

ESMT-2023-0018
Alliance Dental Care Shell and Core
Water Main Easement

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20____ between RJM Real Estate, LLC
("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, it's 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 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

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.

(stamp)

Notary Signature
My Commission Expires:_____

PORTSIDE LAND
SURVEYING, LLC

EXHIBIT A
City of Meridian Water line Easement

An easement across a parcel of land being Lot 3, Block 2, TM Creek Subdivision No. 1, Book 110 of Plats, Page 15664, Records of Ada County, said parcel being located in the Northwest Quarter of the Northwest Quarter of Section 14, Township 3 North, Range 1 West, Boise Meridian, said parcel more particularly described as follows:

Commencing at the Northwest corner of said Section 14, from which the West quarter corner of said Section 14 bears South 00°33'33" West a distance of 2658.39 feet, thence along the West line of said Section 14, South 00°33'33" West a distance of 392.01 feet to a point; thence South 89°26'50" East a distance of 48.00 feet to the Northwest corner of said Subdivision; thence along the North line of said Subdivision, South 89°26'50" East a distance of 353.35 feet to the Northeast corner of said Subdivision; thence along the East line of said Subdivision, South 00°33'10" West a distance of 398.61 feet to the Northeast corner of said Lot 3; thence along the North line of said Lot 3, North 89°26'50" West a distance of 176.42 feet to the Northwest corner of said Lot 3; thence along the West line of said Lot 3, South 00°33'10" West a distance of 25.50 feet to a point on the South line of a 51 foot wide public utilities easement as shown on the plat of said Subdivision, the True Point of Beginning.

Thence along the South line of said easement, South 89°26'50" East a distance of 21.60 feet;

Thence South 00°33'10" West a distance of 10.00 feet;

Thence North 89°26'50" West a distance of 21.60 feet to a point on the West line of said Lot 3;

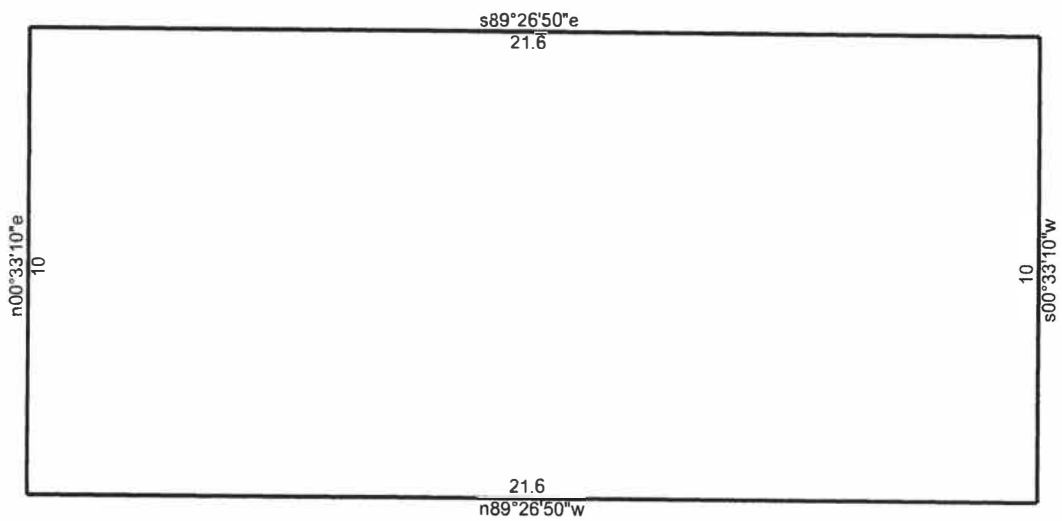
Thence North 00°33'10" East a distance of 10.00 feet to the point of beginning.

Said easement containing 216 Sq. Ft., more or less

End Description
Project No. 22-145
Prepared November 22, 2022



11-22-2022



Water line easement

11/16/2022

Scale: 1 inch= 4 feet

File:

Tract 1: 0.0050 Acres (216 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=63 ft.

01 s89.2650e 21.6
02 s00.3310w 10
03 n89.2650w 21.6
04 n00.3310e 10

EXHIBIT B

FOR A WATER LINE EASEMENT

ACROSS A PORTION OF LOT 3, BLOCK 2, TM CREEK SUBDIVISION No. 1, LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN CITY OF MERIDIAN, ADA COUNTY, IDAHO

SCALE: 1"=30'
8 1/2 X 11 SHEET ONLY



LEGEND

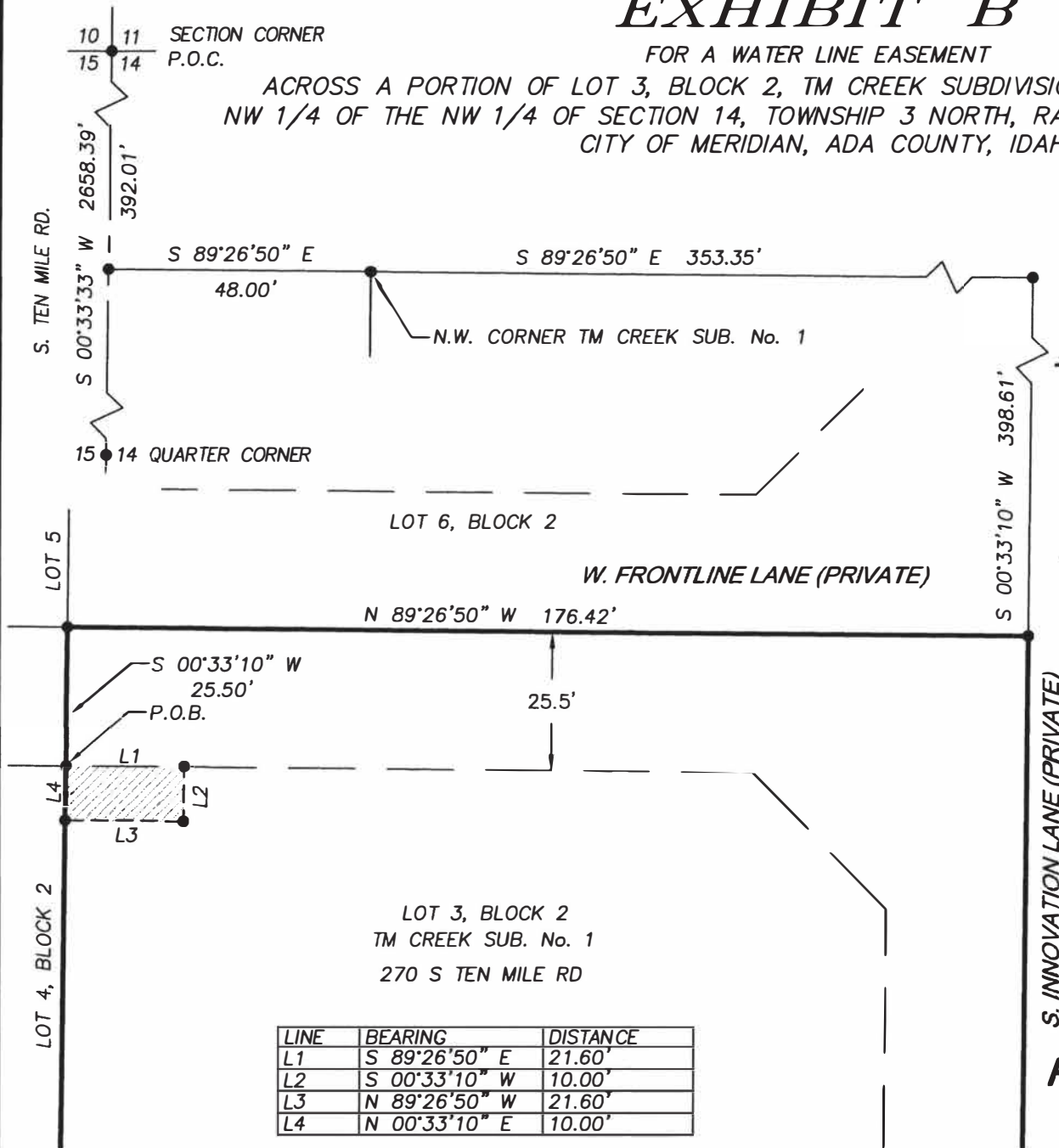
- SECTION LINE
- LOT 3 PROPERTY LINE
- PARCEL LINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE
- P.O.B. POINT OF BEGINNING OF DESCRIPTION
- P.O.C. POINT OF COMMENCEMENT OF DESCRIPTION



11-22-2022

PORTSIDE LAND SURVEYING

3626 W. HILL ROAD, BOISE, ID 83703
PHONE: (208) 484-6666



LINE	BEARING	DISTANCE
L1	S 89°26'50" E	21.60'
L2	S 00°33'10" W	10.00'
L3	N 89°26'50" W	21.60'
L4	N 00°33'10" E	10.00'