

ESMT-2022-0181 3410 W. Nelis Drive

WATER MAIN EASEMENT

THIS Easement Agreement, made this 21st day of June, 20 22 between Golden Ogden Properties 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 thi 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: Golden Ogden Properties LLC by Terrence M. White, Member:



See Notary Acknowledgement on
following page

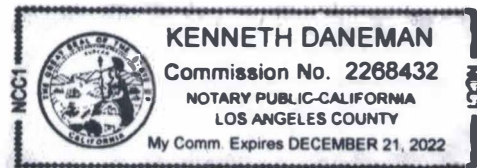
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On **April 21, 2022** before me, Kenneth Daneman, Notary Public, personally appeared **Terrence M. White** (on behalf of Golden Ogden Properties, LLC), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

A handwritten signature in blue ink, written over a horizontal line. The signature is stylized and appears to be 'Terrence M. White'.

(Seal)

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 6-21-2022

Attest by Chris Johnson, City Clerk 6-21-2022

STATE OF IDAHO,)

; ss.

County of Ada)

This record was acknowledged before me on 6-21-2022 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(seal)

Notary Signature
My Commission Expires: 3-28-2028

Exhibit A
Description for
Meridian Water Main Easement
3410 W. Nellis Drive
April 15, 2022

A portion of Lot 5, Block 2, McNelis Subdivision as file in Book 100 of Plats at Pages 13082 through 13084, records of Ada County, Idaho located within the Southeast 1/4 of the Southeast 1/4 of Section 34, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the South corner of said Lot 5, from which the westerly angle point of said Lot 5, bears North 52°44'39" West, 347.43 feet; thence North 38°02'50" West, 34.44 feet to the westerly boundary line of existing water main easement 'N' recorded on October 25, 2007 as Instrument No. 107145840 and re-recorded on January 31, 2008 as Instrument No. 108011075, records of Ada County, Idaho and the **REAL POINT OF BEGINNING**;

thence leaving said westerly boundary line, North 65°06'00" West, 11.82 feet;

thence North 30°16'32" West, 99.05 feet;

thence North 59°43'28" East, 59.48 feet;

thence South 30°16'32" East, 20.00 feet;

thence South 59°43'28" West, 39.48 feet;

thence South 30°16'32" East, 72.78 feet;

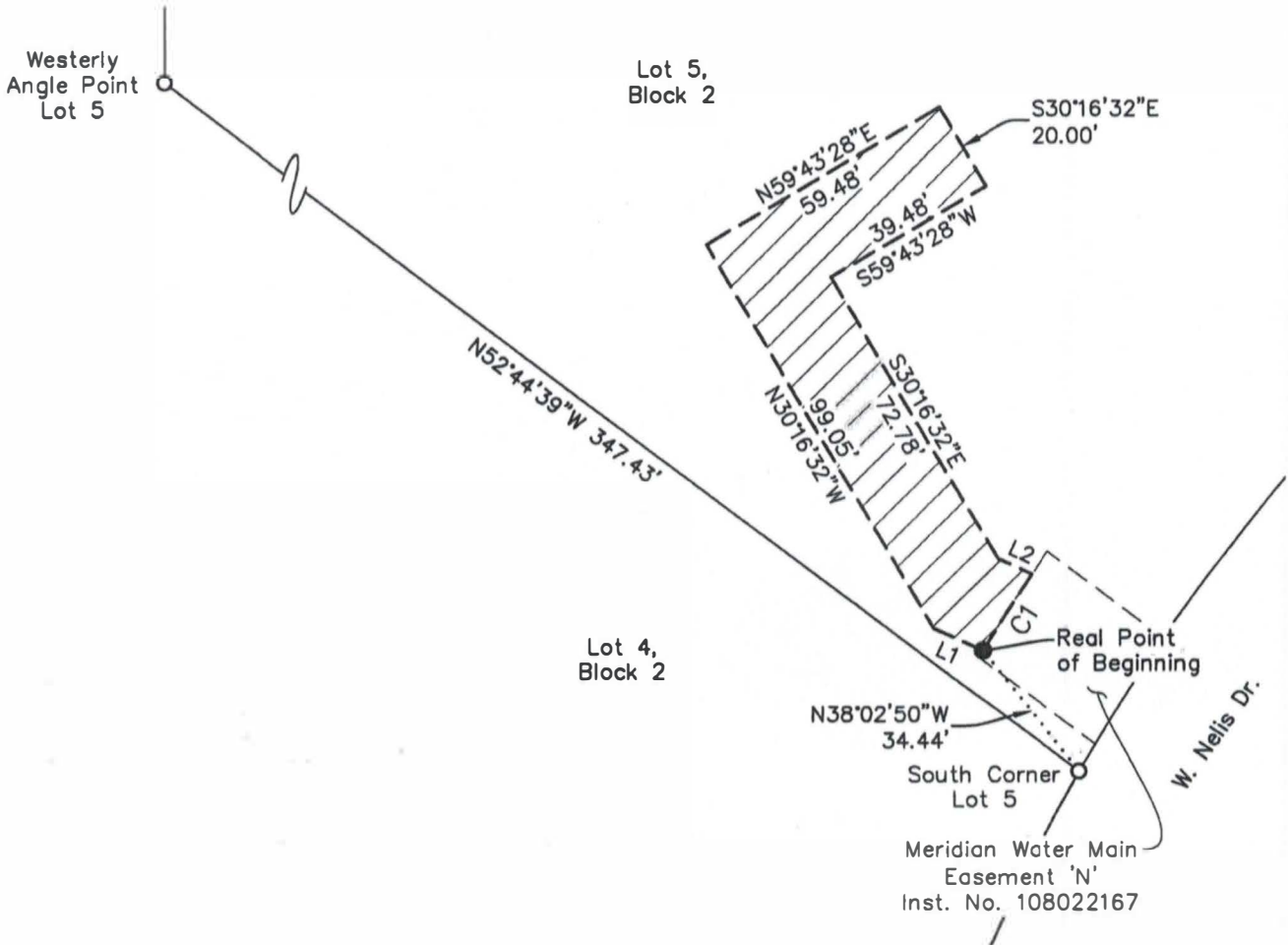
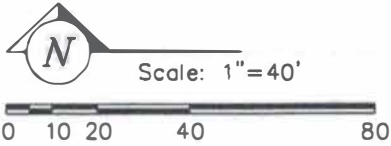
thence South 65°06'00" East, 8.15 feet, to the westerly boundary line of said existing water main easement 'N';

thence on said westerly boundary line, 20.17 feet on the arc of a curve to the left having a radius of 459.00 feet, a central angle of 02°31'04", and a long chord which bears South 32°19'42" West, 20.17 feet to the **REAL POINT OF BEGINNING**.

Containing 2906 square feet or 0.07 acres, more or less.

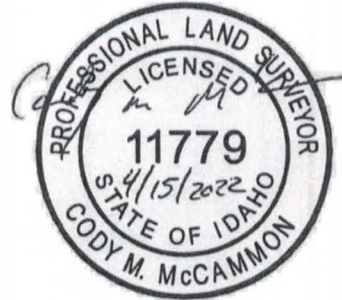
End of Description.





LINE TABLE		
LINE	LENGTH	BEARING
L1	11.82	N65°06'00"W
L2	8.15	S65°06'00"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	459.00	20.17	20.17	S32°19'42"W	2°31'04"



P:\NW Beverage 22-070\dwg\22070Exhibit.dwg 4/15/2022 12:10:22 PM

	IDAHO SURVEY GROUP, LLC 9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570	Exhibit B Drawing for Meridian Water Main Easement 3410 W. Nellis Drive	Job No. 22-070
		Lot 5, Block 2, McNellis Subdivision located in the SE1/4 of the SE1/4 of Section 34, T.4N., R.1W., B.M., Meridian, Ada County, Idaho.	Sheet No. 1
		Dwg. Date 4/15/2022	