

Project Name or Subdivision Name:

Mckay Farm Subdivision

Water Main Easement Number: _____

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-2025-0078

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this _____ day of _____ 20____ between
Sky Mesa Development, 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.

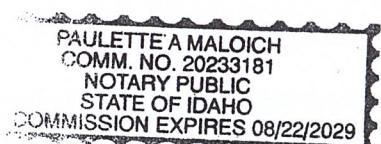
GRANTOR: Sky Mesa Development, LLC



STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 7-1-2025 (date) by Randi Mercedes (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 Sky Mesa Development, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Authorized Agent (type of authority such as officer or trustee)

Notary Stamp Below



Paulette A. Maloich
Notary Signature
My Commission Expires: 8/22/2029

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: _____

Exhibit A
Water Easement
McKay Farms Subdivision
June 30, 2025

A portion of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the 1/4 corner common to Sections 32 and 33, T.3N., R.1E., B.M., from which the Section corner common to said Sections 32 and 33 and Sections 4 and 5 T.2N., R.1E., B.M., bears South 00°13'40" West, 2,676.20 feet; thence on the east boundary line of said Section 32, South 00°13'40" West, 601.18 feet; thence North 89°46'20" West, 48.00 feet to the **POINT OF BEGINNING**;

thence South 00°13'40" West, 20.00 feet;

thence North 89°46'20" West, 157.47 feet;

thence South 57°56'20" West, 17.72 feet;

thence 20.21 feet on the arc of a curve to the left having a radius of 81.50 feet, a central angle of 14°12'19" and a long chord which bears North 39°09'49" West, 20.15 feet;

thence North 57°56'20" East, 26.00 feet;

thence South 89°46'20" East, 163.26 feet to the **POINT OF BEGINNING**.

Containing 3,636 square feet, more or less.

End of Description.





Scale: 1"=40'

0 10 20 40 80

Sky Mesa Subdivision No. 4

1/4
S.32 S.33

Basis of Bearings

SO013'40"W 2676.20'

601.18'

2075.02'

S. Eagle Rd.

Point of Beginning
N89°46'20"W
48.00'

S89°46'20"E 163.26'

N89°46'20"W 157.47'

C1 C2 C3

E. Lake Hazel Rd.
S.32 S.33 T.3N.
S.5 S.4 T.2N.

Curve Table				
	Curve Length	Radius	Delta	Chord Length
C1	20.21'	81.50'	14°12'19"	N39°09'49"W
				20.15'

Exhibit B Water Easement McKay Farms Subdivision	Job No 25-027 Sheet No. 1
A portion of the NE1/4 of the SE1/4 Section 32, T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho.	Dwg. Date 6/30/2025



Line Table		
Line	Bearing	Length
L1	S0013'40"W	20.00'
L2	S57°56'20"W	17.72'
L3	N57°56'20"E	26.00'

