

**Project Name (Subdivision):**

Boise Board of Realtors

**Water Main Easement Number:** \_\_\_\_\_

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 The Westpark Company, Inc.  
("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 )

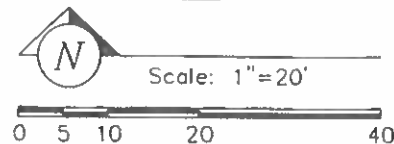
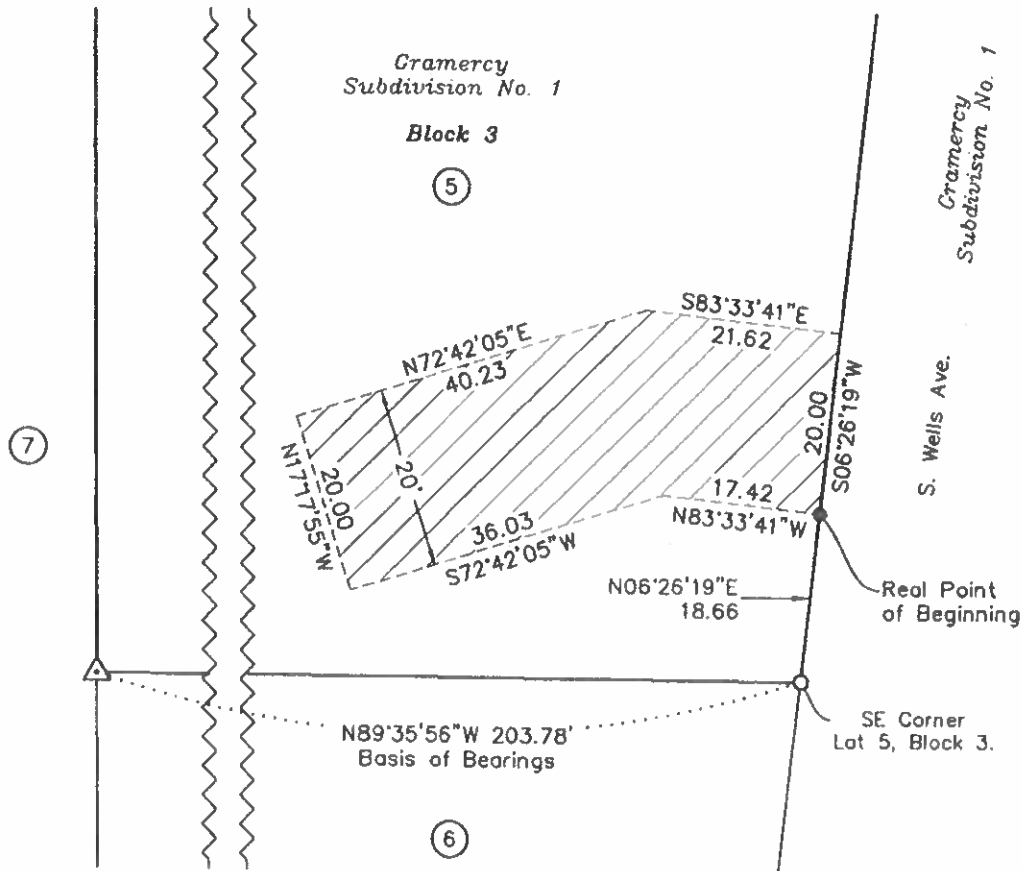
This record was acknowledged before me on \_\_\_\_\_ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

\_\_\_\_\_  
Notary Signature

My Commission Expires: \_\_\_\_\_

# Exhibit 'A'



P:\Gramercy Lot 5 Blk 3 Topo 22-052\dwg\22-052 Gramercy L5B3 Water East.dwg 2/20/2023 12:57:54 PM

**IDAHO SURVEY GROUP, LLC**

9955 W. EMERALD ST  
BOISE, IDAHO 83704  
(208) 846-8570

Exhibit \_\_\_\_ Drawing for  
Lot 5, Block 3 of Gramercy Subdivision No. 1  
City of Meridian Water Line Easement

Situated in the NW1/4 of the NE1/4 of Section 20,  
T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho.

Job No.  
22-052  
Sheet No.  
1  
Dwg. Date  
2/20/2023

# Exhibit 'B'

## DESCRIPTION FOR

### GRAMERCY SUBDIVISION NO. 1 CITY OF MERIDIAN WATER LINE EASEMENT

A portion of Lot 5, Block 3 of Gramercy Subdivision No. 1, as filed in Book 99 of Plats at Pages 12,619 through 12,622, records of Ada County, Idaho, located in the NW1/4 of the NE1/4 of Section 20, T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the southeast corner of said Lot 5 from which the southwest corner of said Lot 5 bears North 89°35'56" West, 203.78 feet;

thence along the East boundary line of said Lot 5 North 06°26'19" East, 18.66 feet to the **REAL POINT OF BEGINNING**;

thence leaving said East boundary line North 83°33'41" West, 17.42 feet;

thence South 72°42'05" West, 36.03 feet;

thence North 17°17'55" West, 20.00 feet;

thence North 72°42'05" East, 40.23 feet;

thence South 83°33'41" East, 21.62 feet to a point on said East boundary line;

thence along said East boundary line South 06°26'19" West, 20.00 feet to the **REAL POINT OF BEGINNING**.

