

Project Name (Subdivision):

Human Bean Coffee Shop

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 A&C Ventures, 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

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: _____

April 26, 2021
Project No. 20-205
City of Meridian
Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement over a portion of Lot 1, Block 1, McNelis Subdivision (Book 100 of Plats at Pages 13,082-13,084), situated in a portion of the Southeast 1/4 of the Southeast 1/4 of Section 34, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

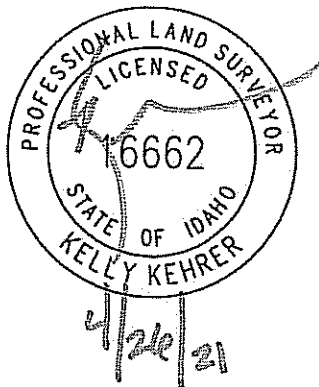
Commencing at a found 5/8-inch rebar marking the Northwest corner of said Lot 1, which bears $N00^{\circ}54'29''E$ a distance of 117.47 feet from a found 5/8-inch rebar marking the Southwest corner of a parcel of land described as Parcel A in Record Of Survey No. 10206, thence following the westerly line of said Lot 1, $S00^{\circ}54'29''W$ a distance of 41.02 feet;
Thence leaving said westerly line, $S89^{\circ}05'31''E$ a distance of 39.54 feet to the **POINT OF BEGINNING**.

Thence $S88^{\circ}44'59''E$ a distance of 10.00 feet;
Thence $N01^{\circ}15'01''E$ a distance of 14.09 feet;
Thence $N89^{\circ}05'31''W$ a distance of 10.00 feet;
Thence $S01^{\circ}15'01''W$ a distance of 14.03 feet to the **POINT OF BEGINNING**.

Said parcel contains 141 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 in.

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



POINT OF COMMENCEMENT
NW CORNER LOT 1, BLOCK 1
McNELIS SUBDIVISION

W. Nelis Drive

21'
CITY OF MERIDIAN
SEWER & WATER
EASEMENT

LINE TABLE

LINE	BEARING	DISTANCE
L1	S88°44'59"E	10.00
L2	N1°15'01"E	14.09
L3	N89°05'31"W	10.00
L4	S1°15'01"W	14.03

BASIS OF BEARING
N00°54'29"E 117.47'

41.02'

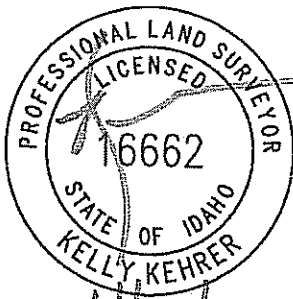
76.44'

S89°05'31"E
39.54' (TIE)

POINT OF BEGINNING

Parcel A
R.O.S. No. 10206

3285 W. Nelis Drive



LEGEND

- ⊙ FOUND 5/8-INCH REBAR
- FOUND 1/2-INCH REBAR
- △ CALCULATED POINT
- PROPERTY BOUNDARY LINE
- - - ADJACENT BOUNDARY LINE
- - - SURVEY TIE LINE
- - - EXISTING EASEMENT LINE
- - - PROPOSED EASEMENT LINE



5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 4-26-2021
PROJECT: 20-205

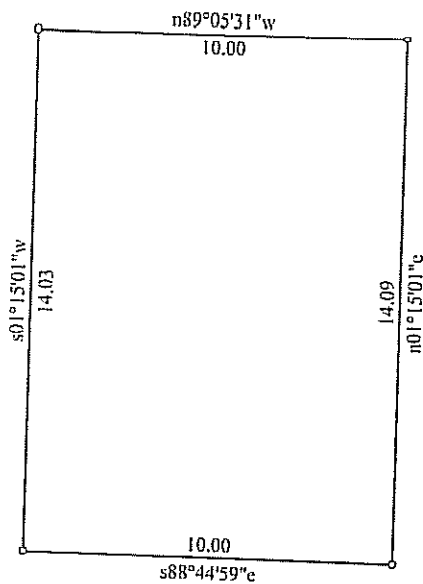
SHEET:
1 OF 1



0 20 40 60
Plan Scale: 1" = 20'

Exhibit B
City of Meridian Water Easement

Situated in a portion of Lot 1, Block 1, McNelis Subdivision, SE 1/4 of the SE 1/4,
Section 34, T. 4 N., R. 1 W., Boise Meridian, City of Meridian, Ada County, Idaho



Title:		Date: 04-26-2021
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.003 Acres: 141 Sq Feet: Closure = s34.3426w 0.00 Feet: Precision >1/999999: Perimeter= 48 Feet		
001=s88.4459e 10.00	003=n89.0531w 10.00	
002=n01.1501e 14.09	004=s01.1501w 14.03	