

Project Name or Subdivision Name:

SUMMERTOWN SUBDIVISION

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-2024-0069

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 28th day of May 20 24 between SUMMERTOWN 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.

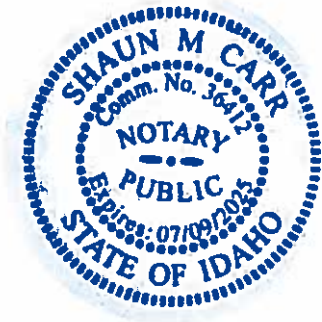
GRANTOR: SUMMERTOWN LLC

[Handwritten signature]

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 05/09/2024 (date) by Shannon Robnett (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 Summertown LLC (name of entity on behalf of whom record was executed), in the following representative capacity: member (type of authority such as officer or trustee)

Notary Stamp Below



[Handwritten signature]

Notary Signature

My Commission Expires: 07/09/2025

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 5-28-2024

Attest by Chris Johnson, City Clerk 5-28-2024

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on 5-28-2024 (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: 3-28-2028

EXHIBIT A
DESCRIPTION FOR

**SUMMERTOWN SUBDIVISION
CITY OF MERIDIAN WATER LINE EASEMENT**

A portion of Government Lot 2 of Section 1, T.3N., R.1W., Boise Meridian, City of Meridian, County of Ada, State of Idaho, being more particularly described as follows:

Commencing at the N1/4 corner of said Section 1 from which the NE corner of said Section 1 bears South 89°46'48" East, 2662.22 feet;

thence South 81°44'47" East, 345.59 feet to a point on the South right-of-way line of W. Ustick Road, said point being the **REAL POINT OF BEGINNING**;

thence along said South right-of-way line South 89°46'48" East, 20.00 feet;

thence leaving said South right-of-way line South 00°13'12" West, 17.00 feet;

thence North 89°46'48" West, 20.00 feet;

thence North 00°13'12" East, 17.00 feet to the **REAL POINT OF BEGINNING**.



1/4 S.36
BASIS OF BEARING
S89°46'48"E 2662.22'

1/4 S.36

4N.,1W. S.36
3N.,1W. S.1 S.6

N. VENABLE LN.

W. USTICK RD.

N. MERIDIAN RD.

S81°47'47"E 345.59'

RPOB

S89°46'48"E

20.00'

17.00'

S00°13'12"W

N00°13'12"E

17.00'

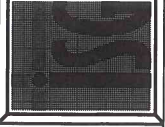
N89°46'48"W

20.00'

20.00'



Scale: 1" = 10'



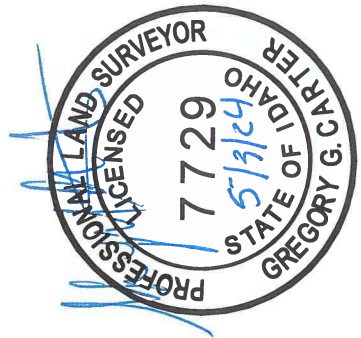
IDAHO
SURVEY

9855 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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EXHIBIT B Drawing for
City of Meridian Water Line Easement
Summertown Subdivision

A PORTION OF GOVERNMENT LOT 2 OF SECTION 1,
T.3N., R.1W., B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO



Job No.
21-579
Sheet No.
1
Dwg. Date
5/3/24