Project Name or Subdi	vision Name:
Pine 43 West	
	Number: 1 ial number if the project contains more than one titions/checklist for additional information.
For Internal Use Only Record Number:	ESMT-2025-0110

WATER MAIN EASEMENT

THIS Easement Agreement made this	day of	20.	between	
DRB Investments, LLC	("Grantor")	and the City of M	Ieridian, an Id	laho 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, 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-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:

DRB Investments, LLC - Dennis Baker, Manager

STATE OF IDAHO)

) ss

County of Ada

This record was acknowledged before me on <u>\$\frac{1}{27\cdot 25}\$</u> (date) by <u>Dennis Baker</u> (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 <u>DRB Investments, LLC</u> (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

Notary Stamp Below

Notary Signature

My Commission Expires:

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 betand Chris Johnson on behalf of the Clerk, respectively.	fore me on (date) by Robert E. Simison he City of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	N
	Notary Signature
	My Commission Expires:



August 19, 2025 Project No. 25-020 City of Meridian Water Easement

Exhibit A

A parcel of land for a City of Meridian Water Easement being a portion of Lot 5 of Pleasant Valley Subdivision (Book 12 of Plats, Page 665), situated in the Northeast 1/4 of the Northwest 1/4 of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the North 1/4 corner of said Section 8, which bears S89°59′17″E a distance of 2,652.59 feet from a found brass cap marking the Northwest corner of said Section 8, thence following the northerly line of said Northeast 1/4 of the Northwest 1/4, N89°59′17″W a distance of 891.30 feet;

Thence leaving said northerly line, S00°00′43″W a distance of 430.47 feet to the POINT OF BEGINNING.

Thence S89°41'49"E a distance of 32.00 feet;

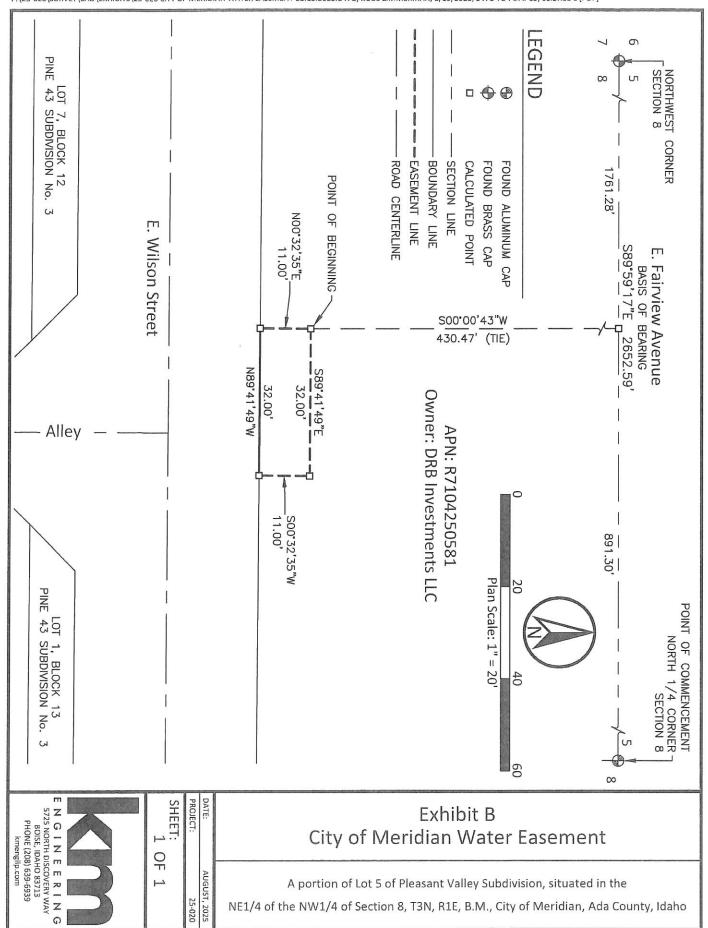
Thence S00°32′35″W a distance of 11.00 feet to the northerly right-of-way of E. Wilson Street; Thence following said northerly right-of-way, N89°41′49″W a distance of 32.00 feet; Thence leaving said northerly right-of-way, N00°32′35″E a distance of 11.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 352 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.

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





s89°41'49"e 32 32 n89°41'49"w 8/19/2025 File: Scale: 1 inch= 5 feet Tract 1: 0.0081 Acres (352 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=86 ft. 01 s89.4149e 32 02 s00.3235w 11 03 n89.4149w 32 04 n00.3235e 11