

Project Name (Subdivision):

Apex Northwest Subdivision No. 4 —

Water Main Easement Number: 1

Identify this Easement by sequential number if Project contains more than one Water Main easement.

(See Instructions for additional information).

ESMT-2023-0150

WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20____ between Brighton 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

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: _____

October 9, 2023
Apex Northwest Subdivision No. 4
Project No. 22-053
Legal Description
City of Meridian Water Easement

Exhibit A

A parcel of land for a City of Meridian Water Easement situated in a portion of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at a 5/8-inch rebar marking the South 1/4 corner of said Section 31, which bears N89°42'21"W a distance of 2,640.00 feet from an aluminum cap marking the Southeast corner of said Section 31;
Thence following the westerly line of Southwest 1/4 of the Southeast 1/4 of said Section 31, N00°16'52"E a distance of 1,342.44 feet to the Center-South 1/16 corner of said Section 31;
Thence leaving said westerly line of said Southwest 1/4 of the Southeast 1/4 and following the westerly line of the Northwest 1/4 of the Southeast 1/4 of said Section 31, N00°16'52"E a distance of 92.56 feet;
Thence leaving said westerly line, S89°42'21"E a distance of 64.50 feet to the **POINT OF BEGINNING**.

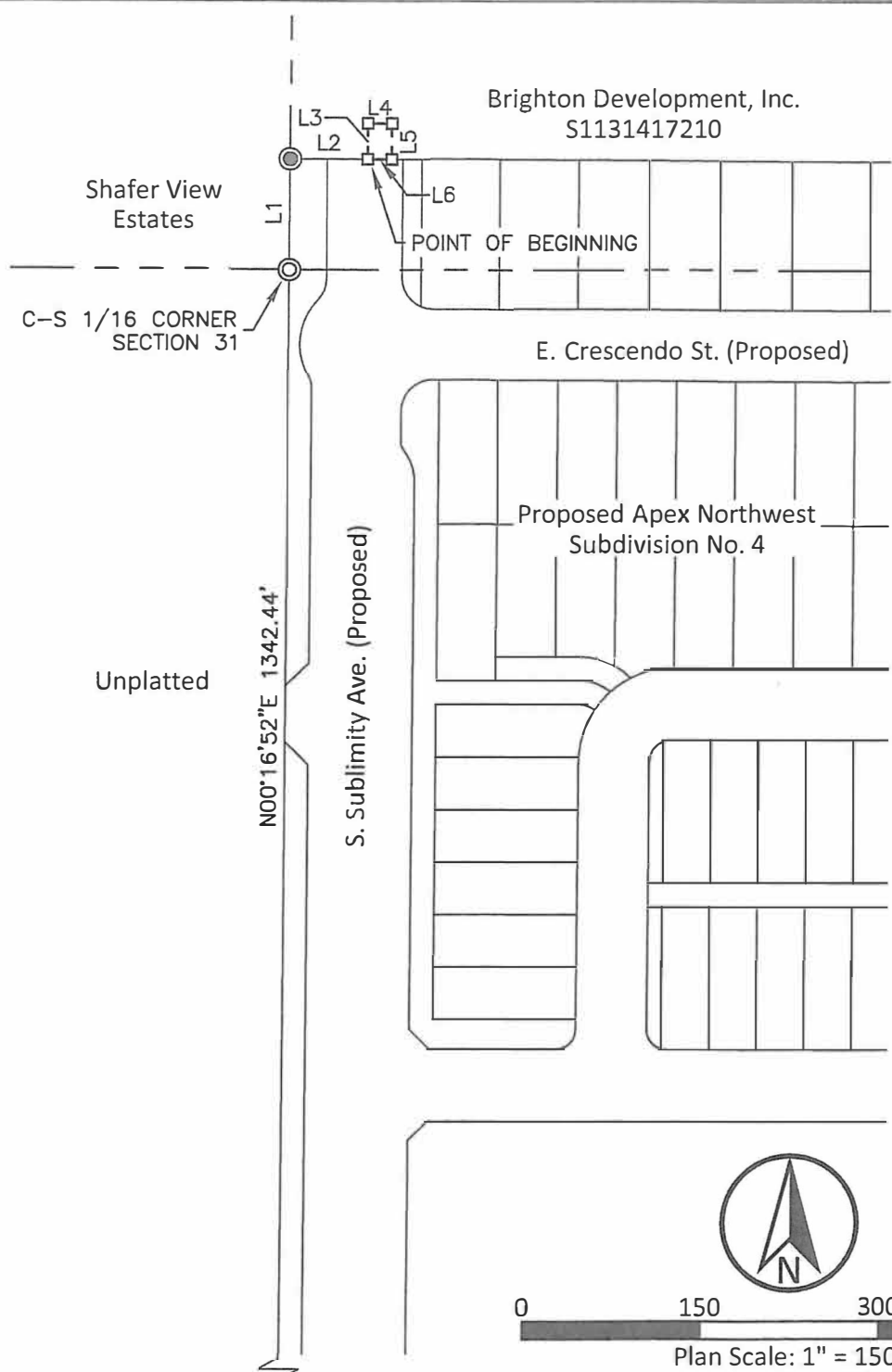
Thence N00°17'39"E a distance of 30.00 feet;
Thence S89°42'21"E a distance of 20.00 feet;
Thence S00°17'39"W a distance of 30.00 feet;
Thence N89°42'21"W a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 600 square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

Attached hereto is **Exhibit B** and by this reference is hereby made a part hereof.



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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°16'52"E	92.56
L2	S89°42'21"E	64.50
L3	N0°17'39"E	30.00
L4	S89°42'21"E	20.00
L5	S0°17'39"W	30.00
L6	N89°42'21"W	20.00

km

ENGINEERING

5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: October 2023
PROJECT: 22-053
SHEET: 1 OF 1

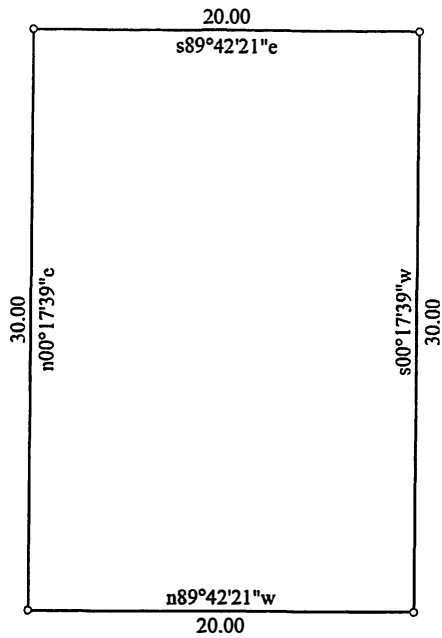
POINT OF COMMENCEMENT
FOUND 5/8" REBAR, "ALB 12459"
S 1/4 CORNER SECTION 31

2575.82'
N89°42'21"W 2640.00'
BASIS OF BEARING
E. Lake Hazel Rd.

FOUND ALUMINUM CAP
SE CORNER SECTION 31

Exhibit B - City of Meridian Water Easement
Apex Northwest Subdivision No. 4

A portion of the NW 1/4 of the SE 1/4 of Section 31,
T3N., R1E., B.M., City of Meridian, Ada County, Idaho



Title:

Date: 10-09-2023

Scale: 1 inch = 10 feet

File:

Tract 1: 0.014 Acres: 600 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 100 Feet

001=n00.1739e 30.00

003=s00.1739w 30.00

002=s89.4221e 20.00

004=n89.4221w 20.00