 of Plats at Page 16156, Ada County Records, located in the NW1/4 of the NW1/4 of Section 36, T. 4 N., R. 1 W., B.M., City of Meridian, Ada County, Idaho more particularly described as follows:

COMMENCING at a 1/2" rebar/cap PLS 14221 marking the southeast corner of said lot 26;

Thence N. 00°34'02" E., coincident with the easterly line of said Lot 26, a distance of 48.88 feet;

Thence S. 89°26'18" E., continuing along the easterly line of said Lot 26, a distance of 12.48 feet;

Thence N. 00°33'02" E., continuing along the easterly line of said Lot 26, a distance of 15.36 feet to the **POINT OF BEGINNING**;

Thence N. 89°26'18" W., parallel with the south line of said Lot 26, a distance of 15.35 feet;

Thence N. 00°33'42" E., parallel with the east line of said Lot 26, a distance of 10.00 feet;

Thence S. 89°26'18" E., parallel with said south line, 15.35 feet;

Thence S. 00°33'42" W., parallel with said east line, 10.00 feet to the **POINT OF BEGINNING**.

The above described easement contains 154 square feet more or less.

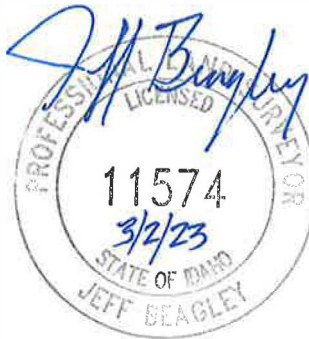
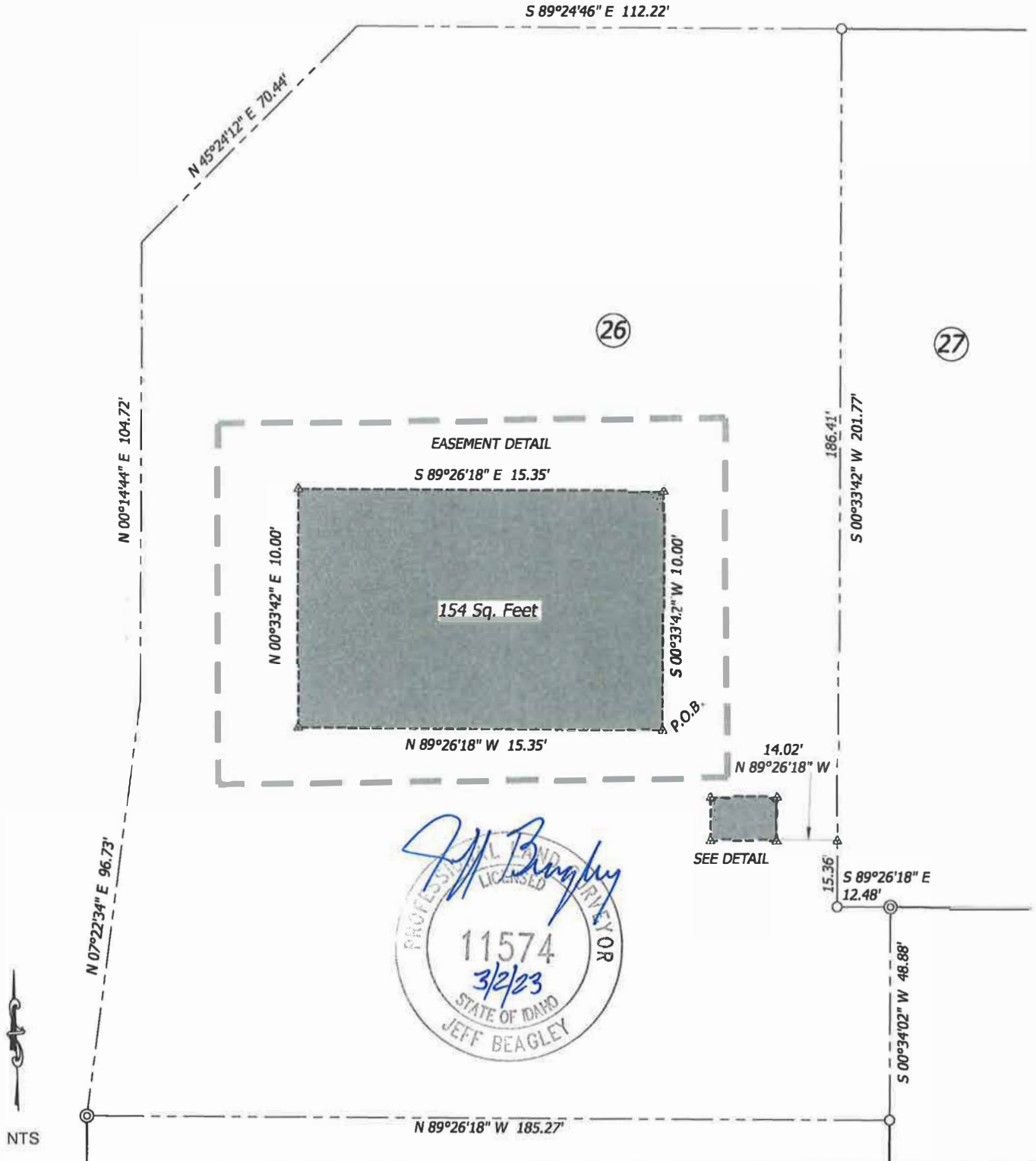


EXHIBIT B

LOCATED IN THE NW 1/4 OF THE NW 1/4 SECTION 36,
T. 4 N., R. 1 W., B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO
2023



PROJECT:

CITY OF MERIDIAN
WATER EASEMENT EXHIBIT
LOT 26, BLOCK 1
McCLINDER SUBDIVISION NO. 2

CLIENT:

MARY MURPHY

DATE:

2/2023



SAWTOOTH
Land Surveying, LLC

2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
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DWG #

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PROJECT#

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SHEET

1 OF 1



Sawtooth Land Surveying, LLC

2030 S. Washington Ave.,
Emmett, ID 83617
P: (208) 398-8104
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City of Meridian Water Easement

An easement being a portion of Lot 29, Block 1, of McLinder Subdivision No. 2, as shown in Book 111 of Plats at Page 16156, Ada County Records, located in the NW1/4 of the NW1/4 of Section 36, T. 4 N., R. 1 W., B.M., City of Meridian, Ada County, Idaho more particularly described as follows:

COMMENCING at a 1/2" rebar/cap PLS 14221 marking the southwest corner of said lot 29;

Thence N. 00°33'42" E., coincident with the west line of said Lot 29, a distance of 59.00 feet, to the **POINT OF BEGINNING**;

Thence continuing N. 00°33'42" E., coincident with said west line of Lot 29, a distance of 20.00 feet;

Thence S. 89°26'18" E., parallel with the south line of said Lot 29, a distance of 7.00 feet;

Thence S. 00°33'42" W., parallel with said west line, 20.00 feet;

Thence N. 89°26'18" W., parallel with said south line, 7.00 feet, to the **POINT OF BEGINNING**.

The above described easement contains 140 square feet more or less.

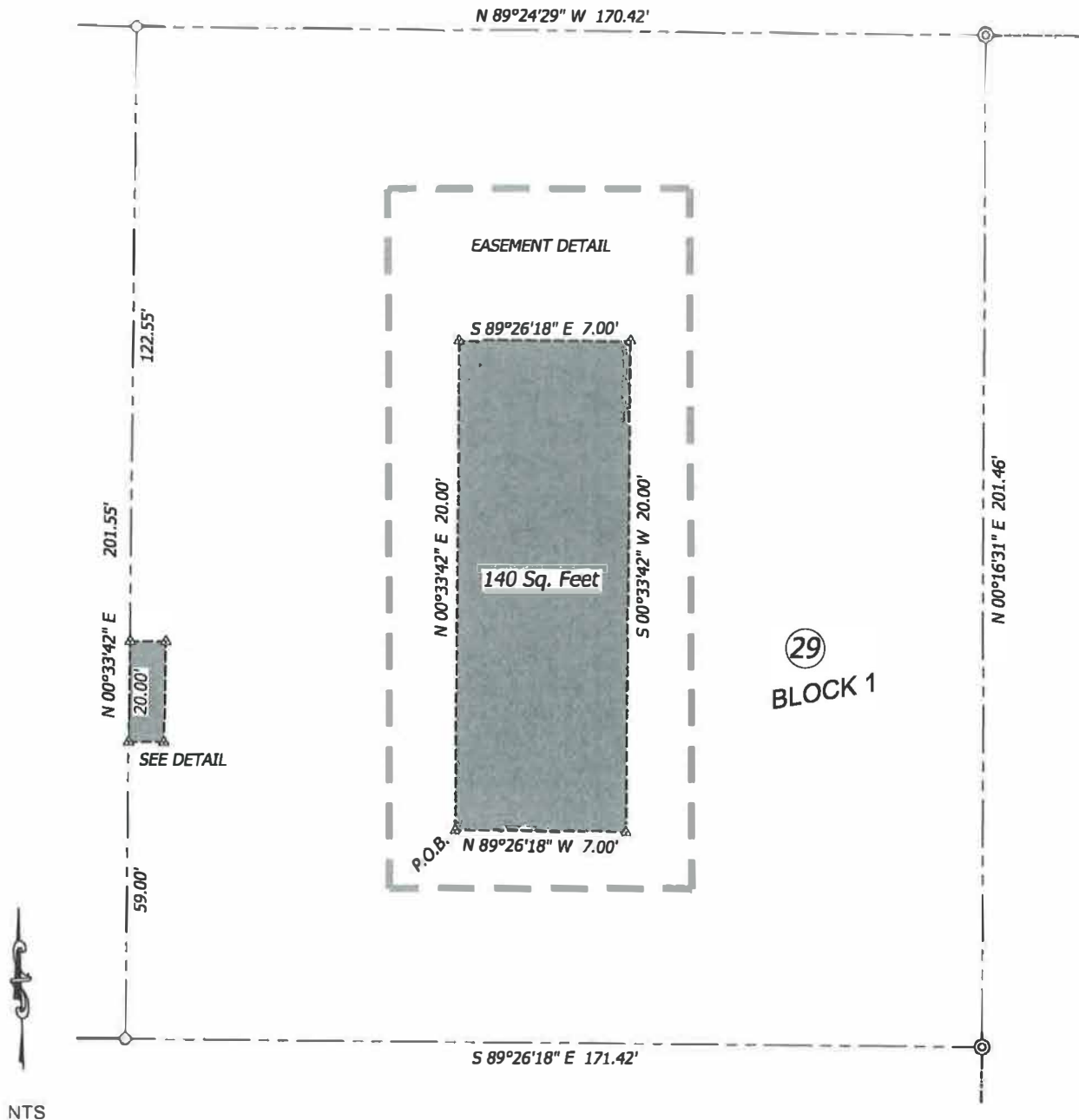


EXHIBIT C

LOCATED IN THE NW 1/4 OF THE NW 1/4 SECTION 36,
T. 4 N., R. 1 W., B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO
2023



W. McMILLAN RD.



NTS

PROJECT:

CITY OF MERIDIAN
WATER EASEMENT EXHIBIT
LOT 29, BLOCK 1
McCLINDER SUBDIVISION NO. 2

CLIENT:

MARY MURPHY

DATE:

2/2023



SAWTOOTH
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DWG #

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PROJECT#

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SHEET

1 OF 1