WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of April , 20 22 between BVABC Eagle View, 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

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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:

Thel W. Casper, Vice President of BV Management Services, Inc., an Idaho corporation, the Executive Manager of BVABC Eagle View, LLC

STATE OF IDAHO)

County of Bonneville)

This record was acknowledged before me on AND (date) by Thelw. Casper (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 BVABC Eagle View, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Vice President of the Executive Manager of BVABC Eagle View, LLC (type of authority such as officer or trustee)

(stamp)

BRANDI LOVE
COMMISSION NO. 37925
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 04/12/26

Notary Signature

My Commission Expires: 4-12-2026

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 $\frac{4-5-2022}{}$ (date) by Robert E. Simis and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and Clerk, respectively.
Notary Signature
My Commission Expires:

2775 W. Navagator Drive, Suite 210 Meridian, Idaho 83642 www.horrocks.com



Idaho Office Tel: 208.463.4197 Fax: 208.463.7561

Date: February 1, 2022 Project: ID-1755-1905

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EXHIBIT A

This Easement is situated in a portion of the N.E. ¼ of the S.W. ¼ of Section 16, Township 3 North, Range 1 East of the Boise Meridian, City of Meridian, Ada County Idaho, also being in Lot 20, Block 1 of Rackham Subdivision, Book 120, pages 18,582 to 18,588, records of Ada County and more particularly described as follows:

- 1) **COMMENCING** at the northwest corner of said Lot 20; thence along the north boundary of said Lot 20, also being along the southerly right-of-way of Interstate 84 as shown on the Plan and Profile plan set of Interstate Highway No. 84, F.A.P. No. IR-84-1(12) 45 on file in the office of the Idaho Transportation Department,
- 2) N.82°19'49"E., 87.76 feet to the northeast corner of Utility Easement, instrument # 2020-117724, records of Ada county, thence leaving the north boundary of said Lot 20 and following along the east boundary of said instrument # 2020-117724,
- 3) S.06°50'41"E., 102.29 feet; thence continuing,
- 4) N.75°17'31"E., 12.18 feet; thence continuing,
- 5) S.14°42'29"E., 20.00 feet to the **POINT OF BEGINNING**; thence,
- 6) S.14°42'29"E., 19.00 feet; thence,
- 7) S.75°17'31"W., 11.83 feet to a point on the east boundary of said instrument # 2020-117724; thence along said east boundary,
- 8) N.14°42'29"W., 19.00 feet; thence continuing,
- 9) N.75°17'31"E., 11.83 feet to the **POINT OF BEGINNING.**

