

Project Name (Subdivision):

Fallon Greens Subdivision

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 Hotel Developers-Boise 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

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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: _____



FOR: Inntrusted LLC Meridian

JOB No. 20-350

DATE: August 30, 2021

BY: AJS

EXHIBIT A
FALLON GREENS SUBDIVISION
NEW 20' WATER EASEMENT NUMBER 1

Part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 17 Township 3 North Range 1 East B.M. Ada County, Idaho described as:

Commencing at the Southwest corner of Fallon Greens Subdivision Bk. 86 Pgs. 9780-9782; Thence, N 27° 13' 04" W along the Southerly line of said subdivision 237.78 feet; Thence; N 61° 58' 41" E 32.16 feet, to the Point of Beginning; Thence, N 50° 10' 49" W 28.86 feet; Thence, N 29° 03' 28" W 82.49 feet; Thence, N 26° 16' 13" E 109.37 feet; Thence, S 84° 30' 46" E 175.55 feet; Thence, S 04° 25' 54" W 20.00 feet; Thence, N 84° 30' 46" W 162.12 feet; Thence, S 26° 16' 13" W 85.08 feet; Thence, S 29° 03' 28" E 68.27 feet; Thence, S 50° 10' 49" E 33.27 feet; Thence, S 61° 58' 41" W 21.59 feet to the Point of Beginning.

easement contains 0.17 acres.

EXHIBIT B

