Project Name or Subdivision Name:

Meridian Commerce Park Offsite Water Extension

Water Main Easement Number: 1
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

Record Number:

ESMT-2025-0161

WATER MAIN EASEMENT

THIS Easement Agreement made this	day of _	20 bety	veen
Shoemaker Properties, LLC	("Granton	r") and the City of Meridiar	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. However, Grantee may construct a fence that encroaches up to one foot into the easement on the western easement boundary. Driveways, parking, and asphalt/concrete surfaces, including curbs and similar improvements, are also allowed in the easement.

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: Shoemaker Properties, LLC

STATE OF IDAHO)

ss
County of Ada)

This record was acknowledged before me on 11/6/25 (date) by Steve lester (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 whom record was executed), in the following representative capacity: Agant (type of authority such as officer or trustee)

Notary Stamp Below

STEVE PIERCE
COMMISSION # 50797
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 04/28/2029

Notary Signature

My Commission Expires: 04/28/2

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor	
reserve. Simison, mayor	
Attest by Chris Johnson, City Clerk	
STATE OF IDAHO,) : ss.	
County of Ada)	
	e me on (date) by Robert E. Simison City of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	Notary Signature
	My Commission Expires:



October 14, 2025 Project No. 123093

EXHIBIT A

SHOEMAKER PROPERTIES, LLC WATER EASEMENT DESCRIPTION

An easement located in the Southeast Quarter of the Northeast Quarter of Section 16, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 16 of said Township 3 North, Range 1 West, (from which point the East One Quarter Corner of said Section 16 bears South 00° 43' 09" West, 2657.26 feet distant); Thence from said Section Corner, South 00° 43' 09" West, a distance of 1328.57 feet on the East line of said Section 16 to the North 1/16th Corner common to Sections 15 and 16 of said Township 3 North, Range 1 West;

Thence North 89°23′16″ West, a distance of 1956.18 feet on the east-west 1/16th Section line of the Northeast Quarter of said Section 16 to the POINT OF BEGINNING;

Thence continuing, North 89° 23′ 16″ West, a distance of 21.00 feet on said east-west 1/16th Section line;

Thence North 00° 32' 57" East, a distance of 1297.93 feet to a point on the south right of way line of West Franklin Road;

Thence South 89° 24' 22" East, a distance of 21.00 feet on said south right of way line;

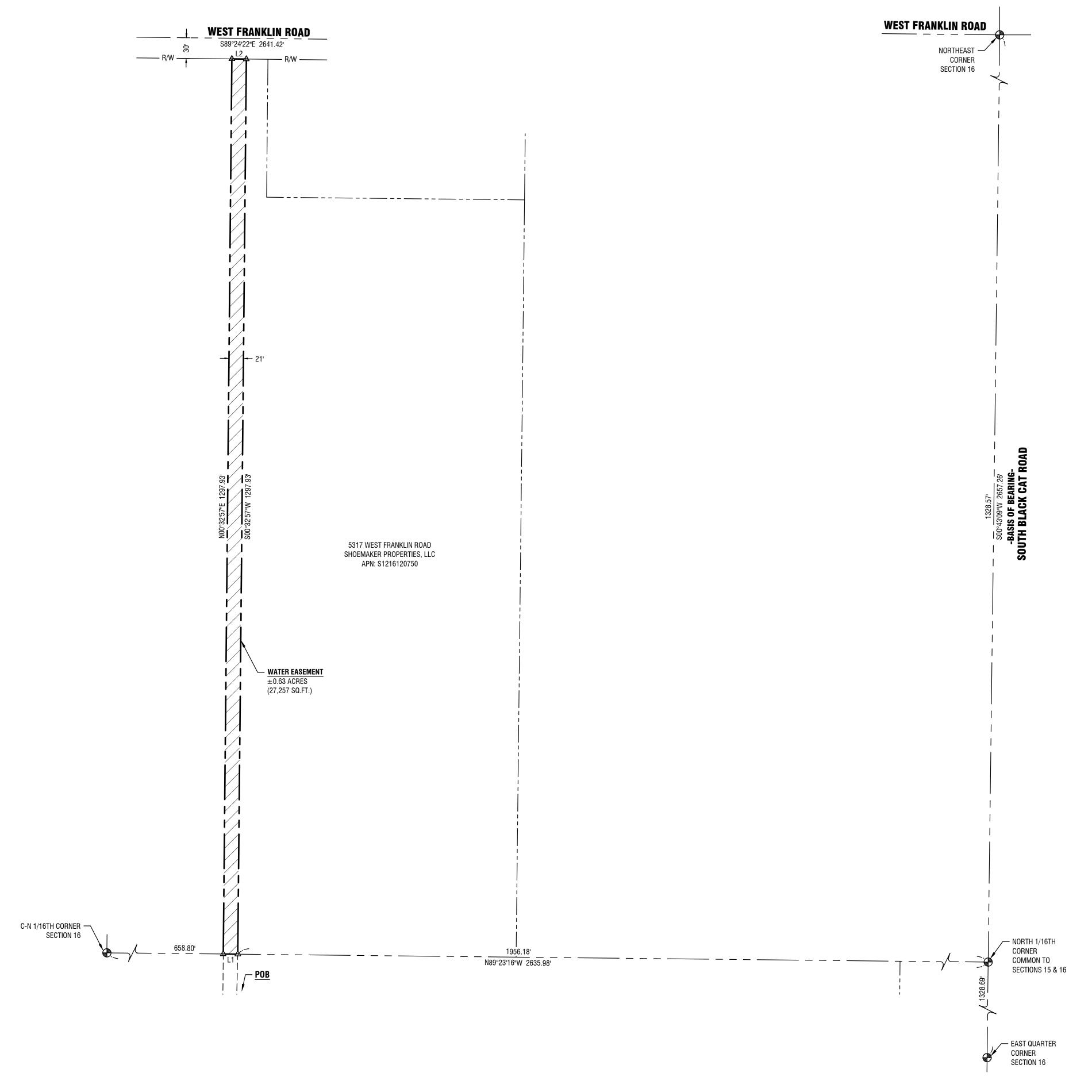
Thence South 00° 32' 57" West, a distance of 1297.93 feet to the POINT OF BEGINNING.

The above described parcel contains 0.63 acres (27,257 square feet) more or less.

PREPARED BY: THE LAND GROUP, INC.

James R. Washburn





Water Easement for City of Meridian

Located in the SE 1/4 of the NE 1/4 of Section 16
Township 3 North, Range 1 West, Boise Meridian
City of Meridian, Ada County, Idaho
2025

Line Table				
LINE	BEARING	LENGTH		
L1	N89°23'16"W	21.00'		
L2	S89°24'22"E	21.00'		



Water Easemen City of Meridian

Project No.: 12

Date of Issuance: October 14,

Project Milestone:

Exhibit "B"

Horizontal Scale: 1" = 80'

1 of 1