## ESMT-2022-0199 Impressive East Ridge Subdivision No.3 Water Main Easement No. 1

#### WATER MAIN EASEMENT

THIS Easement Agreement, made this	day of	, 20 22	between	G20 LLC
("Grantor"), and the City of Meridian,	an Idaho Munic	ipal 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-ofway and easement hereby granted shall become part of, or lie within the boundaries of any

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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.

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:** 

G 20 LLC

STATE OF IDAHO )

) ss

County of Ada

This record was acknowledged before me on 5-11-2022 (date) by Jim Conger (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 G20 LLC (name of entity on behalf of whom record was executed), in the following representative

capacity: Member (type of authority such as officer or trustee)

(stamp)

Notary Signature

My Commission Expires: 8

Version 01/01/2020

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. S and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor ar Clerk, respectively.	
(stamp)	
Notary Signature My Commission France	



### Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105 2030 S. Washington Ave., Emmett, ID 83617

# Water Easement No. | Legal Description

**BASIS OF BEARINGS** for this description is N. 89°59′28″ W. between the 5/8″ rebar illegible cap marking the E1/16 corner common to Sections 32 and 5, and the brass cap marking the S1/4 corner of Section 32, both in T. 3 N., R. 1 E., B.M., Ada County, Idaho.

An easement located in the SW1/4 of the SE1/4 of Section 32, T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the S1/4 corner of said Section 32;

Thence N. 0°08'57" E., coincident with the west line of said SW1/4 of the SE1/4 of Section 32, a distance of 75.00 feet to a 5/8" rebar/cap PLS 11574;

Thence N. 15°04'06" E., 481.14 feet to the POINT OF BEGINNING;

Thence N. 0°00'32" E., 218.93 feet;

Thence N. 45°00'32' E., 52.42 feet;

Thence S. 89°59'28" E., 161.70 feet;

Thence N. 0°00'32" E., 101.00 feet to a point on the boundary of Impressive Eastridge Subdivision No. 1, as shown in Book 116 of Plats, at pages 17449-17501, Ada County Records;

Thence S. 89°59'28" E., coincident with said boundary, 20.00 feet;

Thence S. 0°00'32" W., 121.00 feet;

Thence N. 89°59'28" W., parallel with said boundary, 173.42 feet;

Thence S. 45°00'32" W., 35.85 feet;

Thence S. 0°00'32" W., 190.65 feet;

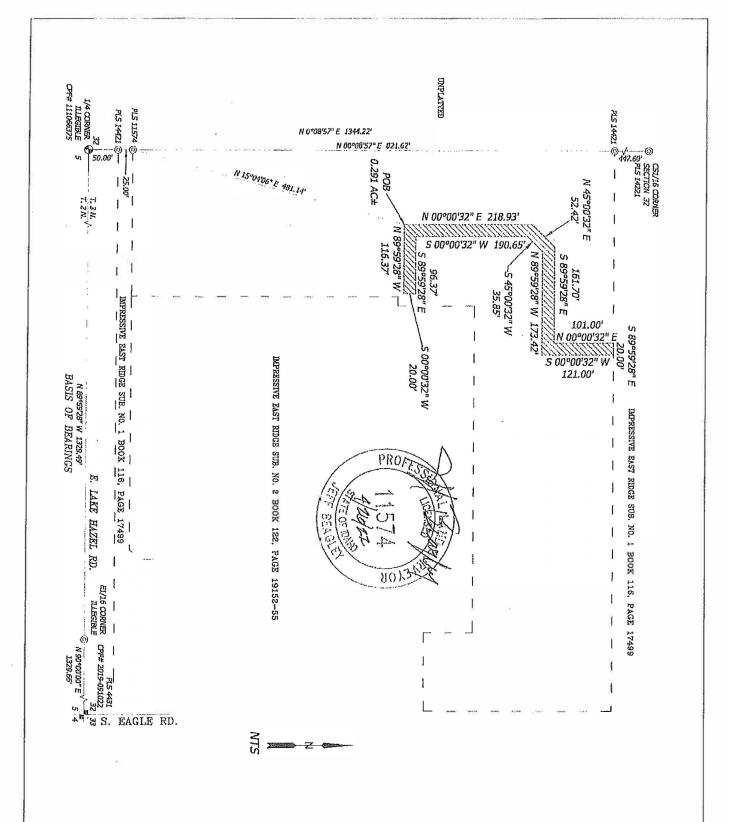
Thence S. 89°59'28" E., parallel with said boundary, 96.37 feet;

Thence S. 0°00'32" W., 20.00 feet;

Thence N. 89°59'28" W., parallel with said boundary, 116.37 feet to the POINT OF BEGINNING

The above described easement contains 0.291 acres, more or less.

TITE BEAGLE



PROJECT: EXL(6/1- B)
IMPRESSIVE EAST RIDGE SUBDIVISION NO. 3

WATER EASEMENT NO. 1 EXHIBIT
SW1/4 OF THE SE1/4
SECTION 32, T. 3 N., R. 1 E., B.M.,
CITY OF MERIDIAN, ADA COUNTY, IDAHO

OWNER/DEVELOPER:

CONGER

DATE: 4/2022



2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105

DWG # 121330-EX PROJECT# 121330 SHEET 1 OF 1

Land Surveying, LLC WWW.SAWTOOTHLS.COM