

Project Name or Subdivision Name:

Blue Horizon Flex

Water Main Easement Number: 1
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 **ESMT-2024-0101**
Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 13th day of August 2024 between Blue Horizon Flex, 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, 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:

Blue Horizon Flex, LLC

Sean Kelley, Manager
Sean Kelley

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 7/25/24 (date) by Sean Kelley
(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 Blue Horizon Flex LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: Manager (type of authority such as officer or trustee)

Notary Stamp Below

TARA M CLIFFORD
Notary Signature
My Commission Expires: _____



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 8-13-2024

Attest by Chris Johnson, City Clerk 8-13-2024

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 8-13-2024 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: 3-28-2028

July 3, 2024
Project No. 23-226
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement in a portion of Lot 14, Block 2 of Gramercy Subdivision No. 1 (Book 99 of Plats, Pages 12619-12622), situated in the Northwest 1/4 of the Northeast 1/4 of Section 20, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found 1/2-inch rebar marking the Southwest corner of said Lot 14, which bears S00°13'58"E a distance of 242.37 feet from a found 1/2-inch rebar marking the Northwest corner of said Lot 14;
Thence following the southerly line of said Lot 14, S89°36'56"E a distance of 84.00 feet to an existing City of Meridian Sewer of Water easement per said Gramercy Subdivision No. 1;
Thence leaving said southerly line and following said existing easement, N00°22'52"E a distance of 13.67 feet to the **POINT OF BEGINNING**.

Thence following said existing easement the following three (3) courses:

1. N00°22'52"E a distance of 10.33 feet;
2. N89°36'56"W a distance of 20.00 feet;
3. S00°22'52"W a distance of 10.33 feet;

Thence leaving said existing easement, N89°36'56"W a distance of 26.50 feet to an existing City of Meridian Sewer of Water easement per said Gramercy Subdivision No. 1;

Thence following said existing easement the following two (2) courses:

1. N00°23'01"E a distance of 6.33 feet;
2. N89°36'56"W a distance of 20.00 feet;

Thence leaving said existing easement, N00°23'04"E a distance of 13.67 feet;
Thence S89°36'56"E a distance of 81.94 feet;
Thence N00°23'04"E a distance of 3.17 feet;
Thence S89°36'56"E a distance of 24.50 feet;
Thence S00°23'04"W a distance of 23.17 feet;
Thence N89°36'56"W a distance of 39.94 feet to the **POINT OF BEGINNING**.

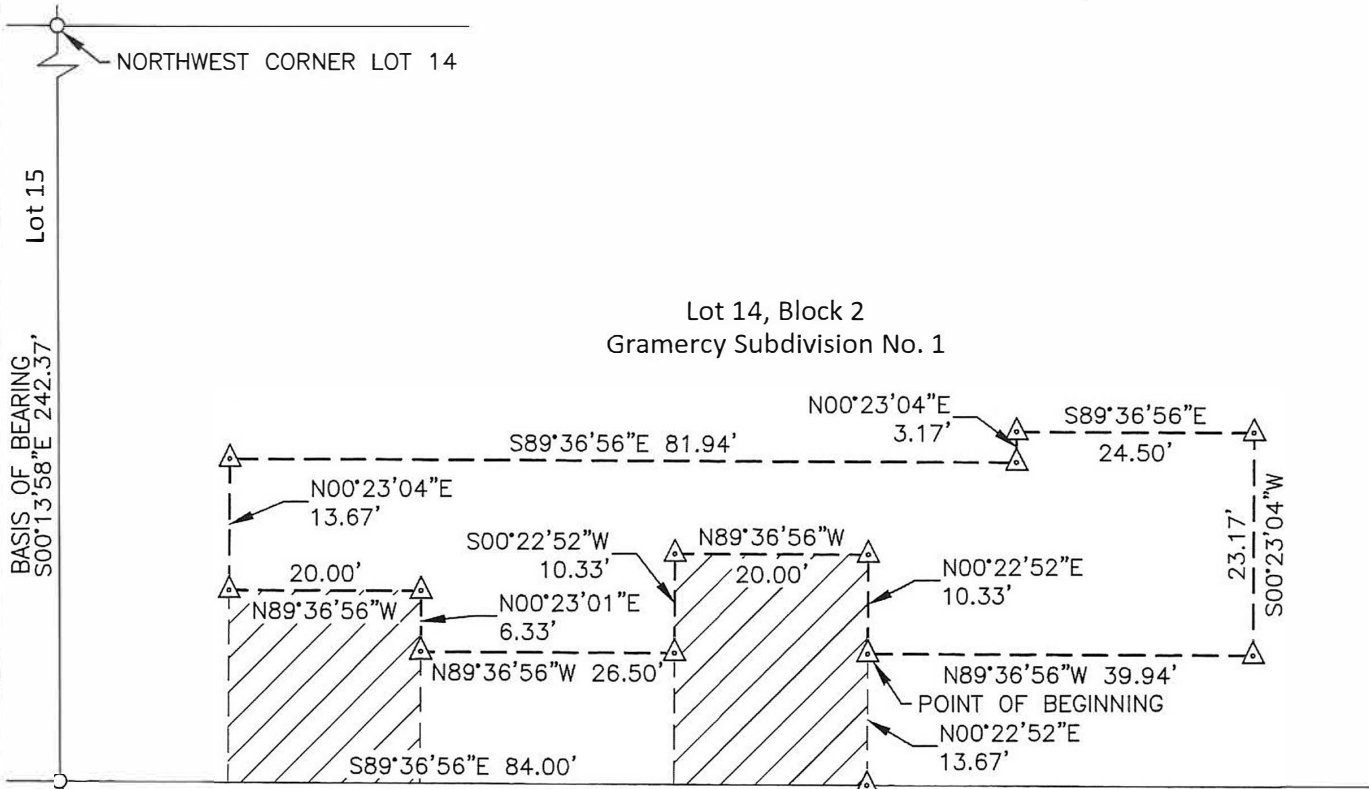
Said parcel contains 1,873 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

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



P:\23-226\CADD\SURVEY\EXHIBITS\240703 WATER EASEMENT 23-226.DWG, BILL HYNSON, 7/3/2024, DWG TO PDF.PC3, 08.5X11 P [PDF]



E. Blue Horizon Dr.

POINT OF COMMENCEMENT
SOUTHWEST CORNER LOT 14

LEGEND

- FOUND 1/2" REBAR
- CALCULATED POINT
- BOUNDARY LINE
- PROPOSED EASEMENT
- CITY OF MERIDIAN SEWER AND WATER EASEMENT PER GRAMERCY SUBDIVISION No. 1



Plan Scale: 1" = 20'

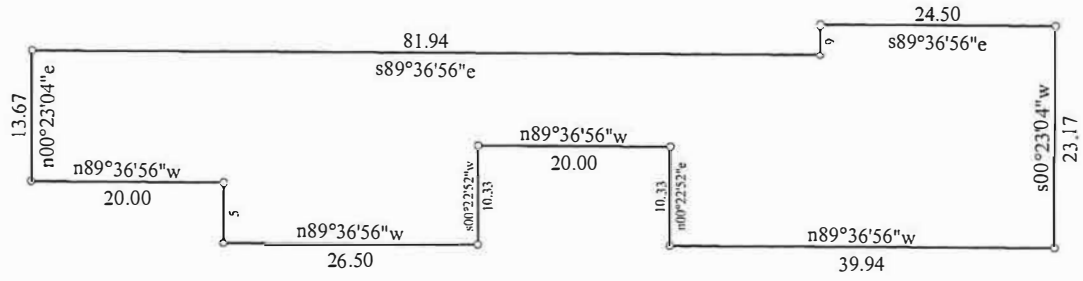
km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: July 2024
PROJECT: 23-226

SHEET:
1 OF 1

Exhibit B City of Meridian Water Easement

A portion of Lot 14, Block 2 of Gramercy Subdivision No. 1, situated in the NW 1/4 of the NE 1/4 of Section 20, T3N., R1E., B.M., City of Meridian, Ada County, Idaho



| | | |
|--|---------------------|---------------------|
| Title: | | Date: 07-03-2024 |
| Scale: 1 inch = 20 feet | File: | |
| Tract 1: 0.043 Acres: 1873 Sq Feet: Closure = s89.3657e 0.00 Feet: Precision >1/999999: Perimeter = 280 Feet | | |
| 001=n00.2252e 10.33 | 006=n89.3656w 20.00 | 011=s00.2304w 23.17 |
| 002=n89.3656w 20.00 | 007=n00.2304e 13.67 | 012=n89.3656w 39.94 |
| 003=s00.2252w 10.33 | 008=s89.3656e 81.94 | |
| 004=n89.3656w 26.50 | 009=n00.2304e 3.17 | |
| 005=n00.2301e 6.33 | 010=s89.3656e 24.50 | |