

Project Name or Subdivision Name:

3855 E Amity Road

Water Main Easement Number: 1

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only ESMT-2025-0073

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 8th day of July 20 25 between
ClearNorth Properties 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, 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.

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 7-8-2025

Attest by Chris Johnson, City Clerk 7-8-2025

STATE OF IDAHO,)

: ss.

County of Ada)

7-8-2025

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 Stamp Below

Notary Signature

My Commission Expires: _____

June 18, 2025
Project No. 24-295
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement being a portion of Lot 10, Block 2 of Hill's Century Farm Commercial Subdivision No. 1 (Book 115 of Plats, Pages 17131-17134), situated in the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, 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 Lot 5, said Block 2 of Hill's Century Farm Commercial Subdivision No. 1, which bears S89°46'03"E a distance of 134.85 feet from a found 5/8-inch rebar marking the Southwest corner of said Lot 10, thence following the southerly boundary of said Lot 10, S89°46'03"E a distance of 30.15 feet to a found 1/2-inch rebar;

Thence leaving said southerly boundary, N00°44'38"E a distance of 19.36 feet to a found 1/2-inch rebar marking the Southwest corner of a parcel of land as described in Special Warranty Deed per Instrument No. 2025-007140;

Thence following the westerly boundary of said Special Warranty Deed, N00°44'38"E a distance of 47.61 feet; Thence leaving said westerly boundary, S89°15'22"E a distance of 5.14 feet to an existing City of Meridian Sewer and Water Easement per Instrument No. 2020-023152 and being the **POINT OF BEGINNING**.

Thence following said existing easement, N00°13'57"E a distance of 20.00 feet;

Thence leaving said existing easement, S89°46'03"E a distance of 24.31 feet;

Thence S00°13'57"W a distance of 20.00 feet;

Thence N89°46'03"W a distance of 24.31 feet to the **POINT OF BEGINNING**.

Said parcel contains 486 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

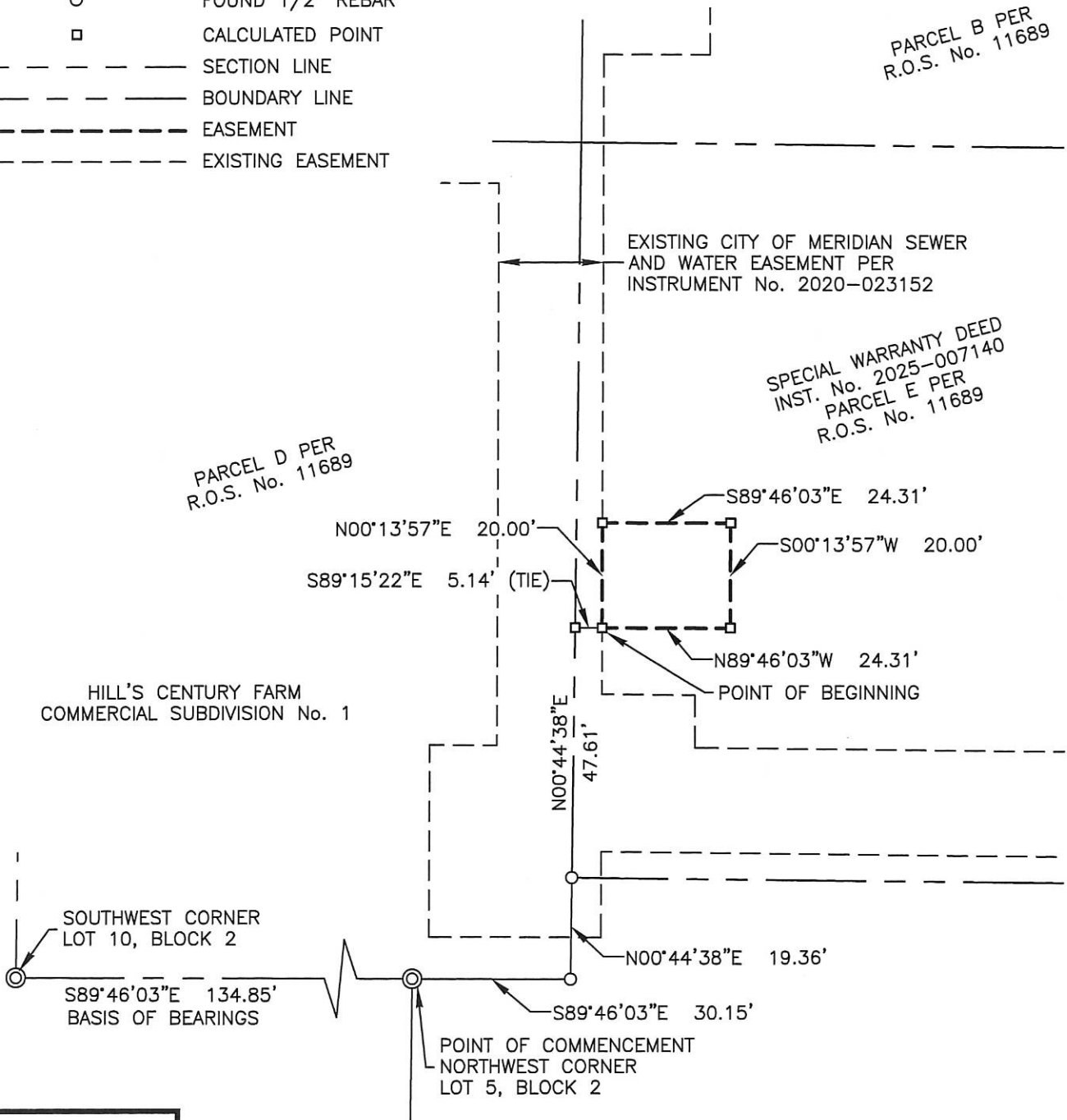
All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

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



LEGEND

⊙	FOUND 5/8" REBAR
○	FOUND 1/2" REBAR
□	CALCULATED POINT
---	SECTION LINE
---	BOUNDARY LINE
---	EASEMENT
---	EXISTING EASEMENT



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

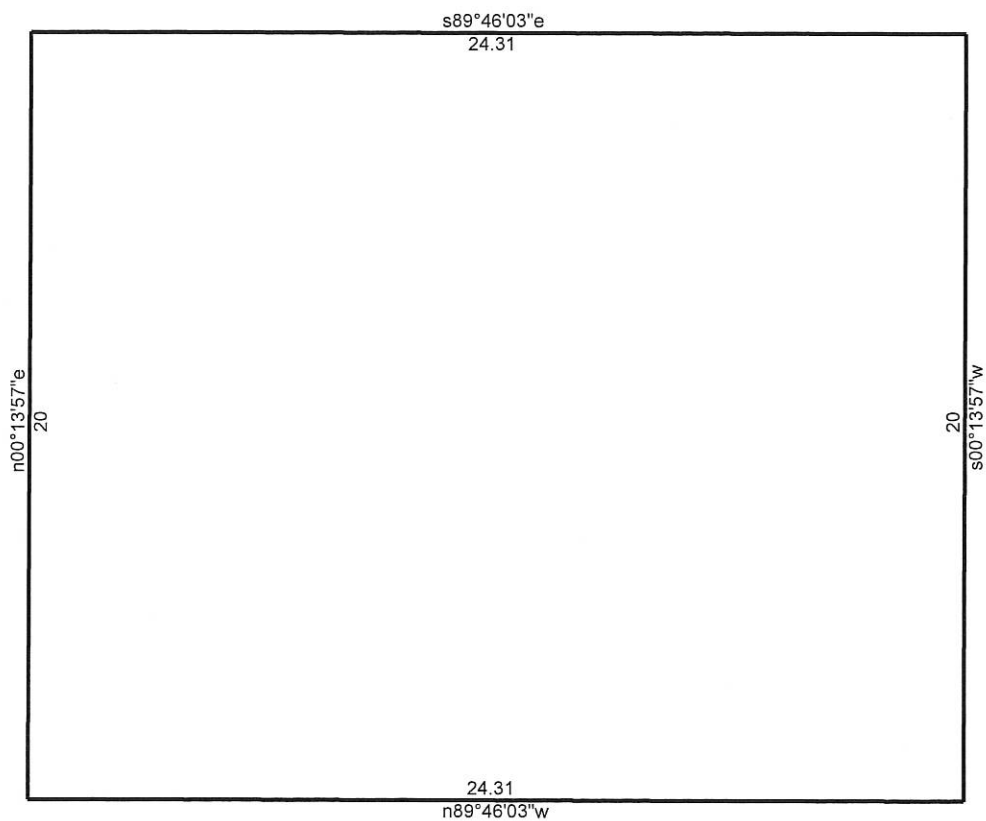


0 30 60 90
Plan Scale: 1" = 30'

Exhibit B City of Meridian Water Easement

Portion of Lot 10, Block 2 of Hill's Century Farm Commercial Subdivision No. 1, Situated in the NE 1/4 of the NW 1/4 of Sec. 33, T.3N., R.1E., B.M., City of Meridian, Ada County, ID

DATE: June, 2025
PROJECT: 24-295
SHEET: 1 OF 1



6/18/2025

Scale: 1 inch= 5 feet

File:

Tract 1: 0.0112 Acres (486 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=89 ft.

01 n00.1357e 20
02 s89.4603e 24.31
03 s00.1357w 20
04 n89.4603w 24.31