

Project Name (Subdivision):

Idaho Fitness Factory

Water Main Easement Number: 1

Identify this Easement by sequential number if Project contains more than one Water Main easement.
(See Instructions for additional information).

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20__ between IFF Properties, 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

March 8, 2021
Project No. 20-006
City of Meridian
Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement over a portion of Lots 7 and 8, Block 2, Paramount Square Subdivision (Book 109, pages 15,586-15,588), situated in a portion Section 25, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the Southeast corner of said Section 25, which bears $S00^{\circ}22'56''W$ a distance of 2,640.03 feet from a found aluminum cap marking the East 1/4 corner of said Section 25, thence following the easterly line of said Section 25, $N00^{\circ}22'56''E$ a distance of 484.51 feet; Thence leaving said easterly line, $N89^{\circ}37'04''W$ a distance of 38.00 feet to the Northeast corner of said Lot 8; Thence following the northerly boundary line of said Lot 8, $N89^{\circ}37'04''W$ a distance of 132.24 feet to the **POINT OF BEGINNING.**

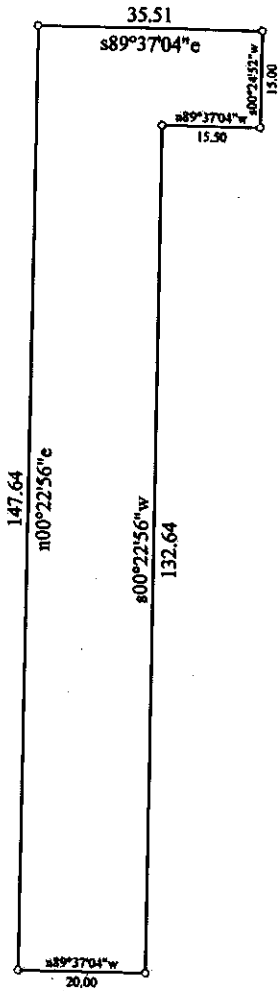
Thence leaving said northerly boundary line, $S00^{\circ}24'52''W$ a distance of 15.00 feet; Thence $N89^{\circ}37'04''W$ a distance of 15.50 feet; Thence $S00^{\circ}22'56''W$ a distance of 132.64 feet to the northerly line of an existing Cross Access, Public Utility, Sewer and Water Easement (per Inst. No. 2016-039399); Thence following said northerly line, $N89^{\circ}37'04''W$ a distance of 20.00 feet; Thence leaving said northerly line, $N00^{\circ}22'56''E$ a distance of 147.64 feet to the northerly boundary line of said Lot 7; Thence following the northerly boundary line of said Lots 7 and 8, $S89^{\circ}37'04''E$ a distance of 35.51 feet to the **POINT OF BEGINNING.**

Said parcel contains 3,185 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.





Title: City of meridian Water Easement		Date: 03-08-2021
Scale: 1 inch = 30 feet	File:	
Tract 1: 0.073 Acres: 3185 Sq Feet: Closure = n89.4217w 0.00 Feet: Precision = 1/234164: Perimeter = 366 Feet		
001=s00.2452w 15.00	004=n89.3704w 20.00	
002=n89.3704w 15.50	005=n00.2256e 147.64	
003=s00.2256w 132.64	006=s89.3704e 35.51	