

Project Name or Subdivision Name:

"McDermott Village" Water Easement

Water Main Easement Number: 5

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only      ESM-2024-0145  
Record Number: \_\_\_\_\_

### **WATER MAIN EASEMENT**

THIS Easement Agreement made this 3rd day of December 2024 between  
Pacific McDermott Village Apartments 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, 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

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:

**PACIFIC MCDERMOTT VILLAGE APARTMENTS, LLC,**  
an Idaho limited liability company

By: TPC PPR Holdings II, LLC, an Idaho limited liability  
company, its manager

By: TPC MR Holdings II, LLC, an Idaho limited liability  
company, its manager

STATE OF IDAHO )

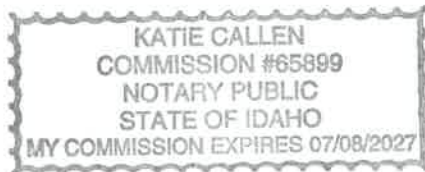
County of Ada ) ss  
)

By: Pacific West Communities, Inc., an Idaho  
corporation, its manager

By:   
Caleb Roope, President and CEO

This record was acknowledged before me on 10/29/24 (date) by Caleb Roope, President and CEO of Pacific West Communities, Inc., an Idaho corporation, the Manager of TPC MR Holdings II, LLC, an Idaho limited liability company, the Manager of TPC PPR Holdings II, LLC, an Idaho limited liability company, the Manager of Pacific McDermott Village Apartments, LLC, an Idaho limited liability company, the person who executed the instrument on behalf of Pacific McDermott Village Apartments, LLC and acknowledged to me that said limited liability company executed the same.

Notary Stamp Below



  
Notary Signature  
My Commission Expires: 7/8/27

Robert E. Simison, Mayor 12-3-2024

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.

My Commission Expires:

September 24, 2024

**Easement Description**

A parcel of land being located in the Southeast Quarter of Section 32, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 32, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho from which the East 1/16 Corner common to Sections 32 and Section 5 bears North 89°17'49" West 1,325.58 feet;

Thence North 00°30'38" East, a distance of 418.90 feet along the section line of Section 32, and North 89°29'22" West, 1,268.60 feet to a point on the southerly right-of-way line of W. Endeavor St., said point being the POINT OF BEGINNING of this description,

Said point also be the beginning of a non-tangent curve to the right with a radius of 20.00 feet, a central angle of 60°10'36", and a chord bearing and distance of North 60°37'29" East, 20.05 feet;

THENCE in a easterly direction, with said non-tangent curve to the right, an arc distance of 21.01 feet;

THENCE South 89°17'13" East, a distance of 0.90 feet;

THENCE South 44°26'57" East, a distance of 3.27 feet;

THENCE South 45°33'03" West, a distance of 20.00 feet;

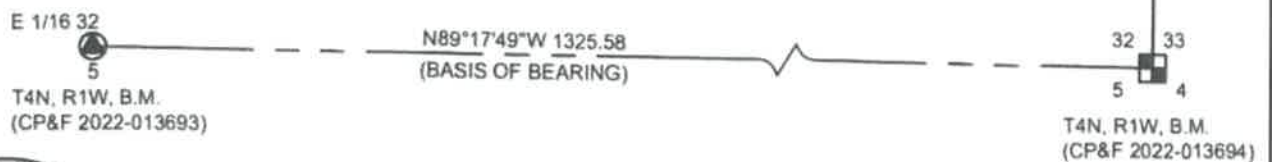
THENCE North 44°26'57" West, a distance of 9.12 feet; to the POINT OF BEGINNING

Containing 165 square feet or 0.004 acres of land.

**EXHIBIT "A"**

| LINE TABLE |             |        |
|------------|-------------|--------|
| NO.        | BEARING     | LENGTH |
| L30        | S89°17'13"E | 0.90'  |
| L31        | S44°26'57"E | 3.27'  |
| L32        | S45°33'03"W | 20.00' |
| L33        | N44°26'57"W | 9.12'  |

| CURVE TABLE |           |        |        |               |        |
|-------------|-----------|--------|--------|---------------|--------|
| NO.         | DELTA     | RADIUS | LENGTH | CHORD BEARING | CHORD  |
| C3          | 60°10'36" | 20.00' | 21.01' | N60°37'29"E   | 20.05' |



-  SECTION CORNER
-  SIXTEENTH CORNER
-  BOUNDARY LINE
-  TIE LINE
-  EASEMENT LINE
-  SECTION LINE
-  RIGHT-OF-WAY LINE



**Kimley»Horn**  
 1100 W. IDAHO STREET  
 SUITE 210  
 BOISE, IDAHO 83702  
 PHONE: (208) 297-2888  
 www.kimley-horn.com

PROJECT:  
 McDERMOTT VILLAGE SUBD NO. 1  
 EASEMENT

TITLE:  
 EXHIBIT "B"

JOB NO.: 093969000  
 SCALE: 1" = 20'  
 DATE: 9/24/2024  
 SHEET:  
 SHEET 2 OF 2