Project Name or Subdivision Name:		
Grand Mogul - Black Cat Connection		
Water Main Easement Number: 01 Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.		
For Internal Use Only ESMT-2025-0101 Record Number:		

## WATER MAIN EASEMENT

THIS Easement Agreement made this	day of	20	between
C4 LAND LLC	("Grantor"	and the City of Men	ridian, 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

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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: C4 LAND LLC 1979 N LOCUST GROVE RD MERIDIAN, ID 83642
STATE OF IDAHO )
) ss
County of Ada )
This record was acknowledged before me on <u>S-8-35</u> (date) by <u>Jim Longton</u> (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 (name of entity on behalf of whom record was executed), in the following representative capacity:(type of authority such as officer or trustee)
Notary Stamp Below

NOTARY NOTARY

Notary Signature

My Commission Expires: 8-3-2020

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 mand Chris Johnson on behalf of the Circlerk, respectively.	ne on (date) by Robert E. Simison ty of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	Notary Signature My Commission Expires:



Project No: 230640 Date: August 19, 2025

Page 1 of 1

## EXHIBIT A WATER MAIN EASEMENT DESCRIPTION

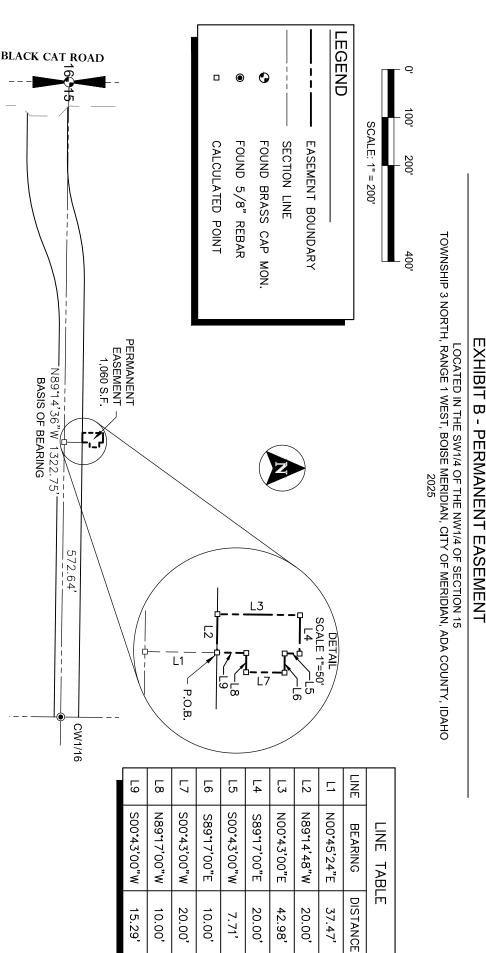
A parcel of land located in the SW1/4 of the NW1/4 of Section 15, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the Center West Sixteenth corner of said Section 15 from which the West Quarter corner bears N.89°14'36"W., 1322.75 feet; thence, along the south boundary of said SW1/4 of the NW1/4,

- A. N.89°14'36"W., 572.64 feet; thence, leaving said south boundary,
- B. N.00°45'24"E., 37.47 feet to the **POINT OF BEGINNING**; thence,
  - 1. N.89°14'48"W., 20.00 feet; thence,
  - 2. N.00°43'00"E., 42.98 feet; thence,
  - 3. S.89°17'00"E., 20.00 feet; thence,
  - 4. S.00°43'00"W., 7.71 feet; thence,
  - 5. S.89°17'00"E., 10.00 feet; thence,
  - 6. S.00°43'00"W., 20.00 feet; thence,
  - 7. N.89°17'00"W., 10.00 feet; thence,
  - 8. S.00°43'00"W., 15.29 feet to the **POINT OF BEGINNING.**

**CONTAINING:** 1,060 Sq. Ft.





230640-V-XB\_PUE\_NORTH\_C4 LAND.dwg AUG 2025

PROFESSIONAL LAND

N89°14'36"W 1322.75' BASIS OF BEARING



108 0'MALLE

OF 10440