

**Project Name (Subdivision):**

Fowler Orthodontics

**Water Main Easement Number:** \_\_\_\_\_

Identify this Easement by sequential number if Project contains more than one Water Main easement.  
( See Instructions for additional information).

### **WATER MAIN EASEMENT**

THIS Easement Agreement, made this \_\_\_\_\_ day of November, 20 21 between Fowler Capital 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



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: \_\_\_\_\_



**TEALEY'S LAND  
SURVEYING**

12594 W. Explorer Drive, Suite 150 • Boise, Idaho 83713

(208) 385-0636

Fax (208) 385-0696

Project No.: 4817  
Date: April 12, 2021

**EXHIBIT "A"**

**DESCRIPTION OF**  
**MERIDIAN WATER MAIN EASEMENT**  
**FOR**  
**FOWLER ORTHODONTICS**

A parcel of land being a portion of Lot 10 of Block 4 of Bonito Subdivision No. 2 as on file in Book 92 of Plats at Pages 10877 through 10879 in the Office of the Recorder for Ada County, Idaho, said parcel being situated in the NE 1/4 of Section 20, T.3N., R.1E., B.M., Meridian, Ada County, Idaho and more particularly described as follows:

COMMENCING at the Northeast corner of said Section 20, marked by a brass cap; thence along the East line of said Section 20

South 00°14'50" West 1267.09 feet to a point on the extended North line of said Lot 10; thence leaving said East line along said extended North line and the North line of said Lot 10

North 90°00'00" West 178.70 feet to the Northwest corner of said Lot 10; thence along the West line of said Lot 10

South 00°00'00" West 44.50 feet to the POINT OF BEGINNING; thence leaving said West line at right angles

North 90°00'00" East 18.00 feet to a point; thence along a line parallel with said West line

South 00°00'00" West 10.00 feet to a point; thence at right angles

South 90°00'00" West 18.00 feet to a point on said West line; thence along said West line

North 00°00'00" East 10.00 feet to the POINT OF BEGINNING

**Said Parcel Contains 180 Square Feet (0.004 Acre), more or less.**





**EXHIBIT "B"**  
**CITY OF MERIDIAN WATER EASEMENT**  
**FOR FOWLER ORTHODONTICS**  
IN LOT 10, BLOCK 4, BONITO SUB. No. 2  
IN THE NE 1/4 OF SECTION 20, T.3N., R.1E., B.M.,  
MERIDIAN, ADA COUNTY, IDAHO

E. OVERLAND ROAD 17  
20 16  
21

LOT 9  
BLOCK 4

LOT 8  
BLOCK 4

NW CORNER  
LOT 10

N 90°00'00" W 178.70'

48.00'  
NE CORNER  
LOT 10

EASEMENT  
180 S.F.  
0.004 AC.

N 90°00'00" E

18.00'

P.O.B.

S 00°00'00" W  
10.00'

S 90°00'00" W

18.00'

LOT 10  
BLOCK 4

PROPOSED BUILDING

EXIST. MERIDIAN SEWER &  
WATER EASE. PER PLAT  
OF BONITO SUB No. 2

LOT 8  
BLOCK 4

S 00°00'00" W 137.42'

82.92'

15'

35.00'

161.98'

1267.09'

S 00°14'50" W 2651.93'

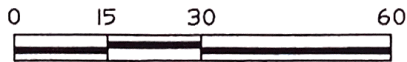
1384.84'

20

21



NORTH



SCALE IN FEET

1" = 30'

UNPLATTED

**TEALEY'S LAND SURVEYING**

12594 W. EXPLORER DRIVE, SUITE 150, BOISE, ID 83713

208-385-0636

