

Project Name or Subdivision Name:

New Horizon Academy

Water Main Easement Number: 01

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

Record Number: ESMT-2024-0001

WATER MAIN EASEMENT

THIS Easement Agreement made this _____ day of _____ 20____ between
New Horizon Real Estate Development - Idaho, LLP ("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.

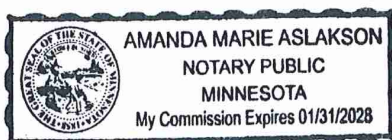
GRANTOR:
New Horizon Real Estate Development - Idaho, LLP

Jill Dunkley

MINNESOTA
STATE OF ~~IDAHO~~)
) ss
County of ~~Ada~~)
 Hennepin

This record was acknowledged before me on January 9 (date) by Jill Dunkley
(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 New Horizon Real Estate
(name of entity on behalf of whom record was executed), in the following representative Development
capacity: Partner (type of authority such as officer or trustee) - Idaho, LLC

Notary Stamp Below



Amanda Aslakson
Notary Signature
My Commission Expires: 1/31/2028

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 Signature

My Commission Expires: _____

2775 W. Navigator Drive, Suite 210
Meridian, Idaho 83642
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Idaho Office
Tel: 208.895.2520



Date: January 5, 2024
Project: ID-7403-23
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Utility Easement

A utility easement being 20 feet wide, 10 feet on each side of a water line, located on a parcel of land being a portion of Lot 2 Block 1 of Victory Commons Subdivision and situated in a portion of Government Lot 4, Section 19, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

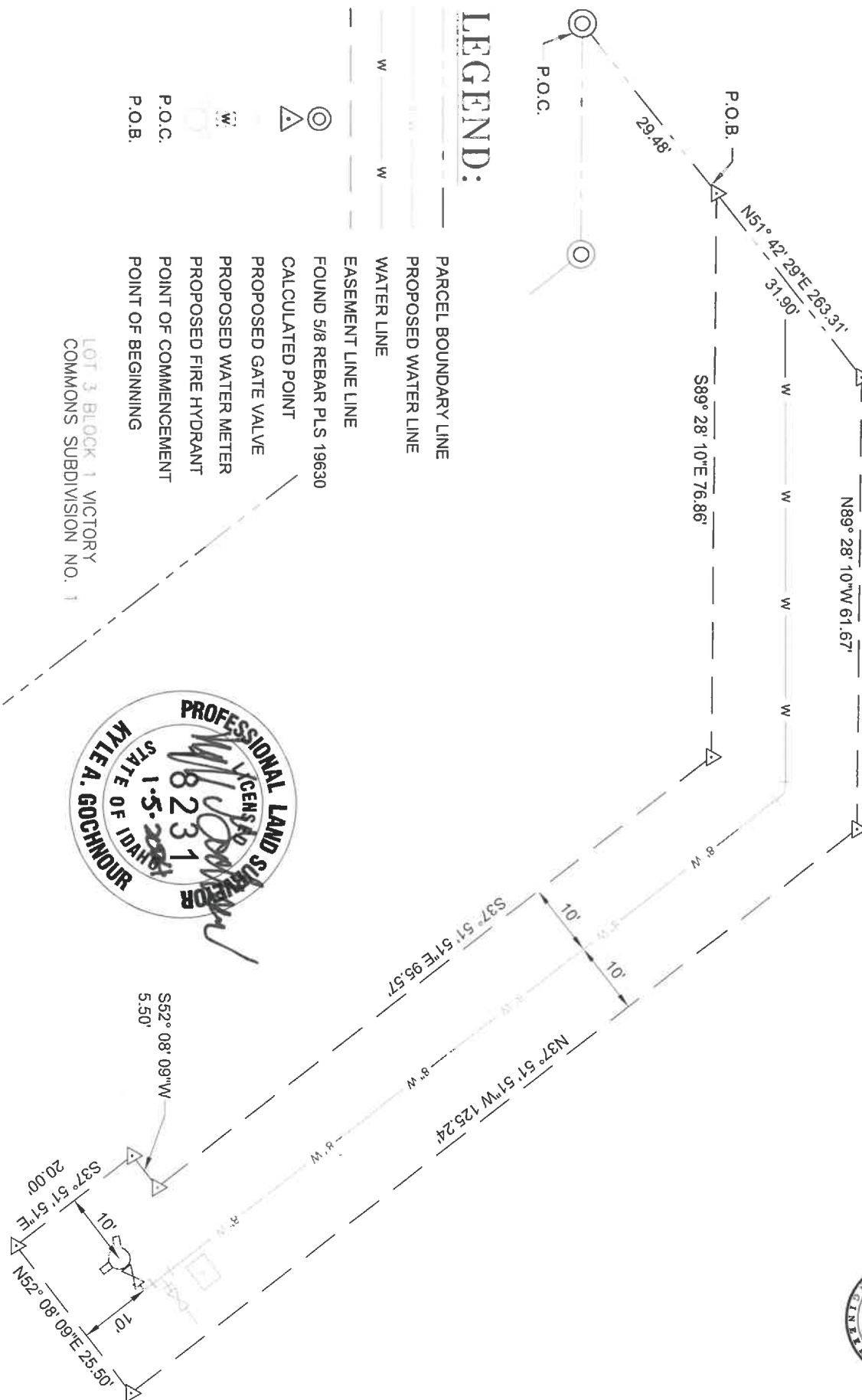
Commencing the most Westerly corner of said Lot 2 Block 1, from which the Northerly corner of said Lot 2 Block 1 lies N.51°42'29"E. 263.31 feet, Thence N.51°42'29"E., along the Westerly line of said Lot 2 Block 1, 29.48 feet to a point, said point being the **Point of Beginning**;

- 1) S.89°28'10"E., 76.86 feet to a point;
- 2) S.37°51'51"E., 95.57 feet to a point;
- 3) S.52°08'09"W., 5.50 feet to a point;
- 4) S.37°51'51"E. 20.00 feet to a point;
- 5) N.52°08'09"E., 25.50 feet to a point;
- 6) N.37°51'51"W., 125.24 feet to a point;
- 7) N.89°28'10"W., 61.67 feet to a point;
- 8) S.51°42'29"W., along the Westerly line of said Lot 2 Block 1, 31.90 feet to the **Point of Beginning**.



Exhibit B New Horizon Academy Water Main Easement Number 01

LOT 1 BLOCK 1 VICTORY
COMMONS SUBDIVISION NO. 1



LEGEND:

- PARCEL BOUNDARY LINE
- PROPOSED WATER LINE
- WATER LINE
- EASEMENT LINE LINE
- FOUND 5/8 REBAR PLS 19630
- CALCULATED POINT
- PROPOSED GATE VALVE
- PROPOSED WATER METER
- PROPOSED FIRE HYDRANT
- POINT OF COMMENCEMENT
- POINT OF BEGINNING



HORROCKS
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NEW HORIZON ACADEMY

PROPOSED WATER EASEMENT

DRAWING INFO

DATE 01/8/24

NTS

REV #

DATE

PROJ. NO.

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