Project Name (Subdivision): Brody Square 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).

### WATER MAIN EASEMENT

THIS Easement Agreement, made this	day of	, 20	between Pinnacle Land Development LLC
("Grantor"), and the City of Meridian, an Idaho	Municipal Corpo	oration ("C	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-ofway and easement hereby granted shall become part of, or lie within the boundaries of any

Water Main Easement Version 01/01/2020

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:	
STATE OF IDAHO )	
) ss County of Ada )	
This record was acknowledge (name of individual), [complet the following if signing in a (name of antity on behalf) or	ed before me on 17122 (date) by Land 15. Clubs  ete the following if signing in a representative capacity, on strike  an individual capacity] on behalf of 1. Mace 1 and 1 eval of mental to  f whom record was executed), in the following representative  1. (type of authority such as officer or trustee)
(stamp)	Notary Signature
LESLIE C RILEY COMM NO. 20213005 NOTARY PUBLIC STATE OF IDAHO MY COMM. EXPIRES 06/21/2027	My Commission Expires:

Water Main Easement Version 01/01/2020

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor	
Attest by Chris Johnson, City Clerk	
STATE OF IDAHO, ) : ss.	
County of Ada )	
•	before me on (date) by Robert E. Simison e City of Meridian, in their capacities as Mayor and City
(stamp)	Notary Signature
	My Commission Expires:

Water Main Easement Version 01/01/2020

# EXHIBIT A <u>Legal Description</u> <u>City of Meridian Easement</u> Block 1, Brody Square Subdivision

An easement located in the SW ¼ of the SW ¼ of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a Brass Cap monument marking the southwest corner of the said Section 27, from which a Brass Cap monument marking the northwest corner of the SW ¼ (W ¼ corner) of said Section 27 bears N 0°31'09" E a distance of 2637.37 feet;

Thence N 0°31'09" E along the west boundary of said SW ¼ of Section 27 a distance of 1190.00 feet to a point;

Thence leaving said boundary S 89°17'51" E a distance of 50.00 feet to the POINT OF BEGINNING;

Thence N 0°31'09" E a distance of 20.00 feet;

Thence S 89°28'51" E a distance of 23.00 feet to a point;

Thence S 0°31'09" W a distance of 3.50 feet;

Thence S 89°28'51" E a distance of 177.00 feet to a point on a curve;

Thence a distance of 59.85 feet along the arc of a 67.00 foot radius non-tangent curve left, said curve having a central angle of 51°10′51" and a long chord bearing S 64°55′44" W a distance of 57.88 feet to a point;

Thence N 89°28'51" W a distance of 114.80 feet to a point;

Thence N 0°31'09" E a distance of 8.50 feet;

Thence N 89°28'51" W a distance of 33.00 feet to the POINT OF BEGINNING.

This easement contains 3,891 square feet (0.089 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS Land Solutions, PC December 15, 2021



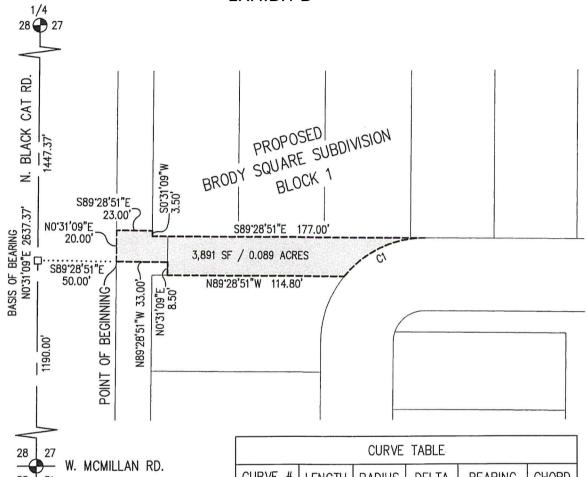


## **BRODY SQUARE SUBDIVISION**

### CITY OF MERIDIAN EASEMENT - BLOCK 1

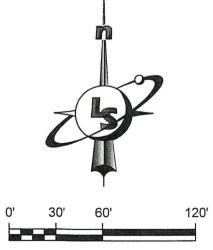
LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 27, T.4N., R.1W., B.M. CITY OF MERIDIAN, ADA COUNTY, IDAHO





28 27	W.	MCMILLAN	RD.
33   31	W.	MCMILLAN	KD.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	59.85	67.00'	51'10'51"	S64'55'44"W	57.88'







231 E. 5TH ST., STE. A MERIDIAN, ID 83642 (208) 288-2040 (208) 288-2557 fax www.landsolutions.biz

JOB NO. 00-00