

Project Name (Subdivision):

Hill's Century Farm North #1

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 Century Farm Storage 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.

[END OF TEXT; SIGNATURES TO FOLLOW]

Century Farm Storage LLC,
an Idaho limited liability company

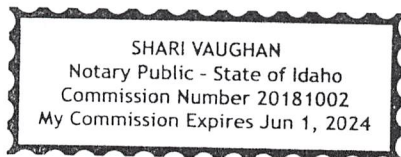
By: Brighton Corporation, an Idaho corporation,
Manager

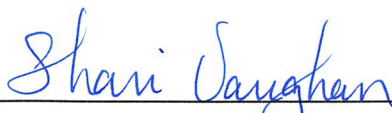
By: 
Robert L. Phillips, President

STATE OF IDAHO)
)SS.
County of Ada)

On this 23rd day of April, 2021, before me, the undersigned a Notary Public in and for said State, appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is the Manager of Century Farm Storage LLC, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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




Notary Public for Idaho
My commission expires 6-1-2024

Robert E. Simison, Mayor

STATE OF IDAHO,)
 : ss.
County of Ada)

(stamp)

My Commission Expires: _____

October 14, 2020
Hill's Century Farm North Subdivision No. 1
Project No. 19-167
Legal Description
City of Meridian Water Easement

Exhibit A

Parcels of land for a City of Meridian water easement situated in a portion of the North 1/2 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the Northwest corner of said Section 33, which bears N89°15'22"W a distance of 2,660.62 feet from a brass cap marking the North 1/4 corner of said Section 33; Thence following the northerly line of said Northwest 1/4, S89°15'22"E a distance of 393.77 feet; Thence leaving said northerly line, S00°44'38"W a distance of 63.00 feet to **POINT OF BEGINNING 1.**

Thence S89°15'24"E a distance of 20.00 feet;
Thence S00°44'36"W a distance of 39.16 feet;
Thence S89°15'22"E a distance of 9.43 feet;
Thence S00°44'38"W a distance of 20.00 feet;
Thence N89°15'22"W a distance of 9.43 feet;
Thence S00°44'36"W a distance of 109.62 feet;
Thence S89°15'22"E a distance of 9.43 feet;
Thence S00°44'38"W a distance of 20.00 feet to a point herein after referred to as Point "A";
Thence N89°15'22"W a distance of 29.43 feet;
Thence N00°44'36"E a distance of 188.78 feet to **POINT OF BEGINNING 1.**

Said parcel contains 4,153 square feet.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence S89°15'22"E a distance of 340.98 feet to **POINT OF BEGINNING 2.**

Thence N00°44'38"E a distance of 20.00 feet;
Thence S89°15'22"E a distance of 12.60 feet;
Thence N00°44'38"E a distance of 109.62 feet;
Thence N89°15'22"W a distance of 12.60 feet;
Thence N00°44'38"E a distance of 20.00 feet;
Thence S89°15'22"E a distance of 32.60 feet;
Thence S00°44'38"W a distance of 75.42 feet;
Thence S89°15'22"E a distance of 55.05 feet;
Thence S00°32'08"W a distance of 20.00 feet;
Thence N89°15'22"W a distance of 55.12 feet;
Thence S00°44'38"W a distance of 54.20 feet;
Thence N89°15'22"W a distance of 32.60 feet to **POINT OF BEGINNING 2.**

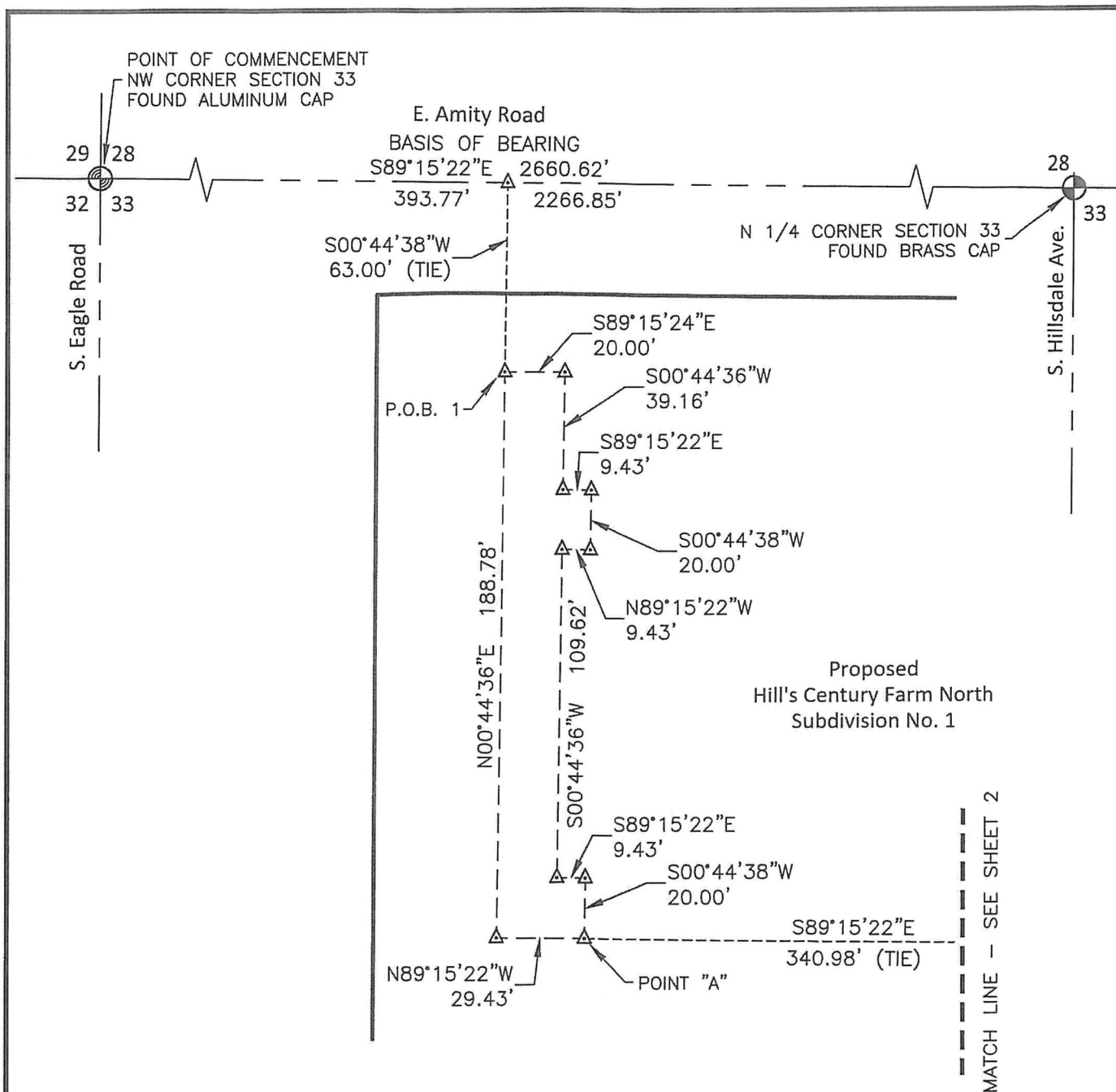
Said parcel contains 4,598 square feet.

Said description contains a total of 8,751 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



C:\USERS\CDRAPER\KMENGINEERING\KM GENERAL - REMOTE WORK\PROJECT\19-167\CAD\SURVEY\EXHIBITS\19-167 CITY OF MERIDIAN WATER EASEMENT.DWG, CRAIG DRAPER, 10/14/2020, DWG TO PDF.PC3, 08.5X11 P [PDF]



DATE: October 2020

PROJECT: 19-167

SHEET:
1 OF 2

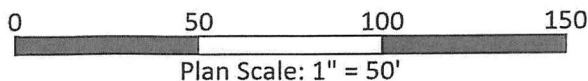
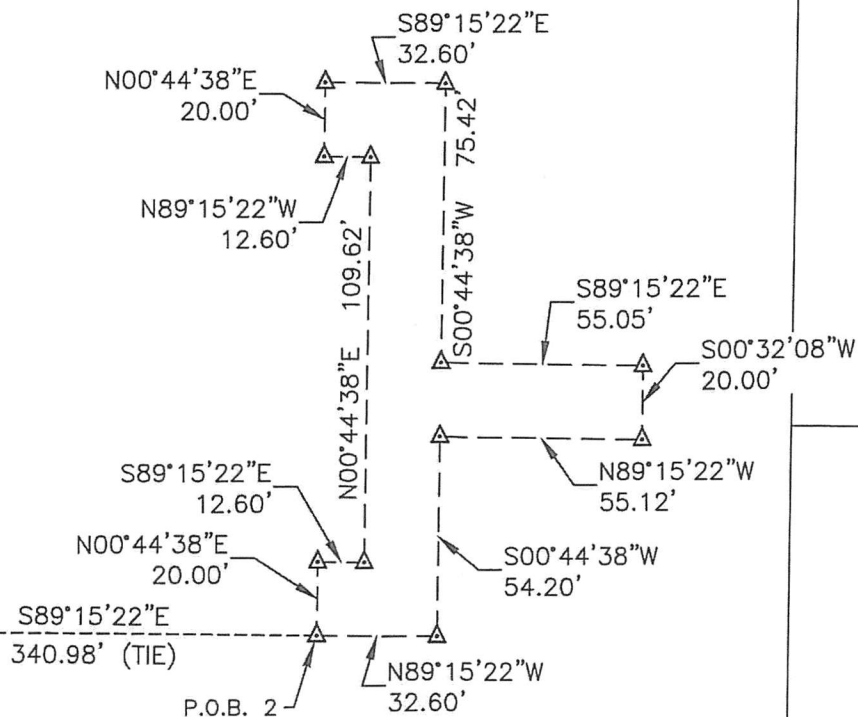


Exhibit B Hill's Century Farm North Subdivision

City of Meridian Water Easement
N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho

MATCH LINE - SEE SHEET 1



Proposed
Hill's Century Farm North
Subdivision No. 1



DATE: October 2020
PROJECT: 19-167

SHEET:
2 OF 2

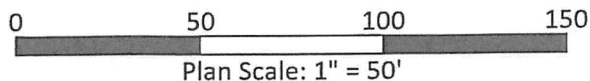
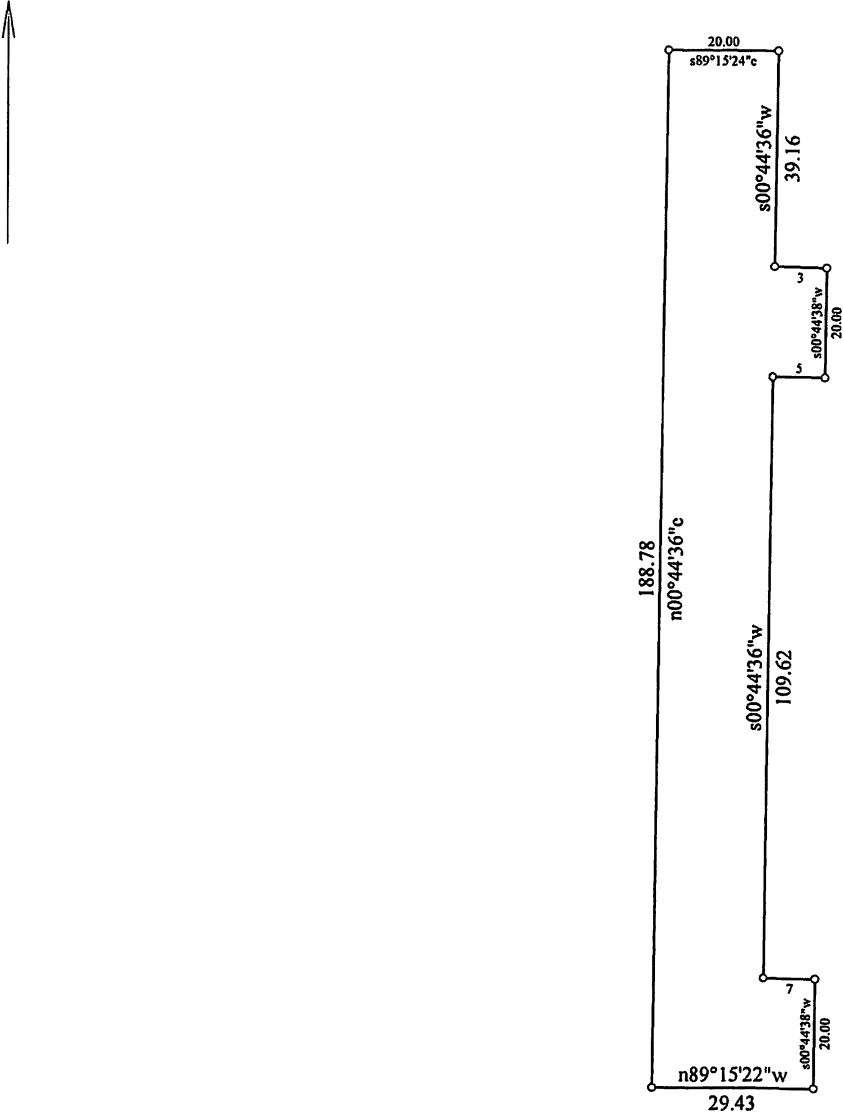
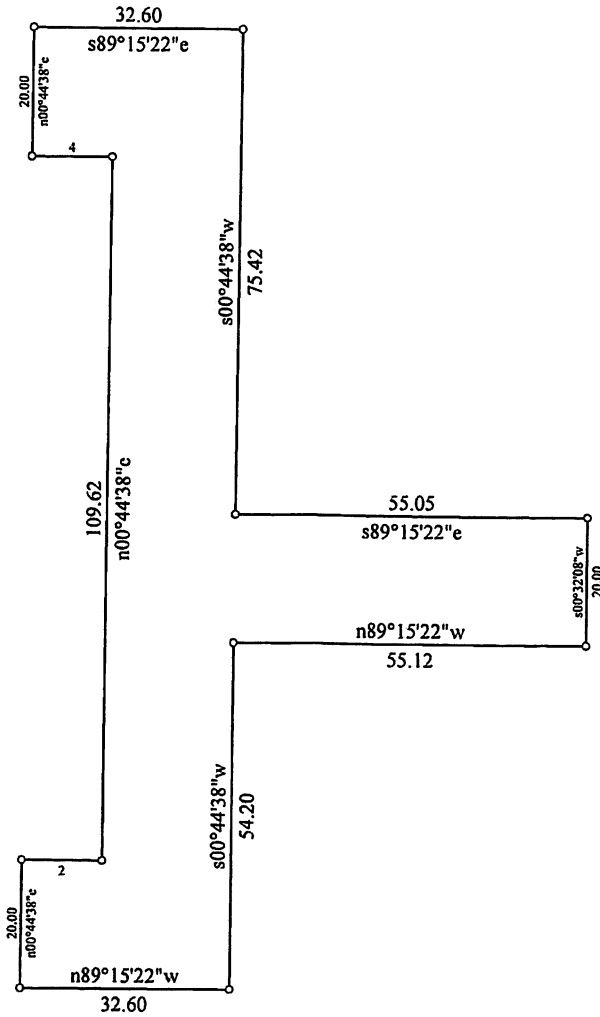


Exhibit B
Hill's Century Farm North Subdivision

City of Meridian Water Easement
N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho



Title: City of Meridian Water Easement 19-167 Parcel 1		Date: 10-14-2020
Scale: 1 inch = 35 feet	File:	
Tract 1: 0.095 Acres: 4153 Sq Feet: Closure = s62.4129e 0.00 Feet: Precision >1/999999: Perimeter = 455 Feet		
001=s89.1524e 20.00	005=n89.1522w 9.43	009=n89.1522w 29.43
002=s00.4436w 39.16	006=s00.4436w 109.62	010=n00.4436e 188.78
003=s89.1522e 9.43	007=s89.1522e 9.43	
004=s00.4438w 20.00	008=s00.4438w 20.00	



Title: City of Meridian Water Easement 19-167 Parcel 2

Date: 10-14-2020

Scale: 1 inch = 30 feet

File:

Tract 1: 0.106 Acres: 4598 Sq Feet: Closure = s87.5747w 0.00 Feet: Precision = 1/183410: Perimeter = 500 Feet

001=n00.4438e 20.00
002=s89.1522e 12.60
003=n00.4438e 109.62
004=n89.1522w 12.60
005=n00.4438e 20.00

006=s89.1522e 32.60
007=s00.4438w 75.42
008=s89.1522e 55.05
009=s00.3208w 20.00
010=n89.1522w 55.12

011=s00.4438w 54.20
012=n89.1522w 32.60