

Project Name (Subdivision):

Sherwin Williams

Water Main Easement Number: 1

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 Yick Yee Family Company, LLP ("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

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.

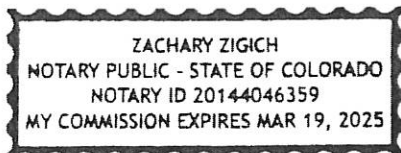
GRANTOR:

Adam Yee

Colorado
STATE OF ~~IDAHO~~)
Larimer) ss
County of ~~Ada~~)

This record was acknowledged before me on 3/21/23 (date) by Adam Yee
(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 Yick Yee Family Company, LLP
(name of entity on behalf of whom record was executed), in the following representative capacity: Partner (type of authority such as officer or trustee)

(stamp)



[Signature]
Notary Signature
My Commission Expires: 3/19/2025

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: _____

March 22, 2023
Project No. 22-122
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement over a portion of Lot 17, Block 2 of TM Creek Subdivision No. 2 (Book 112 of Plats, Pages 16402-16407), situated in the Northwest 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

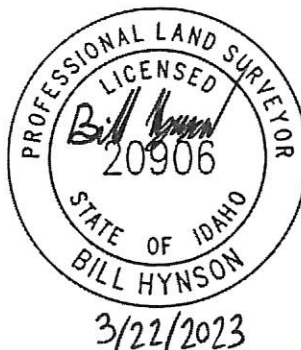
Commencing at a found 1/2-inch rebar marking the Southeast corner of said Lot 17, which bears S00°33'31"W a distance of 188.79 feet from a found 1/2-inch rebar marking the Northeast corner of said Lot 17, thence following the easterly boundary line of said Lot 17, N00°33'31"E a distance of 25.64 feet to an existing Access and Utilities Easement as described per Instrument No. 2017-106869;
Thence leaving said easterly boundary line and following said existing easement a distance of 44.12 feet along the arc of a curve to the left, said curve having a radius of 200.50 feet, a delta angle of 12°36'28", a chord bearing of S78°33'03"W and a chord distance of 44.03 feet to the **POINT OF BEGINNING**.

Thence following said existing easement, 21.43 feet along the arc of a curve to the left, said curve having a radius of 200.50 feet, a delta angle of 06°07'22", a chord bearing of S69°11'08"W and a chord distance of 21.42 feet;
Thence leaving said existing easement, N00°02'37"W a distance of 18.00 feet;
Thence N89°57'23"E a distance of 20.02 feet;
Thence S00°05'13"E a distance of 10.40 feet to the **POINT OF BEGINNING**.

Said parcel contains 280 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



LEGEND

- FOUND 1/2-INCH REBAR
- CALCULATED POINT
- BOUNDARY LINE
- - - ADJACENT BOUNDARY LINE
- - - EASEMENT LINE

NORTHEAST CORNER
LOT 17



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°02'37"W	18.00
L2	N89°57'23"E	20.02
L3	S00°05'13"E	10.40

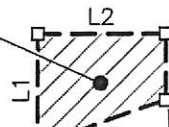
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	200.50'	44.12'	12°36'28"	S78°33'03"W	44.03'
C2	200.50'	21.43'	6°07'22"	S69°11'08"W	21.42'

S. Innovation Lane

ACCESS AND UTILITIES EASEMENT
PER INST. No. 2017-106869

Lot 17, Block 2
TM Creek Subdivision No. 2

EASEMENT AREA



POINT OF
BEGINNING

163.15'
N00°33'31"E 188.79'
BASIS OF BEARING

Lot 18
Block 2

25.64'
POINT OF
COMMENCEMENT
SOUTHEAST CORNER
LOT 17



0 30 60 90
Plan Scale: 1" = 30'

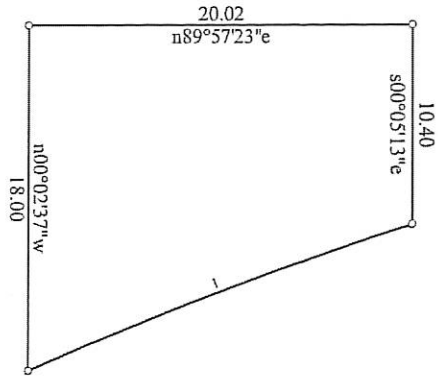
km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: March, 2023
PROJECT: 22-122

SHEET:
1 OF 1

Exhibit B City of Meridian Water Easement

A portion of Lot 17, Block 2 of TM Creek Subdivision No. 2, situated in the Northwest 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho



Title:		Date: 03-22-2023
Scale: 1 inch = 10 feet	File:	
Tract 1: 0.006 Acres: 280 Sq Feet: Closure = s36.5329w 0.01 Feet: Precision = 1/10517: Perimeter = 70 Feet		
001: Lt, R=200.50, Delta=06.0722 Bng=s69.1108w, Chd=21.42	003=n89.5723e 20.02	
002=n00.0237w 18.00	004=s00.0513e 10.40	