

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 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: _____

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.



SHEET NO.
1
of 2 SHEETS

EXHIBIT A
INNTRUSTED LLC MERIDIAN

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

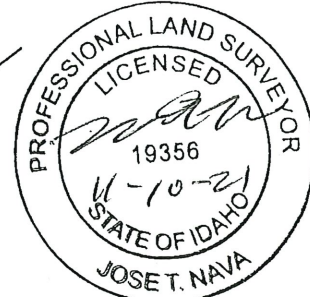
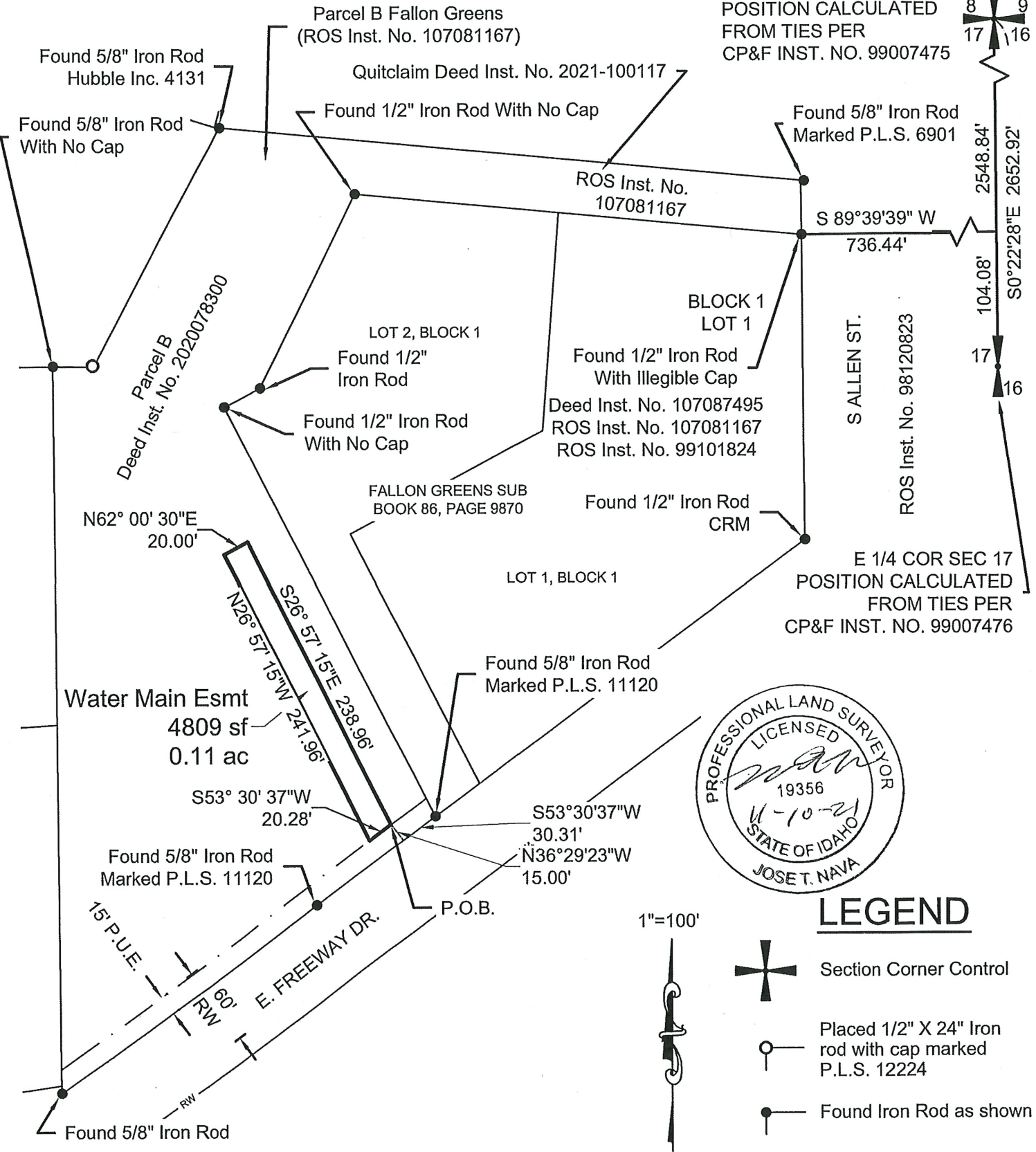
DRAWN BY	DESIGN BY	CHECK BY
SJ	HLE	CGS
JOB NO: 2021-335		
DATE: November 10, 2021		
REVISIONS	DATE	






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

EXHIBIT B

NE COR SEC 17
 POSITION CALCULATED
 FROM TIES PER
 CP&F INST. NO. 99007475



LEGEND

-  Section Corner Control
-  Placed 1/2" X 24" Iron rod with cap marked P.L.S. 12224
-  Found Iron Rod as shown

1"=100'



SHEET NO.
2
 OF 2 SHEETS

EXHIBIT B
 INNTRUSTED LLC MERIDIAN
 SEC. 17, T. 3 N., R. 1 E.B.M.
 ADA COUNTY, IDAHO

DRAWN BY	DESIGN BY	CHECK BY
SJ	HLE	CGS
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