Project Name or Subdivision Name:			
Amilty Storage			
Water Main Easement Identify this Easement by sequenticessement of this type. See Instruction	Number: 02 al number if the project contains more than one ons/checklist for additional information.		
For Internal Use Only	ESMT-2024-0070		

## WATER MAIN EASEMENT

THIS Easement Agreement made this 14th day	<sub>of</sub> January	20 25 betw	reen
Open Door Rentals 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 rightof-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 thereofagainst 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: OPEN DOOR RENTALS LLC
STATE OF IDAHO)
County of Ada )
This record was acknowledged before me on May 10,20 (date) by Corey Barton (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 Open Door Rentals (name of entity on behalf of whom record was executed), in the following representative capacity: (type of authority such as officer or trustee)  Notary Stamp Below
ADAIR KOLTES Notary Public - State of Idaho Commission Number 30052 My Commission Expires 06-05-2028  My Commission Expires 06-05-2028

GRANTEE: CITY OF MERIDIAN		
Robert E. Simison, Mayor 1-14-2025		
Attest by Chris Johnson, City Clerk 1-14-2025		
STATE OF IDAHO, ) : ss.		
County of Ada )  This record was acknowledged before me and Chris Johnson on behalf of the City Clerk, respectively.	on (date) by of Meridian, in their capacities	Robert E. Simison as Mayor and City
Notary Stamp Below		
	Notary Signature My Commission Expires:	3-28-2028



## Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105 2030 S. Washington Ave., Emmett, ID 83617

## Amity Storage - City of Meridian Domestic Water Easement

**BASIS OF BEARINGS** for this description is N. 0°16′11″ E. between an aluminum cap marking the southwest corner of Section 31, and an aluminum cap marking the northwest corner of Section 31, both in T. 3 N., R. 1 E., B.M., Ada County, Idaho.

An easement located in Government Lot 1 of Section 31, T. 3 N., R. 1 E., B.M., Ada County, Idaho, more particularly described as follows:

COMMENCING at an aluminum cap marking the northwest corner of said Section 31;

Thence S. 85°52'46" E., 633.14 feet to the POINT OF BEGINNING;

Thence N. 89°20'31" E., parallel with the north line of said Government Lot 1, a distance of 35.06 feet;

Thence S. 40°18'02" E., 7.00 feet;

Thence S. 0°36'51' W., 27.65 feet;

Thence S. 89°08'18" E., 15.73 feet;

Thence S. 0°51'42" W., 20.00 feet;

Thence N. 89º08'18" W., 15.65 feet;

Thence S. 0°36'51" W., 19.95 feet;

Thence S. 23°06'51" W., 9.32 feet;

Thence S. 0°36'51" W., 521.71 feet;

Thence S. 89°26'08" E., 140.00 feet;

Thence N. 0°41'04" E., 30.60 feet;

Thence S. 89º18'56" E., 20.00 feet;

Thence S. 0º41'04" W., 50.56 feet;

Thence N. 89°26'08" W., 159.98 feet;

Thence S. 0°36'51" W., 54.80 feet;

Thence N. 89º22'50" W., 20.00 feet;

Thence N. 0°36'51" E., 24.20 feet;

Thence N. 89º22'32" W., 15.45 feet;

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Thence S. 1º26'43" E., 14.36 feet;

Thence S. 88°33'17" W., 20.00 feet;

Thence N. 1º26'43" W., 15.08 feet;

Thence N. 89°22'32" W., 7.35 feet;

Thence N. 78°54'15" W., 192.90 feet;

Thence N. 89°22'32" W., 31.80 feet;

Thence S. 0°37'28" W., 16.05 feet;

Thence N. 90°00'00" W., 20.00 feet;

Thence N. 0°37'28" E., 16.27 feet;

Thence N. 89°22'32" W., 189.81 feet;

Thence S. 0°35'27" W., 131.97 feet;

Thence S. 89009'42" E., 4.91 feet;

Thence S. 0°37'28" W., 20.00 feet;

Thence N. 89°09'42" W., 4.90 feet;

Thence S. 0°35'27" W., 53.91 feet;

Thence N. 89º16'22" W., 65.99 feet;

Thence N. 0º43'38" E., 20.77 feet;

Thence S. 89º16'22" E., 45.94 feet;

Thence N. 0°35'27" E., 205.08 feet;

Thence S. 89°22'32" E., 263.45 feet;

Thence S. 78°54'15" E., 192.90 feet;

Thence S. 89°22'32" E., 40.98 feet;

Thence N. 0°36'51" E., 297.87 feet;

Thence N. 89°22'20" W., 113.80 feet;

Thence S. 0°14'51" W., 24.27 feet;

Thence N. 89°45'09" W., 20.00 feet;

Thence N. 0°14'51" E., 24.40 feet;

Thence N. 89º22'20" W., 336.53 feet;

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Thence S. 0°10'48" W., 12.20 feet;

Thence N. 89°45'09" W., 20.00 feet;

Thence N. 0°13'19" E., 32.34 feet;

Thence S. 89º22'20" E., 490.46 feet;

Thence N. 0°36'51" E., 238.41 feet;

Thence N. 21°07′29" W., 9.27 feet;

Thence N. 0°36'51" E., 53.55 feet;

Thence N.  $40^{\circ}18'02''$  W., 19.30 feet to the **POINT OF BEGINNING**.

The above described easement contains 1.023 acres, more or less.

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SINITE OF BEAGUE

