

ESMT-2023-0071 Foxcroft Apartments
Water Main Easement

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20____ between Viper Investments, 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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 April 25, 2023 (date) by Corrin Barton (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 Viper Investments 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)

(stamp)



Adair Koltes
Notary Signature
My Commission Expires: 6-05-2028

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.

(stamp)

Notary Signature
My Commission Expires:_____

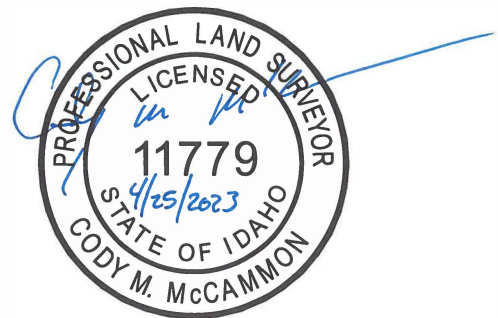


Exhibit A
Foxcroft Apartments
April 25, 2023

A portion of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the East 1/4 corner of said Section 10 from which the Center 1/4 corner of said Section 10 bears, North 89°36'02" West, 2655.68 feet; thence on the east-west centerline of said Section 10, North 89°36'02" West, 334.50 feet; thence leaving said east-west centerline, North 00°23'59" East, 28.71 feet to the **POINT OF BEGINNING**;

- thence continuing, North 00°23'59" East, 55.20 feet;
- thence North 89°36'01" West, 17.30 feet;
- thence North 00°23'59" East, 27.35 feet;
- thence North 66°39'02" West, 176.71 feet;
- thence South 23°20'58" West, 18.50 feet;
- thence North 66°39'02" West, 24.00 feet;
- thence North 23°20'58" East, 18.50 feet;
- thence North 66°39'02" West, 286.84 feet;
- thence South 23°20'58" West, 18.50 feet;
- thence North 66°39'02" West, 21.00 feet;
- thence North 23°20'58" East, 18.50 feet;
- thence North 66°39'02" West, 199.00 feet;
- thence South 23°20'58" West, 91.50 feet;
- thence South 66°39'02" East, 12.50 feet;



thence South 23°20'58" West, 20.00 feet;
thence North 66°39'02" West, 12.50 feet;
thence South 23°20'58" West, 43.87 feet;
thence South 00°23'58" West, 138.08 feet;
thence South 89°36'02" East, 25.00 feet;
thence South 00°23'58" West, 12.50 feet;
thence South 89°36'02" East, 85.31 feet;
thence South 00°23'58" West, 24.30 feet to the Northeast corner of an existing
City of Meridian water easement;
thence on the north easement line, North 89°36'02" West, 20.00 feet;
thence leaving said north easement line, North 00°23'58" East, 4.30 feet;
thence North 89°36'02" West, 110.31 feet;
thence North 00°23'58" East, 3.75 feet;
thence North 89°36'02" West, 42.00 feet;
thence North 00°23'58" East, 25.00 feet;
thence South 89°36'02" East, 42.00 feet;
thence North 00°23'58" East, 145.89 feet;
thence North 23°20'58" East, 30.18 feet;
thence North 66°39'02" West, 43.00 feet;
thence North 23°20'58" East, 20.00 feet;
thence South 66°39'02" East, 43.00 feet;
thence North 23°20'58" East, 84.16 feet;



thence North 66°39'02" West, 21.32 feet;
thence North 23°20'58" East, 25.09 feet;
thence North 66°39'02" West, 45.70 feet;
thence North 23°20'58" East, 32.00 feet;
thence South 66°39'02" East, 20.00 feet;
thence South 23°20'58" West, 12.00 feet;
thence South 66°39'02" East, 279.00 feet;
thence North 23°20'58" East, 17.81 feet;
thence South 66°39'02" East, 20.00 feet;
thence South 23°20'58" West, 17.81 feet;
thence South 66°39'02" East, 243.50 feet;
thence North 23°20'58" East, 12.50 feet;
thence South 66°39'02" East, 25.00 feet;
thence South 23°20'58" West, 12.50 feet;
thence South 66°39'02" East, 208.50 feet;
thence North 23°20'58" East, 13.50 feet;
thence South 66°39'02" East, 20.00 feet;
thence South 23°20'58" West, 13.50 feet;
thence South 66°39'02" East, 10.60 feet;



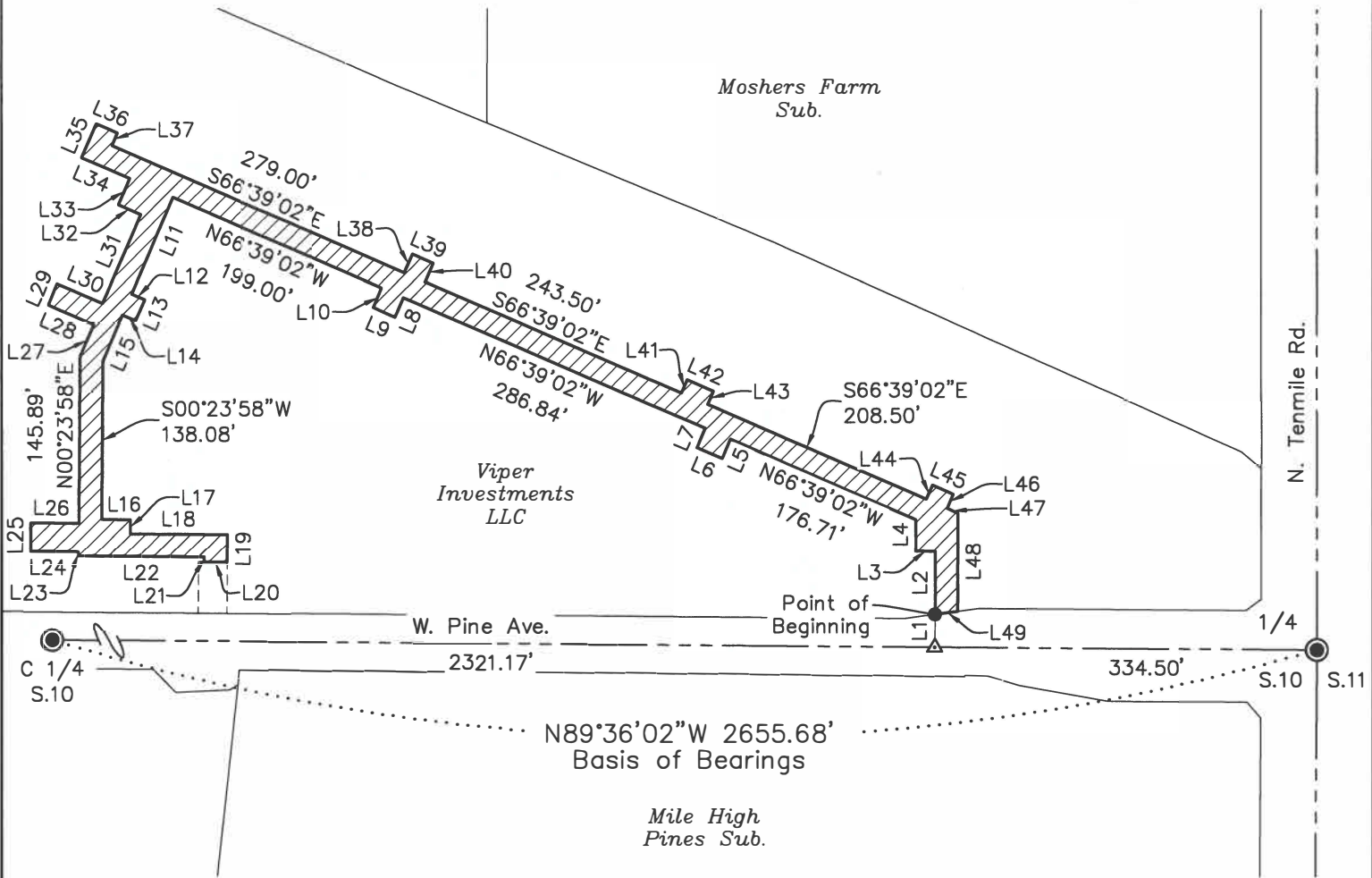
thence South 00°23'59" West, 85.72 feet to the northerly right-of-way line of W. Pine Avenue;

thence on said northerly right-of-way line, South 82°32'41" West, 20.19 feet to the **POINT OF BEGINNING**.

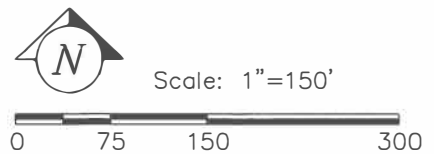
Containing 32,329 square feet or 0.742 acres, more or less.

End of Description.





*See Sheet 2 for
Line Tables



ISG IDAHO SURVEY GROUP, LLC
 9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

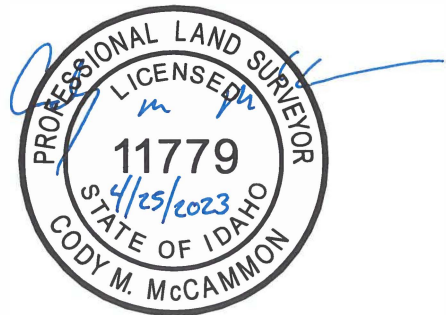
Exhibit B
Foxcroft Apartments
 A portion of the SE1/4 of the NE1/4 of Section 10,
 T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.


Job No. 21-406
Sheet No. 1 of 2
Dwg. Date 4/25/2023

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°23'59"E	28.71
L2	N0°23'59"E	55.20
L3	N89°36'01"W	17.30
L4	N0°23'59"E	27.35
L5	S23°20'58"W	18.50
L6	N66°39'02"W	24.00
L7	N23°20'58"E	18.50
L8	S23°20'58"W	18.50
L9	N66°39'02"W	21.00
L10	N23°20'58"E	18.50
L11	S23°20'58"W	91.50
L12	S66°39'02"E	12.50
L13	S23°20'58"W	20.00
L14	N66°39'02"W	12.50
L15	S23°20'58"W	43.87
L16	S89°36'02"E	25.00
L17	S0°23'58"W	12.50

LINE TABLE		
LINE	BEARING	LENGTH
L18	S89°36'02"E	85.31
L19	S0°23'58"W	24.30
L20	S89°36'02"E	20.00
L21	N0°23'58"E	4.30
L22	N89°36'02"W	110.31
L23	N0°23'58"E	3.75
L24	S89°36'02"E	42.00
L25	N0°23'58"E	25.00
L26	S89°36'02"E	42.00
L27	N23°20'58"E	30.18
L28	N66°39'02"W	43.00
L29	N23°20'58"E	20.00
L30	S66°39'02"E	43.00
L31	N23°20'58"E	84.16
L32	N66°39'02"W	21.32
L33	N23°20'58"E	25.09
L34	N66°39'02"W	45.70

LINE TABLE		
LINE	BEARING	LENGTH
L35	N23°20'58"E	32.00
L36	S66°39'02"E	20.00
L37	S23°20'58"W	12.00
L38	N23°20'58"E	17.81
L39	S66°39'02"E	20.00
L40	S23°20'58"W	17.81
L41	N23°20'58"E	12.50
L42	S66°39'02"E	25.00
L43	S23°20'58"W	12.50
L44	N23°20'58"E	13.50
L45	S66°39'02"E	20.00
L46	S23°20'58"W	13.50
L47	S66°39'02"E	10.60
L48	S0°23'59"W	85.72
L49	S82°32'41"W	20.19



 IDAHO SURVEY GROUP, LLC 9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570	Exhibit B Foxcroft Apartments	Job No. 21-406
	A portin of the SE1/4 of the NE1/4 of Section 10, T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.	Sheet No. 2 of 2
		Dwg. Date 4/25/2023