

Project Name or Subdivision Name:

Freedom Bagel Bakery

Water Main Easement Number: 2

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 **ESMT-2025-0158**

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between
River Heights Property Management, 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

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.

Notary Stamp Below

Notary Signature
My Commission Expires: _____

May 29, 2025
Project No. 24-145
City of Meridian Water Easement

Exhibit A

A parcel of land for a City of Meridian Water Easement over a portion of Lot 4, Block 2 of Paramount Square Subdivision (Book 109 of Plats, Pages 15586-15588) situated in the Southeast 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 Southwest corner of said Lot 4, which bears N89°36'40"W a distance of 199.82 feet from a found 1/2-inch rebar marking the Southeast corner of said Lot 4, thence following the southerly boundary of said Lot 4, S89°36'40"E a distance of 30.82 feet to an existing City of Meridian Water Easement as described per Instrument No. 2024-063334;
Thence leaving said southerly boundary and following said existing easement, N00°23'20"E a distance of 20.00 feet to the **POINT OF BEGINNING**.

Thence following said existing easement, N89°36'40"W a distance of 18.05 feet;
Thence leaving said existing easement, N27°00'30"E a distance of 33.03 feet;
Thence S65°52'53"E a distance of 16.15 feet;
Thence S27°00'30"W a distance of 25.76 feet to the **POINT OF BEGINNING**.

Said parcel contains 474 square feet, more or less, and is subject to all 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.

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



LEGEND

- FOUND 1/2" REBAR
- CALCULATED POINT
- BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- ROAD CENTERLINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- PER INST. No. 2024-06334

W. Archfield Street

Lot 4, Block 2
Paramount Square Subdivision
Address: 191 W. Archfield Street
APN: R6905490100
Owner: River Heights Property Management LLC

N. Elsinore Avenue

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°36'40"W	18.05'
L2	N27°00'30"E	33.03'
L3	S68°52'53"E	16.15'
L4	S27°00'30"W	25.76'

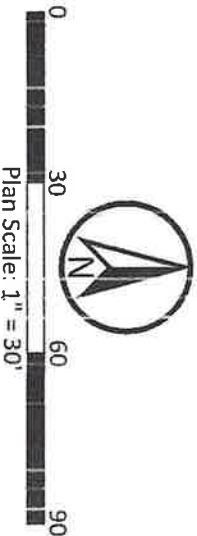
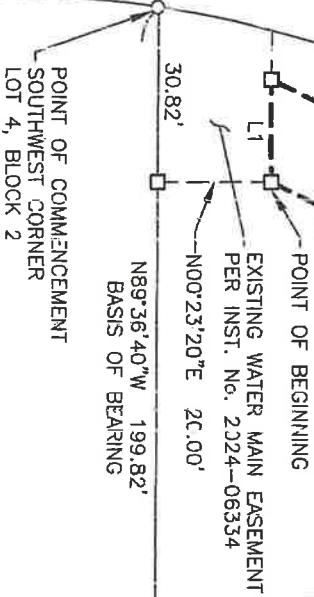
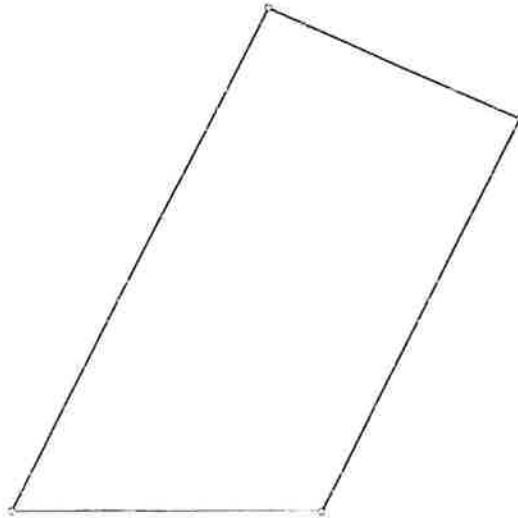


Exhibit B City of Meridian Water Easement

A portion of Lot 4, Block 2 of Paramount Square Subdivision, situated in the SE 1/4 of Section 25, T.4N., R.1W., B.M., City of Meridian, Ada County, Idaho

km
ENGINEERING
5735 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengrllp.com

DATE: MAY, 2025
PROJECT: 24-145
SHEET: 1 OF 1



Title:		Date: 05-28-2025
Scale: 1 inch = 10 feet	File: Deed Plotter.des	
Tract 1: 0.011 Acres: 474 Sq Feet: Closure = s87.4105e 0.01 Feet: Precision =1/11611: Perimeter = 93 Feet		
001=n89.3640w 18.05	003=s65.5253e 16.15	
002=n27.0030e 33.03	004=s27.0030w 25.76	