ESMT-2022-0124 Future SH-16 Crossing Water Main Easement

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20___ between Woodside Avenue Investors, LLC, a California limited liability company ("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-ofway and easement hereby granted shall become part of, or lie within the boundaries of any 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: Woodside Avenue Investors

James H Hunter, Manager

) ss

STATE OF IDAHO))

County of Ada

This record was acknowledged before me on <u>2-8-2022</u> (date) by <u>Jumes H. Hunter</u> (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 <u>Woodside Avenue Investus</u> (name of entity on behalf of whom record was executed), in the following representative capacity: <u>Manager</u> (type of authority such as officer or trustee)

(stamp)



Notary Signature My Commission Expires: <u>9-2-27</u> 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 LINE EASEMENT DESCRIPTION

FOR THE

CITY OF MERIDIAN, IDAHO

An easement for water line purposes located in the SE 1/4 of the SE 1/4 of Section 32, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being a strip of land 20 feet in width lying 10 feet north and 10 feet south of the following described line:

Commencing at a 5/8 inch diameter iron pin marking the southeasterly corner of said SE 1/4 of the SE 1/4, from which an aluminum cap monument marking the southwesterly corner of the SE 1/4 of said Section 32 bears N 89°18′01″ W a distance of 2650.94 feet;

Thence N 89°18'01" W along the southerly boundary of said SE 1/4 of the SE 1/4 a distance of 25.00 feet to a point;

Thence leaving said southerly boundary N 0°29'56" E a distance of 25.00 feet to a point on the westerly prescriptive right-of-way of N. McDermott Road;

Thence continuing N 0°29'56" E along said prescriptive right-of-way a distance of 10.00 feet to the POINT OF BEGINNING;

Thence leaving said prescriptive right-of-way N 89°18'01" W a distance of 1265.88 feet to a point hereinafter referred to as *POINT A*;

Thence continuing N 89°18'01" W a distance of 34.59 feet to a point on the westerly boundary of said SE 1/4 of the SE 1/4, said point being the POINT OF TERMINUS.

CENTERLINE A

An easement being a strip of land 20.00 feet in width lying 10.00 feet each side of the following described line:

BEGINNING at the aforementioned POINT A;

Thence N 0°41'53" E a distance of 68.11 feet to the POINT OF TERMINUS of CENTERLINE A.

The sidelines of said strip should be lengthened or shortened so as to begin at the westerly prescriptive right-of-way of N. McDermott Road and end at the westerly boundary of said SE 1/4 of the SE 1/4.

This parcel contains 27,172 square feet (0.624 acres) and is subject to any other easements, existing or in use.

Prepared by: Kyle A. Koomler, PLS Civil Survey Consultants, Incorporated January 7, 2022

