

**Project Name (Subdivision):**

Idaho Central Credit Union - Ten Mile Branch

**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 6th day of July, 2021 between Idaho Central Credit Union ("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.

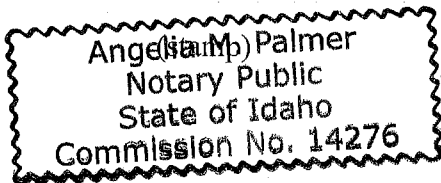
IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR: Idaho Central Credit Union

Kent Oram  
By: Kent Oram, Chief Executive Officer

STATE OF IDAHO )  
  ) ss  
County of Ada                    )  
  Bannock

This record was acknowledged before me on June 7, 2021 (date) by Kent Oram  
(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 Idaho Central Credit Union  
(name of entity on behalf of whom record was executed), in the following representative capacity: Chief Executive Officer (type of authority such as officer or trustee)



Angela M Palmer  
Notary Signature  
My Commission Expires: 5/4/2027

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 7-6-2021

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 7-6-2021

STATE OF IDAHO, )  
                          : ss.  
County of Ada     )

This record was acknowledged before me on 7-6-2021 (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: 3-28-2022

**EXHIBIT A**  
**Legal Description**  
**City of Meridian Water Easement**  
**ICCU – Ten Mile and Franklin Parcel**

An easement covering a portion of Lot 9, Block 2 of TM Creek Subdivision No. 2 as shown in Book 112 of Plats on Pages 16402 thru 16407, records of Ada County, Idaho, located in the NW ¼ of the NW ¼ of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of said NW ¼ of the NW ¼, from which an Aluminum Cap monument marking the southwest corner of the NW ¼ of said Section 14 bears S 0°33'33" W a distance of 2658.39 feet;

Thence S 0°33'33" W along the westerly boundary of said NW ¼ of the NW ¼ a distance of 392.01 feet to a point;

Thence leaving said westerly boundary S 89°26'50" E a distance of 48.00 feet to a 5/8 inch diameter rebar marking the southwest corner of said Lot 9;

Thence continuing S 89°26'50" E along the southerly boundary of said Lot 9 a distance of 148.39 feet to a point;

Thence leaving said boundary N 0°00'00" E a distance of 25.50 feet to a point on the northerly boundary of an existing Ingress/Egress, Public Utilities and Emergency Access Easement per Instrument No. 2015-104241, records of Ada County, Idaho, the **POINT OF BEGINNING**;

Thence leaving said existing easement boundary and continuing N 0°00'00" E a distance of 94.24 feet to a point;

Thence S 90°00'00" E a distance of 10.00 feet to a point;

Thence S 0°00'00" W a distance of 84.19 feet to a point;

Thence S 90°00'00" E a distance of 6.91 feet to a point;

Thence S 0°00'00" W a distance of 10.22 feet to a point on the northerly boundary of said existing easement per Instrument No. 2015-104241;

Thence N 89°26'50" W along said existing easement boundary a distance of 16.91 feet to the **POINT OF BEGINNING**.

This easement contains 1,013 square feet (0.023 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
May 27, 2021

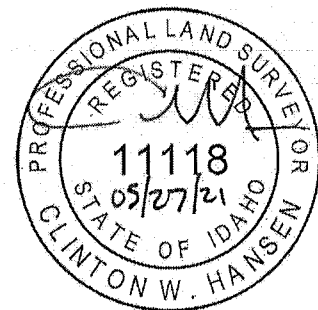
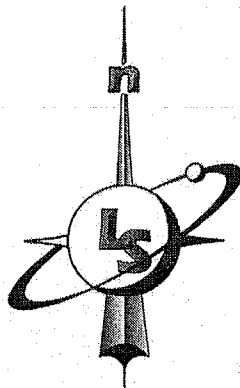
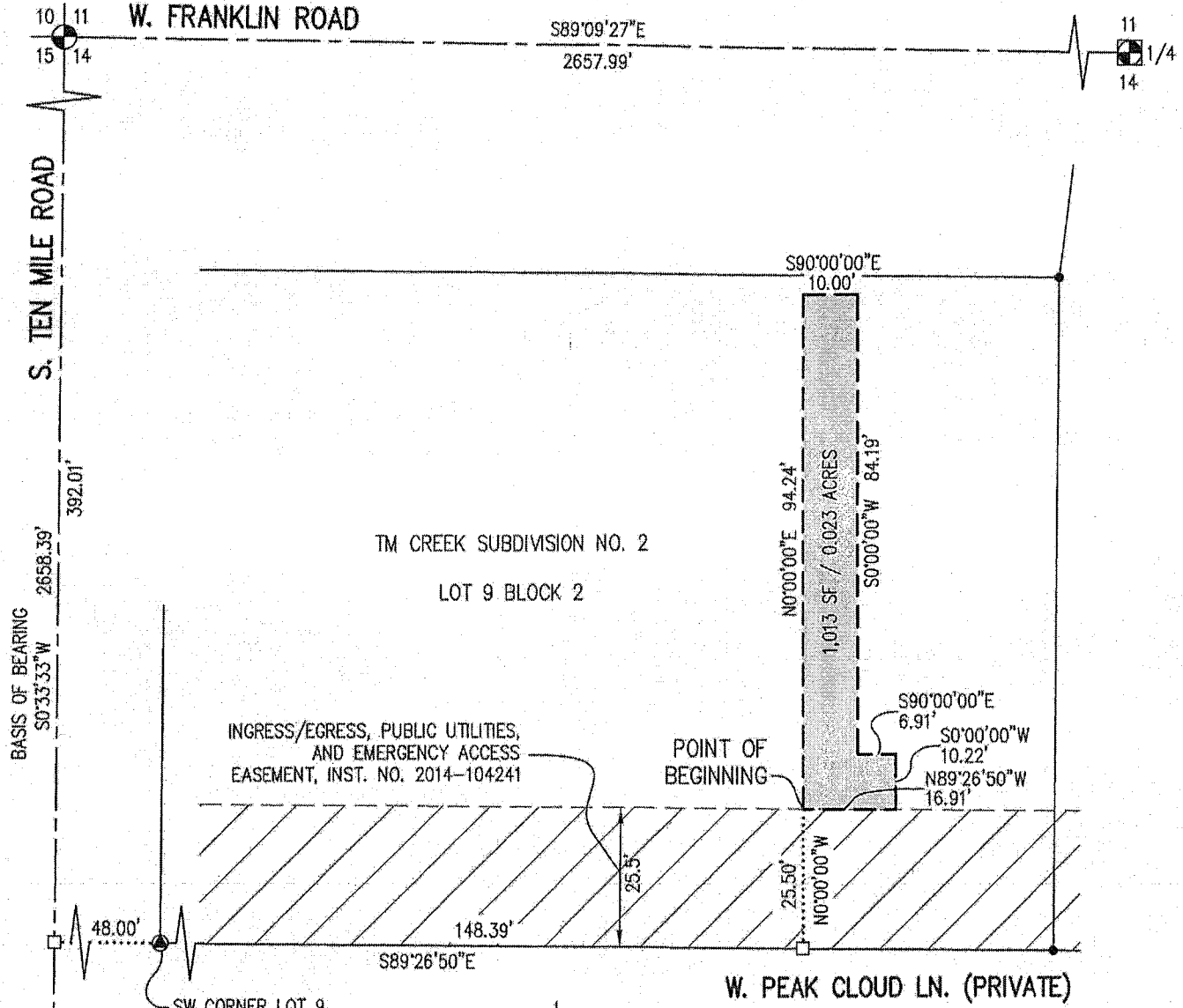


EXHIBIT B

# CITY OF MERIDIAN WATER EASEMENT

## ICCU TEN MILE AND FRANKLIN PARCEL

LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 14, T.3N., R.1W., B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO



### LandSolutions

Land Surveying and Consulting

231 E. 5TH ST., STE. A  
MERIDIAN, ID 83642  
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JOB NO. 19-105