

Project Name or Subdivision Name:

MATADOR Estates

Water Main Easement Number: ND 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 ESMT-2024-0094

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 13th day of August 20 24 between Nicholas D. Gifford ("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

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: _____



Client: Marty Camberlango
Date: January 2, 2024
Job No.: 1422
RE: Matador Subdivision

Exhibit A

PROPERTY DESCRIPTION

The following describes a twenty (20) foot wide Waterline Easement situated in a portion of Lot 5 Block 1, of Crestwood Subdivision No. 1 and located in the NE 1/4 NE 1/4 of Section 31, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a found Zinc Cap monument stamped "PLS 7043" marking the NE Corner of said NE 1/4 NE 1/4, (Section corner common to Sections 29, 30, 31, and 32), said corner bears S. 89°46'04" E., a distance of 2632.39 feet from a found Aluminum Cap marking the N 1/4 of said Section 31;

Thence along the Northern Boundary line of said NE 1/4 NE 1/4 also being the Centerline of E. McMillan Road, N. 89°46'04" W., a distance of 936.62 feet;

Thence leaving said Northern Boundary, S. 00°34'25" W., a distance of 33.00 feet to a point on the Southerly Right-of-Way of said E. McMillan Road;

Thence along said Southerly Right-of-Way line, N. 89°46'04" W., a distance of 106.83 feet to a set 1/2-inch diameter iron pin stamped "ESMT PLS L-20895" marking the **POINT OF BEGINNING**;

Thence, leaving said Southerly Right-of-Way line, S 00°13'59" W, a distance of 84.10 feet to a set 1/2-inch diameter iron pin stamped "ESMT PLS L-20895";

Thence, S 42°33'40" W, a distance of 58.09 feet to a set 1/2-inch diameter iron pin stamped "ESMT PLS L-20895" marking a point on a curve to the left;

Thence from a tangent which bears N 68°41'22" W, along curve to the left with a radius of 55.00 feet, and having a central angle of 25°18'30" an arc length of 24.29 feet with a chord bearing of N 81°20'37" W, and a chord distance of 24.10 feet to a set 1/2-inch diameter iron pin stamped "ESMT PLS L-20895";

Thence, N 42°33'40" E, a distance of 63.79 feet to a set 1/2-inch diameter iron pin stamped "ESMT PLS L-20895";

Thence, N 00°13'59" E, a distance of 76.36 feet to a set 1/2-inch diameter iron pin stamped "ESMT PLS L-20895" marking a point on the Southerly Right-of-Way line of McMillan Road;

Thence, along said Southerly Right-of-Way S 89°46'04" E, a distance of 20.00 feet to the **POINT OF BEGINNING**.

This parcel contains 2,802 square feet or 0.06 acres, more or less.

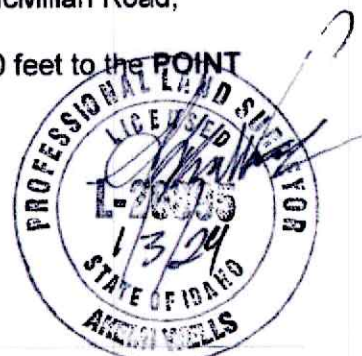
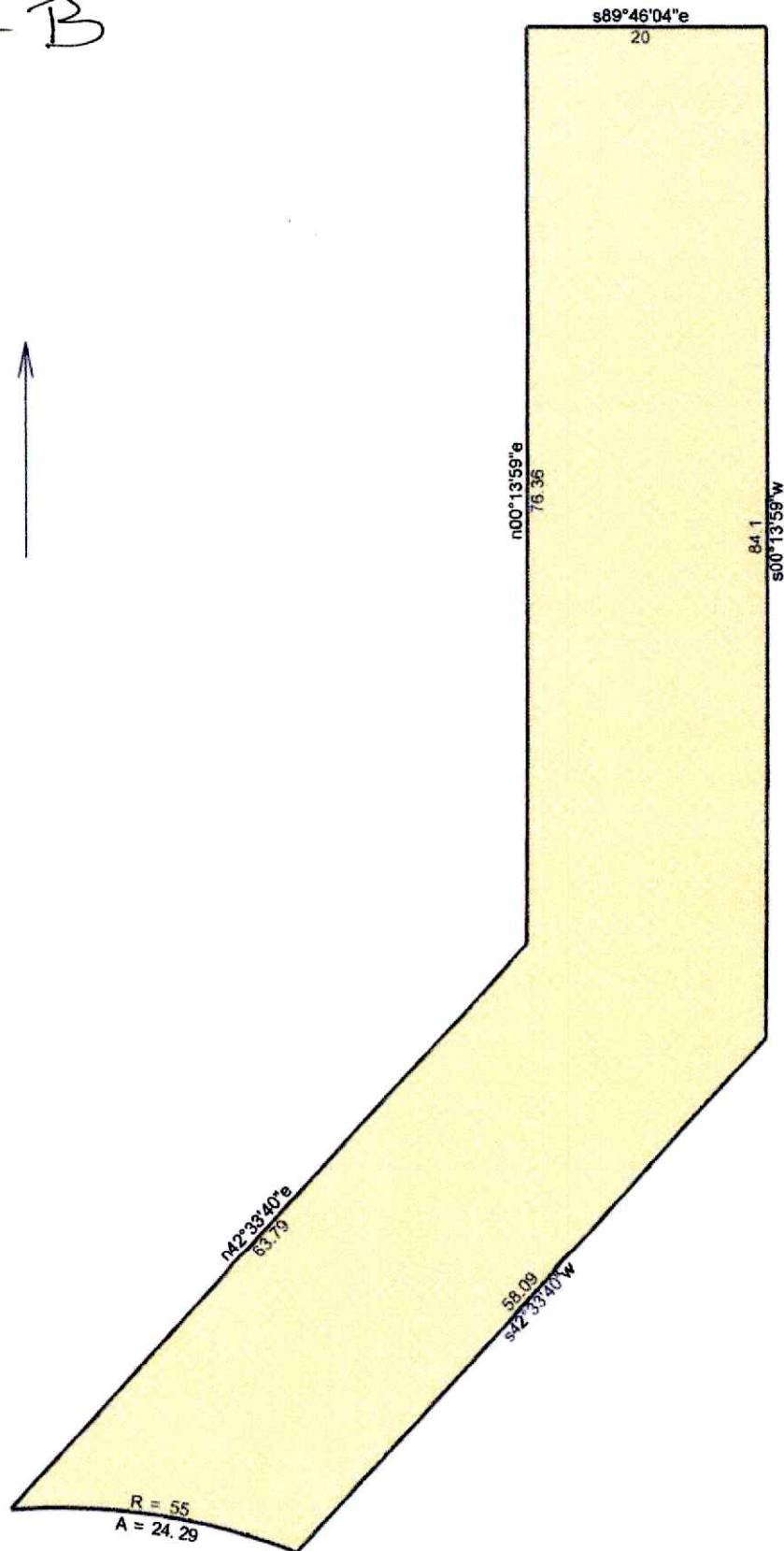


Exhibit B



MATADOR SUB - 20' WIDE WATERLINE EASEMENT

1/2/2024

Scale: 1 inch = 15 feet

File: 1422-Matador Waterline Easement 1-2-2024.ndp

Tract 1: 0.0643 Acres (2802 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/75619), Perimeter=327 ft.

- 01 s00.1359w 84.1
- 02 s42.3340w 58.09
- 03 Lt, r=55.00, delta=025.1830, arc=24.29, chord=n81.2037w 24.10
- 04 n42.3340e 63.79
- 05 n00.1359e 76.36
- 06 s89.4604e 20