

ESMT-2021-0114
Well 11b Flush Line

WATER MAIN EASEMENT

THIS Easement Agreement, made this day of 10-19, 2021 between Joint School District No. 2, dba West Ada School District, an Idaho school district and body politic and corporate of the State of Idaho ("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, this Easement is associated with a Ground Lease for a Municipal Water Well Lot, executed concurrently with this Easement between Grantor and Grantee; and

WHEREAS, this Easement shall be in place only as long as the Ground Lease for a Municipal Water Well Lot is in effect; and

WHEREAS, the water 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 under 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 for the term set forth herein.

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 GRANTEE does hereby covenant with Grantor that the Grantee shall record a termination and release of this Easement promptly upon the expiration of the Ground Lease for a Municipal Water Well Lot dated of even date herewith.

THE COVENANTS OF GRANTOR and GRANTEE made herein shall be binding upon their respective 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 ON FOLLOWING PAGES

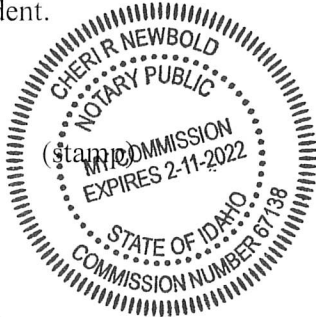
GRANTOR:
JOINT SCHOOL DISTRICT NO. 2,
dba WEST ADA SCHOOL DISTRICT



Dr. Derek Bub, Superintendent

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on September 28, 2021 (date) by Dr. Derek Bub, Superintendent on behalf of the Joint School District No. 2, dba West Ada School District, and Idaho school district and body politic and corporate of the State of Idaho, in his capacity as Superintendent.





Notary Signature

GRANTEE:
CITY OF MERIDIAN

Mayor Robert E. Simison 10-19-2021

Attest by Chris Johnson, City Clerk 10-19-2021

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

This record was acknowledged before me on 10-19-2021 (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

EXHIBIT A
WATER LINE EASEMENT DESCRIPTION
FOR THE
CITY OF MERIDIAN, IDAHO

An easement for water line purposes located in the SE 1/4 of the SW 1/4 of Section 8, Township 3 North, Range 1 East, Boise Meridian, and being a part of Lot 8 of Block 1 of *LOCUST GROVE INDUSTRIAL PARK* as shown in Book 41 of Plats at Page 3391 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Being the east 20.00 feet of Lot 8 of Block 1 of *LOCUST GROVE INDUSTRIAL PARK*.

EXCEPTING therefrom the south 140.00 feet.

This parcel contains 5,272 square feet (0.121 acres) more or less, and is subject to any easements existing or in use.

Prepared by: Kyle A. Koomler, PLS
Civil Survey Consultants, Incorporated
January 27, 2021

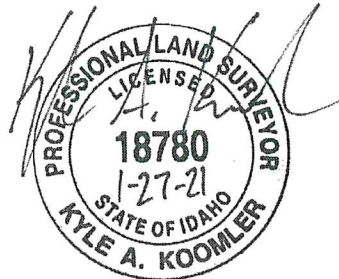


EXHIBIT B

SKETCH TO ACCOMPANY WATER LINE EASEMENT DESCRIPTION
FOR THE CITY OF MERIDIAN LOCATED IN THE SE 1/4 OF
THE SW 1/4 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 1
EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO

