

WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of April, 2022 between Encore 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 and B)

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:




STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 3/1/2022(date) by Michael Burdye (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 Encore Development LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

(stamp)




Notary Signature
My Commission Expires: 3/29/2022

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-5-2022

Attest by Chris Johnson, City Clerk 4-5-2022

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.

Notary Signature

My Commission Expires: 4-5-2022 _____

March 1, 2022
Project Name: 2054 Everest Office
Project No. 21-171
City of Meridian Water Main Easement
Easement No.: ESMT-2022-0137
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Main Easement over a portion of Lot 19, Block 1 of Hastings Subdivision No. 3 (Book 112 of Plats, Pages 16342-16344), situated in the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass plug marking the Southwest corner of said Lot 19, which bears $S00^{\circ}21'16''W$ a distance of 154.99 feet from a found 1/2-inch rebar marking the Northwest corner of said Lot 19, thence following the westerly boundary line of said Lot 19, $N00^{\circ}21'16''E$ a distance of 91.91 feet; Thence leaving said westerly boundary line, $S89^{\circ}38'44''E$ a distance of 15.00 feet to the westerly line of an existing City of Meridian Sanitary Sewer and Water Main Easement per Instrument No. 2017-084174 and being the **POINT OF BEGINNING**.

Thence $S89^{\circ}49'15''E$ a distance of 7.50 feet;
Thence $N46^{\circ}41'33''E$ a distance of 11.26 feet;
Thence $S89^{\circ}38'34''E$ a distance of 8.83 feet;
Thence $S00^{\circ}20'55''W$ a distance of 10.00 feet;
Thence $N89^{\circ}38'34''W$ a distance of 4.83 feet;
Thence $S46^{\circ}41'33''W$ a distance of 11.24 feet;
Thence $N89^{\circ}49'15''W$ a distance of 5.52 feet to said westerly easement line;
Thence following said westerly easement line the following three (3) courses:
1. $N00^{\circ}21'16''E$ a distance of 5.27 feet;
2. $N89^{\circ}38'44''W$ a distance of 6.00 feet;
3. $N00^{\circ}21'16''E$ a distance of 4.71 feet to the **POINT OF BEGINNING**.

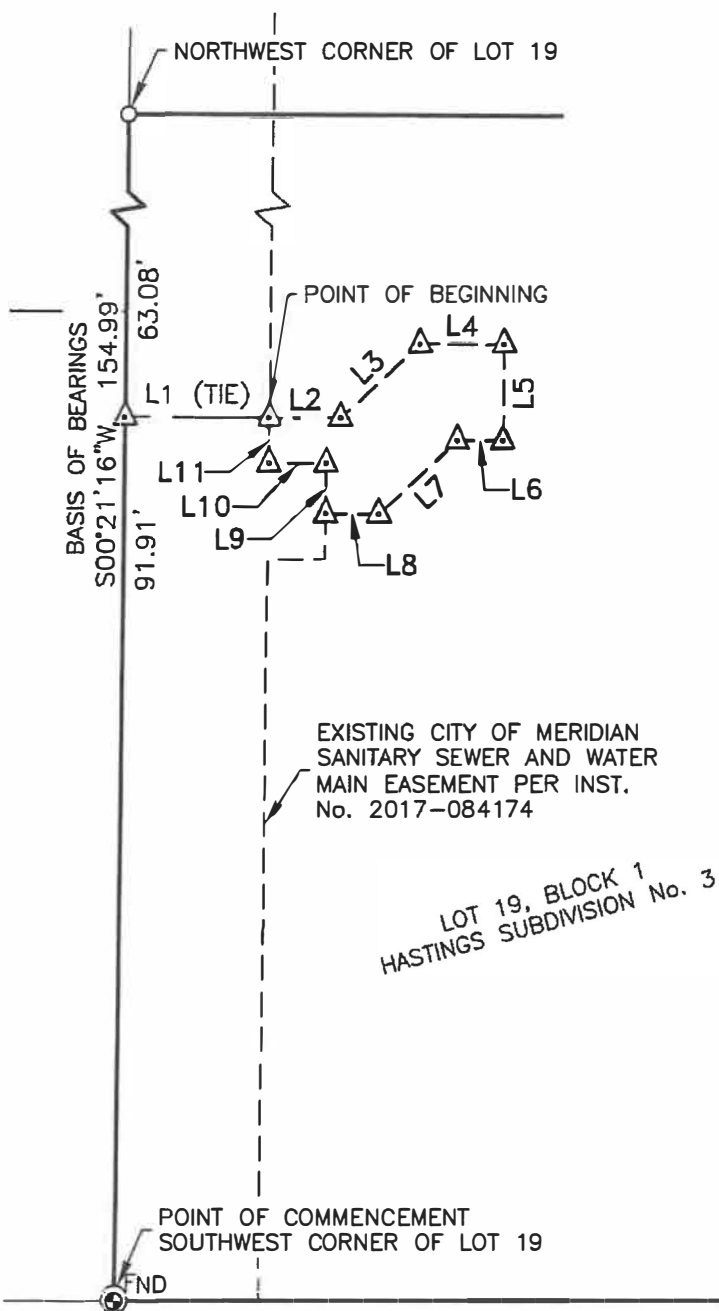
Said parcel contains 244 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



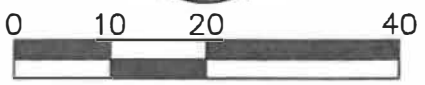
P:\21-171\CAD\SURVEY\EXHIBITS\21-171 WATER MAIN EASEMENT.DWG, BILL HYNSON, 3/1/2022, DWG TO PDF.PC3, 08.5X11 P [PDF]



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°38'44\"E	15.00
L2	S89°49'15\"E	7.50
L3	N46°41'33\"E	11.26
L4	S89°38'34\"E	8.83
L5	S0°20'55\"W	10.00
L6	N89°38'34\"W	4.83
L7	S46°41'33\"W	11.24
L8	N89°49'15\"W	5.52
L9	N0°21'16\"E	5.27
L10	N89°38'44\"W	6.00
L11	N0°21'16\"E	4.71

LEGEND

	FOUND BRASS PLUG
	FOUND 1/2\" REBAR
	CALCULATED POINT
	BOUNDARY LINE
	EASEMENT LINE
	EXISTING EASEMENT LINE, AS NOTED
	SURVEY TIE LINE



Plan Scale



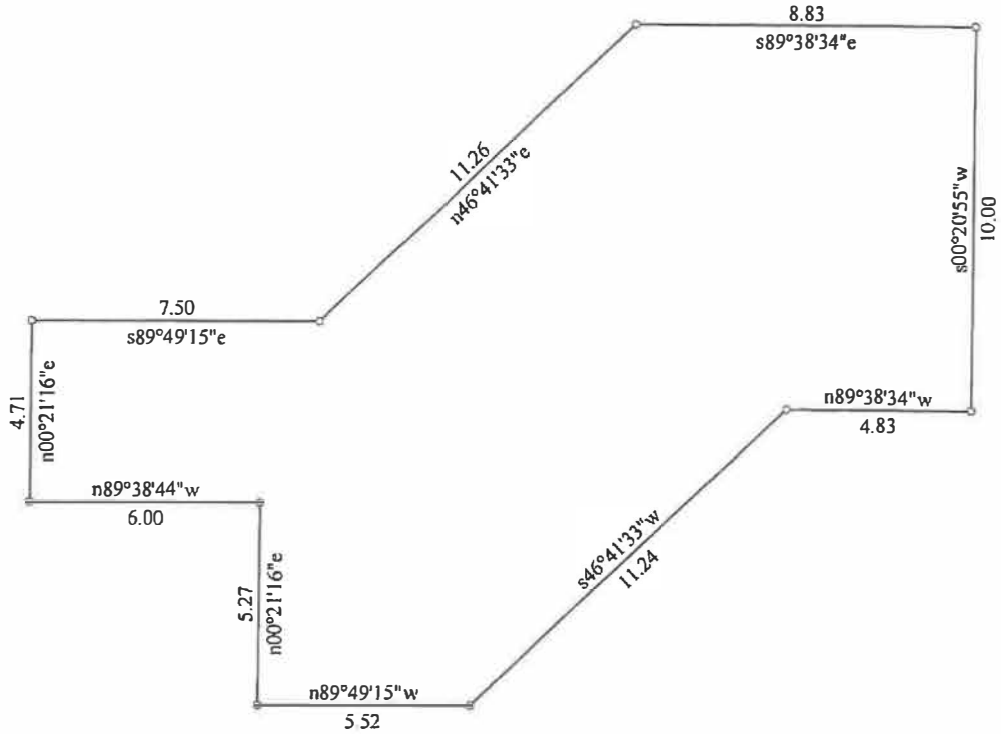
km
ENGINEERING
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 639-6939
 kmengllp.com

DATE: March 2022
 PROJECT: 21-171

SHEET:
1 OF 1

Exhibit B
City of Meridian Water Main Easement

A portion of Lot 19, Block 1 of Hastings Subdivision No. 3, situated in the Northwest 1/4 of the Northeast 1/4 of Section 26, T. 4 N., R. 1 W., B.M., City of Meridian, Ada County, Idaho



Title:		Date: 03-01-2022
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.006 Acres: 244 Sq Feet: Closure = n86.1152e 0.00 Feet: Precision = 1/16575: Perimeter = 75 Feet		
001=s89.4915e 7.50	005=n89.3834w 4.83	009=n89.3844w 6.00
002=n46.4133e 11.26	006=s46.4133w 11.24	010=n00.2116e 4.71
003=s89.3834e 8.83	007=n89.4915w 5.52	
004=s00.2055w 10.00	008=n00.2116e 5.27	