

Project Name or Subdivision Name:

Centerville Subdivision No. 2

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-2025-0041

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 6th day of May, 2025 _____ between
Challenger Development 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 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 5-6-2025

Attest by Chris Johnson, City Clerk 5-6-2025

STATE OF IDAHO,)

SS.

County of Ada)

This record was acknowledged before me on 5-6-2025 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

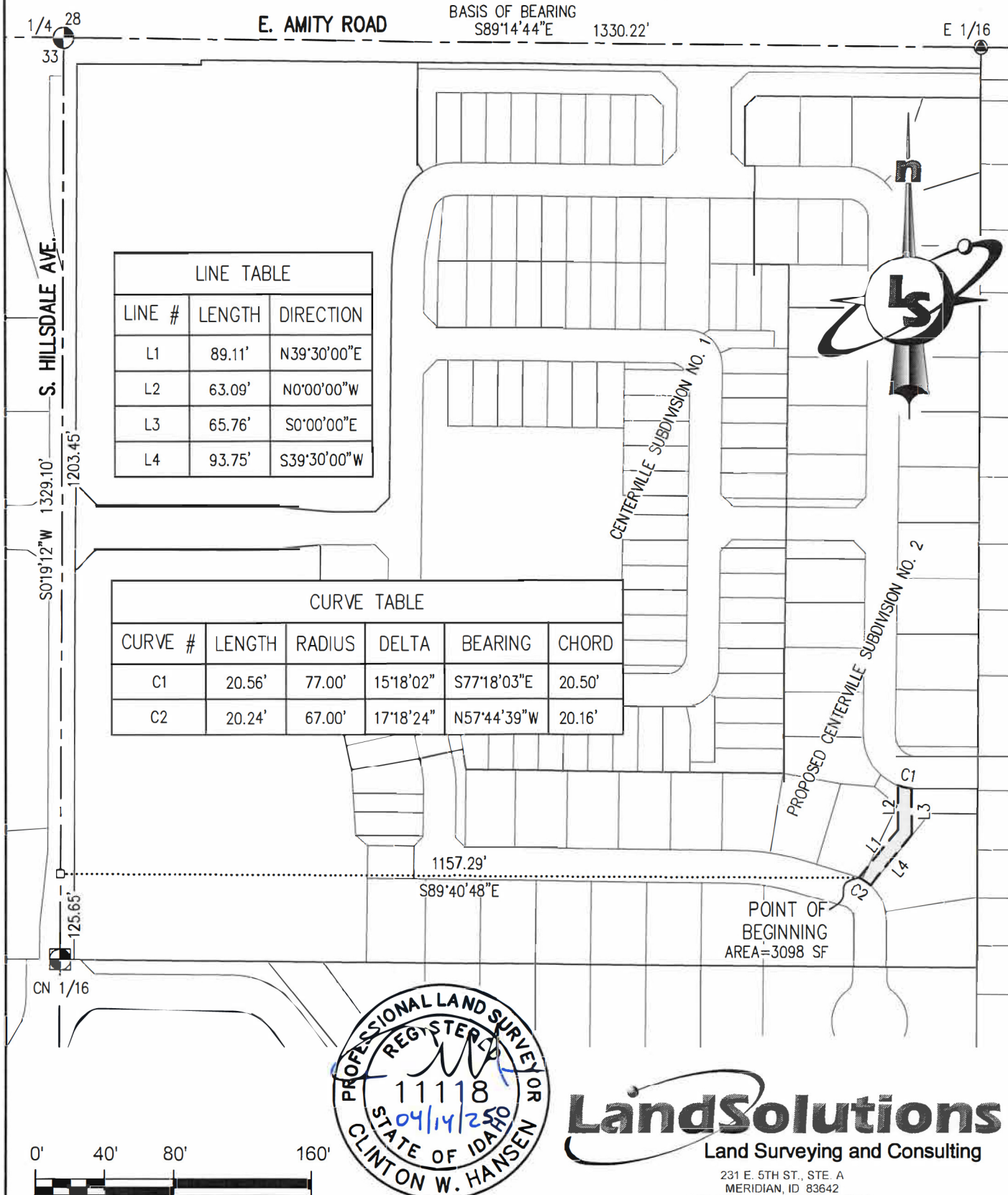
Notary Signature

My Commission Expires: 3-28-2028

CITY OF MERIDIAN WATER EASEMENT

CENTERVILLE SUBDIVISION NO. 2

LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 1 EAST, B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO



Legal Description
City of Meridian Water Easement
Centerville Subdivision No. 2

An easement being located in the NW ¼ of the NE ¼ of Section 33, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of said NW ¼ of the NE ¼, from which a point marking the northeast corner of said NW ¼ of the NE ¼ bears S 89°14'44" E a distance of 1330.22 feet;

Thence along the westerly boundary of said NW ¼ of the NE ¼ S 0°19'12" W a distance of 1203.45 feet to a point;

Thence leaving said boundary S 89°40'48" E a distance of 1157.29 feet to the **POINT OF BEGINNING**;

Thence N 39°30'00" E a distance of 89.11 feet to a point;

Thence N 0°00'00" W a distance of 63.09 feet to a point;

Thence a distance of 20.56 feet along the arc of a 77.00 foot radius non-tangent curve left, said curve having a central angle of 15°18'02" and a long chord bearing S 77°18'03" E a distance of 20.50 feet to a point;

Thence S 0°00'00" E a distance of 65.76 feet to a point;

Thence S 39°30'00" W a distance of 93.75 feet to a point;

Thence a distance of 20.24 feet along the arc of a 67.00 foot radius non-tangent curve left, said curve having a central angle of 17°18'24" and a long chord bearing N 57°44'39" W a distance of 20.16 feet to the **POINT OF BEGINNING**.

This easement contains 3,098 square feet (0.071 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
April 14, 2025

