

Project Name or Subdivision Name:

Kiddie Academy - Water Easement for Hydrant

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

Record Number: ESMT-2024-0026

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between
KAM Realty 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:

MEMBER

KAM Realty LLC

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 2/13/24 (date) by Vijay Ilavarasan (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 KAM Realty LLC (name of entity on behalf of whom record was executed), in the following representative capacity: member (type of authority such as officer or trustee)

Notary Stamp Below



Brenda J. Krempaszky
Notary Signature
My Commission Expires: 6/6/25

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

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

This record was acknowledged before me on _____ (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"
City of Meridian Water Easement
February 1, 2024

A portion of Lot 3, Block 1, Shops at Victory Subdivision, according to the official plat thereof, filed in book 110 of plats at pages 15698-15700, Ada County Records, situate in the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 3 North, Range 1 East of the Boise Meridian, located in the City of Meridian, County of Ada, State of Idaho, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 28, from which the North 1/4 corner of said Section 28 bears South 89°35'59" East a distance of 2657.33 feet; thence South 70°51'14" East a distance of 384.31 feet to the external boundary line of that Utility Easement recorded as Instrument No. 2016-030846, Ada County Records and the **REAL POINT OF BEGINNING**;

thence on said external boundary line, South 89°35'53" East a distance of 12.00 feet;

thence leaving said external boundary line, South 0°24'07" West a distance of 3.00 feet;

thence parallel with said external boundary line, North 89°35'53" West a distance of 12.00 feet;

thence North 0°24'07" East a distance of 3.00 feet to the **REAL POINT OF BEGINNING**.

Containing an approximate area 36.00 square feet, more or less.

End of Description.





NORTHWEST
CORNER SECTION 28

BASIS OF BEARING
S89°35'59"E 2657.33'

NORTH 1/4 CORNER
SECTION 28



E. VICTORY ROAD

48'

Exhibit B

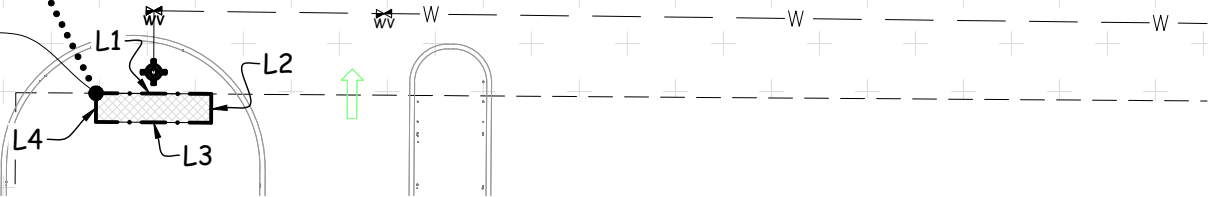
S 70°51'14" E 384.31'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°35'53"E	12.00
L2	S0°24'07"W	3.00
L3	N89°35'53"W	12.00
L4	N0°24'07"E	3.00

LOT 3
BLOCK 1
SHOPS AT VICTORY
SUBDIVISION

UTILITY EASEMENT PER INST. NO. 2016-030846

REAL POINT OF
BEGINNING



PROJECT NO.
23-113



SCALE: 1"=20'

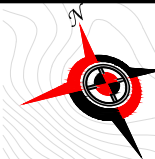
DRAWN BY
J.S.G.

0' 10' 20' 40'

EXHIBIT "B"

CITY OF MERIDIAN WATER EASEMENT

A PORTION OF LOT 3, BLOCK 1, SHOPS AT VICTORY SUBDIVISION, SITUATE IN THE NW
1/4 OF THE NW 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 1 EAST, B.M.
CITY OF MERIDIAN, COUNTY OF ADA, STATE OF IDAHO



VALLEY
LAND SURVEYING
PROFESSIONAL LIMITED LIABILITY COMPANY
5099 S. Valley St. Boise, ID 83709
www.valleylandsurveying.com
Phone: (208) 919-0081

DATE
02/01/2024

SHEET NO.
1 OF 1