

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-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 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

