

**WATER MAIN EASEMENT**

THIS Easement Agreement, made this 13th day of December, 2022 between 10 m.k Franklin, 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, 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:



STATE OF IDAHO )  
                          ) ss  
County of Ada     )

Next Page

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: \_\_\_\_\_

## 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 YOLO

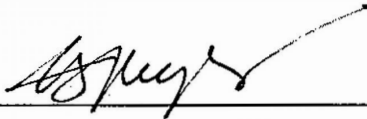
On 01 DECEMBER 2022 before me, VICKIE S. REYES, NOTARY PUBLIC,  
(insert name and title of the officer)

personally appeared MARK L ENGSTROM  
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.

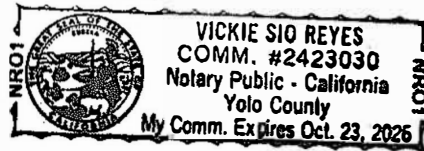
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



WATER EASEMENT CITY OF MERIDIAN/IDAHO MUN CORP.

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 12-13-2022

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 12-13-2022

STATE OF IDAHO, )

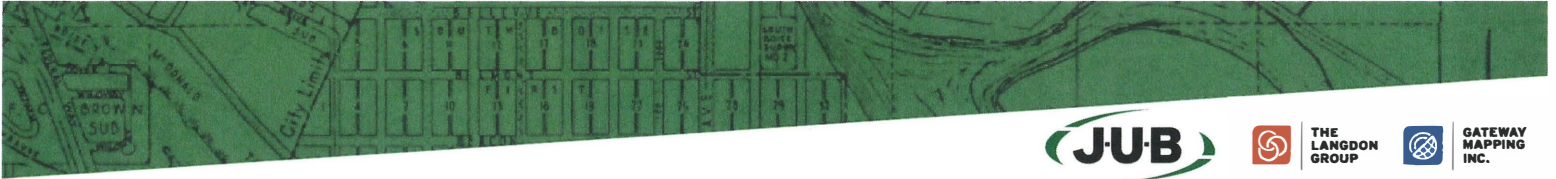
ss.

County of Ada )

This record was acknowledged before me on 12-13-2022 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

\_\_\_\_\_  
Notary Signature

My Commission Expires: \_\_\_\_\_



J-U-B FAMILY OF COMPANIES

EXHIBIT "A"

ENGSTROM PROPERTIES  
CITY OF MERIDIAN  
10-FOOT-WIDE WATER MAIN EASEMENT  
LEGAL DESCRIPTION

A water main easement located in a portion of the Northeast Quarter of the Northeast Quarter of Section 15, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a Brass cap marking the northeast corner of said Section 15, from which a Brass cap marking the north quarter corner of said Section 15 bears South 89°15'23" East, 2,640.72 feet; Thence S09°03'32"W, 386.23 feet on a random line to the west right-of-way line of South Ten Mile Road; Thence S00°11'38"E, 81.11 feet on along the west right-of-way line of said South Ten Mile Road; Thence S89°58'25"W, 181.83 feet to the **POINT OF BEGINNING** of the easement to be described;

Thence continuing South 89°58'25" West, 10.0 feet;  
Thence South 00°35'24" West, 10.0 feet;  
Thence North 89°58'25" East, 10.0 feet;  
Thence North 00°35'24" East, 10.0 feet to the **POINT OF BEGINNING** and the end of this easement description.

Containing 100.0 square feet, more or less.

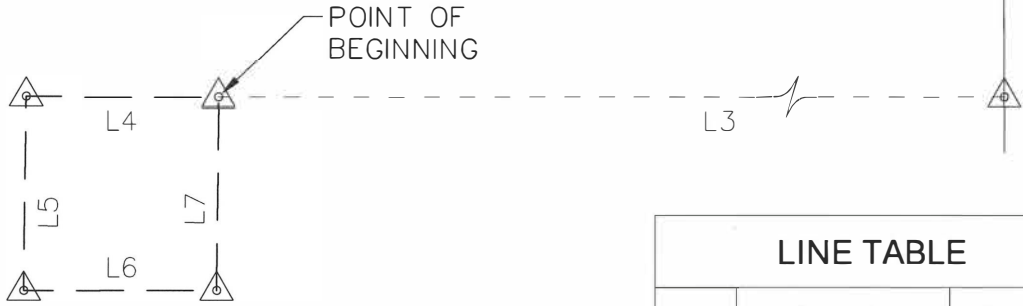
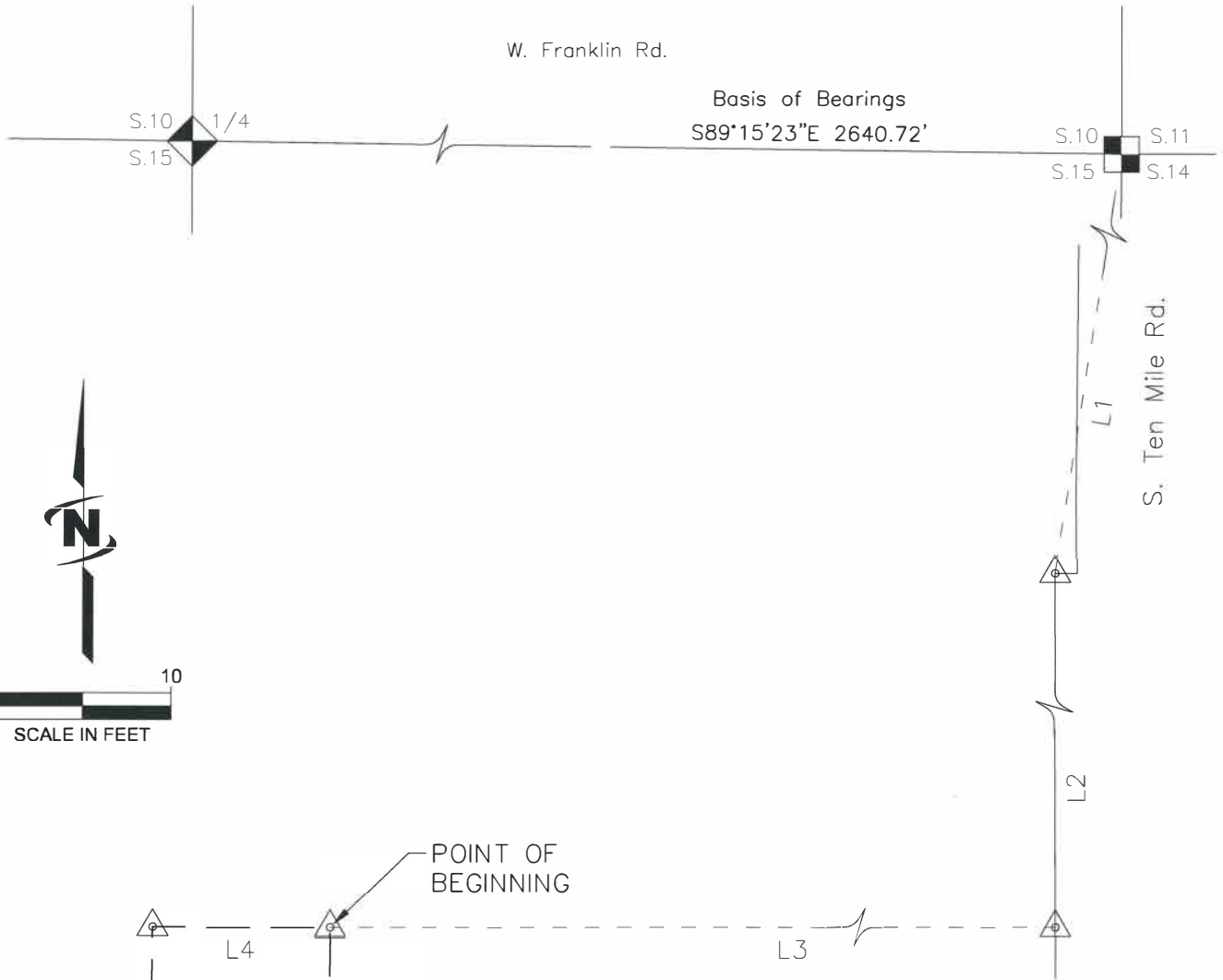
This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of John J. Shea, PLS, all professional liability associated with this document is hereby declared null and void.

  
\_\_\_\_\_  
John J. Shea, PLS 15528

11-30-2022  
Date



# EXHIBIT "B"



LINE TABLE		
NO.	BEARING	DIST.
L1	S9°03'52"W	386.23'
L2	S0°11'38"E	81.11'
L3	S89°58'25"W	181.83'
L4	S89°58'25"W	10.00'
L5	S0°35'24"W	10.00'
L6	N89°58'25"E	10.00'
L7	N0°35'24"E	10.00'



**CITY OF MERIDIAN**  
**WATER MAIN EASEMENT LEGAL DESCRIPTION**  
 SITUATE IN THE NE 1/4 OF THE NE 1/4 OF SECTION 15, T3N, R1W,  
 BOISE MERIDIAN, CITY OF MERIDIAN, COUNTY OF ADA, STATE OF IDAHO

**SHEET**  
**1 OF 1**