

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20____ between Epic Development Idaho II, 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: _____

Water Main Easement Exhibit A

Precision Storage

PROPERTY DESCRIPTION FOR UTILITY EASEMENT

A parcel of land lying in the NW1/4 NW1/4 of Section 24, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a Brass Cap marking the North West corner of said Section 24 ; thence ; thence S.89°33'34"E., along the North line of said Section 24, 545.35 feet to a point, thence S.00°15'00"W. 59.98 feet to a point lying on the Southerly Right of Way of Overland Rd., thence S.89°33'34"E 196.02 feet to a point, said point being the POINT OF BEGINNING;

Thence S.00°27'14"E. 15.11 feet to a point;

Thence S.50°43'32"W. 33.25 feet to a point;

Thence S.39°16'28"E. 40.73 feet to a point;

Thence S.03°13'28"E. 137.35 feet to a point;

Thence S.02°56'28"E. 15.54 feet to a point;

Thence S.03°33'19"E. 362.59 feet to a point;

Thence S.01°42'15"W. 30.60 feet to a point;

Thence S.88°36'29"E. 34.87 feet to a point;

Thence N.01°23'31"E. 20.00 feet to a point;

Thence N.88°36'29"W. 14.76 feet to a point;

Thence N.01°42'15"E. 11.40 feet to a point;

Thence N.03°33'19"W. 363.40 feet to a point;

Thence N.02°56'28"W. 15.48 feet to a point;

Thence N.03°13'28"W. 129.25 feet to a point;

Thence N.00°27'14"W. 74.55 feet to a point;

Thence N.89°33'34"W, along the Southerly right of way of Overland Rd, 20.00 feet to the POINT OF BEGINNING.

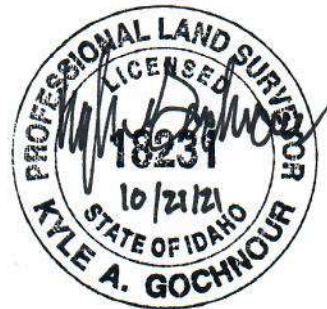


EXHIBIT DRAWING SHOWING A UTILITY
EASEMENT OVER A PARCEL OF LAND
LYING IN THE NW 1/4 NW 1/4 OF
SECTION 24, T.3N., R.1W., B.M., ADA
COUNTY IDAHO, 2021

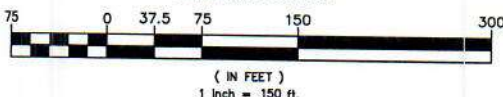


Line #	Length	Direction
L1	15.11'	S0° 27' 14"E
L2	33.25'	S50° 43' 32"W
L3	40.73'	S39° 16' 28"E
L4	15.54'	S2° 56' 28"E
L5	30.60'	S1° 42' 15"W
L6	34.87'	S88° 36' 29"E
L7	20.00'	N1° 23' 31"E
L8	14.76'	N88° 36' 29"W
L9	11.40'	N1° 42' 15"E
L10	15.48'	N2° 56' 28"W
L11	74.55'	N0° 27' 14"W
L12	20.00'	N89° 33' 34"W
L13	39.17'	S89° 33' 34"E

LEGEND

	SECTION LINE
	PROPERTY BOUNDARY
	EASEMENT
	FOUND 5/8" IRON PIN
	FOUND BRASS CAP
	FOUND 1/2" IRON PIN
	CALCULATED POINT-NOT SET
	BROKEN LINE

GRAPHIC SCALE



J.J. HOWARD

MAPPING / SURVEYING

30613 N. STATE ST., STE. B / Boise, Idaho 83703 (208) 948-0437

DATE:
10/21/2021

DESIGN BY:
KAG



SHEET: OF
1 1

SCALE:
1" = 150'

DRAWN BY:
KAG

DRAWING NO.
210204

PRECISION STORAGE

UTILITY EASEMENT EXHIBIT DRAWING