

Project Name or Subdivision Name:

Water Main Extension - Meridian Park Apartment Loop

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-2025-0002
Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 4th day of February 2025 between SP CASCADE LLC, an Idaho limited liability company ("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 the Grantee; 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 ("Easement Area"):

(SEE ATTACHED EXHIBITS A and B)

The right-of-way and 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.

Additionally, subject to the limitations herein, Grantor hereby grants Grantee an irrevocable license for the temporary use of that portion of Grantor's adjacent property identified on Exhibit B as the "License Area" for access to install, construct, operate, alter, maintain, replace, improve and repair water mains and allied facilities in the Easement Area; provided, however, only to the extent that portions of the License Area are then available for such temporary use. Grantee acknowledges that HVAC equipment, electrical equipment, landscaping and other improvements that would not be permitted in the Easement Area are now located in the License Area, and Grantee agrees that Grantor shall have the right to remove, replace, relocate or expand such improvements in the License Area from time to time without Grantee's approval or consent. Grantee agrees that the area of such improvements, as they exist when Grantee then uses the License Area, will not be available for use unless Grantor consents to the temporary removal and restoration of such improvements by Grantee, which approval will not be unreasonably withheld.

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 Easement Area, License Area and any 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 Easement Area 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 the 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 Easement Area, and that Grantor has a good and lawful right to convey the right-of-way and easement, and that except for matters that this right-of-way and easement subject to Grantor will warrant and defend the right-of-way and easement against the lawful claims of all persons claiming by or through Grantor, but none other. The right-of-way and easement is subject to all matters of record or appearing on the land.

THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

[end of text; counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE

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

GRANTOR: SP CASCADE LLC,
an Idaho limited liability company

By: Schlosser Properties Co., Inc.,
a California corporation, its Manager

By: 
Martha Elena Carlson, Vice President

STATE OF IDAHO)
 : ss.
County of Ada)

This record was acknowledged before me on January 9, 2025 (date) by Martha Elena Carlson as Vice President of Schlosser Properties Co., Inc., acting in its capacity as Manager of SP Cascade LLC.




Signature of Notary Public

My Commission Expires: 05/31/2030

COUNTERPART SIGNATURE PAGE

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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-4-2025

Attest by Chris Johnson, City Clerk 2-4-2025

STATE OF IDAHO)
 : ss.
County of Ada)

This record was acknowledged before me on 2-4-2025 (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

Signature of Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT AREA

EXHIBIT A

WATER MAIN EASEMENT FOR THE CITY OF MERIDIAN, IDAHO

An easement located in the NE 1/4 of the NE 1/4 of Section 13, Township 3 North, Range 1 West, Boise Meridian, and being a part of *PARCEL B* as described in Warranty Deed Instrument No. 111058236, in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southeasterly corner of said NE 1/4 of the NE 1/4, from which an aluminum cap monument marking the northeasterly corner of said Section 13 bears N 0°49'01" E a distance of 1327.08 feet;

Thence N 0°49'01" E along the easterly boundary of said NE 1/4 of the NE 1/4 a distance of 35.73 feet to a point on the extension of the southerly boundary of *PARCEL A* as described in said Warranty Deed Instrument No. 111058236;

Thence leaving said easterly boundary N 88°51'59" W along said extension and along the southerly boundary of said *PARCEL A* a distance of 388.02 feet to a point marking the southwest corner of said *PARCEL A*;

Thence N 0°49'01" E along the westerly boundary of said *PARCEL A* a distance of 120.00 feet to a point marking the northwest corner of said *PARCEL A*, said point being the southwest corner of said *PARCEL B* and the POINT OF BEGINNING;

Thence continuing N 0°49'01" E along the westerly boundary of said *PARCEL B* a distance of 20.00 feet to a point;

Thence leaving said westerly boundary S 88°51'59" E a distance of 5.33 feet to a point;

Thence S 1°08'01" W a distance of 5.00 feet to a point;

Thence S 88°51'59" E a distance of 54.00 feet to a point;

Thence N 0°52'31" E a distance of 5.00 feet to a point;

Thence S 88°51'59" E a distance of 113.15 feet to a point;

Thence S 1°08'01" W a distance of 20.00 feet to a point on the southerly boundary of said *PARCEL B*;

Thence N 88°51'59" W along said southerly boundary a distance of 172.34 feet to the POINT OF BEGINNING.

This parcel contains 3,178 square feet (0.073 acres) and is subject to any other easements, existing or in use.

Prepared by: Kyle A. Koomler, PLS
Civil Survey Consultants, Incorporated
October 24, 2024



EXHIBIT B

GRAPHIC DEPICTION OF THE EASEMENT AREA AND THE LICENSE AREA

