

Project Name (Subdivision):

Linder Village Subdivision

Water Main Easement Number: #2

Identify this Easement by sequential number if Project contains more than one Water Main easement.

(See Instructions for additional information).

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20__ between Winco Foods, 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: _____

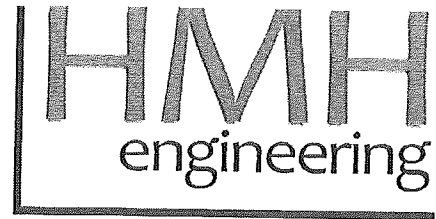


Exhibit A:

Linder Village Subdivision –Water Easement No. 2

A portion of land within the Midway Place Subdivision, recorded in Book 1 of Plats at Page 33 of the Ada County Records, in the North 1/2 of Northwest 1/4 of Section 25, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, a portion of the Grantor's parcels (granted under Warranty Deed Instrument No. 104009792 and Warranty Deed Instrument No. 11106778) more particularly described as follows:

COMMENCING at the Corner of Sections 23, 24, 25 and 26, monumented with a found Aluminum Cap as shown on CP&F Record 2017-072470 from which the Quarter Corner common to Sections 24 and 25 monumented with a 2" Aluminum Cap as shown on CP&F Record 2017-072469 bears South 89° 22' 30" East, 2669.54 feet;

- A. Thence South 00°55'10" West, 1328.81 feet to the Southwest Corner of the North 1/2 of the Northwest 1/4 monumented with a found 5/8" rebar with cap "PLS 7612";
 - B. Thence along the South line of the North 1/2 of the Northwest 1/4 (the North 1/16th line), South 89°25'01" East, 48.50 feet to the Easterly Right-of-Way of N. Linder Road and the Westerly boundary line of said Grantor's parcel, monumented by a found 5/8-inch rebar with cap stamped "PLS 7612";
 - C. Thence North 37°35'10" East, 408.28 feet to the Easterly line of a proposed Water and Sewer Easement, the **POINT OF BEGINNING**;
- 1. Thence along said Easterly line, North 21°52'04" West, 20.00 feet;
 - 2. Thence North 67°57'32" East, 59.53 feet;
 - 3. Thence South 89°20'01" East, 213.60 feet;
 - 4. Thence South 00°49'57" West, 33.89 feet to the proposed common line of Lots 2 and 12, Block 1 of Linder Village Subdivision;
 - 5. Thence along said common line North 89°09'10" West, 20.00 feet;
 - 6. Thence North 00°49'57" East, 13.83 feet;

Water Easement No 2 2020-04-14

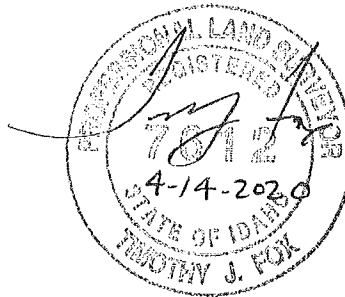
7. Thence North 89°20'01" West, 185.44 feet;
8. Thence South 21°52'04" East, 20.54 feet to said common line of said Lots 2 and 16;
9. Thence along said common line South 67°33'54" West, 20.00 feet;
10. Thence North 21°52'04" West, 22.25 feet;
11. Thence South 67°57'32" West, 39.35 feet to the **POINT OF BEGINNING**.

Containing 6,100 square feet or 0.140 acres, more or less.

Please reference the attached "Water Easement No. 2" sketch.

END OF DESCRIPTION.

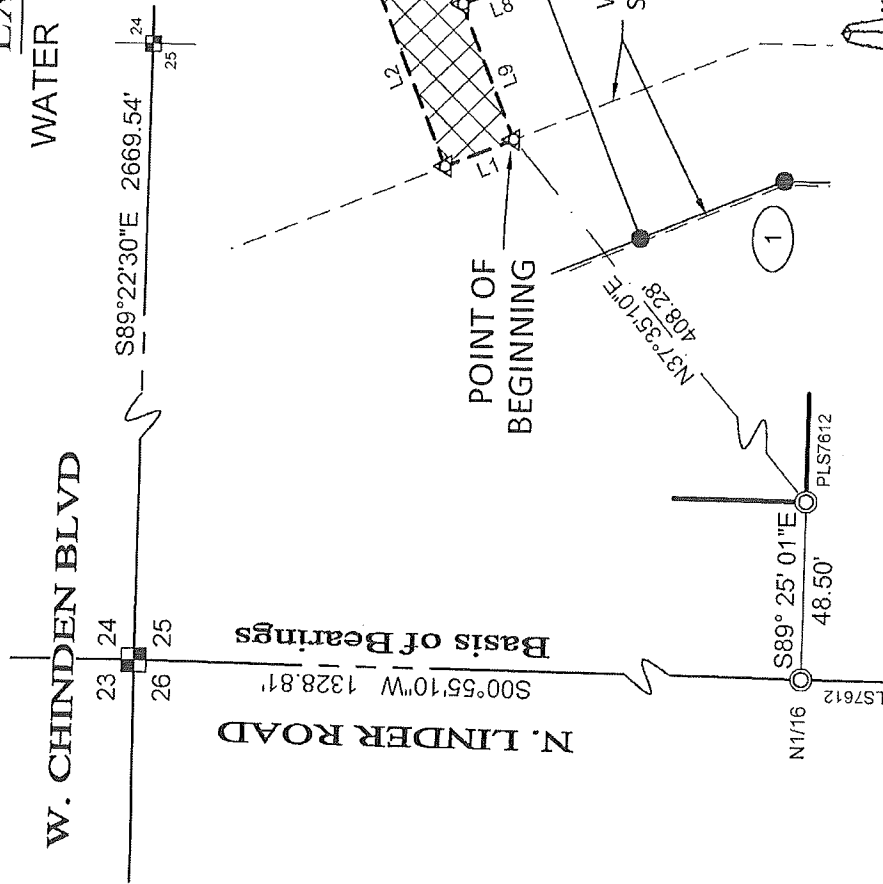
Prepared by:
Timothy J. Fox, ID PLS 7612
Senior Project Manager



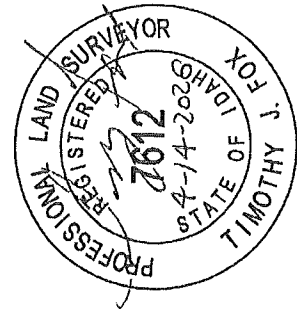
TJF:JR

EXHIBIT B

WATER EASEMENT No. 2



LINE	DIRECTION	LENGTH
L1	N21° 52' 04"W	20.00'
L2	N67° 57' 32"E	59.53'
L3	S00° 49' 57"W	33.89'
L4	N89° 09' 10"W	20.00'
L5	N00° 49' 57"E	13.83'
L6	S21° 52' 04"E	20.54'
L7	S67° 33' 54"W	20.00'
L8	N21° 52' 04"W	22.25'
L9	S67° 57' 32"W	39.35'
L10	N67° 33' 54"E	14.43'



LEGEND

- BOUNDARY LOT LINES
- SECTION
- NEW WINCO WATER EASEMENT
- WATER EASEMENT BY SEPARATE DOCUMENT
- TIE/DETAIL
- SURVEY MONUMENT
- CALCULATION POINT, NOTHING FOUND OR SET
- EASEMENT AREA