

Project Name or Subdivision Name:

Chukar Ridge Water Main Easement

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-2026-0029

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 2026 between
CHUKAR RIDGE HOMEOWNERS ASSOCIATION, INC. ("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 the 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.

EACH PARTY shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party. With respect to any claim or action arising out of any performance under or pursuant to this Agreement, each party shall only be liable for payment of that portion of any and all claims, liabilities, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions or omissions of itself and its employees. Grantee shall further cause the Easement Property herein granted to be restored to a reasonable condition upon completion of work within the Easement so as not to cause any unreasonable erosion, washing or other damage to adjoining land of Grantor.

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.

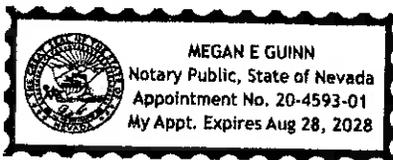
GRANTOR: CHUKAR RIDGE HOMEOWNERS ASSOCIATION, INC.

By: Christina Good, President

STATE OF ~~IDAHO~~ ^{Nevada})
 ~~Clark~~ ^{Clark}) ss
County of ~~Maricopa~~ ^{Maricopa}

This record was acknowledged before me on February 13, 2016 (date) by Christine Good (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 Chukar Ridge Homeowners Association, Inc. (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)

Notary Stamp Below



Notary Signature: [Handwritten Signature]

My Commission Expires: Aug 28, 2028

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: _____

Exhibit A
Water Easement
August 6, 2025

A portion of Lot 38, Block 2, Chukar Ridge Subdivision as filed in Book 122 of Plats at Pages 19397 through 19400, records of Ada County, Idaho located in the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at the Northwest corner of said Chukar Ridge Subdivision from which the Center-East 1/16 corner of said Section 32, coincident with the Southwest corner of said Chukar Ridge Subdivision bears South 00°34'39" West, 629.43 feet;

thence on the northerly boundary line of said Chukar Ridge Subdivision, coincident with the southerly boundary of Gander Creek South Subdivision No. 2 as filed in Book 127 of Plats at Pages 20497 through 20501, records of Ada County, Idaho, North 66°26'32" East, 25.13 feet;

thence leaving said northerly boundary line, South 00°00'00" East, 68.52 feet to the northerly City of Meridian Sewer and Water easement line as granted by Instrument No. 2020-020189, records of Ada County, Idaho;

thence on said northerly easement line, South 65°08'27" West, 26.16 feet to the west boundary line of said Chukar Ridge Subdivision, coincident with the west boundary line of Southeast 1/4 of the Northeast 1/4 of said Section 32;

thence leaving said northerly easement line on said west boundary line, North 00°34'39" East, 69.48 feet to the **POINT OF BEGINNING**.

Containing 1,610 square feet, more or less.

End of Description.



Gander Creek South Subdivision No.2

N. Glassford Ave

Point of Beginning
(N.W. Corner
Chukar Ridge Sub.)

N66°26'32"E
25.13'

N00°00'00"E 68.52'

25.0'
26.16'
S65°08'27"W

36.00'
City of Meridian
Sewer and Water
Easement Inst. No.
2020-020168

38

Joint School
District No. 2

Basis of Bearings
S00°34'39"W 629.43'

31.00'
City of Meridian
Sewer and Water Easement
Inst. No. 2020-028063

559.95'

Block 2
Chukar Ridge
Subdivision

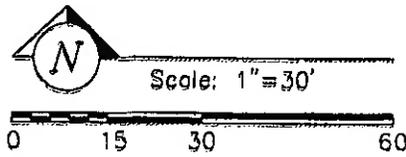
11

10

1



C-E 1/16 (S.W.
Corner Chukar
Ridge Sub.)



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IDAHO SURVEY GROUP, LLC

9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 848-8370

**Exhibit B
Water Easement**

A portion of Lot 38, Block 2, Chukar Ridge Subdivision located
in the SE1/4 the NE1/4 of Section 32, T.4N., R.1W., B.M.,
City of Meridian, Ada County, Idaho.

Job No. 21-572
Sheet No. 1
Dwg. Date 8/6/2025