

<p>Project Name (Subdivision): U-Haul Moving & Storage LDIR-2022-</p> <p>Sanitary Sewer & Water Main Easement Number: <u>1</u></p> <p>Identify this Easement by sequential number if Project contains more than one easement of this type. (See Instructions for additional information).</p>

ESMT-2024-0115

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of _____ 20__ between Amerco Real Estate COMPANY (“Grantor”) and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water 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 sanitary sewer and 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 sanitary sewer and 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.

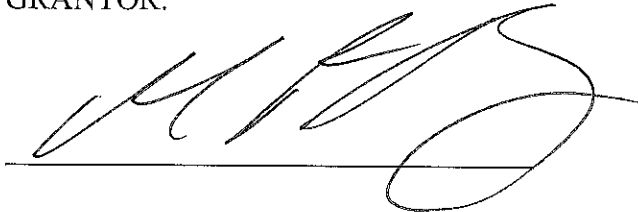
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or 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.

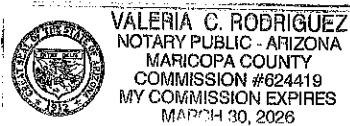
GRANTOR: Amerco Real Estate Company

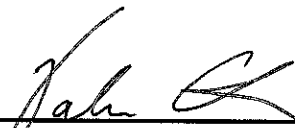


ARIZONA
STATE OF IDAHO)
Maricopa) SS
County of Ada)

This record was acknowledged before me on 3/27/2023 (date) by Matthew F Brack (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 Amerco Real Estate Company of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)

(stamp)





Notary Signature
My Commission Expires: 3/30/2026

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"
City of Meridian Sanitary Sewer Easement
Description For
U-Haul – 1250 East Overland Rd.

The following Describes a Twenty foot (20.0') Wide Strip of Land for the Purpose of a Sanitary Sewer Easement being a portion of Parcel "A" of Record of Survey No. 6228, Records of Ada County, Idaho lying in a portion of the Southeast 1/4 of Section 18, Township 3 North., Range 1 East., B.M., City of Meridian, Ada County, Idaho, and more particularly Described as follows:

COMMENCING at the South 1/4 of Section 18, Township 3 North., Range.1 East., B.M., From which, the Southeast Corner of said Section 18 bears, North 89°43'00" East, 2,649.09 feet; Thence along the Southerly Boundary Line of the Southeast 1/4 of said Section 18, North 89°43'00" East, 1,866.31 feet; Thence leaving said Southerly Boundary Line, North 00°15'42" West, 209.34 feet to a point on the Southwesterly Boundary Line of a Certain existing Sanitary Sewer Easement Recorded as Instrument No. 9269084, Records of Ada County, Idaho; Thence along the Southwesterly Boundary Line of said Certain Sanitary Sewer Easement, North 29°04'02" West, 334.58 feet to the **POINT OF BEGINNING**:

Thence, leaving the Southwesterly Boundary Line of said Certain Sanitary Sewer Easement, South 22°42'43" West, 21.76 feet;

Thence, North 67°17'17" West, 20.00 feet;

Thence, North 22°42'43" East, 37.51 feet to the Southwesterly Boundary Line of said Certain Sanitary Sewer Easement;

Thence along the Southwesterly Boundary Line of said Certain Sanitary Sewer Easement, South 29°04'02" East, 25.26 feet to the **POINT OF BEGINNING**:

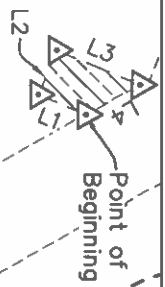
The above described Strip of Land Contains 590 Sq. Ft., more or less.



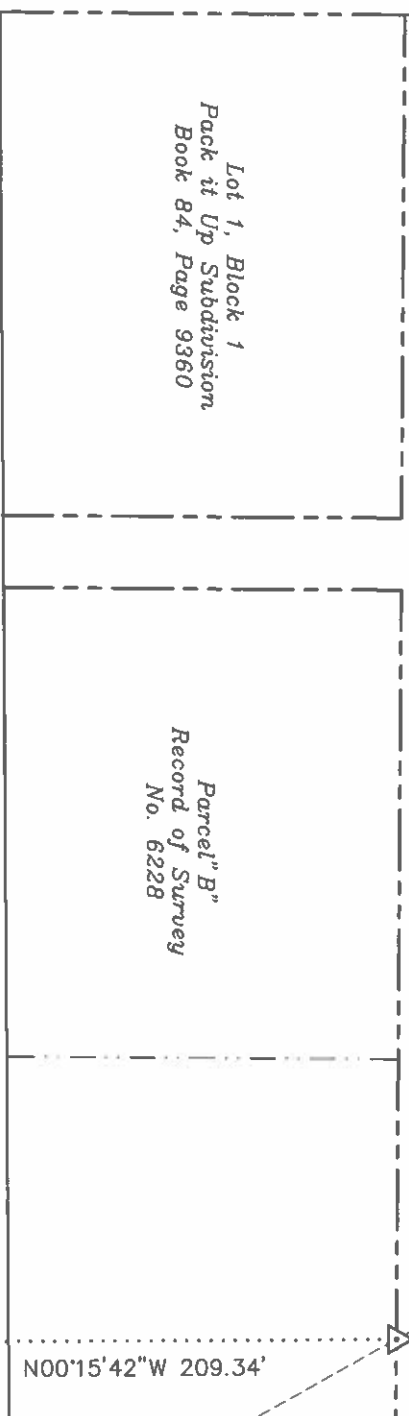
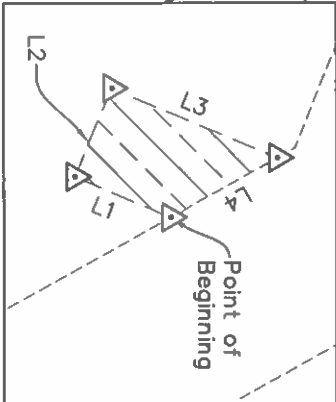


Legend

- Found Aluminum Cap
- Calculated Point
- Right-of-Way Line
- Section Line
- Property Boundary Line
- Centerline
- Lot/Parcel Line of Record
- City of Meridian Sewer Easement



Line Table		
Line	Bearing	Length
L1	S22°42'43"W	21.76'
L2	N67°17'17"W	20.00'
L3	N22°42'43"E	37.51'
L4	S29°04'02"E	25.46'



18 19
 E Overland Rd. 1866.31'
 N89°43'00"E 2649.09'
 Basis of Bearings
 1889.43'00"E 2649.09'
 40.00'
 40.00'
 40.00'
 782.78'
 18 17 19 20
 S. Locust Grove Rd.

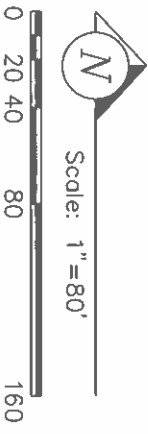
Lot 1, Block 1
 Pack it Up Subdivision
 Book 84, Page 9360

Parcel "A"
 Record of Survey
 No. 6228

Parcel "B"
 Record of Survey
 No. 6228

Existing Sanitary Sewer
 Easement Insl. No. 9269084
 N29°04'02"W 334.58'

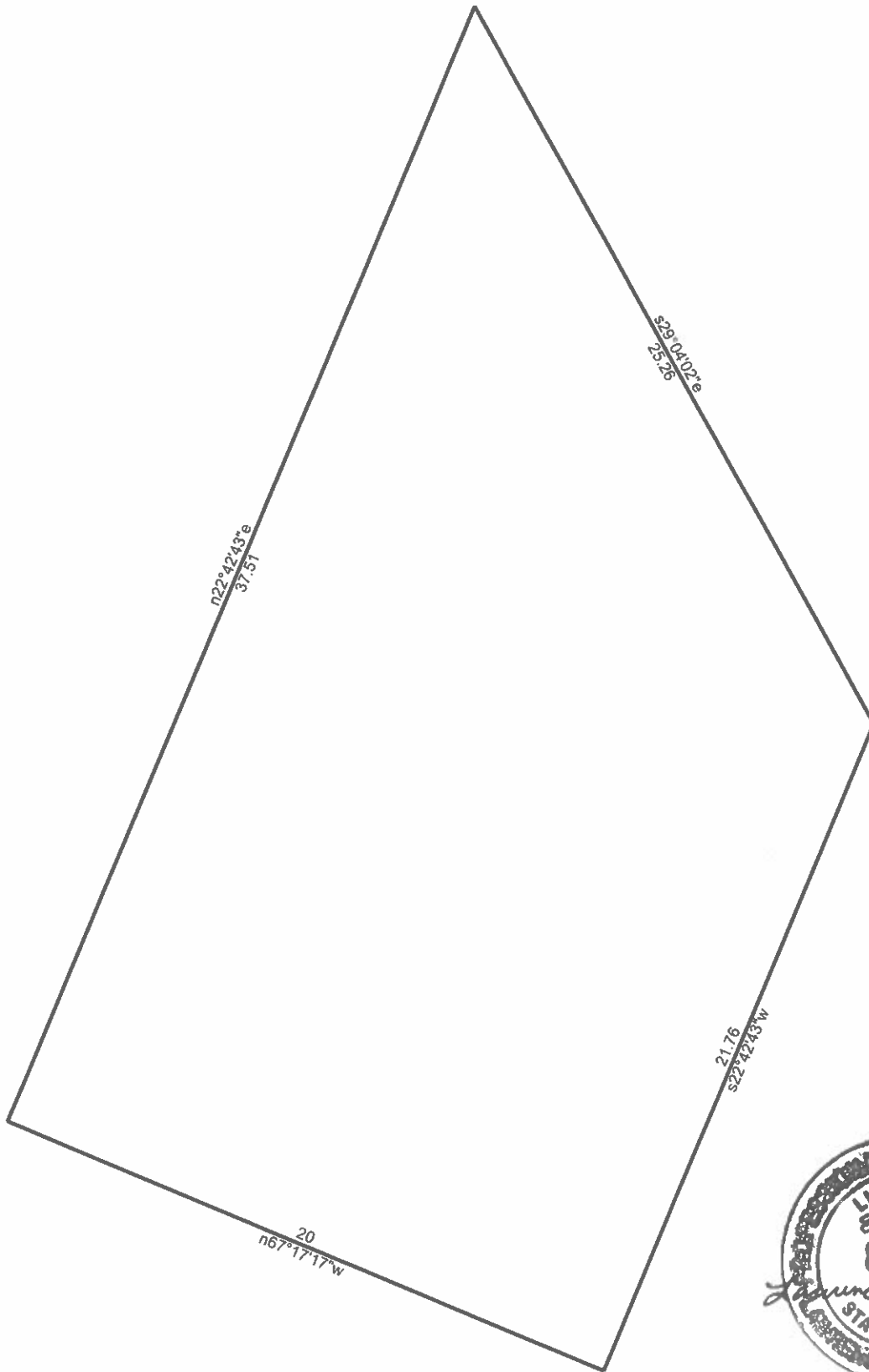
N00°15'42"W 209.34'



IDAHO SURVEY GROUP, LLC
 9839 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 848-8570

Exhibit "B"
 City of Meridian Sewer Easement
 For U-haul 1250 East Overland Rd.
 Located in the SE 1/4 of Section 18,
 T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho.

Job No. 23-329-01
 Sheet No. 1
 Dwg. Date 8/15/2024



City of Meridian Sanitary Sewer Easement Description

8/15/2024

Scale: 1 inch= 5 feet

File:

Tract 1: 0.0136 Acres (590 Sq. Feet), Closure: s29.0709e 0.20 ft. (1/530), Perimeter=105 ft.

- 01 s22.4243w 21.76
- 02 n67.1717w 20
- 03 n22.4243e 37.51
- 04 s29.0402e 25.26

Exhibit "A"
City of Meridian Water Easement
Description For
U-Haul – 1250 East Overland Rd.

The following Describes a Parcel of Land for the Purpose of a Water Easement being a portion of Lot 1, Block 1 of Pack it Up Subdivision as filed for Record in Book 84 of Plats at Page 9360, Records of Ada County, Idaho lying in a portion of the Southeast 1/4 of Section 18, Township 3 North., Range 1 East., B.M., City of Meridian, Ada County, Idaho, and more particularly Described as follows:

COMMENCING at the South 1/4 of Section 18, Township 3 North., Range.1 East., B.M., From which, the Southeast Corner of said Section 18 bears, North 89°43'00" East, 2,649.09 feet; Thence along the Southerly Boundary Line of the Southeast 1/4 of said Section 18, North 89°43'00" East, 1484.55 feet; Thence leaving said Southerly Boundary Line, North 00°15'42" West, 48.00 feet to the Northerly Right of Way Line of East Overland Road, the **POINT OF BEGINNING**:

Thence, leaving the Northerly Right of Way Line of East Overland Road, North 00°17'00" West, 9.00 feet;

Thence along a Line being 9.00 feet Northerly of and parallel with the Northerly Right of Way Line of East Overland Road, North 89°43'00" East, 20.00 feet;

Thence leaving said parallel Line, South 00°17'00" East, 9.00 feet to the Northerly Right of Way Line of East Overland Road;

Thence along said Northerly Right of Way Line, South 89°43'00" West, 20.00 feet to the **POINT OF BEGINNING**:

The above described Parcel of Land Contains 180 Sq. Ft., more or less.



Parcel "A"
Record of Survey
No. 6228

- Legend**
- Found Aluminum Cap
 - ▲ Calculated Point
 - Right-of-Way Line
 - - - Section Line
 - · - · - Property Boundary Line
 - · - · - Lot/Parcel Line of Record
 - ▨ City of Meridian Water Easement

Lot 1, Block 1
Pack it Up Subdivision
Book 84, Page 9360

Line Table		
Line	Bearing	Length
L1	N00°15'42"W	48.00'
L2	N00°17'00"W	9.00'
L3	N89°43'00"E	20.00'
L4	S00°17'00"E	9.00'
L5	S89°43'00"W	20.00'

Parcel "B"
Record of Survey
No. 6228

Point of Beginning



E Overland Rd.
1484.55'

N89°43'00"E 2649.09'
Basis of Bearings

1164.54'

S. Locust Grove Rd.

8 19 17 19 20



Scale: 1" = 20'

0 5 10 20 40

P:\W-haul Overland 23-329.dwg 23-329 Water Easement.dwg 8/15/2024 11:31:42 AM

IDAHO SURVEY GROUP, LLC
9939 W EMERALD ST.
BOISE, IDAHO 83704
(208) 946-8870

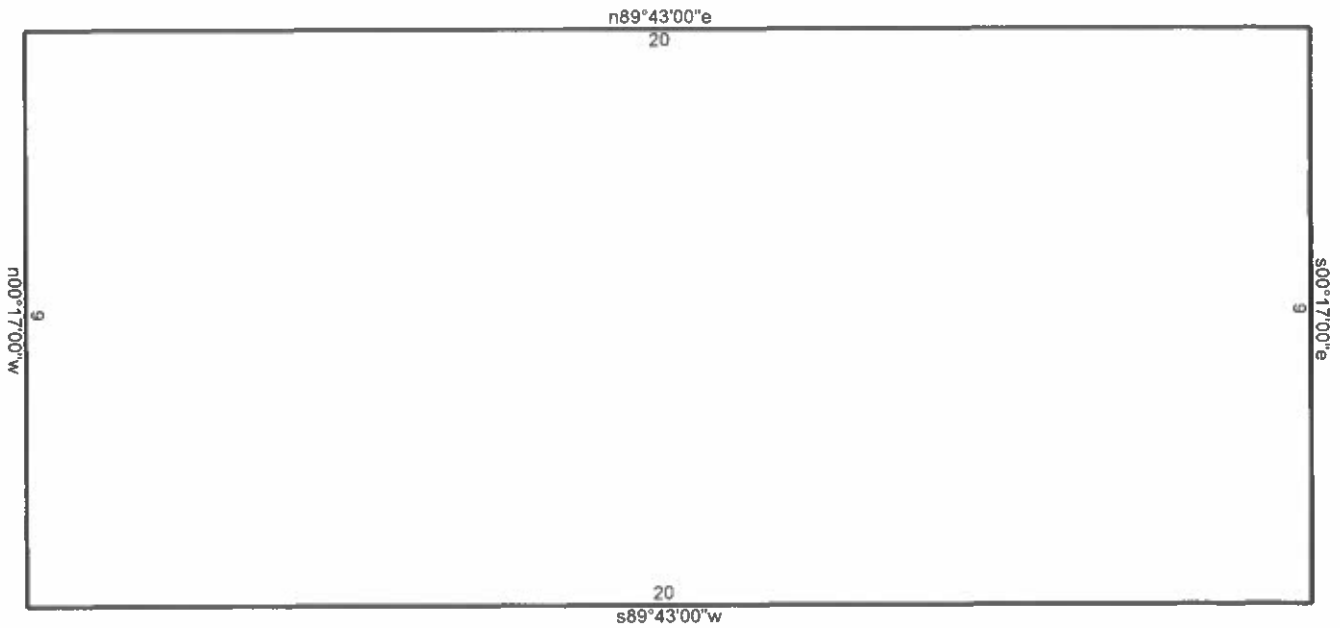
Exhibit "B"
City of Meridian Water Easement
For U-haul 1250 East Overland Rd.
Located in the SE 1/4 of Section 18,
T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho.

Job No.
23-329-01

Sheet No.
1

Dwg. Date
8/14/2024





City of Meridian Water Easement Description

8/14/2024

Scale: 1 inch= 3 feet

File:

Tract 1: 0.0041 Acres (180 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=58 ft.

- 01 n00.1700w 9
- 02 n89.4300e 20
- 03 s00.1700e 9
- 04 s89.4300w 20