Project Name or Subdiv	vision Name:			
Compass Charter School Gymnasium				
	Number: 01 al number if the project contains more than one ions/checklist for additional information.			
For Internal Use Only	ESMT-2025-0087			

## WATER MAIN EASEMENT

THIS Easement Agreement made this	day of	20	between
Compass Public Charter School, Inc.	("Grantor")	and the City of M	Ieridian, an Idaho Municipa
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: Compass Public Charter School, Inc.

STATE OF IDAHO )

) ss

County of Ada

This record was acknowledged before me on 17th July 202 date) by kelly L. Ivudellu (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 Compass Public Charter School, Inc. (name of entity on behalf of whom record was executed), in the following representative capacity: Charter Administrator (type of authority such as officer or trustee)

Notary Stamp Below

Sienna Thompson Commission Number: 20252041 Notary Public State of Idaho

Notary Signature

My Commission Expires: 05



9939 W Emerald St Boise, ID 83704

Phone: (208) 846-8570

## Exhibit "A" City of Meridian Waterline Easement Description For 4667 W. Aviator St.

The following describes a parcel of land for purpose of a waterline easement located in the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

COMMENCING at the Southwest Corner of Section 10, Township 3 North, Range 1 West, Boise Meridian; From which, the South Quarter Corner of said Section 10 bears, South 89°15'34" East, 2640.54 feet; Thence, North 43°10'41" East, 1067.40 feet to the POINT OF BEGINNING;

Thence, North 00°36'35" East, 20.00 feet;

Thence, South 89°24'46" East, 7.66 feet;

Thence, North 45°35'14" East, 8.52 feet;

Thence, South 89°24'46" East, 74.62 feet;

Thence, South 00°35'14" West, 28.00 feet;

Thence, North 89°24'46" West, 27.52 feet;

Thence, North 00°35'14" East, 8.00 feet;

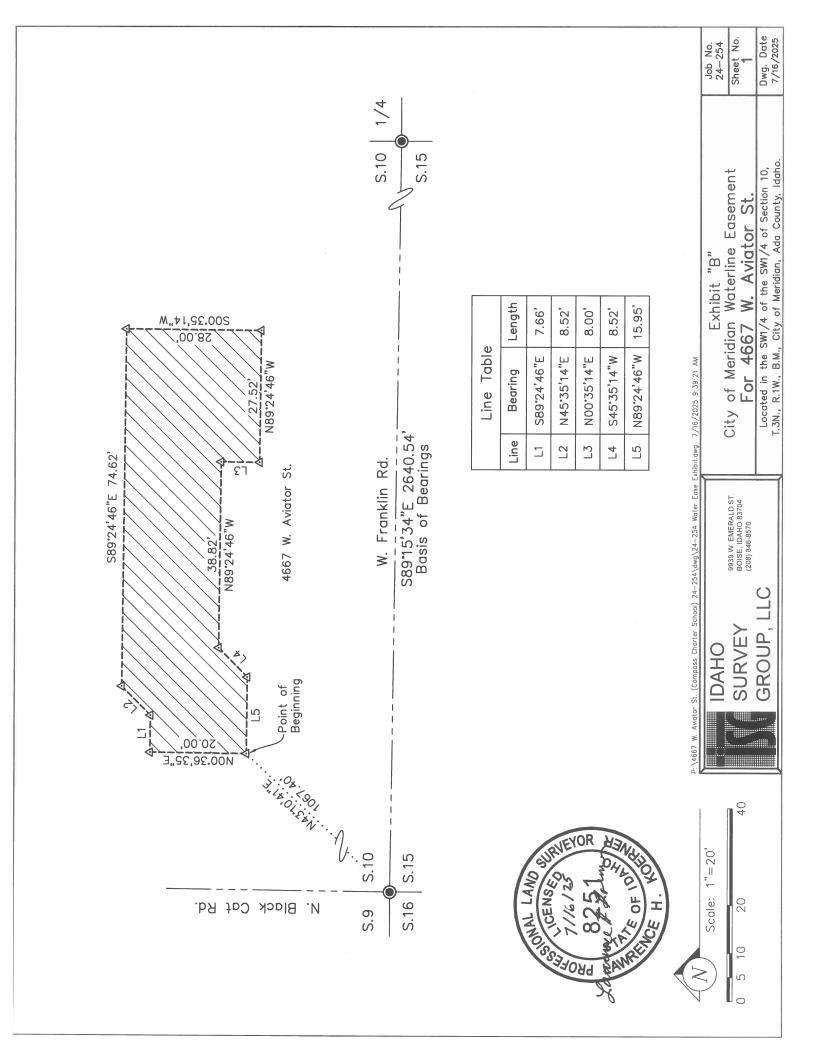
Thence, North 89°24'46" West, 38.82 feet;

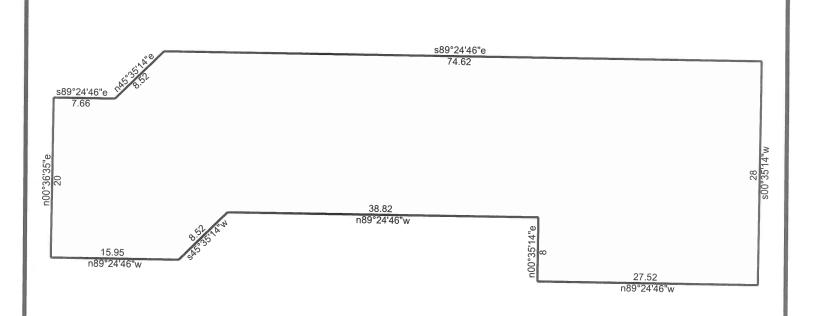
Thence, South 45°35'14" West, 8.52 feet;

Thence, North 89°24'46" West, 15.95 feet to the **POINT OF BEGINNING.** 

The above described easement contains 0.05 acres (2,036 square feet), more or less.









7/15/2025

Scale: 1 inch= 12 feet

File: water ease.ndp

Tract 1: 0.0467 Acres (2036 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/110670), Perimeter=238 ft.

01 n00.3635e 20

02 s89.2446e 7.66

03 n45.3514e 8.52 04 s89.2446e 74.62

05 s00.3514w 28

06 n89.2446w 27.52

07 n00.3514e 8

08 n89.2446w 38.82

09 s45.3514w 8.52

10 n89.2446w 15.95