

ESMT-2022-0272 McClure Dental Lab
C-New 2019-0068
Water Main Easement No. 1

WATER MAIN EASEMENT

THIS Easement Agreement, made this 28th day of February, 2023 between M.A.T. Properties, 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, 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 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 2-28-2023

Attest by Chris Johnson, City Clerk 2-28-2023

STATE OF IDAHO,)

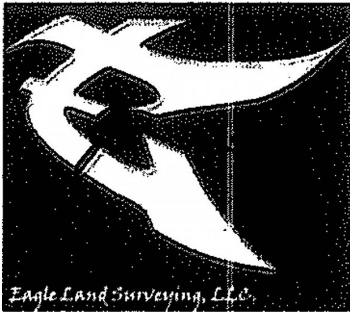
: ss.

County of Ada)

This record was acknowledged before me on 2-28-2023 (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: _____



Job No. 2021-021

J.B.F.

12-16-22

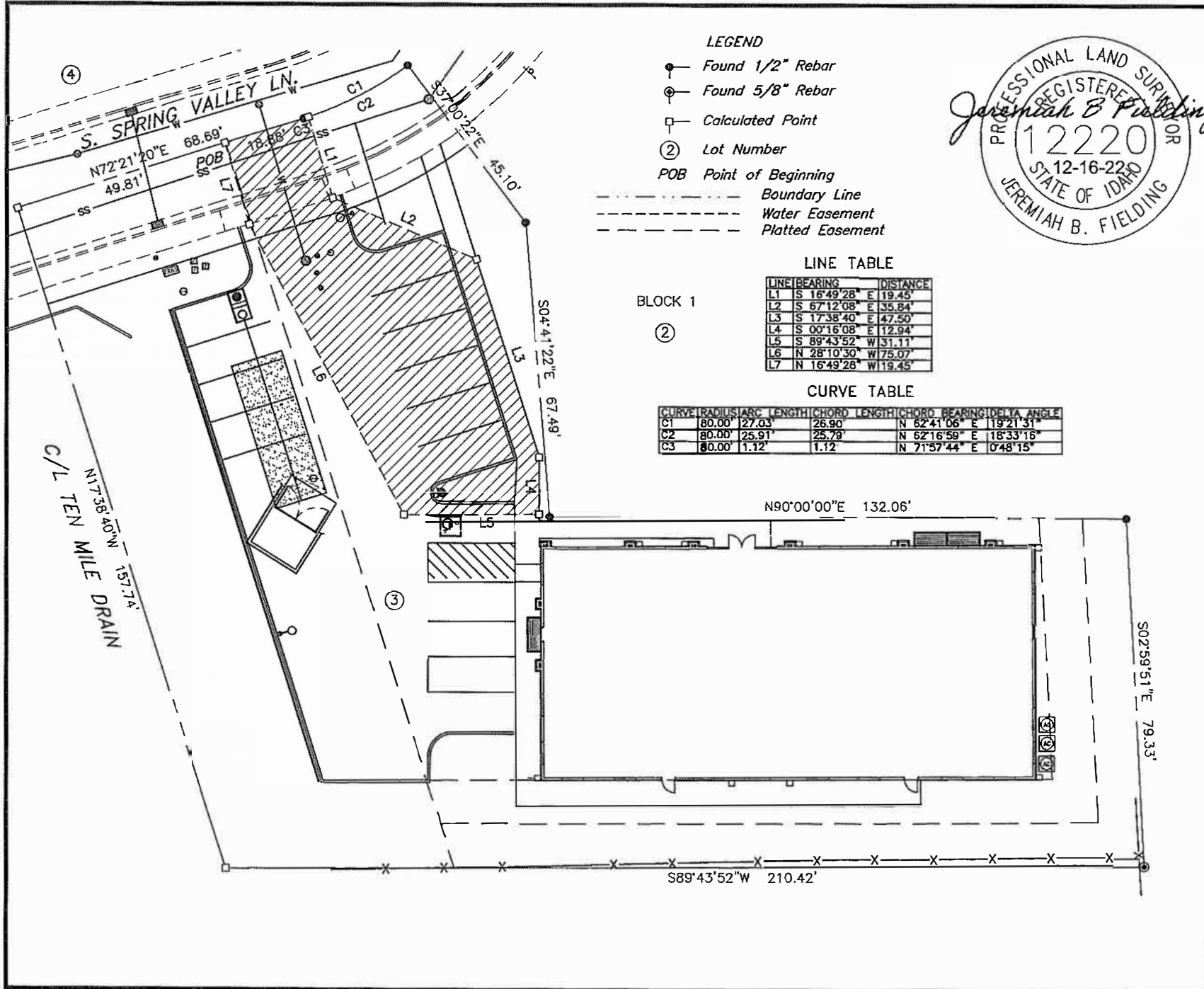
**BOUNDARY DESCRIPTION
FOR
CITY OF MERIDIAN**

Waterline Easement-Exhibit A

Part Lot 3, Block 1, Southern Springs Subdivision No. 1 that is located in Section 19, Township 3 North, Range 1 East of the Boise Meridian, City of Meridian, Idaho described as:

Commencing at the Northwest corner of Lot 3, Block 1, Southern Springs Subdivision No. 1 that is located in Section 19, Township 3 North, Range 1 East of the Boise Meridian, City of Meridian, Idaho and thence N72°21'20"E 49.81 feet along the North line of said Lot 3 to the Point of Beginning; thence N72°21'20"E 18.88 feet along said North line to a point of curve; thence Easterly 1.12 feet along said curve to the left (Curve data: Radius= 80.00', Delta= 00°48'15", Chord Bearing and Distance= N71°57'44"E 1.12 feet); thence S16°49'28"E 19.45 feet; thence S67°12'08"E 35.84 feet; thence S17°38'40"E 47.50 feet; thence S00°16'08"E 12.94 feet; thence S89°43'52"W 31.11 feet; thence N28°10'30"W 75.07 feet; thence N16°49'28"W 19.45 feet to the Point of Beginning.





WATER EASEMENT-EXHIBIT B
 LOT 3, BLK 1, SOUTHERN SPRINGS SUB. NO. 1
 SEC. 19, T. 3 N., R. 1 E., B.M.
 CITY OF MERIDIAN, ADA COUNTY, IDAHO

1 inch = 30 ft.

EAGLE LAND SURVEYING, LLC.
 106 W MAIN ST UNIT D, MIDDLETON, ID 83644
 (208) 861-7513; pls12220@yahoo.com