Project Name or Subdivision Name:

Ada County Coroner's Office Facility

For Internal Use Only

Record Number: ESMT-2024-0024

AGREEMENT NO. 15589

WATER MAIN EASEMENT

THIS Easement Agreement made this	day of	20 between
Ada County	("Grantor	") and the City of Meridian, an Idaho Municipa
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, its 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 shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs. Grantor shall be permitted to place or allow to be placed asphalt, paving, and concrete curbing within the easement area.

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:	Trent Tripple, Ada County Clerk by Katie Reed, Chief Deputy Clerk
STATE OF IDAHO)) ss County of Ada)	
This record was acknowledged be (name of individual), [complete the following if signing in an information of the state of	the following if signing in a representative capacity, or strike individual capacity] on behalf of Ada County hom record was executed), in the following representative (type of authority such as officer or trustee)
ANNE M. DUHM COMMISSION #20202942 NOTARY PUBLIC STATE OF IDAHO MY COMMISSION EXPIRES 08/07/2026	Notary Signature My Commission Expires: 8 726

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 and Chris Johnson on behalf of the Clerk, respectively.	me on (date) by Robert E. Simisor ity of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	Notary Signature My Commission Expires:



EXHIBIT A ADA COUNTY CORONER'S OFFICE FACILITY WATER EASEMENT #2

A parcel of land situate in Lot 2, Block 2 of Seyam Subdivision, as recorded under Book 15, Page 15074 of the official records of Ada County, Idaho. Located in the southwest quarter of Section 9, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

COMMENCING at the northwest corner of Lot 2, Block 2 of Seyam Subdivision, Thence along the northerly line of said Lot, South 88°28'25" East, a distance of 49.70 feet to the **POINT OF BEGINNING**:

Thence continuing along said line, South 88°28'25" East, a distance of 25.60 feet;

Thence South 00°39'59" West, a distance of 16.00 feet;

Thence North 88°28'25" West, a distance of 15.60 feet;

Thence South 00°39'59" West, a distance of 69.24 feet;

Thence North 89°20'01" West, a distance of 10.00 feet;

Thence North 00°39'59" East, a distance of 85.38 feet to the **POINT OF BEGINNING**.

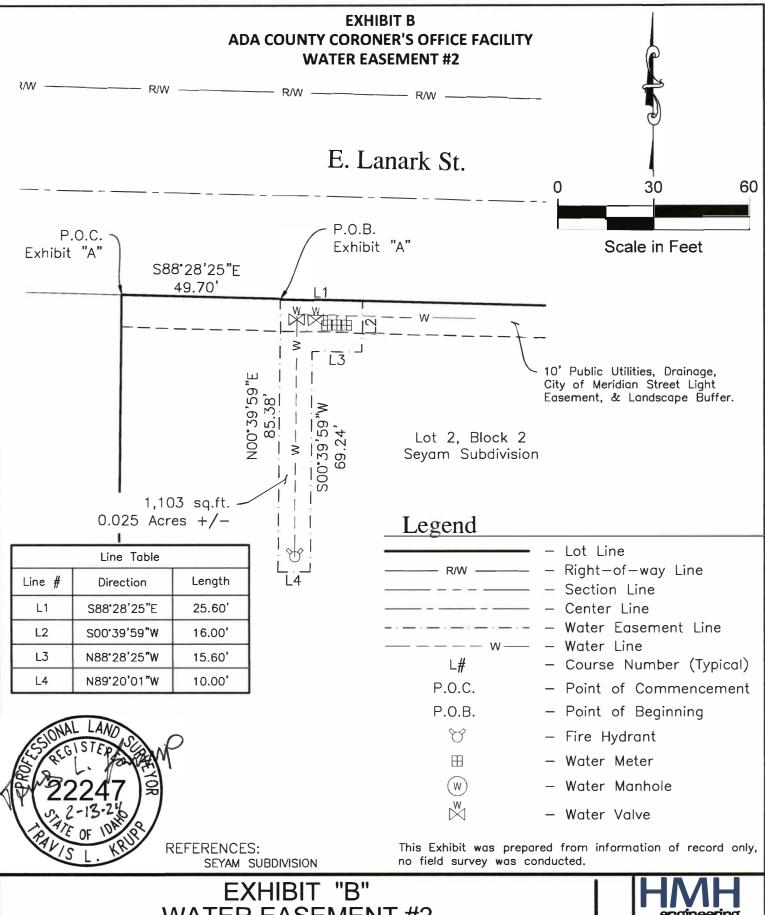
Containing 1,103 square feet or 0.025 acres, more or less.

END OF DESCRIPTION.

Prepared by: Travis L. Krupp, PLS Regional Survey Manager

TLK:rh





WATER EASEMENT #2

SITUATE IN LOT 2, BLOCK 2, OF SEYAM SUBDIVISION, SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO.



680 S. Progress Avenue, Suite 2B Meridian, ID 83642 (208) 342-7957