

Project Name (Subdivision):

Victory Commons

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 Kuna Victory, 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.

[END OF TEXT; SIGNATURES TO FOLLOW]

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: _____

Date: October 6, 2020
Project: ID-1402-1810
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EXHIBIT A
VICTORY COMMONS-DOMESTIC WATER EASEMENT

This easement is situated in Government Lot 4 of Section 19, Township 3 north, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being a portion of Parcel A of Record of Survey Property Boundary Adjustment No. 12,282, records of Ada county, Idaho, more particularly described as follows:

COMMENCING at the southwest corner of said Government Lot 4, from which the northwest corner of said Government Lot 4 bears N.00°38'36"E., 1330.30 feet; thence along the west boundary of said Lot 4,

- 1) N.00°38'36"E., 490.09 feet, thence leaving said west boundary;
- 2) N.89°42'17"E., 70.00 feet to the southwest corner of Parcel B of said Record of Survey No. 12,282, thence along the south boundary of said Parcel "B";
- 3) N.89°42'17"E., 211.12 feet to southeast corner of said Parcel "B", thence along the east boundary of said Parcel "B";
- 4) N.00°55'07"E., 198.50 feet, thence leaving said east boundary;
- 5) S.88°48'10"E., 76.46 feet, thence;
- 6) S.50°56'20"E., 184.91 feet to the **POINT OF BEGINNING**, thence;
- 7) N.39°14'22"E., 165.42 feet, thence;
- 8) S.50°45'37"E., 39.00 feet, thence;
- 9) S.39°14'22"W., 165.30 feet, thence;
- 10) N.50°56'20"W., 39.00 feet to the **POINT OF BEGINNING**.



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