

Project Name or Subdivision Name:

"McDermott Village" Water Easement

Water Main Easement Number: 5

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only

Record Number: _____

ESMT-2026-0031

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between Woodside Avenue Investors, 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, its 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 shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

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.

Notary Stamp Below

Notary Signature
My Commission Expires: _____

September 24, 2024

Easement Description

A parcel of land being located in the Southeast Quarter of Section 32, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 32, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho from which the East 1/16 Corner common to Sections 32 and Section 5 bears North 89°17'49" West 1,325.58 feet;

Thence North 00°30'38" East, a distance of 418.90 feet along the section line of Section 32, and North 89°29'22" West, 1,268.60 feet to a point on the southerly right-of-way line of W. Endeavor St., said point being the POINT OF BEGINNING of this description,

Said point also be the beginning of a non-tangent curve to the right with a radius of 20.00 feet, a central angle of 60°10'36", and a chord bearing and distance of North 60°37'29" East, 20.05 feet;

THENCE in a easterly direction, with said non-tangent curve to the right, an arc distance of 21.01 feet;

THENCE South 89°17'13" East, a distance of 0.90 feet;

THENCE South 44°26'57" East, a distance of 3.27 feet;

THENCE South 45°33'03" West, a distance of 20.00 feet;

THENCE North 44°26'57" West, a distance of 9.12 feet; to the POINT OF BEGINNING

Containing 165 square feet or 0.004 acres of land.

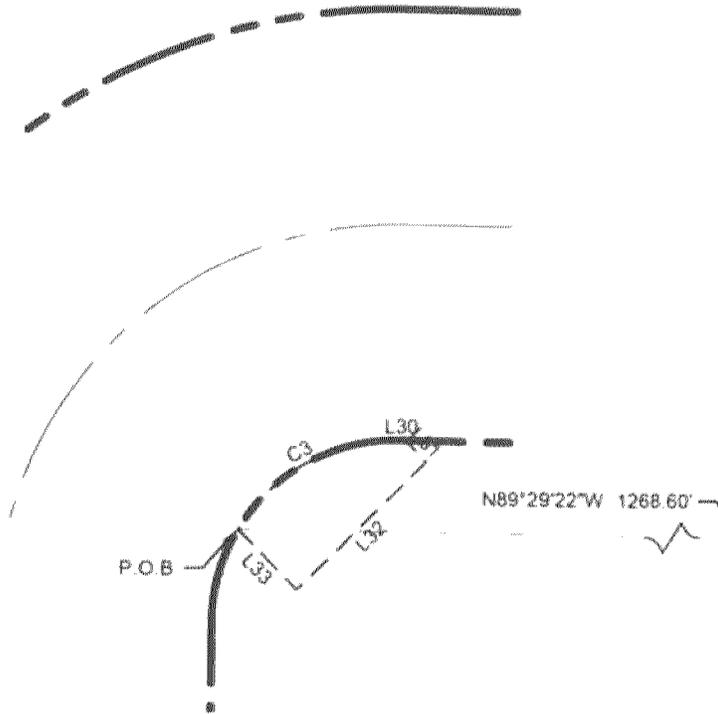
EXHIBIT "A"

K:\BO\Civil\093969000 McDermott Village\1. Project Files\1. To Other\K\H Survey\KUT_OFF_ESMT_BD-2.dwg EASE W/5 Sep 24, 2024 11:14am by Brad Daley

T4N, R1W, B.M.
(CP&F 2023-041551)

S1/16 32
33

LINE TABLE		
NO.	BEARING	LENGTH
L30	S89°17'13"E	0.90'
L31	S44°26'57"E	3.27'
L32	S45°33'03"W	20.00'
L33	N44°26'57"W	9.12'

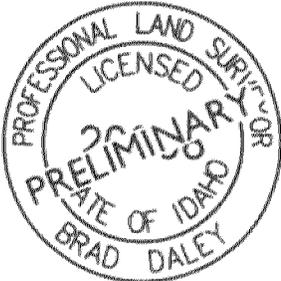


CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C3	60°10'36"	20.00'	21.01'	N60°37'29"E	20.05'

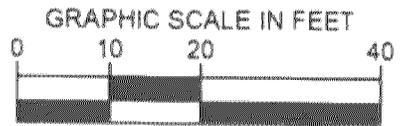
E 1/16 32
5
T4N, R1W, B.M.
(CP&F 2022-013693)

N89°17'49"W 1325.58
(BASIS OF BEARING)

32 33
5 4
T4N, R1W, B.M.
(CP&F 2022-013694)



- SECTION CORNER
- SIXTEENTH CORNER
- BOUNDARY LINE
- TIE LINE
- EASEMENT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE



Kimley»Horn
1100 W. GARD STREET
SUITE 210
BOISE, IDAHO 83702
PHONE (208) 207-0888
www.kimley-horn.com

PROJECT
McDERMOTT VILLAGE SUBD NO 1
EASEMENT

TITLE
EXHIBIT "B"

JOB NO.: 093969000
SCALE: 1" = 20'
DATE: 9/24/2024
SHEET:
SHEET 2 OF 2