

Project Name (Subdivision):

LaSalle Building at Ten Mile Crossing

Water Main Easement Number:

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 BVASB Ten Mile LaSalle Building 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.

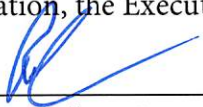
IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible 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

BVASB TEN MILE LASALLE BUILDING, LLC,
an Idaho limited liability company

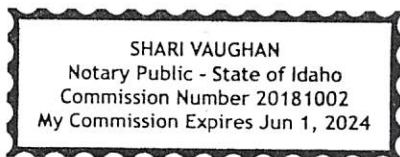
By: BRIGHTON CORPORATION,
an Idaho corporation, the Executive Manager

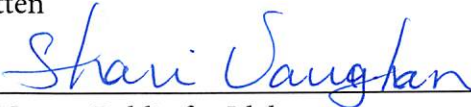
By: 
Robert L. Phillips, President

STATE OF IDAHO)
) ss
County of Ada)

On this 22nd day of September, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is an Executive Manager of BVASB Ten Mile LaSalle Building, LLC, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written




Notary Public for Idaho
Residing in Eagle, ID
My commission expires 6-1-2024

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: September 3, 2020
Project: ID-1573-1901
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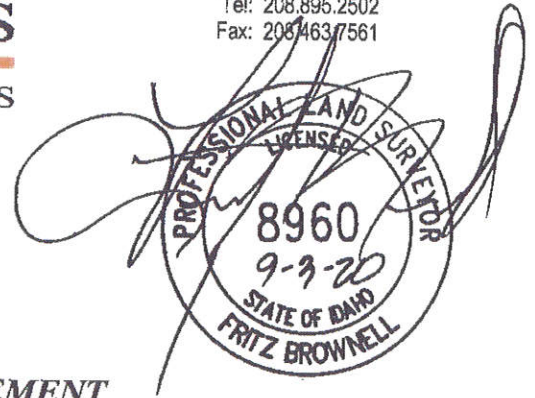


EXHIBIT A
LA SALLE WATER SERVICE EASEMENT

This easement is located in a portion of the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 14, Township 3 North, Range 1 West of the Boise Meridian and is situated within a parcel identified as Assessors Parcel No. S1214315353, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the northeast corner of said N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$, from which the northwest corner of the of the S.W. $\frac{1}{4}$ of said Section 14 bears N.89°11'34"W., 2656.39 feet; thence along the east boundary of said N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$,

- 1) S.00°35'28"W., 857.94 feet to the southwest corner of Lot 7, Block 3 of Primrose Subdivision, on file in Book 25, Page 1,576 through 1,577, records of Ada County, also being the northeast corner of said Assessors Parcel; thence along the north boundary of said Assessors Parcel,
- 2) N.89°12'02"W., 59.31 feet, thence continuing along said north boundary;
- 3) N.44°25'58"W., 78.72 feet to a point of curvature on the southerly boundary of a parcel described as Parcel 3 in Correction General Warranty Deed, on file as Instrument No. 2017-003266, records of Ada County; thence along said southerly boundary and a curve to the right,
- 4) Having an arc length of 187.56 feet, a radius of 237.50 feet, through a central angle of 45°14'55" and a long chord which bears S.68°11'31"W., 182.73 feet; thence continuing along said southerly boundary,
- 5) S.89°11'04"E., 15.80 feet to the **POINT OF BEGINNING**; thence leaving said southerly boundary,
- 6) S.00°48'57"W., 70.32 feet, thence;
- 7) N.89°11'04"W., 30.00 feet, thence;

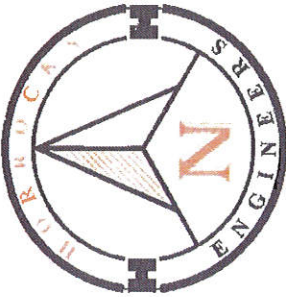
Date: September 3, 2020

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- 8) N.00°48'57"E., 70.32 feet to said southerly boundary: thence along said southerly boundary,
- 9) S.89°11'04"E., 30.00 feet to the **POINT OF BEGINNING**.





NOT TO SCALE

EXHIBIT "B"

LA SALLE WATER EASEMENT

15

N.W. COR. S.W. 1/4

14

2656.39'
N89°11'34"W

P.O.C.

N.E. COR. N.E. 1/4
S.W. 1/4

1/4

P.O.C.-POINT OF COMMENCEMENT
P.O.B.-POINT OF BEGINNING
▲ CALCULATED POINT

SEC 14

T3N, R1W, B.M.

LOT 7, BLOCK 3,
PRIMROSE SUBDIVISION,
BOOK 25, PAGE 1576-1577

ASSESSOR'S PARCEL
NO. S1214315260

PARCEL 3 PER INST. NO. 2017-003266

S89°11'04"E

30.00'

P.O.B.

S89°11'04"E

15.80'

L=187.56
R=237.50
D=45°14'55"
CH=182.73
CB=S68° 11' 31"W

78.72'

N44°25'58"W

70.32'

S0°48'57"W

70.32'

N0°48'57"E

30.00'

N89°11'04"W

59.31'

N89°12'02"W

857.94'

S0°35'28"W

8960

9-3-20

STATE OF IND.

FRITZ BROWNELL

LAND SURVEYOR

PROFESSIONAL

NO. S1214315503

HORROCKS
ENGINEERS

2775 Navigator Dr., Suite 210
Meriden, ID 83642
(208) 886-2520
www.horrocks.com

WARNING
1/2
IF THIS BAR DOES NOT
MEASURE 1" THEN DRAWING
IS NOT TO SCALE

EXHIBIT B

LA SALLE WATER EASEMENT

DRAWING INFO
DATE 09/2/20
SCALE N.T.S.
REV # DATE
*SEE 2ND SHEET FOR LISTING
PROJ. NO. ID-1573-1801

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