Project Name (Subdivision): Budget Blinds

<u>Water Main Easement Number:</u> 1 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 _____, 20___ between Quent Blodgett ("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-ofway 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 $\frac{n/l_b/2022}{locat}$ (date) by <u>Queut Blocken</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>Queut Blocken</u> (name of entity on behalf of whom record was executed), in the following representative capacity: <u>INDIVIDUAL</u> (type of authority such as officer or trustee)

(stamp) Notary Signature JOHN IRVING My Commission Expires: UWE, ZZ Notary Public - State of Idaho Commission Number 52283 Commission Expires Jun 22, 2026

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:



November 9, 2022 Project No. 21-125 City of Meridian Water Line Easement Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Line Easement over portions of Lot 1 and Lot 2, Block 1 of Budget Blinds Subdivision (Book 124 of Plats, Pages 19770-19772), situated in the Northeast 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 5/8-inch rebar marking the Northwest corner of said Budget Blinds Subdivision, which bears N00°21′08″E a distance of 310.13 feet from the Southwest corner of said Budget Blinds Subdivision, being witnessed by a found 5/8-inch rebar, which bears N00°21′08″E a distance of 1.00 feet; Thence following the westerly boundary line of said Budget Blinds Subdivision, S00°21′08″W a distance of 310.13 feet to said Southwest corner;

Thence leaving said westerly subdivision boundary line and following the southerly boundary line of said Budget Blinds Subdivision, S89°38'52"E a distance of 20.84 feet to the **POINT OF BEGINNING**.

Thence leaving said southerly subdivision boundary line, N00°20'59"E a distance of 188.39 feet;

Thence N44°39'01"W a distance of 14.00 feet;

Thence N00°20'59"E a distance of 19.80 feet;

Thence S89°39'01"E a distance of 20.00 feet;

Thence S00°20'59"W a distance of 11.52 feet;

Thence S44°39'01"E a distance of 14.00 feet;

Thence S00°20'59"W a distance of 196.67 feet to said southerly subdivision boundary line;

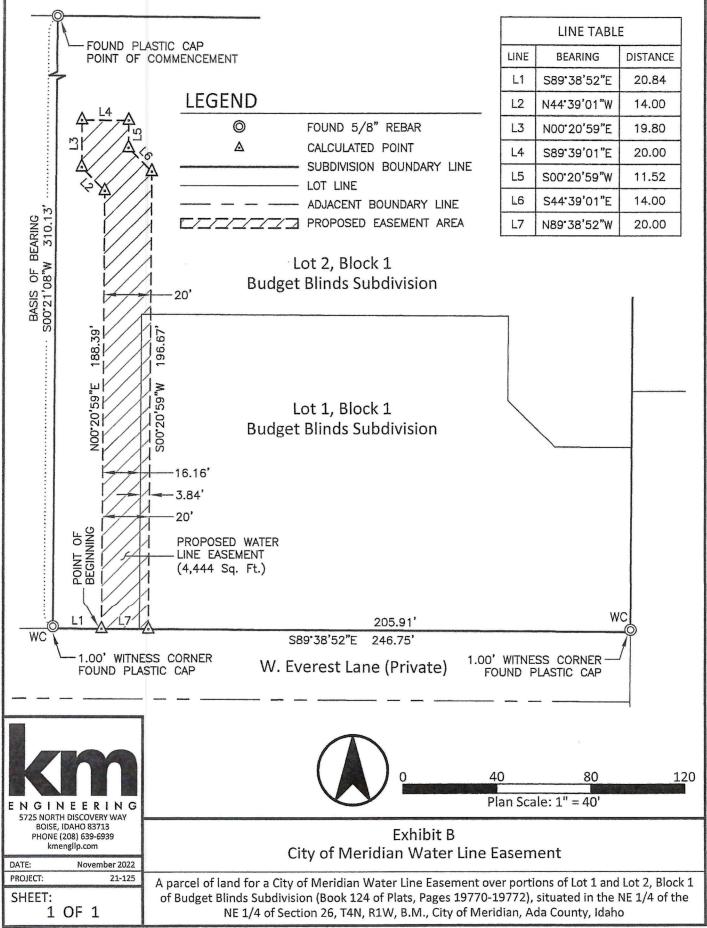
Thence following said southerly subdivision boundary line, N89°38'52"W a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 4,444 square feet, more or less, and is subject to all existing easements and/or rights-ofway of record or implied.

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

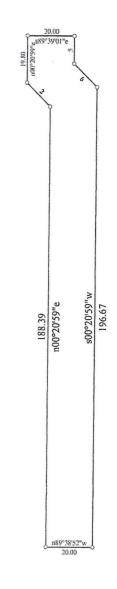
Attached hereto is Exhibit B and by this reference is made a part hereof.





P:\21-125\CAD\SURVEY\EXHIBITS\21-125 WATER UNE EASEMENT.DWG, JOSHUA JANTZ, 11/10/2022, \\KMEBOIDC1\TOSHIBA E-STUDIO907,

יוויידי וידעומר/משת/בעד.דאל:



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Title: Water Line Easement		Date: 11-09-2022	
Scale: 1 inch = 40 feet	File: Deed Plotter (1).des		
Tract 1: 0.102 Acres: 4444 Sq Feet: Closure = s00.2103w 0.00 Feet: Precision >1/9999999: Perimeter = 484 Feet			
001=n00.2059e 188.39 002=n44.3901w 14.00 003=n00.2059e 19.80	004=s89.3901e 20.00 005=s00.2059w 11.52 006=s44.3901e 14.00	007=s00.2059v 008=n89.3852v	