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| <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> |
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ESMT-2023-0053

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.

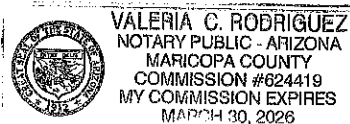
GRANTOR:

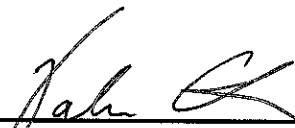


ARIZONA
STATE OF IDAHO)
Maricopa) SS
County of Ada)

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:_____



**TEALEY'S LAND
SURVEYING**

12594 W. Explorer Drive, Suite 150 • Boise, Idaho 83713
(208) 385-0636
Fax (208) 385-0696

Project. No.: 5079
Date: March 22, 2023

**EXHIBIT A
DESCRIPTION FOR
U-HAUL (OVERLAND ROAD) – CITY OF MERIDIAN WATER EASEMENT**

An easement lying in Lot 2 of Block 1 of Pack It Up Subdivision, filed for record in the office of the Ada County Recorder in Book 84 of Plats at page 9360 and Lot 1 of Block 1 of Swindell Subdivision, filed for record in the office of the Ada County Recorder in Book 113 of Plats at page 16506, all in the SE 1/4 of Section 18, T.3N., R.1E., B.M., Meridian, Ada County, Idaho and more particularly described as follows:

Commencing at the Southwest corner of Lot 1 of Block 1 of Pack It Up Subdivision, marked by a 5/8" iron pin; thence along the South boundary of said Pack It Up Subdivision North 89°43'00" East 219.11 feet to the **POINT OF BEGINNING**; thence leaving said South boundary

North 00°26'57" East 395.25 feet to a point; thence

North 89°38'07" West 72.00 feet to a point; thence

North 00°26'57" East 20.00 feet to a point; thence

South 89°38'07" East 72.00 feet to a point; thence

North 00°26'57" East 55.87 feet to a point; thence

South 89°31'33" East 241.70 feet to a point on the West right-of-way line of South Labrador Way, said point marking a point of beginning of curve; thence along said West right-of-way line along the arc of curve to the left, said curve having a radius of 62.00 feet, a central angle of 27°03'26" and a long chord bearing

South 45°56'14" East 29.01 feet to a point of ending of curve; thence leaving said West right-of-way line

North 89°31'33" West 242.71 feet to a point; thence

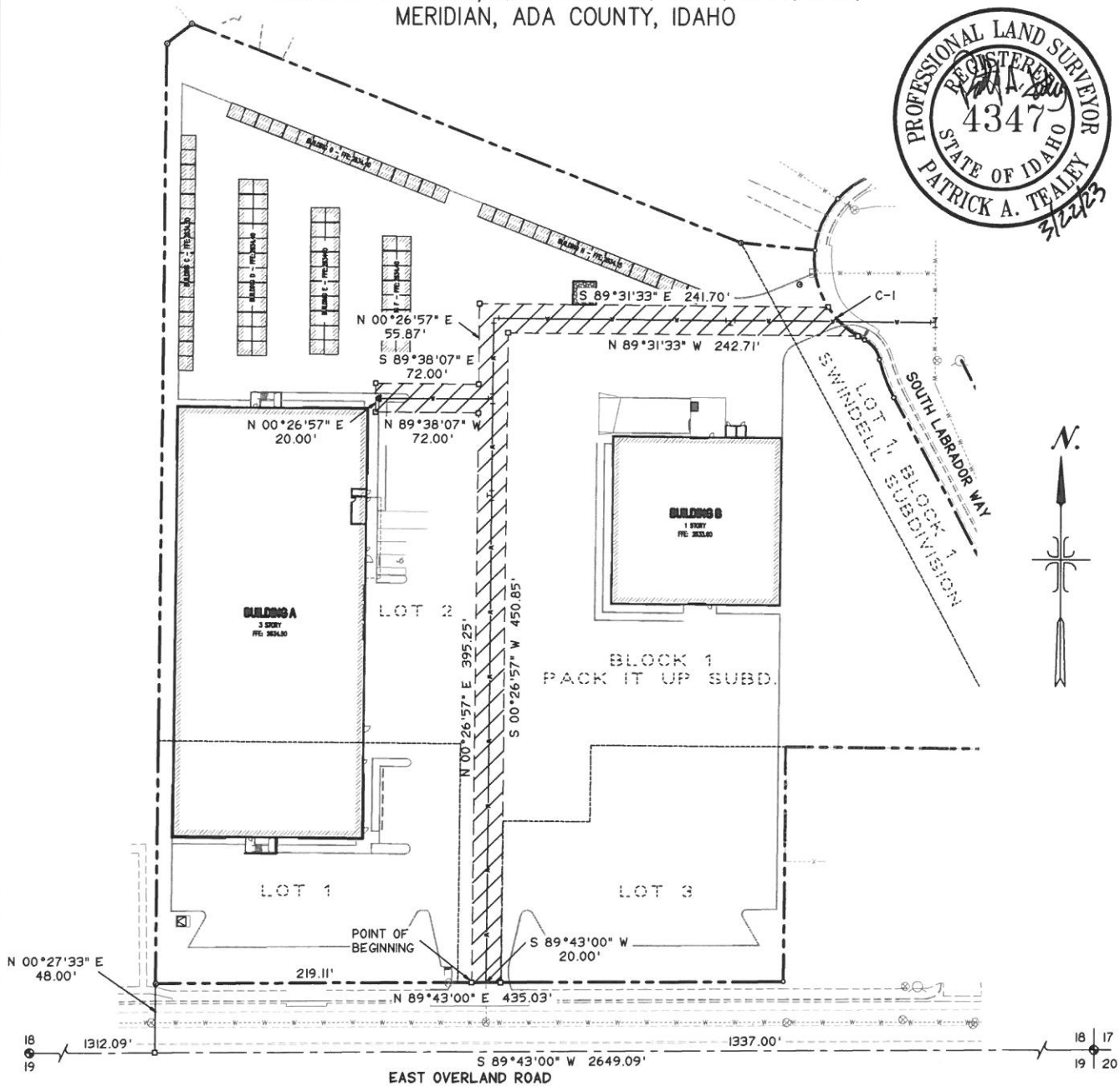
South 00°26'57" West 450.85 feet to a point on said South boundary of Pack It Up Subdivision; thence along said South boundary

South 89°43'00" West 20.00 feet to the **POINT OF BEGINNING**.

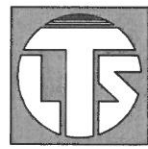


EXHIBIT B CITY OF MERIDIAN WATER EASEMENT FOR U-HAUL (OVERLAND RD.)

LYING IN LOT 2, BLOCK 1, PACK IT UP SUBD. AND LOT 1, BLOCK 1. SWINDELL SUBD.,
LYING IN THE SE 1/4, SECTION 18, T.3N., R.1E., B.M.,
MERIDIAN, ADA COUNTY, IDAHO



| CURVE TABLE | | | | | |
|-------------|--------|-----------|--------|---------------|--------|
| CURVE | RADIUS | DELTA | LENGTH | BEARING | CHORD |
| C-1 | 62.00' | 27°03'26" | 29.28' | S 45°56'14" E | 29.01' |



TEALEY'S LAND SURVEYING

12594 W. EXPLORER DRIVE, SUITE 150
 208-385-0636 BOISE, ID. 83713
 DATE: 3/22/23 PROJECT: 5079