

ESMT-2022-0255 Frontline Subdivision  
Water Main Easement No. 1

**WATER MAIN EASEMENT**

THIS Easement Agreement, made this 15th day of November, 2022, between **Watson Land Holdings LLC** and **TM Cooley 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

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.

[END OF TEXT; SIGNATURES TO FOLLOW]

**GRANTORS:**

**WATSON LAND HOLDINGS LLC**

An Idaho limited liability company

By: Brighton Corporation, an Idaho corporation,  
Manager

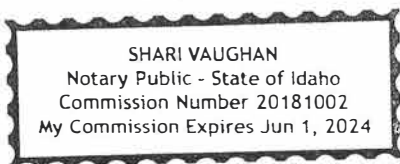
By:   
Robert L. Phillips, President


STATE OF IDAHO           )  
                                      :SS.  
County of Ada            )

On this 2<sup>nd</sup> day of November, in the year 2022, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)



  
Notary Public for Idaho  
My Commission Expires: 6-1-2024

**TM COOLEY LLC**

an Idaho limited liability company

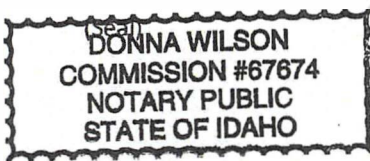
By: SCS Management LLC, an Idaho  
limited liability company, Manager

By: *Michael A. Hall*  
Michael A. Hall, President

STATE OF IDAHO       )  
                                  :SS.  
County of Ada         )

On this 2 day of November, in the year 2022, before me a Notary Public of said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS Management LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



*Donna Wilson*  
Notary Public for Idaho  
My Commission Expires: 5.6.2028

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 11-15-2022

Attest by Chris Johnson, City Clerk 11-15-2022

STATE OF IDAHO, )  
                              : ss.  
County of Ada      )

This record was acknowledged before me on 11-15-2022 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Signature \_\_\_\_\_  
My Commission Expires: 3-28-2028

October 21, 2022  
Frontline Subdivision  
Project No. 22-061  
City of Meridian Water Easement  
Legal Description

**EXHIBIT A**

A parcel of land for a City of Meridian Water Easement situated in a portion of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 3 North, Range 1 West, 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 14, which bears N89°13'12"W a distance of 2,657.79 feet from a found aluminum cap marking the Northeast corner of said Section 14;

Thence following the northerly line of said Northwest 1/4 of the Northeast 1/4, S89°13'12"E a distance of 363.88 feet;

Thence leaving said northerly line, S00°46'48"W a distance of 126.73 feet to **POINT OF BEGINNING 1**.

Thence S89°32'12"E a distance of 201.41 feet;

Thence N00°27'48"E a distance of 21.50 feet;

Thence S89°32'12"E a distance of 20.00 feet;

Thence S00°27'48"W a distance of 21.50 feet;

Thence S89°32'12"E a distance of 273.34 feet to an existing Sanitary Sewer and Water Easement line per Instrument No. 2022-011569

Thence following said easement line, S00°46'48"W a distance of 20.00 feet to a point hereinafter referred to as **POINT "A"**;

Thence leaving said easement line, N89°32'12"W a distance of 474.65 feet;

Thence S00°28'31"W a distance of 147.37 feet to a point hereinafter referred to as **POINT "B"**;

Thence N89°31'29"W a distance of 15.00 feet to an existing City of Meridian Sewer and Water Easement line per Instrument No. 2022-029340;

Thence following said easement line the following two (2) courses:

1. N00°40'10"E a distance of 19.34 feet;
2. N89°19'50"W a distance of 5.07 feet;

Thence leaving said easement line, N00°28'31"E a distance of 148.01 feet to **POINT OF BEGINNING 1**.

Said parcel contains 13,175 square feet, more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as **POINT "A"**;  
Thence S05°09'53"E a distance of 122.82 feet to **POINT OF BEGINNING 2**.

Thence S89°13'12"E a distance of 20.00 feet;  
Thence S00°46'48"W a distance of 10.00 feet to an existing Sanitary Sewer and Water Easement line per Instrument No. 2022-011569;  
Thence following said easement line, N89°13'12"W a distance of 20.00 feet;  
Thence leaving said easement line, N00°46'48"E a distance of 10.00 feet to **POINT OF BEGINNING 2**.

Said parcel contains 200 square feet, more or less.

**TOGETHER WITH:**

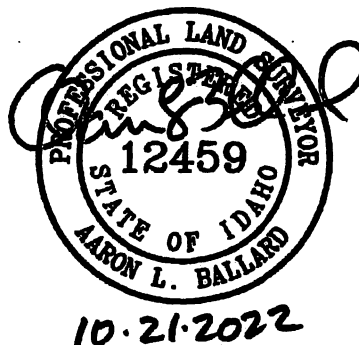
Commencing at a point previously referred to as **POINT "B"**;  
Thence S59°12'02"W a distance of 20.52 feet to **POINT OF BEGINNING 3**.

Thence S00°40'10"W a distance of 16.00 feet;  
Thence N89°19'50"W a distance of 20.00 feet;  
Thence N00°40'10"E a distance of 16.00 feet to an existing Sanitary Sewer and Water Easement line per Instrument No. 2022-011569;  
Thence following said easement line, S89°19'50"E a distance of 20.00 feet to **POINT OF BEGINNING 3**.

Said parcel contains 320 square feet, more or less.

Said description contains a total of 13,695 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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



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