

Project Name or Subdivision Name:

Foundation Support Works

Water Main Easement Number: 1

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-2024-0006
Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this _____ day of _____ 20____ between
The Steven and Nadine Burak Living Trust ("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:

The Steven and Nadine Burak Living Trust

Nadine Burak

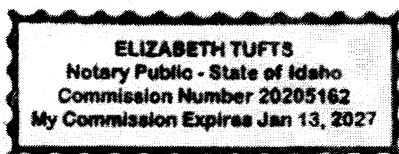
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 1/17/24 (date) by Nadine Burak
(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 The Steven and Nadine
Burak Living Trust
(name of entity on behalf of whom record was executed), in the following representative
capacity: Trustee (type of authority such as officer or trustee)

Notary Stamp Below



Elizabeth Tufts

Notary Signature
My Commission Expires: 1/13/27

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: _____



Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Nampa, ID 83651

Ph (208) 454-0256

e-mail: dholzhey@masonandassociates.us

FOR: Steve Burak
JOB NO.: JN0019
DATE: January 09, 2024

EXHIBT "A" **WATER EASEMENT**

An easement being a portion of Lot 13 of the Amended Plat of Bowns Second Addition to Meridian in the SE1/4 SW1/4 of Section 7, Township 3 North, Range 1 East, Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the southeast corner of the SE1/4 SW1/4;

Thence S 89° 19' 57" W., 678.49 feet along the south boundary of the SE1/4 SW1/4;

Thence N 00° 30' 38" E., 45.01 feet to a point on the northerly right of way of Franklin Road;

Thence S 89° 19' 57" W., 180.27 feet along the northerly right of way of Franklin Road;

Thence N 00° 24' 51" E., 7.00 feet parallel with the easterly right of way of E. Third Street to the **POINT OF BEGINNING** of said easement;

Thence N 00° 24' 51" E., 20.00 feet parallel with the easterly right of way of E. Third Street;

Thence N 89° 19' 57" E., 7.04 feet parallel with the northerly right of way of Franklin Road;

Thence N 00° 24' 51" E., 9.64 feet parallel with the easterly right of way of E. Third Street;

Thence N 89° 19' 57" E., 20.00 feet parallel with the northerly right of way of Franklin Road;

Thence S 00° 24' 51" W., 29.64 feet parallel with the easterly right of way of E. Third Street;

Thence S 89° 19' 57" W., 27.04 feet parallel with the northerly right of way of Franklin Road to the **POINT OF BEGINNING** of said easement.

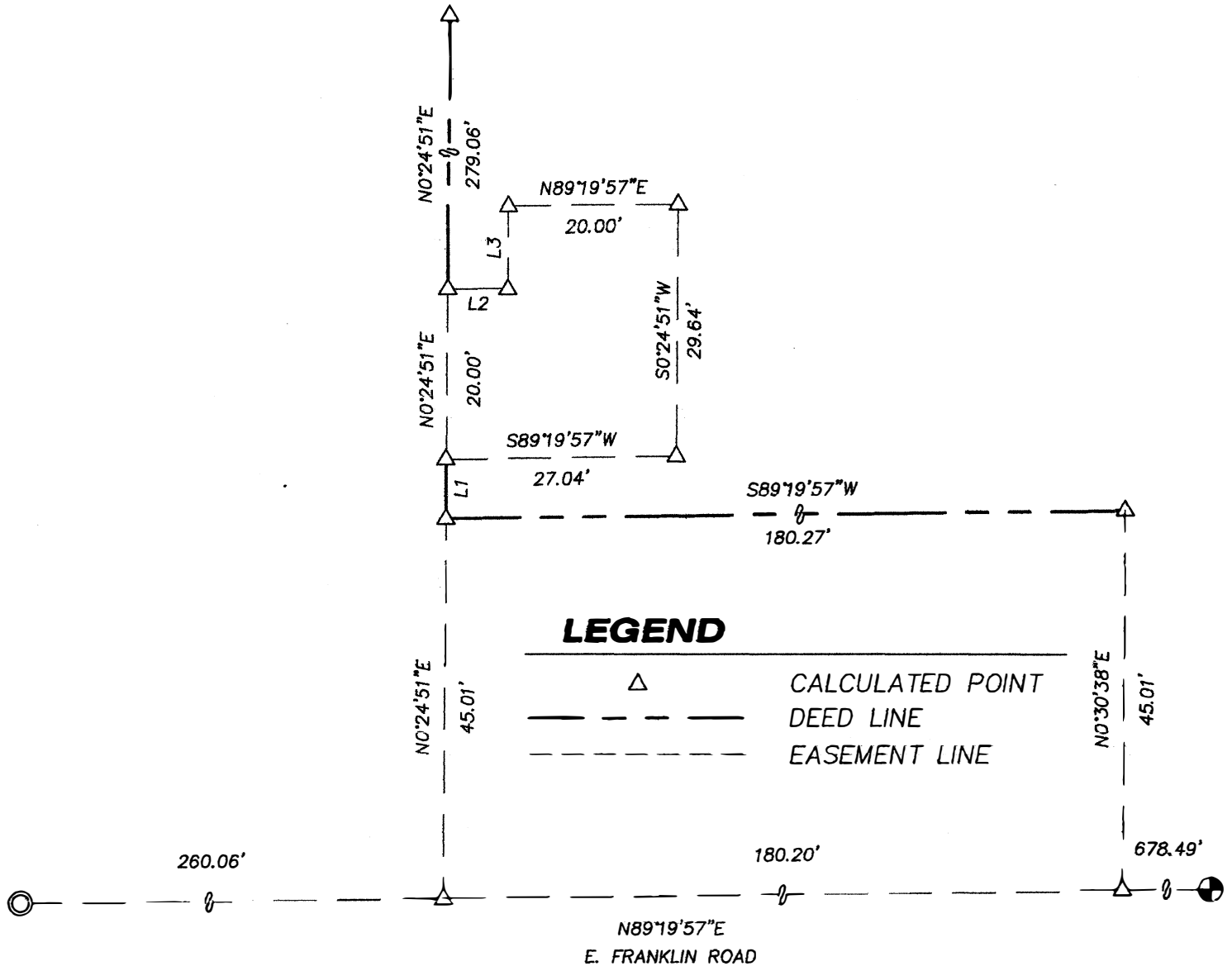


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EXHIBIT "B"

An easement being a portion of Lot 13 of the Amended Plat of Bowns Second Addition to Meridian
in the SE1/4 SW1/4 of Section 7, Township 3 North, Range 1 East,
Boise Meridian, Ada County Idaho



Line Table		
Line #	Direction	Length
L1	N0° 24' 51"E	7.00
L2	N89° 19' 57"E	7.04
L3	S0° 24' 51"W	9.64

368 E. FRANKLIN RD.	
EASEMENT EXHIBIT	
 Professional Engineers, Land Surveyors & Planners 924 3rd St South, Merida, ID 83651 (208) 454-0256 Fax (208) 457-4130	
JOB NO. JN0319	DWG NO. JN0319 EXHIBIT
SCALE: 1"=20'	REV. △
FIELD BOOK NO.	
DRAWN BY: BP	DATE: 1/9/2024