

Project Name or Subdivision Name:

425. E. WATER TOWER COMMERCIAL FLEX

Water Main Easement Number: _____

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-2024-0100

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 13th day of August 2024 between 425 Watertower 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

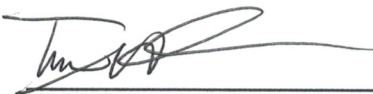
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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.

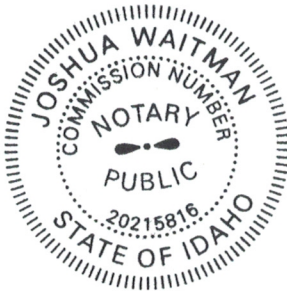
GRANTOR:

, Manager of 425 Watertower LLC

STATE OF IDAHO)
) ss
 County of Ada)

This record was acknowledged before me on 07/23/24 (date) by Isaac Waitman (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 425 Watertower 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




 Notary Signature
 My Commission Expires: 12/03/2021

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: _____



July 3, 2024
Project No.: 123171

EXHIBIT "A"

425 WATERTOWER LLC
CITY OF MERIDIAN WATER EASEMENT DESCRIPTION

An easement located in the Southeast Quarter of the Northwest Quarter of Section 18, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of Parcel A, as shown on Record of Survey No. 14319, Instrument No. 2024-008808 of Ada County Records;

Thence South 89° 31' 08" West, a distance of 261.86 feet on the Southerly right of way line of East Watertower Street, Meridian to the POINT OF BEGINNING;

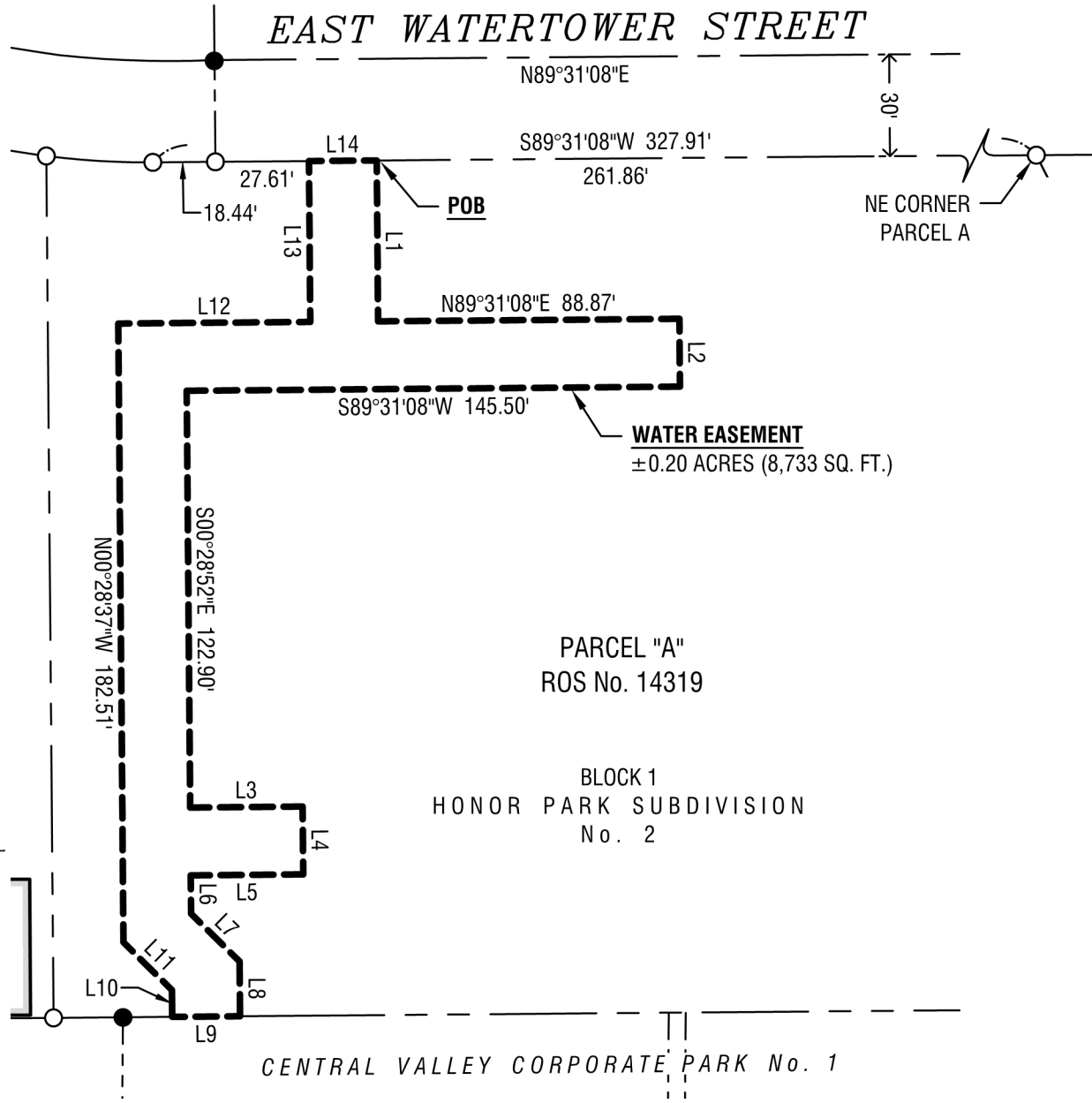
Thence leaving said right of way line, South 00° 28' 52" East, a distance of 47.44 feet;
Thence North 89° 31' 08" East, a distance of 88.87 feet;
Thence South 00° 28' 52" East, a distance of 20.00 feet;
Thence South 89° 31' 08" West, a distance of 145.50 feet;
Thence South 00° 28' 52" East, a distance of 122.90 feet;
Thence North 89° 30' 09" East, a distance of 33.17 feet;
Thence South 00° 29' 51" East, a distance of 20.00 feet;
Thence South 89° 30' 09" West, a distance of 33.18 feet;
Thence South 00° 28' 52" East, a distance of 11.33 feet;
Thence South 45° 28' 52" East, a distance of 20.06 feet;
Thence South 00° 28' 53" East, a distance of 16.18 feet to a point on the Southerly boundary line of said Parcel A of Record of Survey No. 14319;
Thence South 89° 31' 08" West, a distance of 20.00 feet on said southerly boundary line;
Thence North 00° 28' 53" West, a distance of 7.89 feet;
Thence North 45° 29' 42" West, a distance of 20.07 feet;
Thence North 00° 28' 37" West, a distance of 182.51 feet;
Thence North 89° 31' 08" East, a distance of 56.63 feet;
Thence North 00° 28' 52" West, a distance of 47.44 feet to a point on the Southerly right of way line of East Watertower Street;
Thence North 89° 31' 08" East, a distance of 20.00 feet on said Southerly right of way line to the POINT OF BEGINNING.

PREPARED BY:
The Land Group, Inc

James R. Washburn, PLS



Line Table		
LINE	BEARING	LENGTH
L1	S00°28'52"E	47.44'
L2	S00°28'52"E	20.00'
L3	N89°30'09"E	33.17'
L4	S00°29'51"E	20.00'
L5	S89°30'09"W	33.18'
L6	S00°28'52"E	11.33'
L7	S45°28'52"E	20.06'
L8	S00°28'53"E	16.18'
L9	S89°31'08"W	20.00'
L10	N00°28'53"W	7.89'
L11	N45°29'42"W	20.07'
L12	N89°31'08"E	56.63'
L13	N00°28'52"W	47.44'
L14	N89°31'08"E	20.00'



**Water Easement
City of Meridian
425 Watertower LLC**

1 of 1

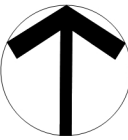
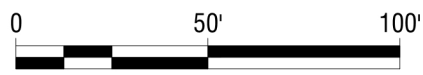


Exhibit "B"

Horizontal Scale: 1" = 50'



Project No.: 123171
Date of Issuance: June 28, 2014

File Location: q:\2023\123171\cad\survey\exhibits\123171_watertower_street_water_esmt_240618.dwg
Last Plotted By: alex.majors
Date Plotted: Friday, June 28, 2024 at 03:20 PM