

Project Name (Subdivision):

Gem Prep: Meridian North

Water Main Easement Number: No. 2

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 10 day of Sept, 2020 between Gem Prep: Meridian North, 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

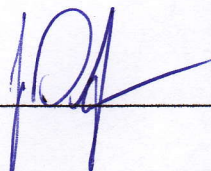
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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.

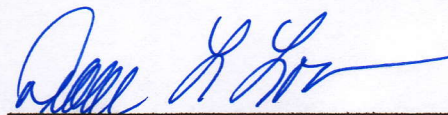
GRANTOR: Josh Femreite



STATE OF ~~IDAHO~~) WASHINGTON
) ss
County of ~~Ada~~) WHITMAN

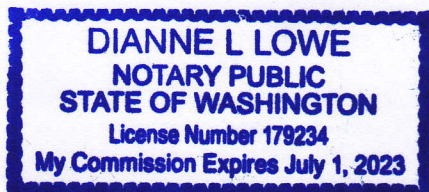
This record was acknowledged before me on 9-10-2020 (date) by JOSHUA FEMREITE (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of GEM PREP MERIDIAN NORTH (name of entity on behalf of whom record was executed), in the following representative capacity: CHIEF NEW SCHOOLS (type of authority such as officer or trustee)

(stamp)



Notary Signature

My Commission Expires: July 1, 2023



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:_____

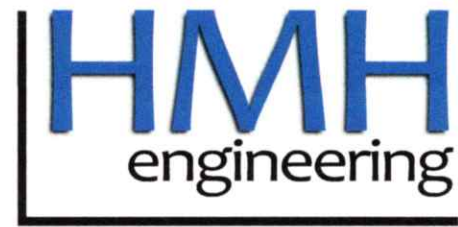


Exhibit A:
Gem Innovation School – Water Easement Description No. 2

A portion of Parcel S0428325600 recorded as Warranty Deed Instrument No. 2019-073908, also shown on Record of Survey No. 12188 filed in Records of Ada County, lying in the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 4 North, Range 1 West, Meridian City, Boise Meridian, Ada County, Idaho, more particularly described as follows.

COMMENCING at the Southwest Corner of Section 28, monumented by a found 3 1/2-inch Brass Cap as described in Corner Record Instrument No. 2020-020779, from which the West 1/4 Corner of Section 28 bears North 01°00'44" East, 2630.80 feet, monumented by a found 2-inch Aluminum Cap, as described in Corner Record Instrument No. 2020-020780,

- A. Thence along the West Section line of Section 28, North 01°00'44" East, 1,315.33 feet to the Southwest corner of Parcel S0428325600 the South 1/16th Corner on the Section line between Sections 28 and 29, monumented by a found 1/2-inch rebar with no cap;
- B. Thence continuing along said Section line, North 01°00'44" East, 774.50 feet to the Northwest corner of said Parcel, monumented by found nail and washer;
- C. Thence along the North line of said Parcel, South 89°21'13" East, 27.00 feet to the new East Right-of-Way of N. McDermott Rd.;
- D. Thence along said new East Right-of-Way, South 01°00'44" West, 23.50 feet to the new North Right-of-Way of W. Gem St.;
- E. Thence along said new North Right-of-Way, South 89°21'13" East, 18.04 feet to the **POINT OF BEGINNING**;

- 1. Thence North 00°38'47" East, 7.51 feet;
- 2. Thence South 89°21'13" East, 10.00 feet;
- 3. Thence South 00°38'47" West, 7.51 feet to the new North Right-of-Way of W. Gem St.;

4. Thence along said new North Right-of-Way, North 89°21'13" West, 10.00 feet to the **POINT OF BEGINNING**.

Containing 75 square feet or 0.001 acres, more or less.

See the Attached Water Easement No. 2 Sketch.

END OF DESCRIPTION

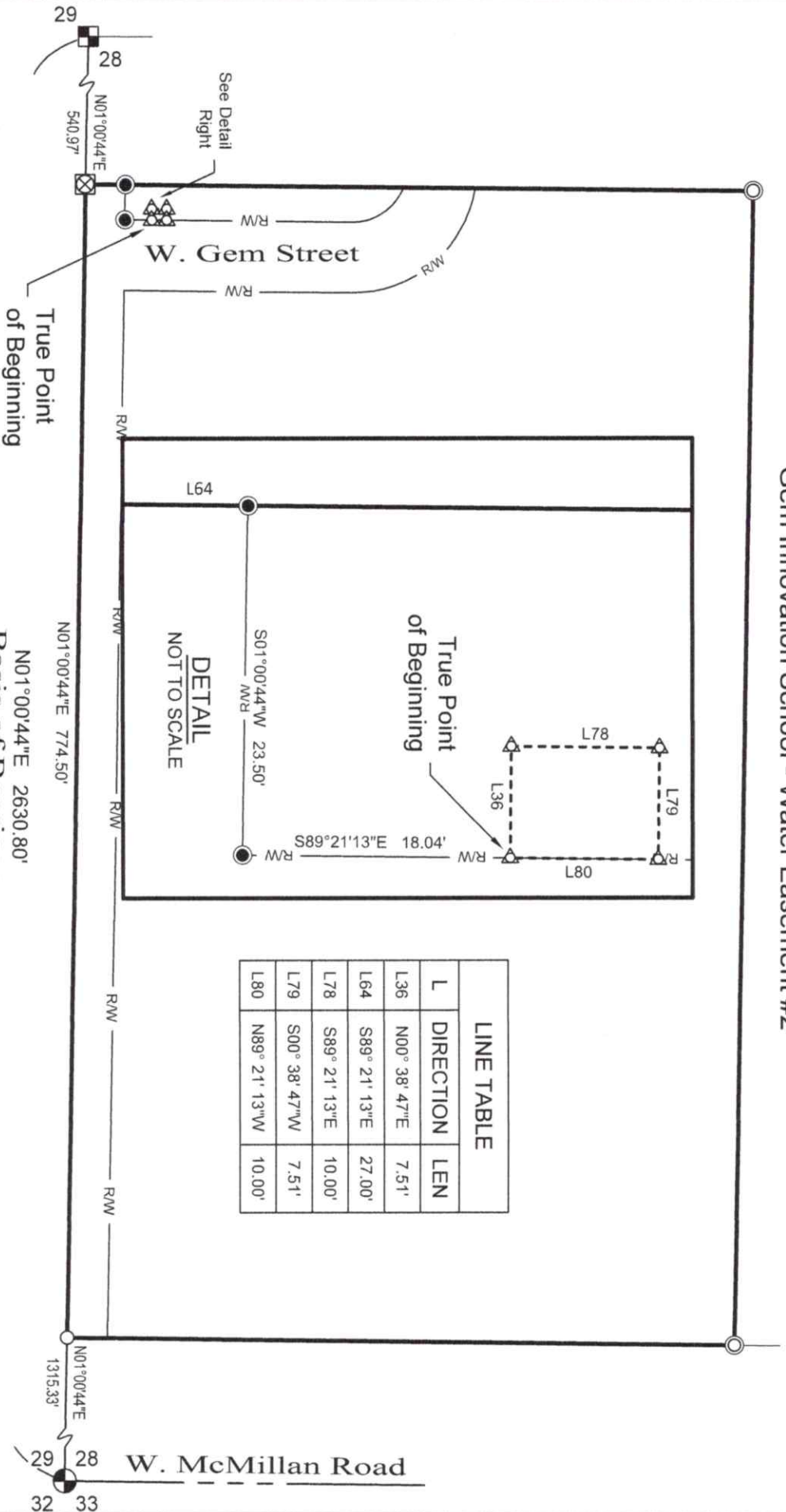
Prepared By:
Timothy J. Fox, PLS 7612
Senior Project Manager



TF:JR

EXHIBIT B

Gem Innovation School - Water Easement #2



LINE TABLE			
L	DIRECTION	LEN	
L36	N00° 38' 47"E	7.51'	
L64	S89° 21' 13"E	27.00'	
L78	S89° 21' 13"E	10.00'	
L79	S00° 38' 47"W	7.51'	
L80	N89° 21' 13"W	10.00'	

LEGEND

- BOUNDARY
- SECTION
- NEW EASEMENT
- SURVEY MONUMENT
- CALCULATION POINT
- EASEMENT AREA



SCALE: 1"=100'

FOX LAND SURVEYS
(208) 342-7957