

Project Name or Subdivision Name:

146 e fairview

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-2025-0049**

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 27th day of January 2025 between Van Carlson ("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

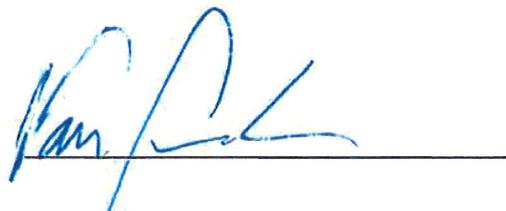
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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.

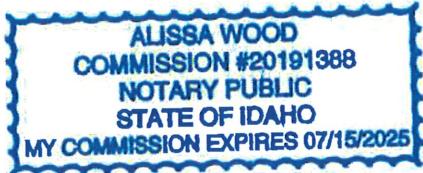
GRANTOR:

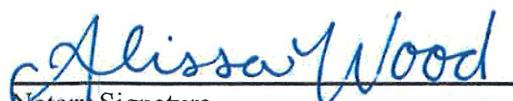


STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 4/30/2025 (date) by Van Carlson (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 _____ (name of entity on behalf of whom record was executed), in the following representative capacity: _____ (type of authority such as officer or trustee)

Notary Stamp Below




Notary Signature
My Commission Expires: 07/15/2025

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 1-27-2026

Attest by Chris Johnson, City Clerk 1-27-2026

STATE OF IDAHO,)

: ss.

County of Ada)

1-27-2026

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: _____



IDAHO
SURVEY
GROUP

9939 W Emerald St
Boise, ID 83704
Phone: (208) 846-8570

May 13, 2025

Exhibit A
LEGAL DESCRIPTION FOR
Waterline Easement

A 20.00 foot wide waterline easement located in the SW1/4 of the SW1/4, Section 6, T. 3N., R. 1E., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of said Section 6, from which the South 1/4 corner of said Section 6 bears North 88°36'11" East, 2404.38 feet; Thence along the South line of said Section 6, North 88°36'11" East, 705.35 feet; Thence departing said South line, North 00°18'44" East, 51.54 feet to a 5/8 iron pin marking the Southeast corner of VanAuken Subdivision, as filed in Book 104 Plats at page 14174, records of Ada County, Idaho; Thence continuing Northerly along the East boundary line of said VanAuken Subdivision North 00°18'44" East 224.02 feet to the **REAL POINT OF BEGINNING**;

Thence continuing along the East boundary line of said VanAuken Subdivision North 00°18'44" East, 20.00 feet;

Thence departing said East boundary line South 89°49'57" East, 79.89 feet;

Thence South 29°52'07" East, 104.84 feet to a point lying on the boundary;

Thence South 87°22'14" West, 22.49 feet to a point that bears North 87°22'49" East, 1.26 feet to a 1/2 iron pin marking the angle point in the boundary;

Thence North 29°52'07" West, 83.01 feet;

Thence North 89°49'57" West, 68.41 feet to the **REAL POINT OF BEGINNING**.

Containing 3,361 square feet more or less.

Prepared By:
Idaho Survey Group, LLC



Steven T. Haug, PLS

