

Project Name (Subdivision):

Bainbridge Subdivision #12

Water Main Easement Number: 1

Identify this Easement by sequential number if Project contains more than one Water Main easement.
(See Instructions for additional information).

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20____ between Brighton Development Inc. ("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

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: _____

April 29, 2021
Project No. 20-145
Bainbridge Subdivision No. 12
Legal Description
City of Meridian Water Easement

Exhibit A

A parcel of land for a City of Meridian Water Easement being situated in a portion of the North 1/2 of the Northeast 1/4 of Section 27, Township 4 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found aluminum cap marking the Northeast corner of said Section 27, which bears S89°17'35"E a distance of 2,647.29 feet from a found aluminum cap marking the North 1/4 corner of said Section 27;

Thence following the northerly line of said Northeast 1/4, N89°17'35"W a distance of 1,188.00 feet to the northerly extension of the westerly boundary line of Lost Rapids Subdivision (Book 119 of Plats at Pages 18496-18501, records of Ada County, Idaho);

Thence following said westerly subdivision boundary line and the northerly extension thereof, S00°42'24"W a distance of 1,058.00 feet to the **POINT OF BEGINNING**.

Thence following said westerly subdivision boundary line, S00°42'24"W a distance of 20.00 feet;

Thence leaving said westerly subdivision boundary line, S54°08'43"W a distance of 66.54 feet;

Thence S18°07'52"W a distance of 29.48 feet to the northerly right-of-way line of W. Lost Rapids Dr.;

Thence following said northerly right-of-way line, 20.01 feet along the arc of a circular curve to the left, said curve having a radius of 1,415.87 feet, a delta angle of 00°48'35", a chord bearing of N73°34'29"W and a chord distance of 20.01 feet;

Thence N18°07'52"E a distance of 36.58 feet;

Thence N54°08'43"E a distance of 79.65 feet;

Thence S89°17'36"E a distance of 6.61 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 2,188 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



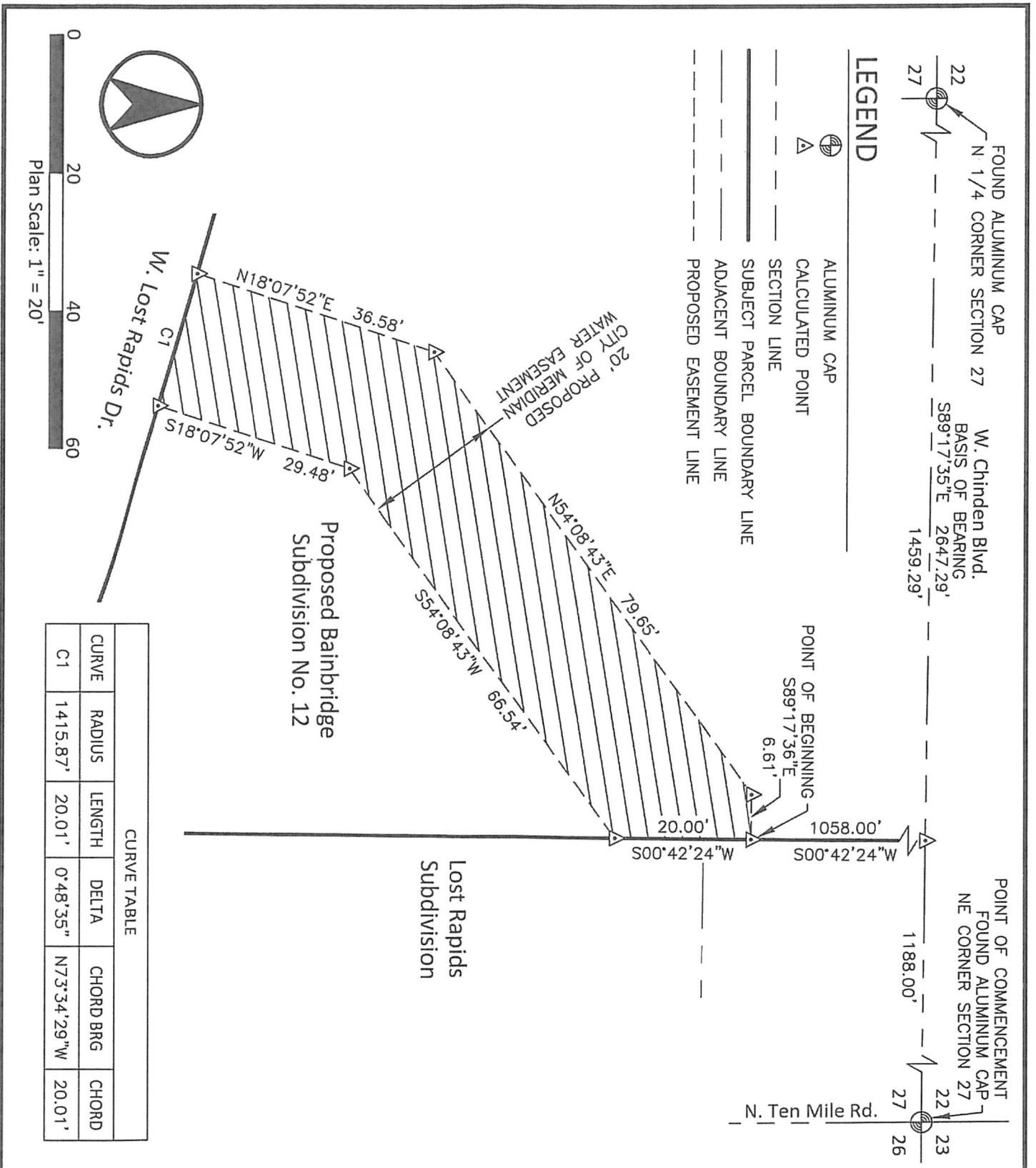
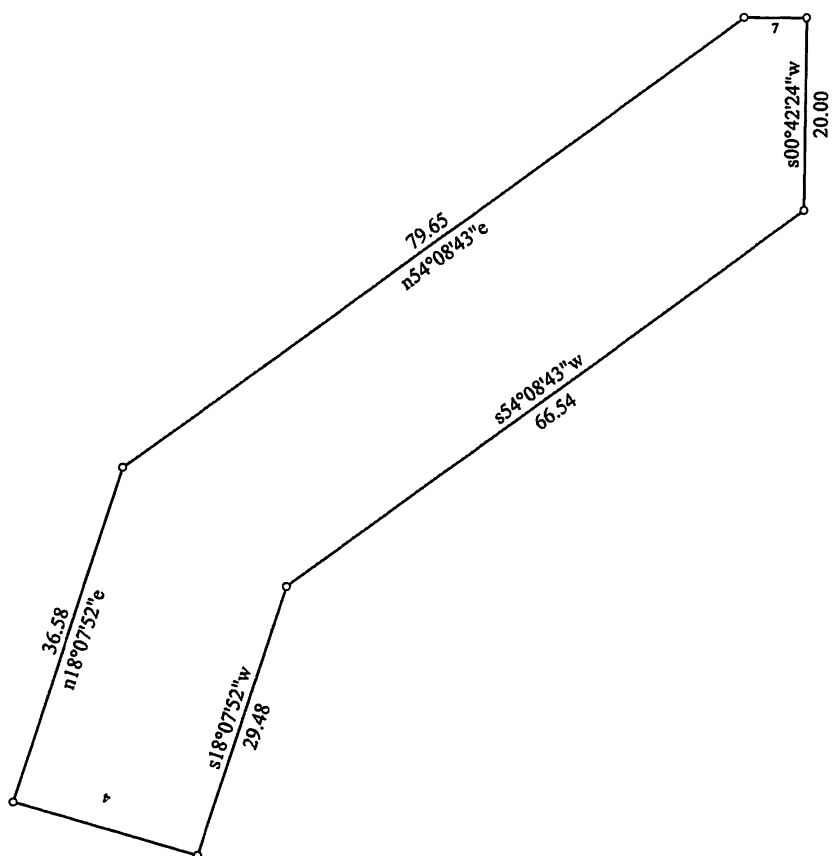


EXHIBIT B - City of Meridian Water Easement Bainbridge Subdivision No. 12

A portion of the N 1/2 of the NE 1/4 of Section 27
T4N., R1W., B.M., City of Meridian, Ada County, Idaho

DATE: APRIL 2021
PROJECT: 20-145
SHEET: 1 OF 1





Title: City of Meridian Water Easement		Date: 04-29-2021
Scale: 1 inch = 20 feet	File:	
Tract 1: 0.050 Acres: 2188 Sq Feet: Closure = s50.2225w 0.01 Feet: Precision = 1/37975: Perimeter = 259 Feet		
001=s00.4224w 20.00	004: Lt, R=1415.87, Delta=00.4835 Bng=n73.3429w, Chd=20.01	007=s89.1736e 6.61
002=s54.0843w 66.54	005=n18.0752e 36.58	
003=s18.0752w 29.48	006=n54.0843e 79.65	