

<p>Project Name (Subdivision): Roaring Springs East Expansion</p> <hr/> <p>Water Main Easement Number: 2</p> <p>Identify this Easement by sequential number if Project contains more than one Water Main easement. (See Instructions for additional information).</p>
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WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of ___, 20___ between BOWDEN PROPERTIES, INC (“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

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: **BOWDEN PROPERTIES, INC**
an Idaho limited liability company

Patrick Morandi

By: PATRICK MORANDI, Member and Manager

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 3/21/2022 by Patrick Morandi on behalf of Bowden Properties, Inc. in the following representative capacity: Member and Manager



Linda Boots

Notary Signature

My Commission Expires: 05/31/25

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: _____



**DESCRIPTION
WATER LINE EASEMENT
FOR
BOWDEN PROPERTIES LLC
EASEMENT NO. 2**

EXHIBIT "A"

The following describes a 20.00 foot wide waterline easement lying within a portion of Lots 12 through 15, Block 1, Plat of Interstate Center a Subdivision, Book 74, Pages 7656-7357, Ada County Record's and also lying within a portion of the Southeast Quarter (SE1/4) of Section 13, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the southeast corner of said Section 13; Thence, along the south boundary line of said SE1/4, as shown in said Interstate Center Subdivision, North 89°46'23" West, 412.04 feet; Thence, North 01°02'27" East, 45.00 feet to the southeast corner of said Lot 15 and to the northerly right of way of West Overland Rd.; Thence, along the south boundary line of said Lot 15, North 89°46'23" West, 133.20 feet to the **POINT OF BEGINNING**;

Thence, continuing along said south boundary line and said northerly right of way, North 89°46'23" West, 20.00 feet;

Thence, departing said south boundary line and said right of way, North 00°47'09" East, 37.15 feet;

Thence, North 45°47'09" East, 59.17 feet;

Thence, North 00°01'16" West, 368.04 feet;

Thence, North 89°59'07" East, 27.14 feet;

Thence, South 00°00'53" East, 20.00 feet;

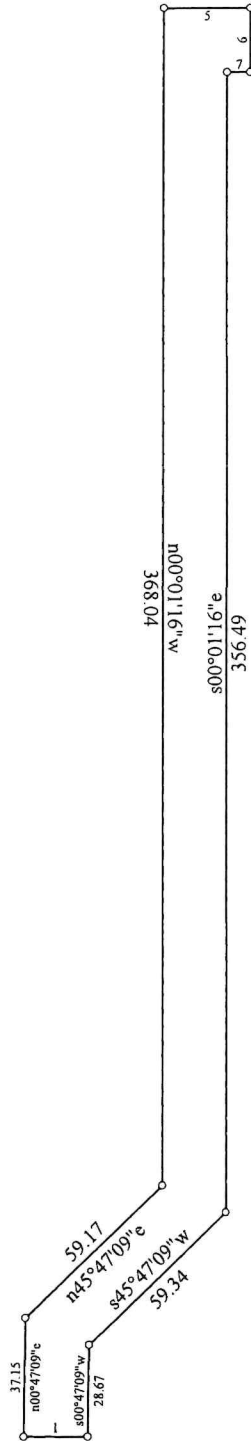
Thence, South 89°59'07" West, 7.14 feet;

Thence, South 00°01'16" East, 356.49 feet;

Thence, South 45°47'09" West, 59.34 feet;

Thence, South 00°47'09" West, 28.67 feet to the **POINT OF BEGINNING**, containing 0.217 acres or 9,431 square feet more or less.

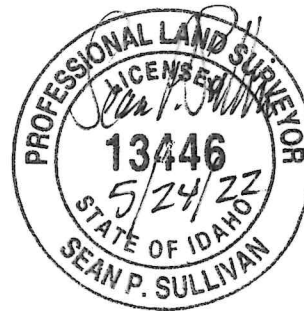
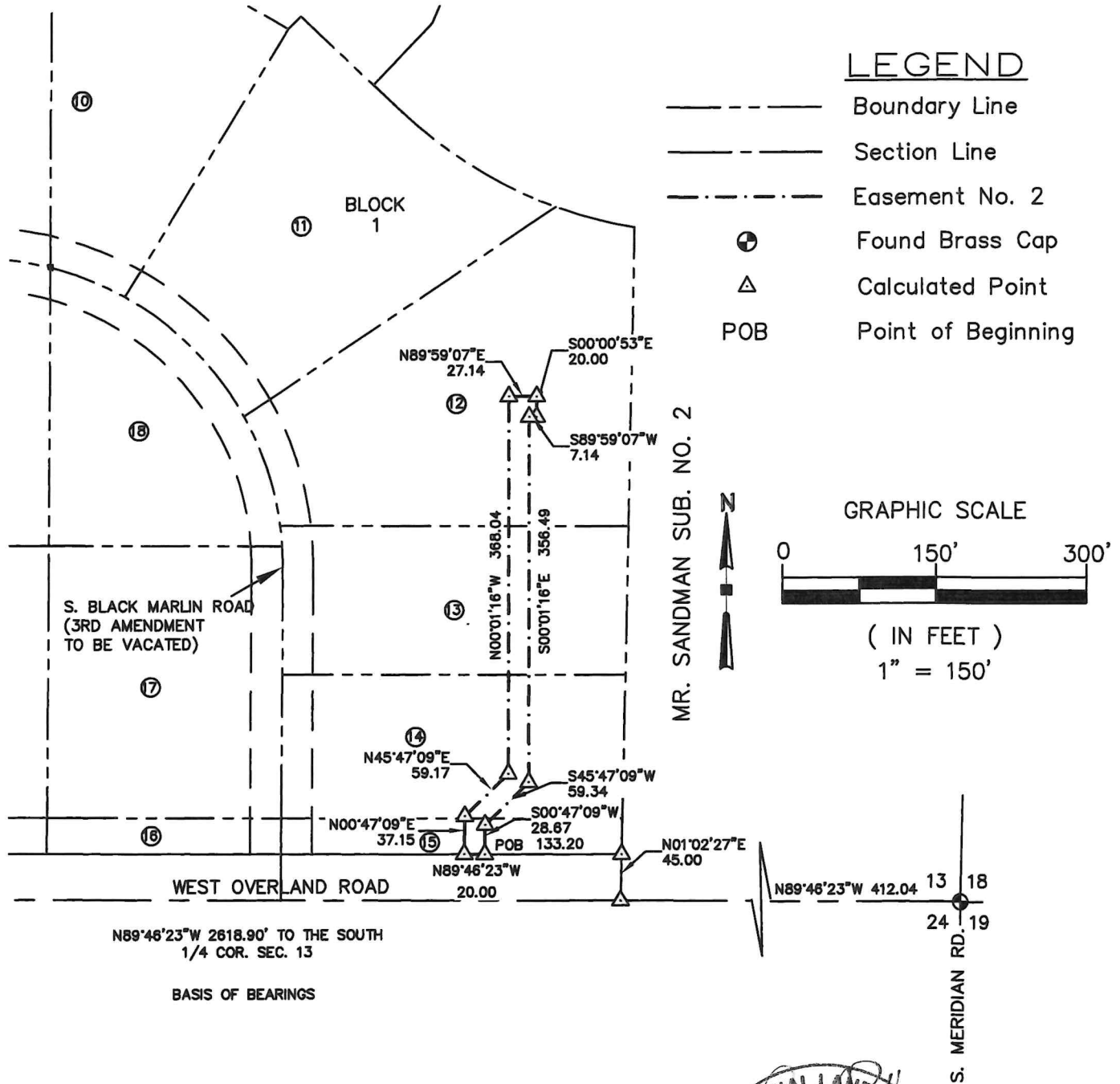




Title:		Date: 02-14-2022
Scale: 1 inch = 60 feet	File: WATERLINE EASEMENT NO.2 REVISED.des	
Tract 1: 0.217 Acres: 9431 Sq Feet: Closure = n42.0422e 0.01 Feet: Precision = 1/146292: Perimeter = 983 Feet		
001=n89.4623w 20.00	005=n89.5907e 27.14	009=s45.4709w 59.34
002=n00.4709e 37.15	006=s00.0053e 20.00	010=s00.4709w 28.67
003=n45.4709e 59.17	007=s89.5907w 7.14	
004=n00.0116w 368.04	008=s00.0116e 356.49	

BOWDEN PROPERTIES LLC,
WATER LINE EASEMENT
EASEMENT NO. 2
 PORTION OF LOTS 12, 13, 14 AND 15, BLOCK 1
 INTERSTATE CENTER SUBDIVISION, LYING WITHIN A PORTION OF THE SE 1/4 OF
 SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN
 CITY OF MERIDIAN, ADA COUNTY, IDAHO
 2022

EXHIBIT "B"



Quadrant Consulting, Inc

1904 West Overland Road
 Boise, Idaho 83708
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 CIVIL ENGINEERING-SURVEYING-CONSTRUCTION MANAGEMENT