

Project Name (Subdivision):

Aviator Springs Subdivision

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).

ESMT-2023-0067

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 2023 between AG EHC II (LEN) MULTI STATE 2, 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

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: **AG EHC II (LEN) MULTI STATE 2, LLC a
Delaware limited liability company**

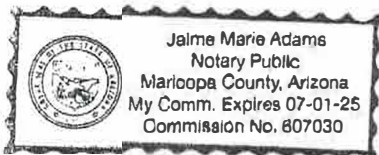
BY: Essential Housing Asset Management, LLC,
an Arizona limited liability company



Steven S. Benson, Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) Multi State 2, LLC

STATE OF ARIZONA)
) ss
County of Maricopa)

This record was acknowledged before me on 4/25/23 (date) by Steven S. Benson (name of individual), Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent on behalf of AG EHC II (LEN) Multi State 2, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

(stamp)




Notary Signature
My Commission Expires: 07/01/2025

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.

Notary Signature
My Commission Expires: _____



April 19, 2023
Project No.: 120194

EXHIBIT "A"

AVIATOR SPRINGS SUBDIVISION
CITY OF MERIDIAN WATER EASEMENT DESCRIPTION

An easement located in the Northeast Quarter of the Southeast Quarter of Section 32, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 32 of said Township 4 North, Range 1 West;
Thence North 00°29'50" East, 2633.24 feet on the east line of said Section 32 to the East One Quarter Corner of said Section 32;
Thence South 54°41'48" West, 704.95 feet to the POINT OF BEGINNING;

Thence South 35° 59' 46" East, a distance of 35.90 feet;
Thence South 08° 40' 21" West, a distance of 73.86 feet;
Thence South 23° 01' 17" West, a distance of 179.02 feet to a point of non-tangent curve;
Thence 21.15 feet on the arc of a curve to the left, said curve having a radius of 57.00 feet, a central angle of 21° 15' 48", a chord bearing of North 48° 57' 05" West, and a chord length of 21.03 feet;
Thence North 23° 01' 17" East, a distance of 170.00 feet;
Thence North 08° 40' 21" East, a distance of 63.13 feet;
Thence North 35° 59' 46" West, a distance of 21.05 feet to a point of non-tangent curve;
Thence 21.19 feet on the arc of a curve to the left, said curve having a radius of 57.00 feet, a central angle of 21° 18' 06", a chord bearing of North 35° 39' 59" East, and a chord length of 21.07 feet to the POINT OF BEGINNING.

PREPARED BY:
The Land Group, Inc.

James R. Washburn



N89°19'39"W 1323.00'

C-E1/16

E1/4
SECTION 32
T.4N., R.1W., B.M.

S.32

S.33

S54°41'48"W 704.95'

R/W
R/W
R/W
R/W

MCDERMOTT RD.

R/W
R/W
R/W
R/W

1316.11'

R/W
R/W
R/W
R/W

500°29'50"W 2633.24'

(BASIS OF BEARING)

S1/16

1317.11'

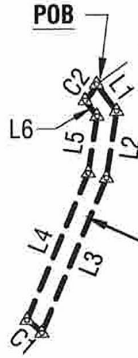
SE CORNER
SECTION 32
T.4N., R.1W., B.M.

-S.32

S.33

-S.5

S.4



WATER EASEMENT
AREA: 0.12 ACRES ± (5,402 SQ. FT.)

Line Table

LINE	BEARING	LENGTH
L1	S35°59'46"E	35.90'
L2	S08°40'21"W	73.86'
L3	S23°01'17"W	179.02'
L4	N23°01'17"E	170.00'
L5	N08°40'21"E	63.13'
L6	N35°59'46"W	21.05'

Curve Table

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	21.15'	57.00'	21°15'48"	N48°57'05"W	21.03'
C2	21.19'	57.00'	21°18'06"	N35°39'59"E	21.07'



Exhibit "B"

Horizontal Scale: 1" = 200'

Project No: 120194
Date of Issuance: April 19, 2023



Water Easement
City of Meridian
Aviator Springs Subdivision