

Project Name or Subdivision Name:

Oil Changers

Water Main Easement Number: 1

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 ESMT-2025-0103

Record Number: \_\_\_\_\_

### **WATER MAIN EASEMENT**

THIS Easement Agreement made this 26th day of August 20 25 between Northwest Christian Credit Union ("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


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:~~

GRANTOR:  Pres/CEO

**Northwest Christian Credit Union**, Brad Swartzentruber, President/CEO

STATE OF IDAHO )

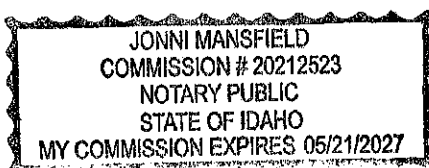
) SS

County of Ada )

This record was acknowledged before me on 8-14-2025 (date)  
by Brad Swartzentruber, Pres/CEO (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 Northeast Christian Credit Union

(name of entity on behalf of whom record was executed), in the following representative capacity: President/CEO (type of authority such as officer or trustee)

Notary Stamp Below



*J. Mansfield*  
Notary Signature  
My Commission Expires: 5-21-2027

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 8-26-2025

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 8-26-2025

STATE OF IDAHO, )

: ss.

County of Ada )

This record was acknowledged before me on 8-26-2025 (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: \_\_\_\_\_

July 23, 2025  
Project No. 24-008  
City of Meridian Water Easement

**Exhibit A**

A parcel of land for a City of Meridian Water Easement situated in the Southwest 1/4 of the Southeast 1/4 of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the South 1/4 corner of said Section 4, which bears N89°23'11"W a distance of 2,658.61 feet from a found brass cap marking the Southeast corner of said Section 4, thence following the southerly line of said Southwest 1/4 of the Southeast 1/4, S89°23'11"E a distance of 890.83 feet;

Thence leaving said southerly line, N00°21'20"E a distance of 59.01 feet to a found 5/8-inch rebar marking the Southeast corner of a parcel of land as described in Warranty Deed per Instrument No. 2024-008128;

Thence following said Warranty Deed boundary, N00°35'17"E a distance of 216.26 feet;

Thence leaving said Warranty Deed boundary, N89°24'44"W a distance of 9.33 feet to an existing water easement per Instrument No. 105152703 and being the **POINT OF BEGINNING**.

Thence following said existing water easement the following three (3) courses:

1. N89°24'44"W a distance of 30.00 feet;
2. S00°35'16"W a distance of 2.61 feet;
3. N89°24'44"W a distance of 3.99 feet;

Thence leaving said existing water easement, N00°35'16"E a distance of 9.98 feet;

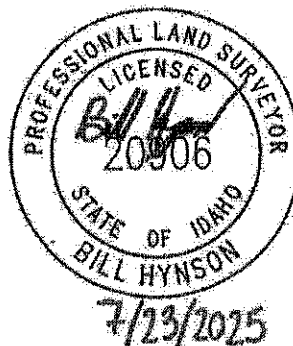
Thence S89°24'44"E a distance of 33.99 feet;

Thence S00°35'16"W a distance of 7.37 feet to the **POINT OF BEGINNING**.

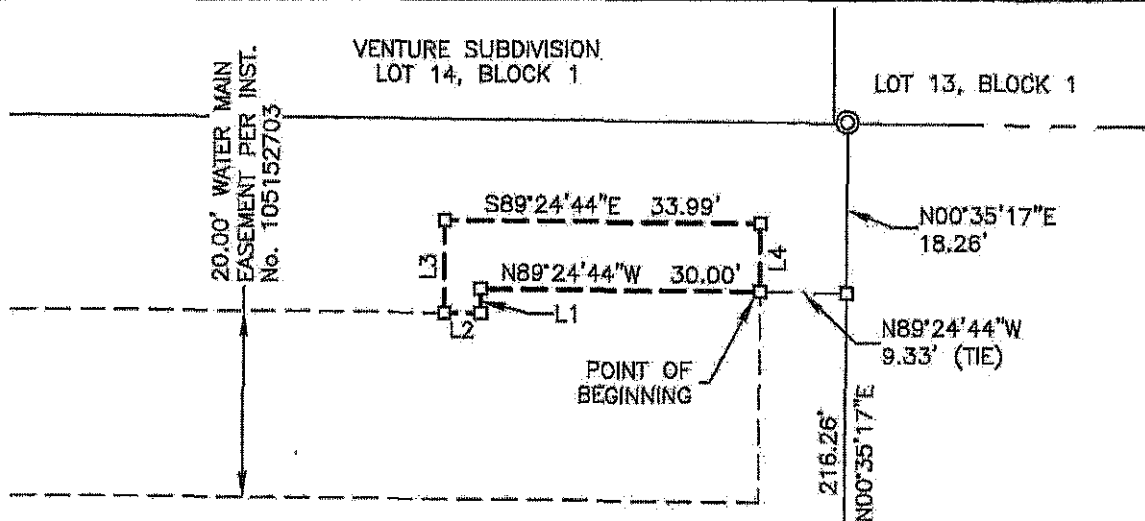
Said parcel contains 261 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records 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:\24-008\CAD\SURVEY\EXHIBITS\24-008 CITY OF MERIDIAN WATER-EASEMENT.DWG, BILL HYNSON, 7/23/2025, DWG TO PDF.PC3, 08.5X11.P [PDF]



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°35'16"W	2.61'
L2	N89°24'44"W	3.99'
L3	N00°35'16"E	9.98'
L4	S00°35'16"W	7.37'

Northwest Christian  
Credit Union  
APN: S1104438650  
Warranty Deed per  
Inst. No. 2024-008128

### LEGEND

- BRASS CAP
- ALUMINUM CAP
- CALCULATED POINT
- 5/8" REBAR
- SECTION LINE
- BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- SURVEY TIE LINE
- EASEMENT LINE



**km**  
ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmengllp.com

DATE: July, 2025  
PROJECT: 24-008

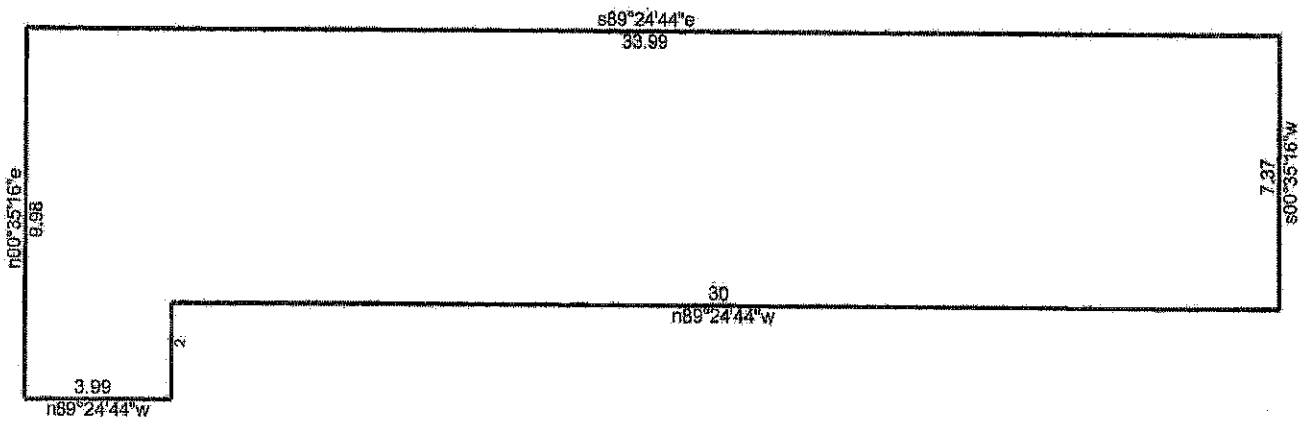
SHEET:  
1 OF 1



0 20 40 60  
Plan Scale: 1" = 20'

### Exhibit B City of Meridian Water Easement

A parcel of land situated in the Southwest 1/4 of the Southeast 1/4 of  
Section 4, T.3N., R.1E., Boise Meridian, City of Meridian, Ada County, ID



7/23/2025

Scale: 1 inch= 5 feet

File:

Tract 1: 0.0060 Acres (261 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=88 ft.

01 n89.2444w 30  
02 s00.3516w 7.37  
03 n89.2444w 3.99  
04 n00.3516e 9.98  
05 s89.2444e 33.99  
06 s00.3516w 7.37