

Project Name:

ACHD Facility at 2023 Franklin Road

Water Main Easement Number: 01

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

(See Instructions for additional information).

ESMT-2025-0055

WATER MAIN EASEMENT

THIS Easement Agreement is made this 17th day of June, 2025 between the Ada County Highway District, a body politic and corporate of the State of Idaho ("Grantor"), the City of Meridian, an Idaho municipal corporation ("City"), and Veolia Water Idaho, Inc., an Idaho corporation ("Veolia"). City and Veolia shall be referred to collectively as "Grantees" herein.

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 mains, interconnect vault, and appurtenances are to be constructed by others; and

WHEREAS, it will be necessary for Grantees to maintain and service said water mains, interconnect vault, and appurtenances from time to time;

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 Grantees the right-of-way for a non-exclusive easement for the operation and maintenance of said water mains, interconnect vault, and appurtenances 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, an interconnect vault, and appurtenances, together with their maintenance, repair and replacement at the convenience of the Grantees, with the right of access, with notice provided to the Grantor as practicable, to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantees, their successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantees shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantees 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.

Robert E. Simison, Mayor 6-17-2025

STATE OF IDAHO)
) ss
County of Ada)

(stamp)

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STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on _____ (date) by _____
(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 _____
(name of entity on behalf of whom record was executed), in the following representative
capacity: _____ (type of authority such as officer or trustee)

(stamp)

Notary Signature _____
My Commission Expires: _____

EXHIBIT A

**WATER EASEMENT 01
FOR THE
CITY OF MERIDIAN, IDAHO**

An easement located in the SW 1/4 of the SE 1/4 of Section 9, Township 3 North, Range 1 East, Boise Meridian, and being a part of *PARCEL A* as shown on Record of Survey No. 14111, recorded as Instrument No. 2023-052123 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southwesterly corner of said SW 1/4 of the SE 1/4, from which an aluminum cap monument marking the southeasterly corner of said Section 9 bears S 89°14'44" E a distance of 2702.81 feet;

Thence S 89°14'44" E along the southerly boundary of said SW 1/4 of the SE 1/4 a distance of 1068.52 feet to a point on the extension of the westerly boundary of *PARCEL B* of said Record of Survey No. 14111;

Thence leaving said southerly boundary N 0°40'35" E along said extension a distance of 42.00 feet to a point marking the southwesterly corner of said *PARCEL B*, said point being on the northerly right-of-way of E. Franklin Road;

Thence S 89°14'44" E along the southerly boundary of said *PARCEL B* and said northerly right-of-way a distance of 60.00 feet to a point marking the southeasterly corner of said *PARCEL B*, said point being the southwesterly corner of said *PARCEL A*;

Thence leaving said southerly boundary and said northerly right-of-way N 0°40'35" E along the westerly boundary of said *PARCEL A* a distance of 35.00 feet to a point marking the northwesterly corner of that existing water easement as described in Instrument No. 2023-007825;

Thence along the northerly boundary of said water easement the following described courses:

Thence S 89°14'44" E a distance of 12.60 feet to the POINT OF BEGINNING;

Thence continuing S 89°14'44" E a distance of 20.00 feet to a point;

Thence leaving said northerly boundary N 0°45'16" E a distance of 5.00 feet to a point;

Thence N 89°14'44" W a distance of 20.00 feet to a point;

Thence S 0°45'16" W a distance of 5.00 feet to the POINT OF BEGINNING.

This parcel contains 100 square feet (0.002 acres) and is subject to any other easements, existing or in use.

Prepared by: Kyle A. Koomler, PLS
Civil Survey Consultants
January 21, 2025

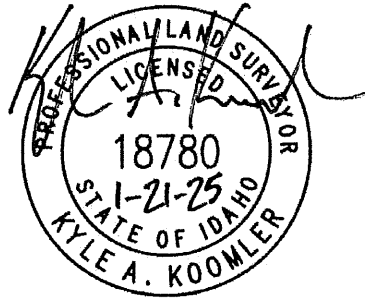


EXHIBIT B

SKETCH TO ACCOMPANY WATER EASEMENT DESCRIPTION
FOR THE CITY OF MERIDIAN, IDAHO LOCATED IN THE
SW 1/4 OF THE SE 1/4 OF SECTION 9, TOWNSHIP 3
NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY,
IDAHO

