

ESMT-2022-0166 Skybreak Subdivision No. 1
Water Main Easement No. 1

WATER MAIN EASEMENT

THIS Easement Agreement, made this 10th day of May, 2022 between C4 Land 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

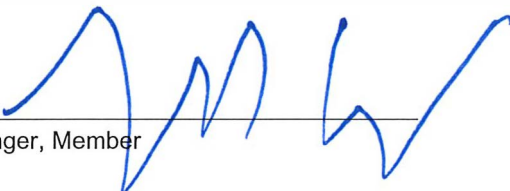
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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.

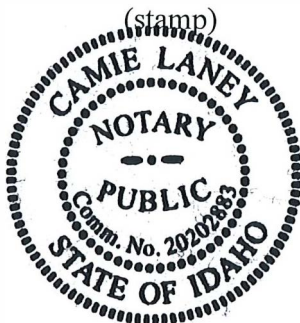
GRANTOR: C4 Land LLC



Jim Conger, Member

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 4-22-2020 (date) by Jim Conger
(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 C4 Land 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)





Notary Signature
My Commission Expires: 8-3-2026

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. 1 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.

A 20-foot-wide 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. $59^{\circ}09'25''$ E., 916.12 feet to the **POINT OF BEGINNING**;

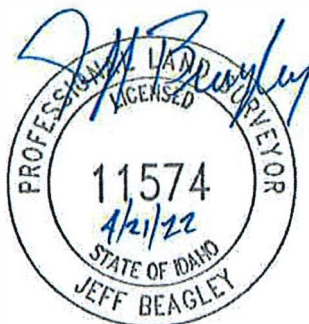
Thence S. $63^{\circ}43'20''$ E., 20.00 feet;

Thence S. $26^{\circ}16'40''$ W., 108.00 feet;

Thence N. $63^{\circ}43'20''$ W., 20.00 feet;

Thence N. $26^{\circ}16'40''$ E., 108.00 feet to the **POINT OF BEGINNING**.

Said easement contains 0.050 acres more or less.



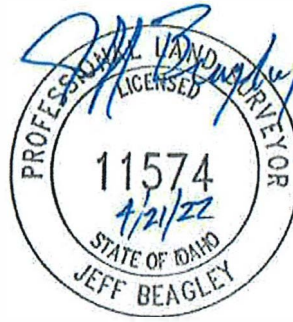
32 33
5 4

NORTHWEST CORNER
SECTION 4
PLS 4431

1352.07'

5 4

N1/16 CORNER
PLS 13550



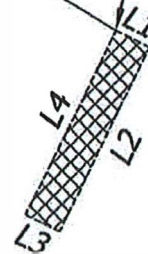
S. EAGLE ROAD

S 59°09'25" E 916.12'

POINT OF
BEGINNING
0.050 ACRES±

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 63°43'20" E	20.00'
L2	S 26°16'40" W	108.00'
L3	N 63°43'20" W	20.00'
L4	N 26°16'40" E	108.00'



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

1326.27'

5 4

1/4 CORNER
ILLEGIBLE

PROJECT:

SKYBREAK SUBDIVISION PHASE 1
WATER NO. 1 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

2030 S. WASHINGTON AVE.
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WWW.SAWTOOTHLS.COM

DWG #
19446-EX

PROJECT #
19446

SHEET
1 OF 1