Holiday Inn Express Water Main Easement ESMT-2021-0136

WATER MAIN EASEMENT

THIS Easement Agreement, made this	day of	, 20	between_	Hotel Developers-Meridian HIX
("Grantor"), and the City of Meridian, an Id	daho Municipal Co	rporation ("	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-ofway and easement hereby granted shall become part of, or lie within the boundaries of any

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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 11-30-21 (date) by Rusty Landon (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 Hotel Developers-Meridian HIX (name of entity on behalf of whom record was executed), in the following representative capacity: (type of authority such as officer or trustee)

Notary Signature

My Commission Expires: 5-17-25

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor	
Attack has Chair Islamana City Clauk	
Attest by Chris Johnson, City Clerk	
STATE OF IDAHO,)	
: ss. County of Ada)	·
This record was acknowledged be and Chris Johnson on behalf of the Clerk, respectively.	efore me on (date) by Robert E. Simison e City of Meridian, in their capacities as Mayor and City
(stamp)	
	Notary Signature
	My Commission Expires:

EXHIBIT A

WATER MAIN EASEMENT

Part of Parcel B of a Deed as recorded in Instrument No. 2020078300 located in the NW ¼ of the SE ¼ Section 17, Township 3 North Range 1 East, B.M., Ada County, Idaho described as:

Commencing at the Southeast corner of said Parcel B; Thence, S 53° 30' 37" W 30.31 feet along the North Right-Of-Way line of East Freeway Drive; Thence, N 36° 29' 23" W 15.00 feet to the point of beginning;

Thence, S 53° 30' 37" W 20.28 feet along a line 15.00 feet North of and parallel to the North Right-Of-Way line of said East Freeway Drive; Thence, N 26° 57' 15" W 241.96 feet; Thence, N 62° 00' 30" E 20.00 feet; Thence S 26° 57' 15" E 238.96 feet to the point of beginning;

parcel contains 0.11 acres, more, or less.





EXHIBIT A INNTRUSTED LLC MERIDIAN

SEC. 17, T. 3 N., R. 1 E.B.M. ADA COUNTY, IDAHO

DRAY/N BY	DESIGN BY	CHECK BY
SJ	HLE	CGS
JOB NO:	2021-335	
DATE: No	vember 10, 2	021
REVISIONS		DATE



CIVIL & STRUCTURAL ENGINEERING MATERIALS TESTING & LAND SURVEYING 101 S. Park Avenue, <u>Idaho Falls</u>, ID 83402, (208)524-0212 800 W. Judicial Street, <u>Blackfoot</u>, ID 83221, (208) 785-2977

EXHIBIT B NE COR SEC 17 POSITION CALCULATED Parcel B Fallon Greens FROM TIES PER (ROS Inst. No. 107081167) CP&F INST. NO. 99007475 Found 5/8" Iron Rod Quitclaim Deed Inst. No. 2021-100117 Hubble Inc. 4131 Found 1/2" Iron Rod With No Cap Found 5/8" Iron Rod Found 5/8" Iron Rod Marked P.L.S. 6901 2652.92 With No Cap ROS Inst. No. 107081167 S0°22'28"E S 89°39'39" W Deed Inst. No. 2020078300 736.44' 104.08 BLOCK 1 LOT 1 S ALLEN ST. LOT 2, BLOCK 1 Found 1/2" Iron Rod Found 1/2" With Illegible Cap Iron Rod 16 Deed Inst. No. 107087495 Found 1/2" Iron Rod ROS Inst. No. 107081167 With No Cap ROS Inst. No. 99101824 FALLON GREENS SUB Found 1/2" Iron Rod BOOK 86, PAGE 9870 N62° 00' 30"E CRM 20.00' E 1/4 COR SEC 17 LOT 1, BLOCK 1 POSITION CALCULATED FROM TIES PER CP&F INST. NO. 99007476 Found 5/8" Iron Rod Marked P.L.S. 11120 Water Main Esmt 4809 sf 0.11 ac S53° 30' 37"W S53°30'37"W 20.28 30.31' Found 5/8" Iron Rod N36°29'23"W POSET, NAVA Marked P.L.S. 11120 15.00" E. FREEWAY DR. **EGEND** P.O.B. 1"=100" Section Corner Control Placed 1/2" X 24" Iron rod with cap marked P.L.S. 12224 Found Iron Rod as shown Found 5/8" Iron Rod DRAYMBY DESIGNBY CHECK BY **EXHIBIT B** SI HLE CGS CIVIL & STRUCTURAL ENGINEERING MATERIALS TESTING & LAND SURVEYING JOB NO: 2021-335 INNTRUSTED LLC MERIDIAN 101 S. Park Avenue, <u>Idaho Falls</u>, ID 83402, (208)524-0212 800 W. Judicial Street, <u>Blackfoot</u>, ID 83221, (208) 785-2977 DATE: November 10, 202 SEC. 17, T. 3 N., R. 1 E.B.M. DATE ADA COUNTY, IDAHO COPYRIGHT @ 2021 HLE ALL RIGHTS RESERVED.