

Scentsy Warehouse No. 2
Water Main Easement No. 1
ESMT-2021-0143

WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20__ between H.O.T. 1 LLLP
 (“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, 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 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



November 1, 2021

EXHIBIT "A"
CITY OF MERIDIAN
SCENTSY WAREHOUSE #2
UTILITY EASEMENT

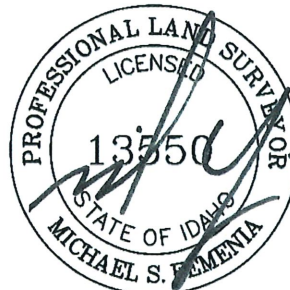
An easement, situate in a portion of Northwest Quarter of the Southeast Quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Center One Quarter corner of said Section 8 (from which the East One Quarter corner of said Section 8 bears South 89°54'50" East, 2615.03 feet distant); thence on the east-west mid-section line of said Section 8, South 89°54'50" East, 1195.80 feet; thence leaving said mid-section line, South 00°05'10" West, 863.59 feet, to the **POINT OF BEGINNING**:

Thence South 02° 34' 47" West, 22.00 feet;
Thence South 46° 40' 22" West, 42.89 feet;
Thence North 88° 29' 06" West, 49.73 feet;
Thence South 01° 30' 54" West, 17.50 feet;
Thence North 88° 29' 06" West, 10.00 feet;
Thence North 01° 30' 54" East, 17.50 feet;
Thence North 88° 29' 06" West, 12.90 feet;
Thence South 46° 30' 54" West, 45.25 feet;
Thence North 88° 29' 06" West, 17.83 feet;
Thence South 01° 30' 54" West, 33.05 feet;
Thence North 88° 29' 06" West, 15.00 feet;
Thence North 01° 30' 54" East, 43.05 feet;
Thence South 88° 29' 06" East, 28.69 feet;
Thence North 46° 30' 54" East, 45.25 feet;
Thence South 88° 29' 06" East, 22.04 feet;
Thence South 88° 29' 06" East, 50.60 feet;
Thence North 46° 40' 22" East, 34.72 feet;
Thence North 02° 34' 47" East, 18.00 feet;
Thence South 87° 08' 08" East, 10.00 feet to the **POINT OF BEGINNING**.

The above-described easement contains 2,745 Ft² (0.06 Acres), more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS



11/01/2021

Utility Easement

for
City of Meridian

Situate in a Portion of the NW 1/4 of the SE 1/4 of Section 8
Township 3 North, Range 1 East, Boise Meridian
City of Meridian, Ada County, Idaho
2021

E 1/4 SEC. 8

CP&F#2020-052069

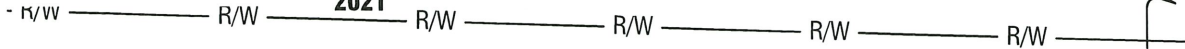
E. PINE AVE.

S89°54'50"E 2615.03'

1195.80' 1419.23'

C 1/4 SEC. 8

CP&F#2019-055315



E. COMMERCIAL ST.

S00°05'10"W
863.59'

POB

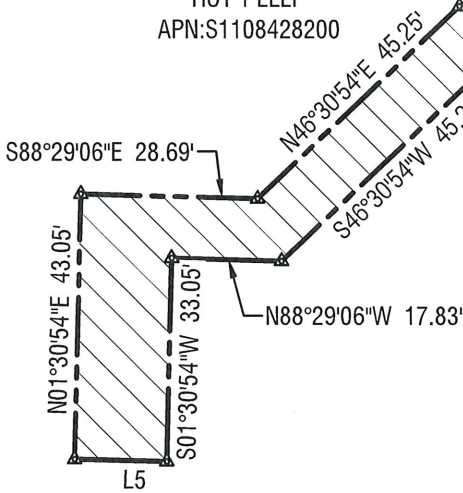
L6
L1

N02°34'47"E 18.00'

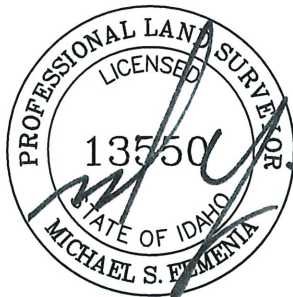
**CITY OF MERIDIAN
UTILITY EASEMENT**
2,745 Ft² (0.06 Acres) ±

2751 E COMMERCIAL ST
HOT 1 LLLP
APN:S1108428200

S88°29'06"E 50.60'
N88°29'06"W 49.73'



Line Table		
LINE	BEARING	LENGTH
L1	S02°34'47"W	22.00'
L2	S01°30'54"W	17.50'
L3	N88°29'06"W	10.00'
L4	N01°30'54"E	17.50'
L5	N88°29'06"W	15.00'
L6	S87°08'08"E	10.00'



11/01/2021



Exhibit "B"

Horizontal Scale: 1" = 30'



Project No.: 120154

Date of Issuance: November 1, 2021



**Utility Easement
City of Meridian
Scentsy Warehouse #2**

File Location: g:\2020\120154\cad\survey\exhibits\201210 ec water line eas cushingterrell.dwg
Last Plotted By: mike femenia
Date Plotted: Monday, November 1, 2021 at 01:30 PM