

ESMT-2022-0168 Skybreak Subdivision No. 1
Water Main Easement No. 3

WATER MAIN EASEMENT

THIS Easement Agreement, made this 10th day of May, 2022 between G20 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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 5-10-2022

Attest by Chris Johnson, City Clerk 5-10-2022

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

This record was acknowledged before me on 5-10-2022 (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 Signature
My Commission Expires.: _____



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617



Water No. 3 Easement

BASIS OF BEARINGS is S. $0^{\circ}12'52''$ W. between a found aluminum cap marking the northwest corner and a found aluminum cap marking the W1/4 corner of Section 4, T. 2 N., R. 1 E., B.M., Ada County, Idaho.

An easement located in the S1/2 of the NW1/4 of Section 4, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at an aluminum cap marking the NW corner of said Section 4;

Thence S. $0^{\circ}12'52''$ W., coincident with the west line of said NW1/4, a distance of 1352.07 feet to an aluminum cap marking the N1/16 corner of said Section 4;

Thence S. $85^{\circ}26'58''$ E., 1587.10 feet to the **POINT OF BEGINNING**;

Thence N. $00^{\circ}12'52''$ E., parallel with said west line, 20.00 feet;

Thence S. $89^{\circ}47'08''$ E., 153.07 feet;

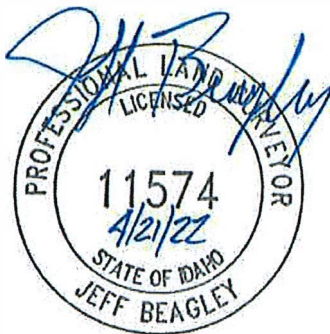
Thence S. $26^{\circ}41'28''$ E., 20.76 feet to the beginning of a non-tangent curve to the left with a radius of 64.50 feet;

Thence 25.20 feet along the arc of said curve, with a central angle of $22^{\circ}23'11''$, subtended by a chord bearing S. $66^{\circ}35'26''$ W., 25.04 feet;

Thence N. $26^{\circ}41'28''$ W., 9.58 feet;

Thence N. $89^{\circ}47'08''$ W., 135.18 feet to the **POINT OF BEGINNING**.

Said easement contains 0.074 acres more or less.



EMMETT

32 33
5 4

NORTHWEST CORNER
SECTION 4
PLS 4431

1352.07'

5 4
N1/16 CORNER
PLS 13550

S 85°26'58" E 1587.10'

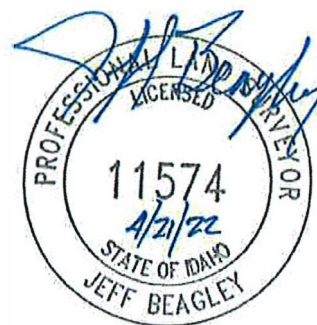


POINT OF
BEGINNING
0.074 ACRES±

L1 L2
L5 C1

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°12'52" E	20.00'
L2	S 89°47'08" E	153.07'
L3	S 26°41'28" E	20.76'
L4	N 26°41'28" W	9.58'
L5	N 89°47'08" W	135.18'



CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.20'	64.50'	22°23'11"	S 66°35'26" W	25.04'

1326.27'

5 4

1/4 CORNER
ILLEGIBLE

S. EAGLE ROAD

BASIS OF BEARINGS
S 00°12'52" W 2678.34'

PROJECT:

SKYBREAK SUBDIVISION PHASE 1
WATER NO. 3 EASEMENT
SW1/4 OF THE NW1/4
SECTION 4, T. 2 N., R. 1 E., B.M.,
ADA COUNTY, IDAHO

OWNER/DEVELOPER:

CONGER

DATE: 4/2022



SAWTOOTH
Land Surveying, LLC

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DWG #
19446-EX

PROJECT #
19446

SHEET
1 OF 1