

**Project Name (Subdivision):**

**C-SHELL 2022-0040 RETAIL**

**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-2023-0135

**WATER MAIN EASEMENT**

THIS Easement Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 23 between 10 Mile 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, 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:

10 Mile Franklin LLC

By: Franklin Mile Managers, LLC  
its Manager

By: Sunny Cove, LLC its Manager

  
\_\_\_\_\_  
Mark Engstrom, Manager

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: \_\_\_\_\_

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

)  
) ss.  
)

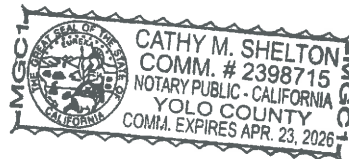
On September 19, 2023 before me,  
Cathy M. Shelton

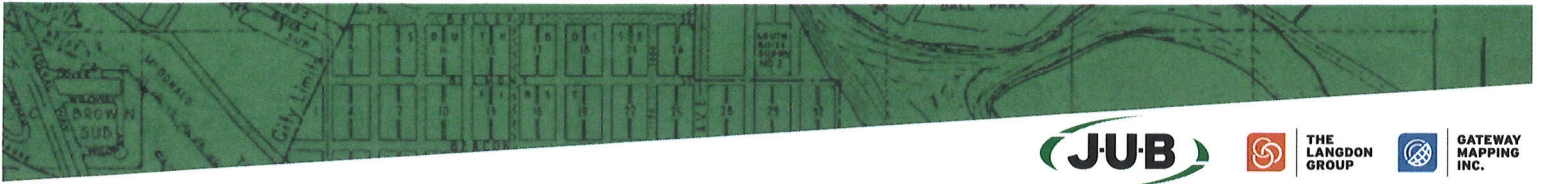
Notary Public personally appeared Mark Engstrom

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 Cathy M. Shelton





J-U-B FAMILY OF COMPANIES

## EXHIBIT "A"

### 10 MILE FRANKLIN, LLC CITY OF MERIDIAN 15-FOOT-WIDE WATER MAIN EASEMENT LEGAL DESCRIPTION

A water main easement over a portion of Lot 12, Block 1, Outer Banks Subdivision according to the Plat thereof, recorded in Book 126 of Plats, pages 20200 – 20205 and recorded under Instrument No. 2023-026654, Records of Ada County, Idaho 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 an Aluminum cap marking the southeast corner of the northeast quarter of the northeast quarter of said Section 15 bears South 00°33'16" West, 1329.09 feet; Thence along the east line of said Section 15, South 00°33'16" West, 775.74 feet; Thence leaving the east line of said Section 15, North 89°24'36" West, 258.78 feet on a random line to the southeast corner of said Lot 12, said point also being the southwest corner of Lot 9; Thence along the common boundary line of said Lot 9 and said Lot 12, North 00°35'24" East, 27.00 feet to an existing City of Meridian utility easement as shown on page 20201 of said Plat of Outer Banks Subdivision; Thence leaving said common boundary line along said existing City of Meridian utility easement, North 89°24'36" West, 10.00 feet to the **POINT OF BEGINNING** of the easement to be described;

Thence continuing along said existing City of Meridian utility easement, North 89°24'36" West, 15.00 feet;

Thence leaving said existing City of Meridian utility easement, North 00°35'24" East, 22.00 feet;

Thence South 89°24'36" East, 15.00 feet;

Thence South 00°35'24" West, 22.00 feet to said existing City of Meridian utility easement and the **POINT OF BEGINNING** and the end of this easement description.

Containing 330.0 square feet, more or less.

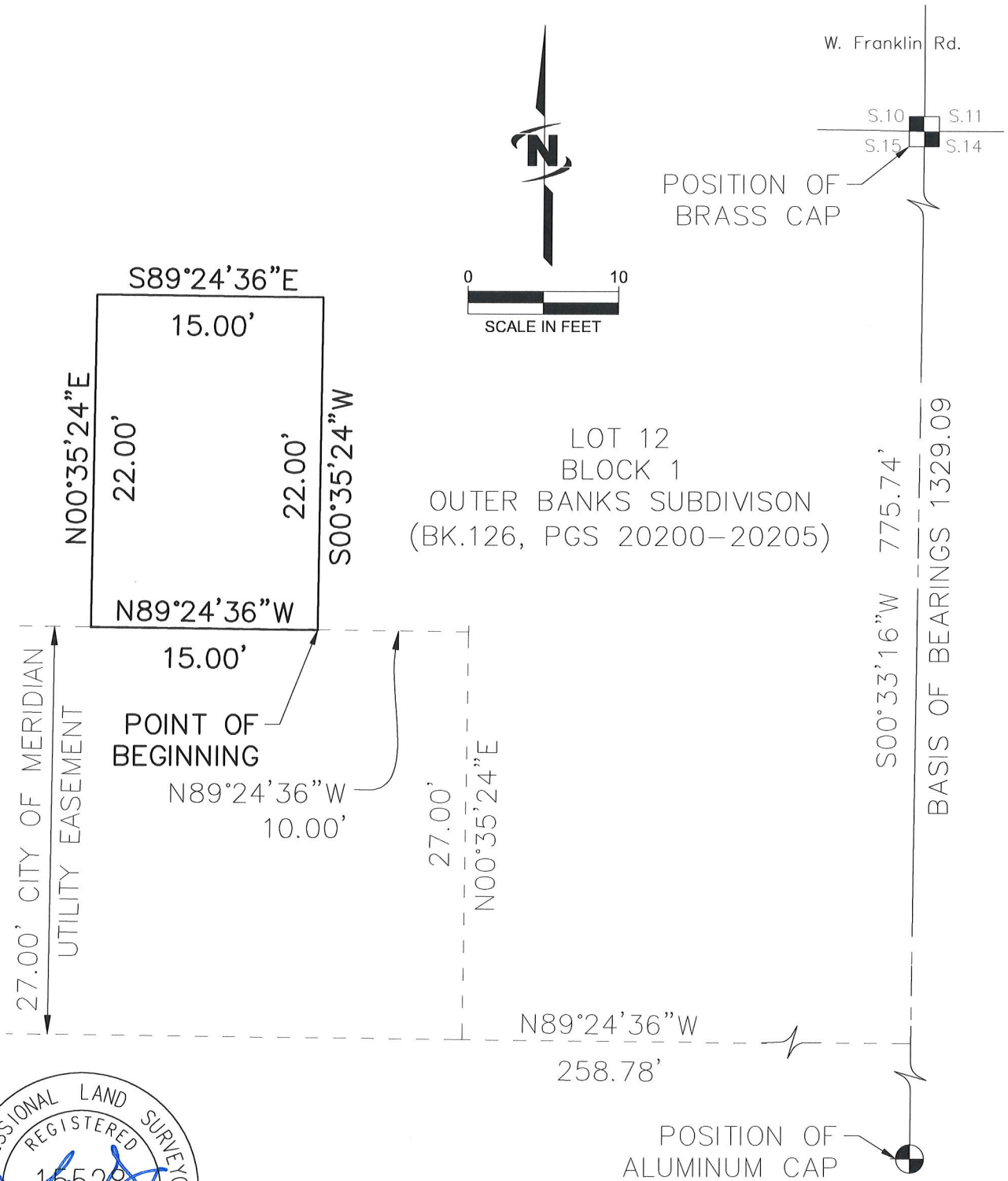
This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of John J. Shea, PLS, all professional liability associated with this document is hereby declared null and void.

  
John J. Shea, PLS 15528

09-18-2023  
Date



# EXHIBIT "B"



PRJ NO: 10-22-055



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