

ESMT-2023-0031 WaterWalk Hotel
Water Main Easement No. 2

WATER MAIN EASEMENT

THIS Easement Agreement, made this 28th day of March, 2023 between WWOZ BoiseMeridian 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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

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.

(stamp)

Notary Signature

My Commission Expires: _____

EXHIBIT A
Water Line Easement Description

Date: September 10, 2021

An easement situated in the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 3 North, Range 1 E, Boise Meridian, City of Meridian, Ada County, Idaho, described as follows:

Commencing at the Southeast corner of said Section 8, monumented by a found 3.5" brass cap (CPF Inst. No. 2020-052068), from which the South 1/4 corner of said Section 8, monumented by a found brass cap, (CPF Inst. No. 104161984) bears North 89°54'35" West, a distance of 2571.02 feet;

Thence North 89°54'35" West, coincident with the South line of said Section 8, a distance of 786.93 feet;

Thence leaving said South line, North 00°05'25" East, a distance of 40.00 feet, to the Southeast corner of the N. Olson Road extension as shown on Record of Survey No. 8999 recorded in the records of Ada County;

Thence North 51°57'14" West, coincident with the easterly right of way of said N. Olson Road, a distance of 33.32 feet;

Thence, continuing coincident with said easterly right of way, North 00°04'29" East, a distance of 139.45 feet, the **POINT OF BEGINNING**;

Thence, continuing coincident with said easterly right of way, North 00°04'29" East, a distance of 29.50 feet;

Thence, leaving said easterly right of way, South 89°54'35" East, a distance of 14.47 feet;

Thence, South 00°05'25" West, a distance 9.50 feet;

Thence, South 89°54'35" East, a distance of 101.43 feet;

Thence, North 67°12'41" East, a distance of 56.43 feet;

Thence, North 78°27'41" East, a distance of 148.83 feet;

Thence, North 11°32'19" West, a distance of 17.50 feet;

Thence, North 78°27'41" East, a distance of 20.00 feet;

Thence, South 11°32'19" East, a distance of 17.50 feet;

Thence, North 78°27'41" East, a distance of 60.69 feet;

Thence, North 89°40'38" East, a distance of 224.05 feet;

Thence, North 00°19'22" West, a distance of 23.00 feet;
Thence, North 89°40'38" East, a distance of 24.47 feet;
Thence, North 24°30'42" East, a distance of 66.04 feet;
Thence, North 20°57'40" West, a distance of 12.15 feet;
Thence, North 65°57'40" West, a distance of 219.32 feet;
Thence, North 88°27'40" West, a distance of 72.55 feet;
Thence, South 01°32'20" West, a distance of 5.00 feet;
Thence, North 88°27'40" West, a distance of 20.00 feet;
Thence, North 01°32'20" East, a distance of 5.00 feet;
Thence, North 88°27'40" West, a distance of 50.16 feet;
Thence, North 01°32'20" East, a distance of 20.00 feet;
Thence, South 88°27'40" East, a distance of 146.69 feet;
Thence, South 65°57'40" East, a distance of 231.58 feet;
Thence, South 20°57'40" East, a distance of 28.82 feet;
Thence, South 24°30'42" West, a distance of 112.54 feet;
Thence, South 89°40'38" West, a distance of 248.69 feet;
Thence, South 78°27'41" West, a distance of 225.59 feet;
Thence, South 67°12'41" West, a distance of 58.51 feet;
Thence, North 89°54'35" West, a distance of 119.95 feet to the **POINT OF BEGINNING**.

The above described easement contains 23,804.49 square feet, or 0.546 acres, more or less.

Together with and subject to rights of way, covenants, easements, and restrictions of record or implied.

The basis of bearings for this description is North 89°54'35" West, between the Southeast corner of said Section 8 and the South 1/4 corner of said Section 8.

Travis P. Foster
End of Description

PLS No. 10729



