

Project Name or Subdivision Name:

Watts Meridian Medical Partners Subdivision

Water Main Easement Number: 01

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only

Record Number: ESMT-2024-0061

WATER MAIN EASEMENT

THIS Easement Agreement made this 9th day of July 20 24 between Arthur P. Laos & Carrie Lynn Thomas ("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, its 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 shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

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:

GRANTOR:

Carl P. Laws

Carrie Lynn Thomas

STATE OF IDAHO)

) ss

County of Ada)

~~This record was acknowledged before me on _____ (date) by _____ (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 _____ (name of entity on behalf of whom record was executed), in the following representative capacity: _____ (type of authority such as officer or trustee)~~

Notary Stamp Below

Notary Signature

My Commission Expires: _____

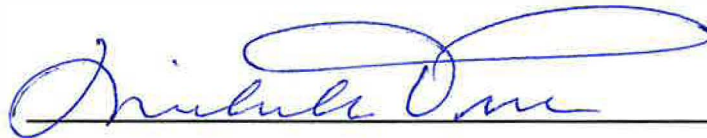
State of Idaho

County of Ada

On this 26th day of April, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Arthur P. Laos and Carrie Lynn Thomas, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and

acknowledged that he/she/they executed the same.

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 the State of Idaho

Residing at: Meridian

Commission Expires: 5/31/2029



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor **7-9-2024**

Attest by Chris Johnson, City Clerk **7-9-2024**

STATE OF IDAHO,)

 : ss.

County of Ada)

This record was acknowledged before me on 7-9-2024 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Stamp Below

Notary Signature

My Commission Expires: _____

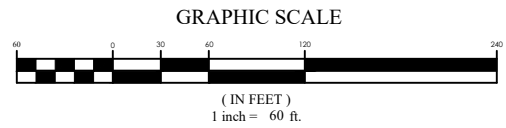
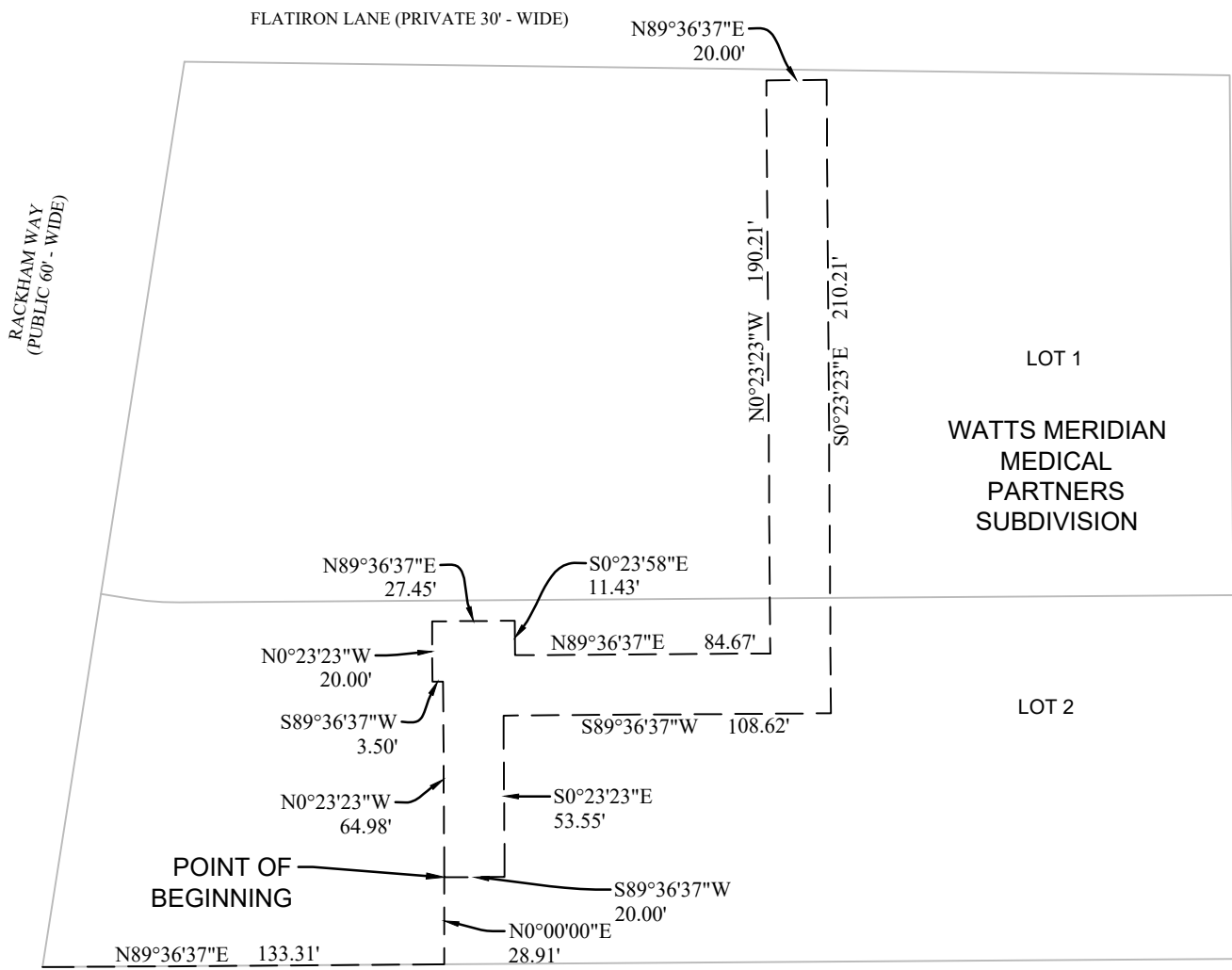
EXHIBIT A

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, LOCATED IN THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF LOT 2 BLOCK 1, WATTS MERIDIAN MEDICAL PARTNERS SUBDIVISION;
THENCE N89°36'37"E 133.31 FEET;
THENCE N00°00'00"E 28.91 FEET, SAID POINT BEING THE POINT OF BEGINNING;
THENCE N00°23'23"W 64.98 FEET;
THENCE S89°36'37"W 3.50 FEET;
THENCE N00°23'23"W 20.00 FEET;
THENCE N89°36'37"E 27.45 FEET;
THENCE S00°23'58"E 11.43 FEET;
THENCE N89°36'37"E 84.67 FEET;
THENCE N00°23'23"W 190.21 FEET;
THENCE N89°36'37"E 20.00 FEET;
THENCE S00°23'23"E 210.21 FEET;
THENCE S89°36'37"W 108.62 FEET;
THENCE S00°23'23"E 53.55 FEET;
THENCE S89°36'37"W 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 7,791 SQUARE FEET OR 0.18 ACRES+/-

EXHIBIT B



FOCUS[®]
ENGINEERING AND SURVEYING, LLC
1001 NORTH ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

WATTS MERIDIAN MEDICAL PARTNERS SUBDIVISION
WATER EASEMENT 01

| | |
|---------------|----------|
| Date Created: | 04/18/24 |
| Scale: | 1" = 60' |
| Drawn: | DB |
| Job: | 23-5011 |
| Sheet: | |

2 OF 2

V:_2023\23-5011 Medical Aesthetics Design\23-5011 MADI - Water Easement Exhibit 1.dwg