## Project Name (Subdivision):

OLSON AND BUSH SUBDIVISION NO.2

Water Main Easement Number:

NO.1

Identify this Basement 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 BVA Lanark, LLC
("Grantor"), and the City of Meridian, an Id	laho Municipal Co	rporation (	"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

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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: BVA LANARK, LLC

By: BV Management Services, Inc., an Idaho

corporation, the Manager

Cortney Liddiard, President

STATE OF IDAHO

SS

County of Bonneville)

This record was acknowledged before me on Alpha (date) by Cortney Liddiard (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 BVA Lanark, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: President of the Manager (type of authority such as officer or trustee)

(stamp)

BRANDI LOVE COMMISSION NO. 37925 NOTARY PUBLIC STATE OF IDAHO MY COMMISSION EXPIRES 04/12/26

Notary Signature

My Commission Expires: 4-12-2026

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
(mtamara)	
(stamp)	Notary Signature
	My Commission Expires:

2775 W. Navigator Drive, Suite 210 Meridian, Idaho 83642 www.horrocks.com



Meridian, Idaho Office Tel: 208.895.2502 Fax: 208.463.7561



Date: October 13, 2021 Project: ID-LD-3868-21

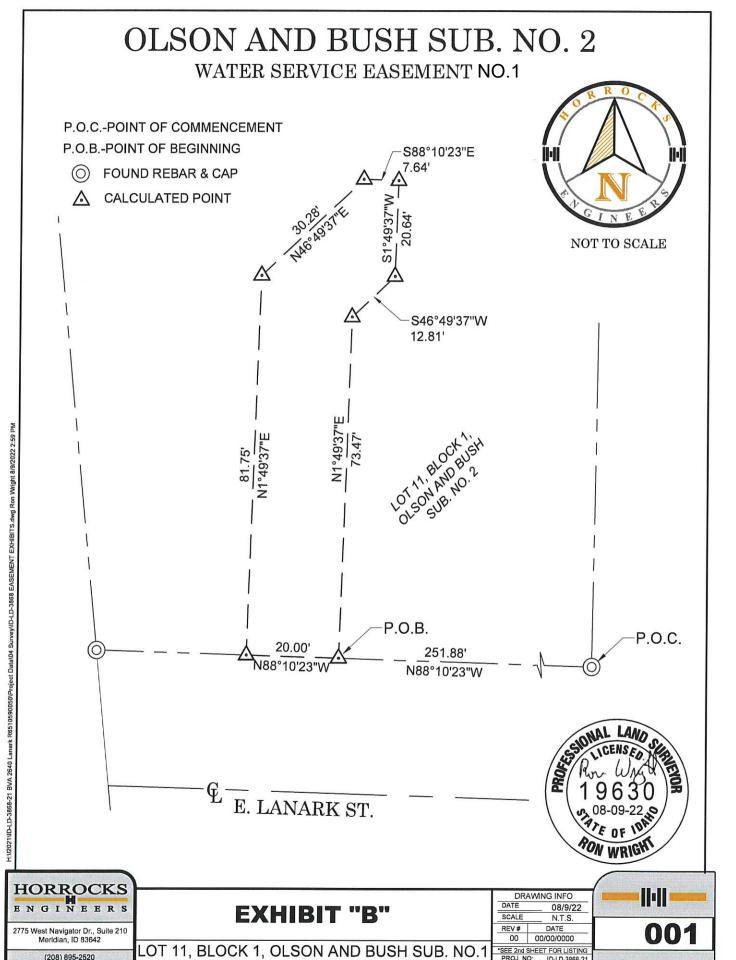
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## EXHIBIT A OLSON AND BUSH SUBDIVISION NO.2 WATER SERVICE EASEMENT NO.1

This easement is situated in a portion of Lot 11, Block 1 of Olson and Bush Subdivision No. 2, Book 90, Page 10508-10509, records of Ada county, Idaho and is located in a portion of the S.E. <sup>1</sup>/<sub>4</sub> of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a found 5/8" rebar marking the southeast corner of Lot 11, Block 1 of said Olson and Bush Subdivision No. 1; thence along the south boundary of said Lot 11,

- 1) N.88°10'23"W., 251.88 feet to the **POINT OF BEGINNING**, thence continuing along the south boundary of said Lot 11, Block 1,
- 2) N.88°10'23"W., 20.00 feet, thence leaving said south boundary;
- 3) N.01°49'37"E., 81.75 feet, thence;
- 4) N.46°49'37"E., 30.28 feet, thence;
- 5) S.88°10'23"E., 7.64 feet, thence;
- 6) S.01°49'37"W., 20.64 feet, thence;
- 7) S.46°49'37"W., 12.81 feet, thence;
- 8) S.01°49'37"W., 73.47 feet to the **POINT OF BEGINNING**.



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