

Project Name: FedEx Shipping Center

RE-USE WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20____ between Gregg Olsen
("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a ^{re-use} water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the ^{re-use} 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 ^{re-use} 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 ^{re-use} 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"

**CITY OF MERIDIAN WATER RE-USE EASEMENT
PARCEL A of RECORD OF SURVEY No. 12136
LEGAL DESCRIPTION**

That portion of Parcel A according to Record of Survey No. 12136 recorded under Instrument No. 2019-128689, Ada County Records, said portion located in the Southwest Quarter of Section 11, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, described as follows:

COMMENCING at the corner common to Sections 10, 11, 14 and 15, Township 3 North, Range 1 West, Boise Meridian, from which the south quarter corner of said Section 11 bears South 89°09'32" East, 2,658.18 feet; Thence South 89°09'32" East, 1,640.01 feet along the south line of said Section 11; Thence North 00°50'28" East, 30.00 feet departing from said south line to the northerly right-of-way line of W. Franklin Road and the **POINT OF BEGINNING**;

Thence N 00°35'47" E, 30.94 feet departing from said northerly right-of-way line;
Thence N 89°59'40" E, 94.75 feet;
Thence N 00°00'20" W, 420.10 feet;
Thence S 89°59'40" W, 23.49 feet;
Thence N 00°00'20" W, 893.40 feet;
Thence N 89°59'41" E, 20.00 feet;
Thence S 00°00'20" E, 873.40 feet;
Thence N 89°59'40" E, 23.49 feet;
Thence S 00°00'20" E, 460.10 feet;
Thence S 89°59'40" W, 94.96 feet;
Thence S 00°35'47" W, 11.23 feet to said northerly right-of-way line;
Thence N 89°09'32" W, 20.00 feet along said northerly right-of-way line to the **POINT OF BEGINNING**,
containing 0.67 acres, more or less.

END DESCRIPTION

This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS 16642

25 JAN 2021

Date

**CITY OF MERIDIAN WATER RE-USE EASEMENT
PARCEL A of RECORD OF SURVEY No. 12136
LEGAL DESCRIPTION**

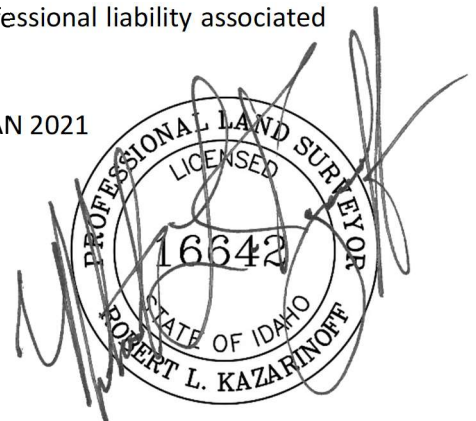


Exhibit "B"

Line Table		
Line #	Direction	Length
L1	N00°50'28"E	30.00'
L2	N00°35'47"E	30.94'
L3	S89°59'40"W	94.75'
L4	S89°59'40"W	23.49'
L5	N89°59'41"E	20.00'
L6	N89°59'40"E	23.49'
L7	S89°59'40"W	94.96'
L8	S00°35'47"W	11.23'
L9	N89°09'32"W	20.00'

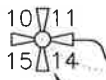
PARCEL A
Record of Survey
No. 12136

PARCEL B
Record of Survey
No. 12136

Ada County Highway District
Right-of-Way



Point of Beginning



Point of Commencement

1640.01' W. FRANKLIN RD.
S89°09'32"E 2658.18'

Legend

- Property Line
- - - Easement Line
- - - Section Line
- - - Adjacent Property Line
- ⊕ Section Corner
- ⊙ Quarter-Section Corner
- △ Calculated Position



Scale in Feet



J-U-B ENGINEERS, INC.
LAST UPDATE: 1/26/2021
FILE: 19070 COM H2O RE-USE ESMNT

WATER RE-USE EASEMENT CITY OF MERIDIAN

LOCATED IN THE SW 1/4, SECTION 11, T.3 N., R.1 W., B.M.
CITY OF MERIDIAN, ADA COUNTY, IDAHO