

Project Name (Subdivision):

IN-N-OUT BURGERS

Water Main Easement Number:

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

ESMT-2023-0151

WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20____ between IN-N-OUT BURGERS, a CA corp.
("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:

IN-N-OUT BURGERS, a California corporation



By: Mike Abbate, Asst. VP of Real Estate

STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on _____ (date) by _____
(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)

(stamp)

Notary Signature

My Commission Expires: _____

Please see the attached Acknowledgment

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles)

On October 11, 2023 before me, Lori Brazzill, Notary Public
(insert name and title of the officer)

personally appeared Mike Abbate,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

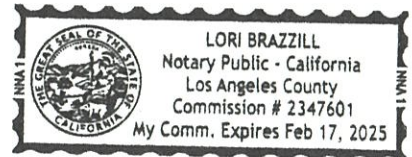
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lori Brazzill

(Seal)



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: _____

EXHIBIT "A"

IN-N-OUT BURGERS, A CALIFORNIA CORPORATION
WATER EASEMENT IN FAVOR OF CITY OF MERIDIAN

BEING A PORTION OF PARCEL "A" OF RECORD OF SURVEY 13558 RECORDED AUGUST 02, 2022 AS INSTRUMENT NO. 2022-068728, RECORDS OF ADA COUNTY, BEING A PORTION OF LOTS 2 AND 4 , BLOCK 2, OF THE FINAL PLAT OF CENTERCAL SUBDIVISION, IN THE CITY OF MERIDIAN, COUNTY OF ADA, STATE OF IDAHO, PER PLAT FILED SEPTEMBER 14, 2012 AS INSTRUMENT NO. 112094151 IN BOOK 104 OF PLATS AT PAGES 14163 THROUGH 14167 INCLUSIVE, RECORDS OF SAID COUNTY, DESCRIBED IN THE SPECIAL WARRANTY DEED TO IN-N-OUT BURGERS, A CALIFORNIA CORPORATION , DBA IN IDAHO AS IN-N-OUT BURGERS, INC. RECORDED JANUARY 06, 2023 AS INSTRUMENT NO. 2023-000858 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A" AND A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST FAIRVIEW AVENUE;
THENCE LEAVING SAID NORTH RIGHT OF WAY LINE ALONG THE EAST LINE OF SAID PARCEL "A" NORTH 00°23'20" EAST 110.57 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUING ALONG THE EAST LINE OF SAID PARCEL "A" NORTH 00°23'20" EAST 10.00 FEET;
THENCE LEAVING THE EAST LINE OF SAID PARCEL "A" NORTH 89°36'40" WEST 12.00 FEET;
THENCE SOUTH 00°23'20" WEST 10.00 FEET;
THENCE SOUTH 89°36'40" EAST 12.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE AREA OF THIS LEGAL DESCRIPTION CONSISTS OF 120 SQUARE FEET.

REFER TO THE EXHIBIT "B" SKETCH CONSISTING OF 1 PAGE ATTACHED HERETO AND MADE A PART HEREOF.

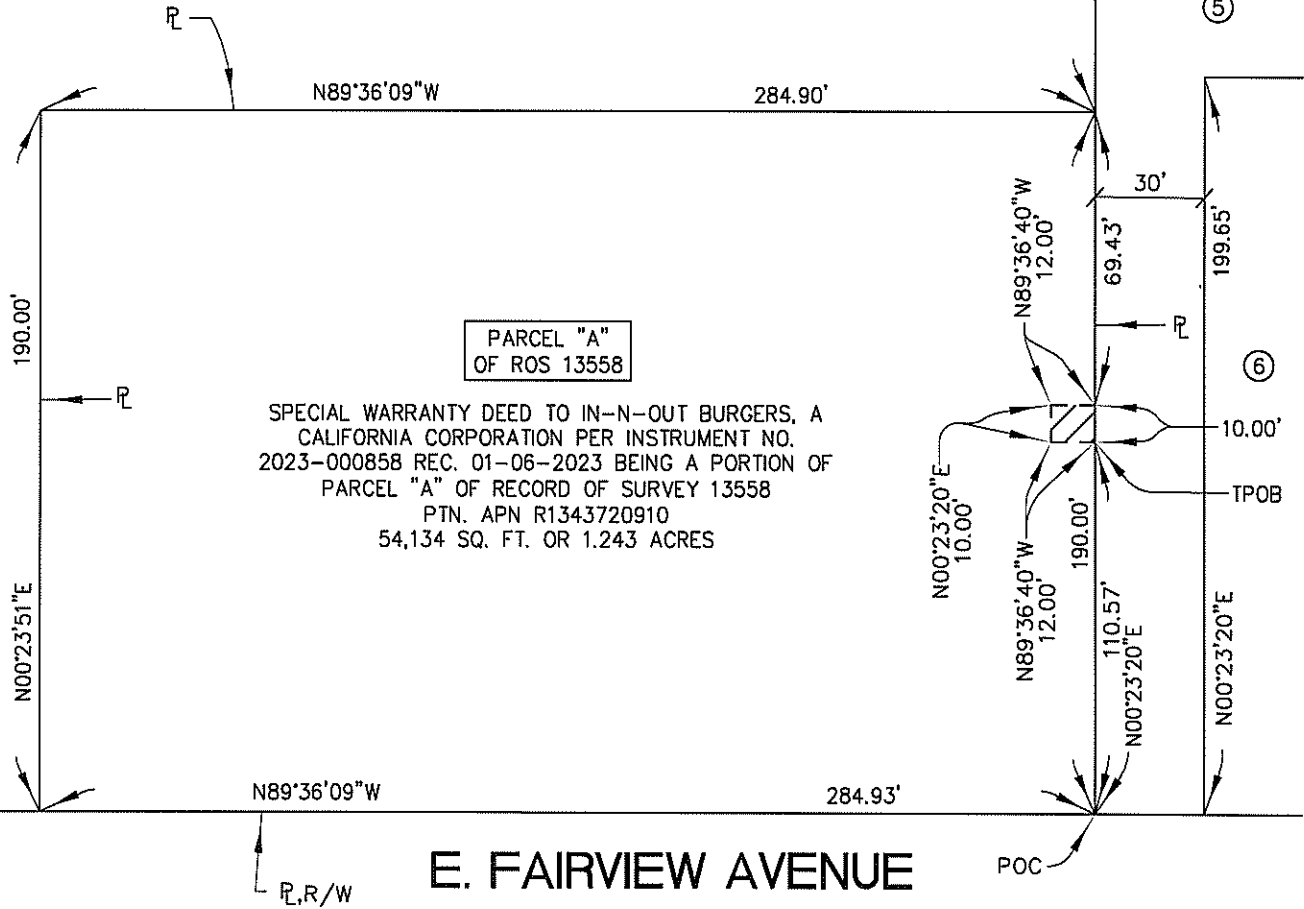
PREPARED BY:
MSL ENGINEERING, INC.
MSL JN 21021
10-03-2023



EXHIBIT "B"

MERIDIAN CENTERCAL, LLC.
WATER EASEMENT IN FAVOR OF THE CITY OF MERIDIAN OVER
PARCEL "A" OF RECORD OF SURVEY 13558 RECORDED
08-02-2022 AS INSTRUMENT NO. 2022-068728, BEING A
PORTION OF LOTS 2 AND 4, BLOCK 2, OF THE FINAL PLAT OF
CENTERCAL SUBDIVISION, IN THE CITY OF MERIDIAN, COUNTY
OF ADA, STATE OF IDAHO, PER PLAT FILED SEPTEMBER 14,
2012 AS INSTRUMENT NO. 112094151 IN BOOK 104 OF PLATS
AT PAGES 14163 THROUGH 14167 INCLUSIVE, RECORDS OF
SAID COUNTY

PARCEL "B" OF
ROS 13558



LEGEND

ℙ PROPERTY LINE



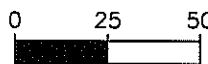
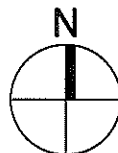
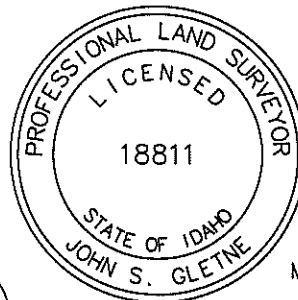
WATER EASEMENT CONSISTING
OF 120 SQUARE FEET

POC POINT OF COMMENCEMENT

TPOB TRUE POINT OF BEGINNING

⑤ LOT NUMBER-CENTERCAL
SUBDIVISION

ROS RECORD OF SURVEY



SCALE: 1"=50'
PAGE 1 OF 1

PREPARED BY:
MSL ENGINEERING, INC.

FOR IN-N-OUT BURGERS, A
CALIFORNIA CORPORATION AT THE
VILLAGE AT MERIDIAN
3520 E. FAIRVIEW AVE
MERIDIAN, ID 83642
10-03-2023
MSL JN 21021
21021 Water Easement.dwg