Project Name or Subdivision Name:			
Public Storage Meridian Ten Mile			
	Number: 1 al number if the project contains more than one titions/checklist for additional information.		
For Internal Use Only	ESMT-2025-0127		

WATER MAIN EASEMENT

THIS Easement Agreement made this 28th day	of October	_ 20 <u>25</u> _ between	
PS Mountain West LLC	("Grantor") and the C	ity of Meridian, an Id	laho 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 conveyed to Grantee; 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 other appurtenances to such water mains, together with their maintenance, repair and replacement with the free right of access to such facilities at any and all times. Grantee shall make reasonable efforts to minimize any disruption to Grantor's use of its property while performing such maintenance, repair, or replacement work.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, its 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 shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs. Grantor reserves the right to utilize its property for all other purposes not inconsistent herewith including without limitation, the installation of paved or unpaved

areas for parking of vehicles, landscaping (provided such landscaping is not deep rooted) and irrigation.

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 an 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.

Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party. With respect to any claim or action arising out of any performance under or pursuant to this Easement Agreement, each party shall only be liable for payment of that portion of any and all claims, liabilities, costs, expenses, demands, settlements, or judgments resulting from its own acts or omissions.

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:	
PS Mountain West, LLC	
Charon Linder, vice preside	ient
STATE OF IDAHO)	
County of Ada) ss	
(name of individual), [completed the following if signing in an	before me on(date) by lethe following if signing in a representative capacity, or strike the third transfer to the significant transfer transfer to the significant transfer
(name of entity on behalf of v	whom record was executed), in the following representative
Notary Stamp Below	(type of authority such as officer of trustee)
	Notary Signature
	My Commission Expires:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA	}
COUNTY OF LOS ANGELES	} S.S.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

SARAH YOU
Notary Public - California
Los Angeles County
Commission # 2471788
My Comm. Expires Nov 14, 2027

(Notary Seal)

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor 10-28-2025	
Attest by Chris Johnson, City Clerk 10-28-2025	
STATE OF IDAHO,) : ss.	
	10-28-2025 n (date) by Robert E. Simison leridian, in their capacities as Mayor and City Clerk,
Notary Stamp Below	
	Notary Signature 3-28-2028 My Commission Expires:



LEGAL DESCRIPTION

TUESDAY, OCTOBER 14, 2025 PROJECT NUMBER: 21-226

WATER LINE EASEMENT

TEM MILE STORAGE

A 20 FOOT WIDE WATER LINE EASEMENT SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY IDAHO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 34, AS RECORDED IN INSTRUMENT NUMBER 2020-162066 ON THE RECORDS OF ADA COUNTY, AND RUNNING THENCE NORTH 89°16'49" WEST 48.93 FEET ALONG THE EAST-WEST QUARTER SECTION LINE, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TEN-MILE ROAD, THENCE NORTH 0°43'11" EAST 7.38 FEET, ALONG SAID RIGHT-OF-WAY, TO THE POINT OF BEGINNING;

THENCE NORTH 89°16'39" WEST 1179.86 FEET; THENCE SOUTH 0°43'21" WEST 6.70 FEET; THENCE NORTH 89°14'46" WEST 26.97 FEET; THENCE NORTH 0°43'21" EAST 6.68 FEET; THENCE NORTH 89°16'39" WEST 67.99 FEET, TO THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 34: THENCE NORTH 0°48'05" EAST 20.00 FEET, ALONG SAID NORTH-SOUTH QUARTER SECTION THENCE SOUTH 89°16'39" EAST 346.96 FEET; THENCE NORTH 0°43'21" EAST 16.64 FEET; THENCE SOUTH 89°16'39" EAST 23.00 FEET; THENCE SOUTH 0°43'21" WEST 16.64 FEET; THENCE SOUTH 89°16'39" EAST 208.42 FEET; THENCE NORTH 0°43'21" EAST 170.45 FEET, TO THE SOUTH LINE OF AN EXISTING ROADWAY EASEMENT: THENCE SOUTH 58°37'30" EAST 23.25 FEET, ALONG SAID ROADWAY EASEMENT; THENCE SOUTH 0°43'21" WEST 158.60 FEET; THENCE SOUTH 89°16'39" EAST 155.00 FEET; THENCE NORTH 0°43'21" EAST 17.27 FEET; THENCE SOUTH 89°16'39" EAST 20.00 FEET; THENCE SOUTH 0°43'21" WEST 17.27 FEET; THENCE SOUTH 89°16'39" EAST 205.33 FEET; THENCE NORTH 0°43'21" EAST 16.51 FEET; THENCE SOUTH 89°16'39" EAST 20.00 FEET;

PREPARED BY: NATHAN B. WEBER, PLS

THENCE SOUTH 0°43'21" WEST 16.51 FEET;

THENCE SOUTH 89°16'39" EAST 73.17 FEET;

THENCE NORTH 0°41'48" EAST 17.98 FEET;

THENCE SOUTH 89°16'39" EAST 20.00 FEET;

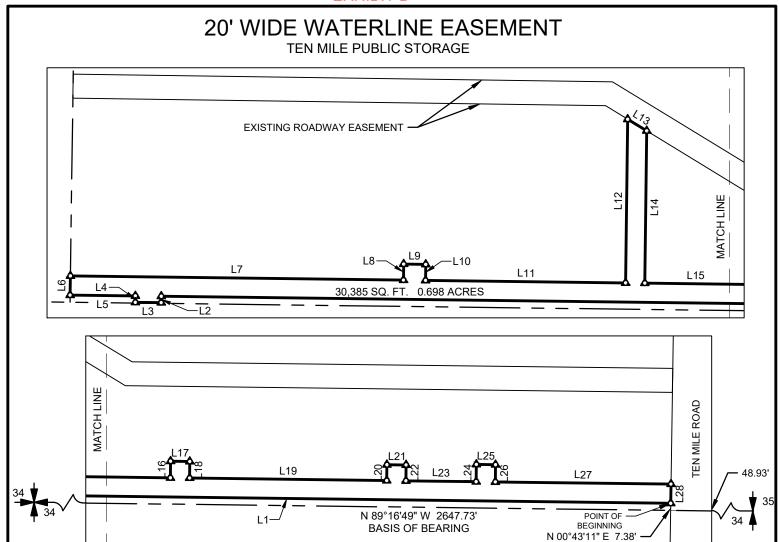
THENCE SOUTH 0°41'48" WEST 17.98 FEET;

THENCE SOUTH 89°16'39" EAST 182.91 FEET, TO SAID WESTERLY RIGHT-OF-WAY FOR TEN-MILE ROAD;

THENCE SOUTH 0°43'32" WEST 20.00 FEET, ALONG SAID RIGHT-OF-WAY FOR TEN-MILE ROAD, TO THE POINT OF BEGINNING;

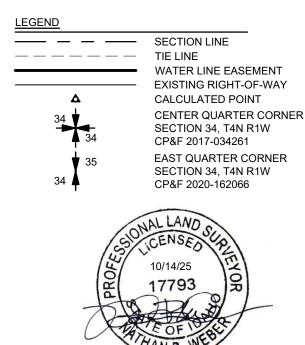
CONTAINS 30,385 SQ. FT. OR 0.698 ACRES





Line Table		
Line #	Length	Direction
L1	1179.86'	N 89°16'39" W
L2	6.70'	S 00°43'21" W
L3	26.97'	N 89°14'46" W
L4	6.68'	N 00°43'21" E
L5	67.99'	N 89°16'39" W
L6	20.00'	N 00°48'05" E
L7	346.96'	S 89°16'39" E
L8	16.64'	N 00°43'21" E
L9	23.00'	S 89°16'39" E
L10	16.64'	S 00°43'21" W
L11	208.42'	S 89°16'39" E
L12	170.45'	N 00°43'21" E
L13	23.25'	S 58°37'30" E
L14	158.60'	S 00°43'21" W

Line Table		
Line #	Length	Direction
L15	155.00'	S 89°16'39" E
L16	17.27'	N 00°43'21" E
L17	20.00'	S 89°16'39" E
L18	17.27'	S 00°43'21" W
L19	205.33'	S 89°16'39" E
L20	16.51'	N 00°43'21" E
L21	20.00'	S 89°16'39" E
L22	16.51'	S 00°43'21" W
L23	73.17'	S 89°16'39" E
L24	17.98'	N 00°41'48" E
L25	20.00'	S 89°16'39" E
L26	17.98'	S 00°41'48" W
L27	182.91'	S 89°16'39" E
L28	20.00'	S 00°43'32" W







20' WIDE WATERLINE EASEMENT

TEN MILE PUBLIC STORAGE

A 20 FOOT WIDE WATER LINE EASEMENT SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY IDAHO, MORE PARTICULARLY DESCRIBED AS:

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10/14/25 17793 10/14/25 17793

CONTAINS 30,385 SQ. FT. OR 0.698 ACRES

10/14/2025

DIAMOND LAND SURVEYING