

**Project Name (Subdivision):**

Meridian Office

**Water Main Easement Number:** \_\_\_\_\_

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 RAV HOLDINGS 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.

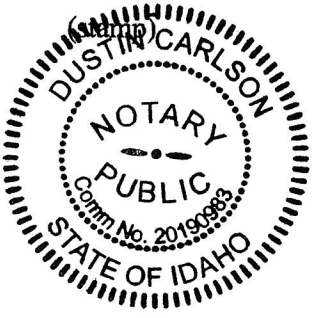
IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

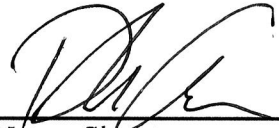
GRANTOR: RAV HOLDINGS LLC



STATE OF IDAHO )  
                              ) ss  
County of Ada        )

This record was acknowledged before me on 10/26/23 (date) by R. AARON SEEHAWER (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 RAV HOLDINGS LLC (name of entity on behalf of whom record was executed), in the following representative capacity: MANAGER (type of authority such as officer or trustee)



  
\_\_\_\_\_  
Notary Signature  
My Commission Expires: 5/14/2025

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:\_\_\_\_\_

**EXHIBIT "A"**  
**City of Meridian Water Easement**  
*October 12, 2023*

A portion of Government Lot 7 in Section 6, Township 3 North, Range 1 East of the Boise Meridian, located in the City of Meridian, County of Ada, State of Idaho, being more particularly described as follows:

**COMMENCING** at the Southwest corner of said Section 6, from which the South 1/4 corner of said Section 6 bears North 88°34'46" East a distance of 2404.62 feet; thence on the South line of said Section 6, North 88°34'46" East a distance of 705.14 feet to the Southerly extension of the East Line of VanAuken Subdivision, according to the official plat thereof, filed in book 104 of plats at pages 14174-14176, Ada County Records; thence on said Southerly extension, North 0°18'46" East a distance of 51.11 feet to the Northerly Right-of-Way of E. Fairview Ave. and Southeast corner of said VanAuken Subdivision; thence continuing North 0°18'46" East, on said East line, a distance of 308.08 feet to the **REAL POINT OF BEGINNING**;

thence continuing North 0°18'46" East, on said East line, a distance of 20.00 feet;

thence leaving said East Line, North 89°51'09" East a distance of 125.84 feet;

thence South 0°08'51" East a distance of 131.97 feet;

thence South 89°50'16" West a distance of 20.00 feet;

thence North 0°08'51" West a distance of 111.97 feet;

thence South 89°51'09" West a distance of 106.00 feet to the **REAL POINT OF BEGINNING**.

Containing an approximate area of 4,758 square feet, or 0.11 acres more or less.

End of Description.



N0°18'46"E  
20.00'

N89°51'09"E 125.84'

S89°51'09"W 106.00'

REAL POINT OF BEGINNING

S0°08'51"E 131.97'  
N0°08'51"W 112.00'

FUTURE BUILDING

VANAUKEN  
SUBDIVISION

N0°18'46"E 308.08'

EXISTING BUILDING

S89°50'16"W  
20.00'



10' CITY OF MERIDIAN  
SEWER EASEMENT PER  
INST. NO.S 7807045-46 &  
INST. NO.S 7810832-36

N0°18'46"E  
51.11'

E. FAIRVIEW AVE.

705.14'

1699.48'

BASIS OF BEARING  
S88°34'46"W 2404.62'

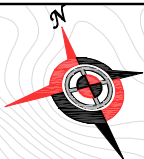
SOUTHWEST  
CORNER SECTION 6



SCALE: 1"=50'



SOUTH 1/4 CORNER  
SECTION 6



**VALLEY  
LAND SURVEYING**  
PROFESSIONAL LIMITED LIABILITY COMPANY  
5099 S. Valley St. Boise, ID 83709  
www.valleylandsurveying.com  
Phone: (208) 261-2226

**EXHIBIT "B"**  
**CITY OF MERIDIAN WATER EASEMENT**

A PORTION OF GOV'T LOT 7 IN THE SOUTHWEST 1/4 OF SECTION 6,  
TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN,  
CITY OF MERIDIAN, COUNTY OF ADA, STATE OF IDAHO

PROJECT NO.  
21-147

DRAWN BY  
J.S.G

DATE  
10/12/2023

SHEET NO.  
1 OF 1