

Project Name (Subdivision):

Ten Mile Creek Apartments No. 3

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 SCS Brighton Altair 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

Version 01/01/2020

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: _____

March 30, 2023
Project No. 21-249
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement situated a portion of Lot 9, Block 3 of Proposed TM Center Subdivision No. 6, further situated in the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the North 1/4 corner of said Section 14, which bears S89°09'27"E a distance of 2,657.99 feet from a found brass cap marking the Northwest corner of said Section 14, thence following the northerly line of said Northeast 1/4 of the Northwest 1/4, N89°09'27"W a distance of 542.80 feet;
Thence leaving said northerly line, S00°33'41"W a distance of 241.57 feet to a found 5/8-inch rebar marking the northeast corner of said Lot 9;

Thence following the easterly boundary line of said Lot 9, S00°33'41"W a distance of 229.21 feet to the **POINT OF BEGINNING**.

Thence following said easterly boundary line, S00°33'41"W a distance of 20.00 feet;

Thence leaving said easterly boundary line, N89°24'29"W a distance of 27.97 feet;

Thence N44°26'54"W a distance of 61.10 feet;

Thence N00°31'41"E a distance of 49.22 feet to a point on an existing easement line as described per Instrument No. 2022-018611;

Thence following said existing easement line, S89°26'24"E a distance of 20.00 feet;

Thence leaving said existing easement line, S00°31'41"W a distance of 40.93 feet;

Thence S44°26'54"E a distance of 44.54 feet;

Thence S89°24'29"E a distance of 19.68 feet to the **POINT OF BEGINNING**.

Said parcel contains 2,435 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



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