

WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20__ between Ten Mile Innovation 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, 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.

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:

Ten Mile Innovation LLC

by [Signature] - managing member

STATE OF IDAHO)

) ss

County of Ada
Canyon TA

This record was acknowledged before me on 7/21/2023 (date) by Denman E Wagstaff (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 Ten Mile Innovation LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Managing Member (type of authority such as officer or trustee)

(stamp)



[Signature]
Notary Signature
My Commission Expires: 09/20/2027

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: _____

June 26, 2023
Project No. 22-003
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement over a portion of Lot 6, Block 1 of TM Center Subdivision No. 1, situated in a portion of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found 1/2-inch rebar marking the Northeast corner of said Lot 6, which bears S89°26'27"E a distance of 167.00 feet from a found 1/2-inch rebar marking an angle point on the northerly boundary of said Lot 6;

Thence following said northerly boundary, N89°26'27"W a distance of 25.00 feet to the westerly line of an existing Sewer and Water Main Easement per Instrument No. 2022-072452;

Thence leaving said northerly boundary and following said westerly easement line the following two (2) courses:

1. S00°33'33"W a distance of 15.62 feet;
2. N89°26'27"W a distance of 18.50 feet to the **POINT OF BEGINNING**.

Thence following said westerly easement line, S00°33'33"W a distance of 20.00 feet;

Thence leaving said westerly easement line, N89°26'27"W a distance of 117.00 feet;

Thence S00°19'11"W a distance of 15.33 feet;

Thence N89°26'20"W a distance of 20.00 feet;

Thence N00°35'12"E a distance of 18.95 feet;

Thence S45°38'53"W a distance of 29.23 feet;

Thence N44°21'07"W a distance of 20.00 feet;

Thence N45°38'53"E a distance of 28.96 feet to said northerly boundary;

Thence following said northerly boundary, S89°26'27"E a distance of 27.74 feet to a found 1/2-inch rebar marking an angle point on said northerly boundary;

Thence leaving said northerly boundary, N68°03'33"E a distance of 6.27 feet;

Thence S89°26'27"E a distance of 117.70 feet to the **POINT OF BEGINNING**.

Said parcel contains 3,687 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 or surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

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



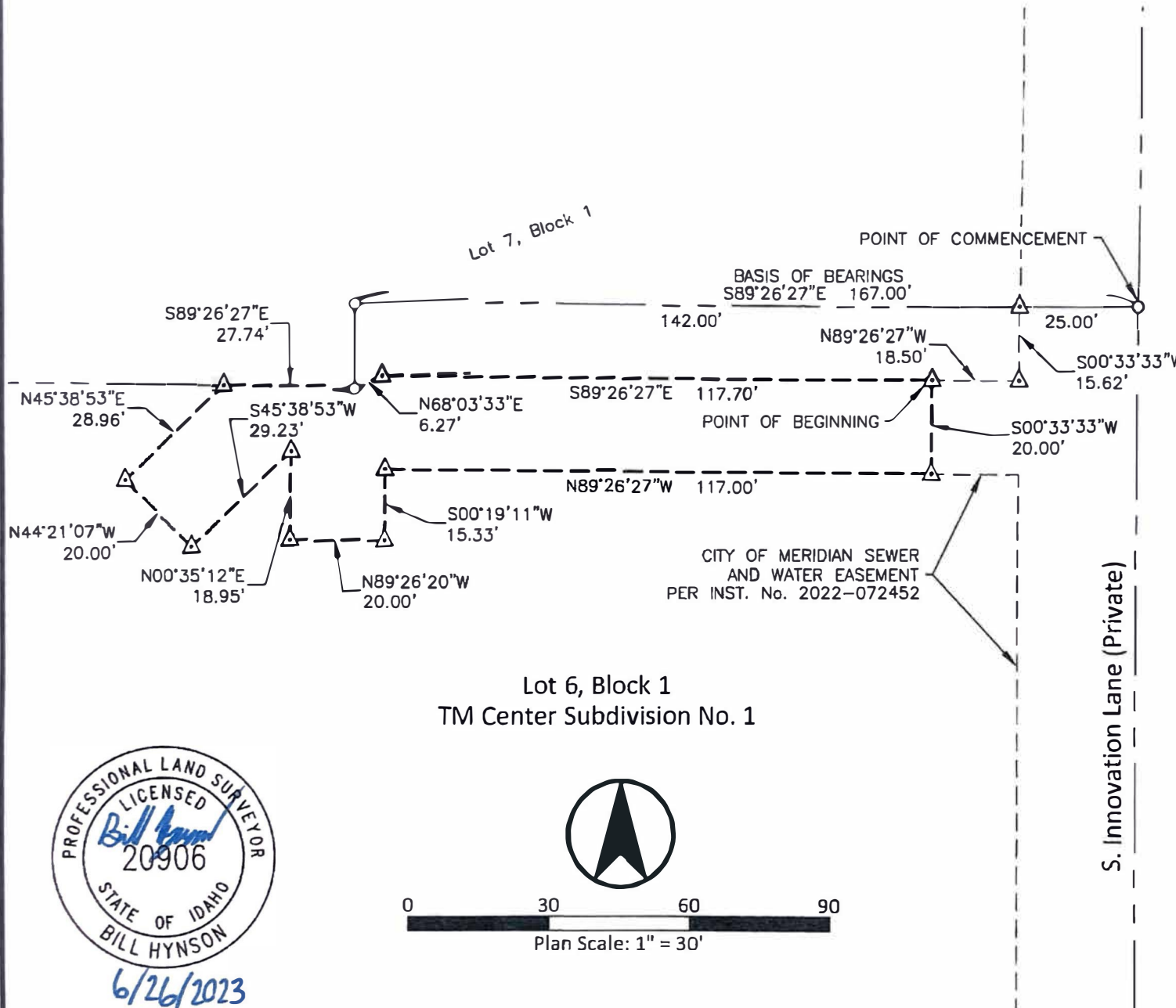


Exhibit B City of Meridian Water Easement

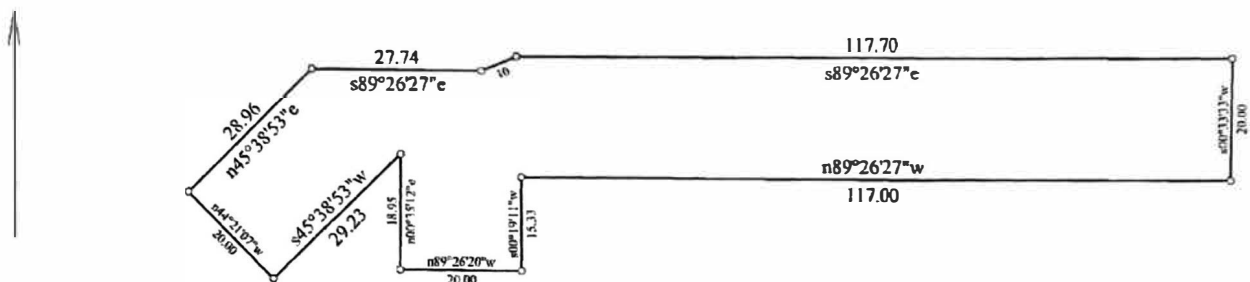
A portion of Lot 6, Block 1 of TM Center Subdivision No. 1, in the NW 1/4 of Section 14,
Township 3 North, Range 1 West, B. M., City of Meridian, Ada County, ID.

DATE: June, 2023

PROJECT: 22-003

SHEET:
1 OF 1

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com



Title:		Date: 06-26-2023
Scale: 1 inch = 30 feet	File: Deed Plotter (1).des	
Tract 1: 0.085 Acres: 3687 Sq Feet: Closure = n41.3542e 0.01 Feet: Precision = 1/50204: Perimeter = 421 Feet		
001=s00.3333w 20.00	005=n00.3512e 18.95	009=s89.2627e 27.74
002=n89.2627w 117.00	006=s45.3853w 29.23	010=n68.0333e 6.27
003=s00.1911w 15.33	007=n44.2107w 20.00	011=s89.2627e 117.70
004=n89.2620w 20.00	008=n45.3853e 28.96	