

ESMT-2022-0115  
355 Ten Mile Stor-it  
Water Main Easement No. 2

**WATER MAIN EASEMENT**

THIS Easement Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Stor-It Self Storage, 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

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.

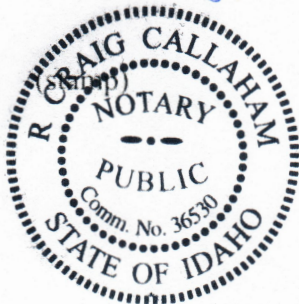
GRANTOR: Stor-It Self Storage, LLC

*[Signature]*

Curtis W. Hurless, Construction Dev. Head, Asset & Project Mngr.

STATE OF IDAHO )  
 ) ss  
County of Ada )

This record was acknowledged before me on 1/31/22 (date) by CW Horless (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 STOR-IT Self Storage (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)



Notary Signature \_\_\_\_\_  
My Commission Expires: 7/27/2025

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: \_\_\_\_\_

**EXHIBIT "A"**  
**WATER MAIN EASEMENT**  
**IN FAVOR OF THE CITY OF MERIDIAN**

An easement for a water main, across a portion of the Parcel of land described in Warranty Deed Instrument No. 101115511 said Parcel also shown as Parcel "A" on Record of Survey No. 5576, Instrument Number 101108209, Ada County Records, situated in the SE ¼ of Section 10, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, said easement being more particularly described as follows:

Commencing at the Southeast corner of said Section 10; thence along the East line of said Section, North 00°27'06" East 1354.18 feet to a point; thence leaving said East line

North 89°56'18" West 48.00 feet to the Westerly right-of-way line of Ten Mile Road; thence along the south line of an existing water main easement recorded as, Instrument Number 99036695, Ada County Records

North 89°56'18" West 757.75 feet to the point being the southwest corner of said existing easement, said point being the **POINT OF BEGINNING**; thence

North 89°35'30" West 130.40 feet to a point; thence

South 46°08'10" West 101.85 feet to a point; thence

North 88°51'50" West 441.66 feet to a point; thence

South 46°08'10" West 30.57 feet to a point; thence

South 01°08'10" West 110.57 feet to a point; thence

South 46°08'10" West 41.76 feet to a point; thence

North 88°51'50" West 41.47 feet to a point on the west line of said Parcel A; thence along said west line

North 01°08'10" East 20.00 feet to a point; thence leaving said west line

South 88°51'50" East 33.19 feet to a point; thence

North 46°08'10" East 25.19 feet to a point; thence

North 01°08'10" East 110.57 feet to a point; thence

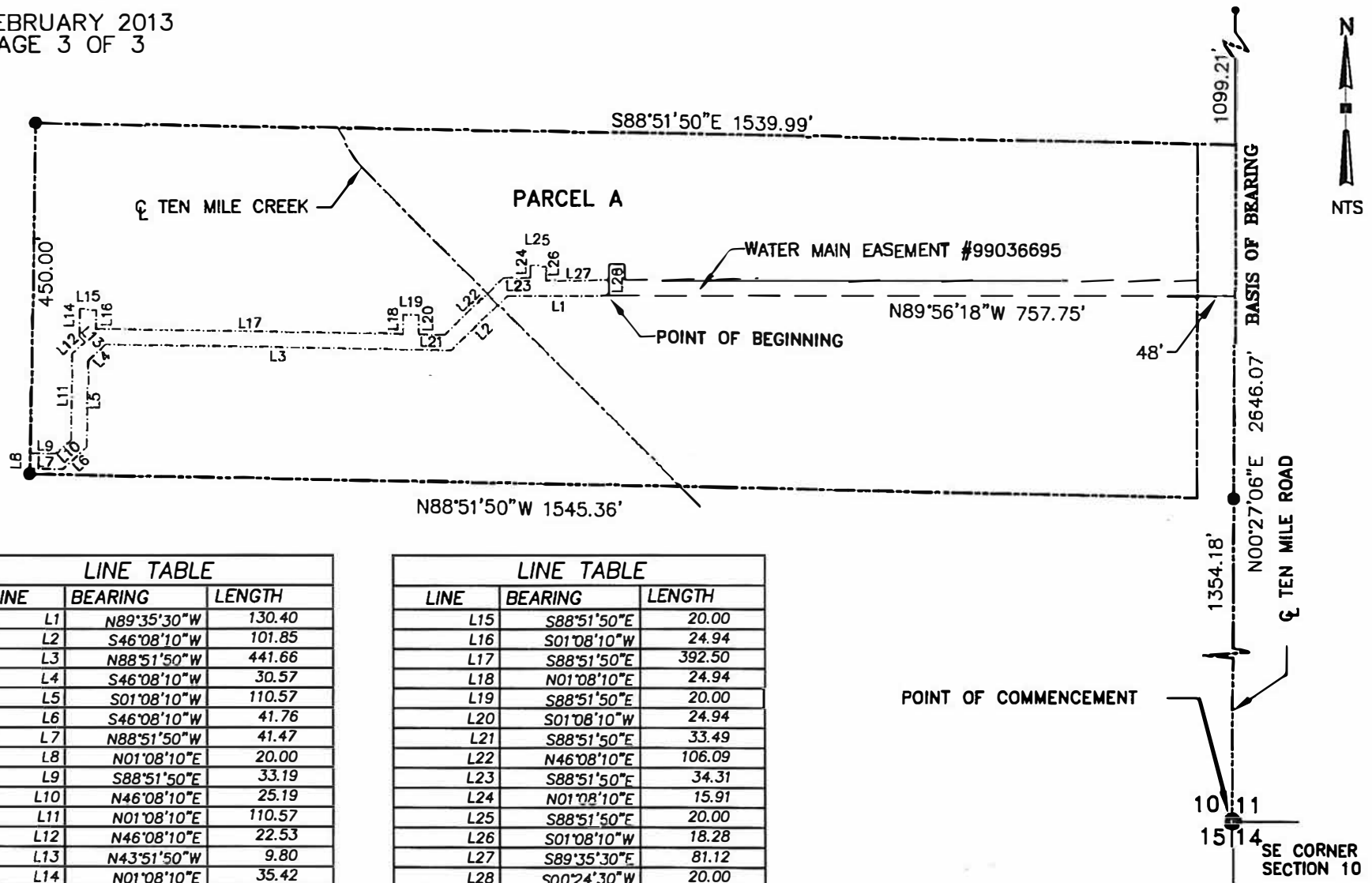
North 46°08'10" East 22.53 feet to a point; thence



North 43°51'50" West 9.80 feet to a point; thence  
North 01°08'10" East 35.42 feet to a point; thence  
South 88°51'50" East 20.00 feet to a point; thence  
South 01°08'10" West 24.94 feet to a point; thence  
South 88°51'50" East 392.50 feet to a point; thence  
North 01°08'10" East 24.94 feet to a point; thence  
South 88°51'50" East 20.00 feet to a point; thence  
South 01°08'10" West 24.94 feet to a point; thence  
South 88°51'50" East 33.49 feet to a point; thence  
North 46°08'10" East 106.09 feet to a point; thence  
South 88°51'50" East 34.31 feet to a point; thence  
North 01°08'10" East 15.91 feet to a point; thence  
South 88°51'50" East 20.00 feet to a point; thence  
South 01°08'10" West 18.28 feet to a point; thence  
South 89°35'30" East 81.12 feet to a point on the west line of said existing easement; thence  
South 00°24'30" West 20.00 feet along said west line of the existing easement to  
the **POINT OF BEGINNING.**

Said easement contains: 19,679 square feet or 0.45 acres, more or less.





LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°35'30"W	130.40
L2	S46°08'10"W	101.85
L3	N88°51'50"W	441.66
L4	S46°08'10"W	30.57
L5	S01°08'10"W	110.57
L6	S46°08'10"W	41.76
L7	N88°51'50"W	41.47
L8	N01°08'10"E	20.00
L9	S88°51'50"E	33.19
L10	N46°08'10"E	25.19
L11	N01°08'10"E	110.57
L12	N46°08'10"E	22.53
L13	N43°51'50"W	9.80
L14	N01°08'10"E	35.42

LINE TABLE		
LINE	BEARING	LENGTH
L15	S88°51'50"E	20.00
L16	S01°08'10"W	24.94
L17	S88°51'50"E	392.50
L18	N01°08'10"E	24.94
L19	S88°51'50"E	20.00
L20	S01°08'10"W	24.94
L21	S88°51'50"E	33.49
L22	N46°08'10"E	106.09
L23	S88°51'50"E	34.31
L24	N01°08'10"E	15.91
L25	S88°51'50"E	20.00
L26	S01°08'10"W	18.28
L27	S89°35'30"E	81.12
L28	S00°24'30"W	20.00

# EXHIBIT B TEN MILE STOR-IT MERIDIAN WATER MAIN EASEMENT