

Project Name (Subdivision):

New Commercial Building for Echardt Company, Inc.

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).

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20__ between Eckhardt Family, LLLP (“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:

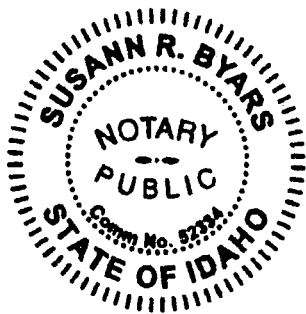
Cheri R Moore

STATE OF IDAHO)
Payette) ss
County of ~~Ada~~)

8RB
6/14/2021

This record was acknowledged before me on 6/14/20 (date) by Cheri R Moore (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 Eckhardt Family, LLLP (name of entity on behalf of whom record was executed), in the following representative capacity: Co-Agent (type of authority such as officer or trustee)

(stamp)



Susann R Byars
Notary Signature
My Commission Expires: 5/2/2026

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: _____

June 3, 2021
Lot 3, Bountiful Commons
Project No. 20-213
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement being a portion of Lot 3, Block 1 of Bountiful Commons Subdivision (Book 115 of Plats at Pages 17336-17339), situated in a portion of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found 1/2-inch rebar marking the Northeast corner of said Lot 3, which bears S89°24'36"E a distance of 258.53 feet from a found brass plug marking the Northwest corner of said Lot 3, thence following the easterly boundary line of said Lot 3, S00°19'52"W a distance of 47.03 feet;

Thence leaving said easterly boundary line, N89°40'08"W a distance of 15.50 to a point on the westerly line of an existing City of Meridian Sewer and Water Easement, Instrument Number 2018-098357, and being the **POINT OF BEGINNING**.

Thence following said westerly line, S29°01'45"W a distance of 20.70 feet;

Thence leaving said westerly line, N89°04'45"W a distance of 15.94 feet;

Thence N00°19'53"E a distance of 17.99 feet;

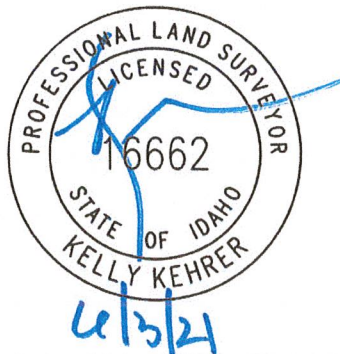
Thence S89°40'08"E a distance of 8.88 feet to said westerly line;

Thence following said westerly line, S89°40'08"E a distance of 17.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 378 Sq. Ft., more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.

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



NW COR, LOT 3, BLOCK 1
BOUNTIFUL COMMONS SUBDIVISION
FOUND BRASS PLUG

POINT OF COMMENCEMENT
NE COR, LOT 3, BLOCK 1
BOUNTIFUL COMMONS SUBDIVISION
FOUND 1/2-INCH REBAR

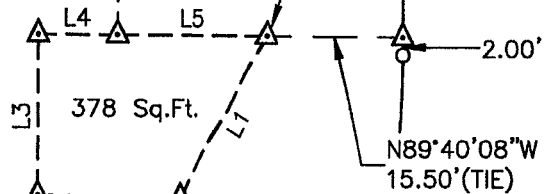
BASIS OF BEARING
S89°24'36"E 258.53'

Lot 3, Block 1
Bountiful Commons Subdivision

CITY OF MERIDIAN SEWER AND WATER
EASEMENT PER INST. No. 2018-098357

POINT OF BEGINNING

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S29°01'45"W	20.70
L2	N89°04'45"W	15.94
L3	N0°19'53"E	17.99
L4	S89°40'08"E	8.88
L5	S89°40'08"E	17.00



LEGEND

- FOUND 1/2-INCH REBAR
- ⊙ FOUND BRASS PLUG
- △ CALCULATED POINT
- EASEMENT LINE, NEW
- EASEMENT LINE, EXISTING
- SURVEY TIE LINE
- LOT LINE



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

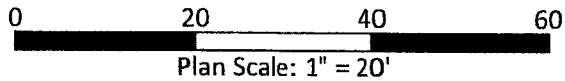
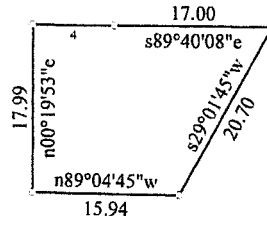


EXHIBIT B - CITY OF MERIDIAN WATER EASEMENT
BOUNTIFUL COMMONS LOT 3

DATE: June 2021
PROJECT: 20-213

SHEET:
1 OF 1

Being a portion of Lot 3, Block 1 of Bountiful Commons Subdivision, situated in a portion of the SW 1/4 of the NW 1/4 of Sec. 25, T.4N., R.1W., B.M., City of Meridian, Ada County, ID



Title: 20-213 City of Meridian Water Easement		Date: 06-03-2021
Scale: 1 inch = 20 feet	File: Deed Plotter.des	
Tract 1: 0.009 Acres: 378 Sq Feet: Closure = n15.4319w 0.00 Feet: Precision =1/24164: Perimeter = 81 Feet		
001=s29.0145w 20.70	003=n00.1953e 17.99	005=s89.4008e 17.00
002=n89.0445w 15.94	004=s89.4008e 8.88	