

ESMT-2022-0183 Rackham Subdivision
Waterline Extension Water Main
Easement

WATER MAIN EASEMENT

THIS Easement Agreement, made this 14th day of June, 2022, between **BVABC Eagle View Entertainment No. 1, 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

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:

BVABC EAGLE VIEW ENTERTAINMENT NO. 1, LLC

By: BV Management Services, Inc., an
Idaho corporation, the Executive Manager

By:

Cortney Liddiard, President

STATE OF IDAHO)

) ss

County of ~~Ada~~

Bonneville

This record was acknowledged before me on 5-26-22 (date) by Cortney Liddiard
(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 BVABC Eagle View Entertainment No. 1, LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: President of the Executive Manager (type of authority such as officer or trustee)



Brandi Love
Notary Signature
My Commission Expires: 4-12-2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 6-14-2022

Attest by Chris Johnson, City Clerk 6-14-2022

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 6-14-2022 (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: 3-28-2028

Date: May 4, 2022
Project: ID-1755-1905
Page: 1 of 2



EXHIBIT A
DOMESTIC WATERLINE EXTENSION EASEMENT
RACKHAM SUBDIVISION

This Easement is situated in a portion of the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 16, Township 3 North, Range 1 East of the Boise Meridian, City of Meridian, Ada County Idaho, also being in Block 1 of Rackham Subdivision, Book 120, pages 18,582 to 18,588, records of Ada County and more particularly described as follows:

- 1) **COMMENCING** at the southeast corner of Lot 20, Block 1 of said Rackham Subdivision from which the northeast corner of said lot 20 bears, N.00°05'25"W., 423.23 feet; thence along the south boundary of said Lot 20,
- 2) S.69°57'49"W., 297.72 feet to the **POINT OF BEGINNING**; thence running perpendicular from said south boundary,
- 3) S.20°02'11"E., 4.00 feet; thence parallel with and distant 4.00 feet from the south boundary of said Lot 20,
- 4) S.69°57'49"W., 125.22 feet; thence parallel with and distant 10.00 feet from the west boundary of Lot 17, Block 1 of said Rackham Subdivision,
- 5) S.00°45'03"W., 31.82 feet; thence,
- 6) N.89°14'57"W., 20.00 feet; thence parallel with and distant 10.00 feet from the west boundary of said Lot 17,
- 7) N.00°45'03"E., 24.23 feet; thence parallel with and distant 4.00 feet from the south boundary of said Lot 20,
- 8) S.69°57'49"W., 85.81 feet to an angle point; thence continuing parallel with and distant 4.00 feet from the south boundary of said Lot 20,
- 9) N.89°14'57"W., 148.17 feet; thence perpendicular with said south boundary,

- 10) S.00°45'03"W., 29.67 feet; thence parallel with and distant 33.67 feet from the said south boundary,
- 11) N.89°14'57"W., 20.00 feet; thence perpendicular with said south boundary,
- 12) N.00°45'03"E., 29.67 feet; thence parallel with and distant 4.00 feet from said south boundary,
- 13) N.89°14'57"W., 52.81 feet; thence perpendicular with said south boundary,
- 14) S.00°45'03"W., 24.50 feet; thence parallel with and distant 28.50 feet with said south boundary,
- 15) N.89°14'57"W., 20.00 feet; thence perpendicular with said south boundary,
- 16) N.00°45'03"E., 12.34 feet; thence,
- 17) N.89°08'48"W., 13.94 feet to the south east corner of City of Meridian Utility Easement Instrument # 2020-117724; thence along the east boundary of said Instrument,
- 18) N.00°02'39"W., 21.85 feet; thence continuing,
- 19) N.89°08'48"W., 7.97 feet; thence continuing,
- 20) N.00°02'39"W., 10.27 feet; thence leaving said east boundary and running parallel with and distant 16.00 feet from the south boundary of Lot 20, Block 1 of said Rackham Subdivision,
- 21) S.89°14'57"E., 259.67 feet to an angle point; thence continuing parallel with and distant 16.00 feet from said south boundary,
- 22) N.69°57'49"E., 55.36 feet; thence perpendicular to said south boundary,
- 23) N.20°02'11"W., 11.52 feet; thence parallel with and distant 27.52 feet from said south boundary,
- 24) N.69°57'49"E., 20.00 feet; thence perpendicular with said south boundary,
- 25) S.20°02'11"E., 11.52 feet; thence parallel with and distant 16.00 feet from said south boundary,
- 26) N.69°57'49"E., 153.41 feet; thence perpendicular with said south boundary,
- 27) S.20°02'11"E., 16.00 feet to the **POINT OF BEGINNING.**

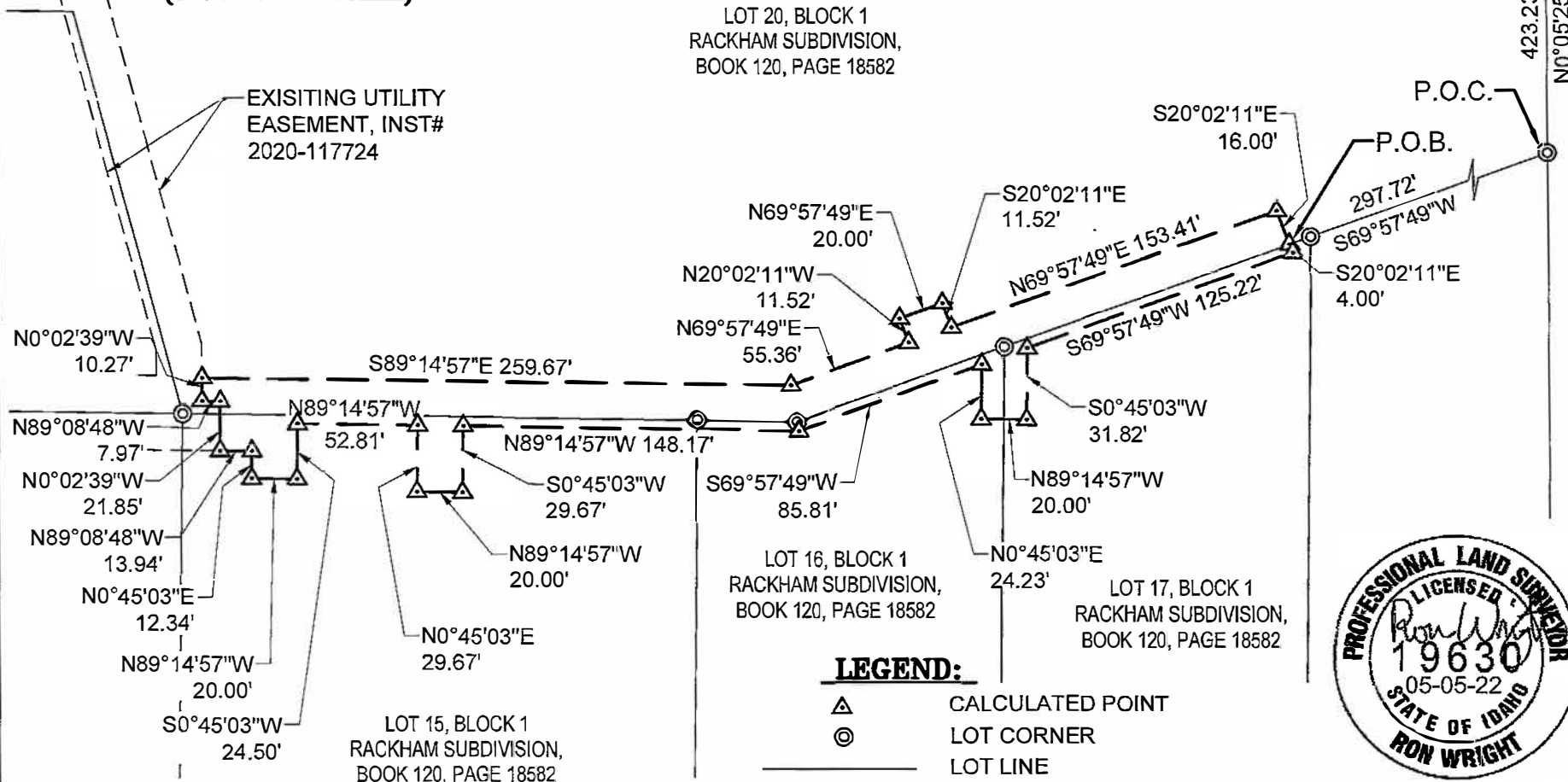


EXHIBIT B

DOMESTIC WATERLINE EXTENSION EASEMENT

RACKHAM SUBDIVISION

(NOT TO SCALE)



HORROCKS
ENGINEERS

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208 1895-2500
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WARNING

0 1/2 1
IF THIS BAR DOES NOT
MEASURE 1" THEN DRAWING
IS NOT TO SCALE

EXHIBIT B

S.W. ¹/₄, SEC. 16, T3N, R1E, B.M.

DRAWING INFO

DATE 05/5/22

SCALE N.T.S.

REV# DATE

00 05/05/2022

*SEE 2nd SHEET FOR LISTING

PROJ. NO: ID-2450

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