ESMT-2023-0127 Elderberry Subdivision Water Main Easement No. 4

WATER MAIN EASEMENT

| | | | Darlene Jero | me and |
|--|------------------|----------------|---------------|-----------|
| THIS Easement Agreement, made this | day of | , 20 | between Kenne | th Jerome |
| ("Grantor"), and the City of Meridian, an Id | daho Municipal C | 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-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:

| Kenneth in Je | em |
|---|---|
| STATE OF IDAHO) | |
|) ss | |
| County of Ada) | 16 moth M Derone |
| This record was acknow (name of individual), [c the following if signing (name of entity on belicapacity: | vledged before me on 3/1/23 (date) by Cortis Tentecost of complete the following if signing in a representative capacity, or strike in an individual capacity] on behalf of malf of whom record was executed), in the following representative (type of authority such as officer or trustee) |
| (stamp) | |
| | Notary Signature |
| | My Commission Expires: 12/20/25 |
| CURTIS PENTECOST COMMISSION #37204 NOTARY PUBLIC | - |

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:

| Dallengerome | |
|-----------------------------|--|
| STATE OF IDAHO) | |
| the following if signing in | ged before me on 3/1/23 (date) by Cortis renteest contained by lette the following if signing in a representative capacity, or strike an individual capacity on behalf of of whom record was executed), in the following representative (type of authority such as officer or trustee) |
| (stamp) | |
| | Notary Signature My Commission Expires: 12/20/25 |
| | My Commission Expires: |

CURTIS PENTECOST
COMMISSION #37204
NOTARY PUBLIC
STATE OF IDAMO

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



Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Nampa, ID 83651 Ph (208) 454-0256 Fax (208) 467-4130

e-mail: dholzhey@masonandassociates.us

EXHIBIT A

FOR:

Long & Joy

JOB NO.: MR0121

DATE:

November 8, 2022

ELDERBERRY SUBDIVISION WATER EASEMENT

An easement of land being a portion of Block 3 of the Amended Plat of F.A. Nourse's Third Addition as filed in the office of the Ada County Recorder, Boise, Idaho, in Book 7 of Plats at Page 299 lying in the NW1/4 of Section 7, Township 3 North, Range 1 East, Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at northwest corner of Section 7;

Thence S 00° 24' 03" W a distance of 1041.87 feet along the west boundary of the NW1/4;

Thence N 89° 36' 49" E a distance of 40.00 feet to the northwest corner of Block 3;

Thence S 00° 24' 03" W a distance of 78.99 feet along the west boundary Block 3 to the **POINT OF BEGINNING** of said easement;

Thence N 89° 36' 49" E a distance of 113.61 feet parallel with the north boundary of Block 3;

Thence S 00° 24' 03" W a distance of 5.00 feet parallel with the west boundary Block 3;

Thence S 89° 36' 49" W a distance of 113.61 feet parallel with the north boundary of Block 3 to a point on the west boundary of Block 3;

Thence N 00° 24' 03" E a distance of 5.00 feet along the west boundary Block 3 to the **POINT OF**

BEGINNING of said easement.

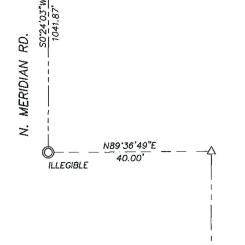
Mason & Associates Inc.

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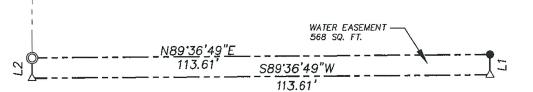
EXHIBIT B ELDERBERRY ESTATES SUBDIVISION WATER EASEMENT

A PORTION OF BLOCKS 3 AND 4, F.A. NOURSE'S THIRD ADDITION, A PART OF THE NW 1/4, SECTION 7, T. 3 N., R. 1 E., B.M., MERIDIAN, ADA COUNTY, IDAHO 2022





| Parcel Line Table | | | |
|-------------------|-------------|--------|--|
| Line # | Direction | Length | |
| L1 | S00'24'03"W | 5.00 | |
| L2 | N00'24'03"E | 5.00 | |



LEGEND

TIE LINE

WATER EASEMENT EXHIBIT

1324 N. MERIDIAN RD. WATER EASEMENT

Mason & S

Professional Engineers, Land Surveyore & Planners

924 3rd St. South, Nampa, ID 83651 (206) 454-0256 Fax (206) 467-4130 JOB NO. MRO121
DWG NO. MRO121 EXHIBIT

SCALE: NTS REV.
FIELD BOOK NO.

DRAWN BY: DATE:

11/8/2022