

Project Name (Subdivision):

Outer Banks-Elk Ventures: POD3 Development

Water Main Easement Number: _____

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

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20____ 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.

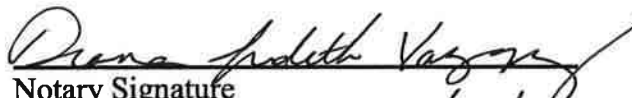
GRANTOR: 10 Mile Franklin LLC



STATE OF ~~IDAHO~~) *California*
) ss
County of ~~Ada~~) *Nevada*

This record was acknowledged before me on 06/05/2023 (date) by Erik K. Nielsen Pilegaard (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 10 Mile Franklin LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager Member (type of authority such as officer or trustee)

(stamp)


Notary Signature
My Commission Expires: 06/29/2023



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: ss.

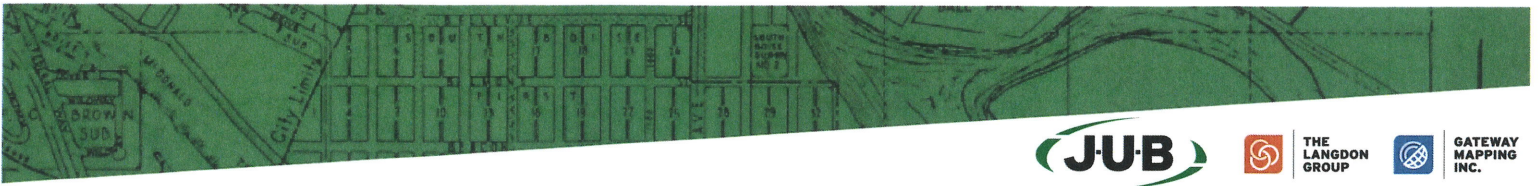
County of Ada)

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: _____



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

EXHIBIT "A"

ELKVENTURES CITY OF MERIDIAN 20-FOOT-WIDE WATER MAIN EASEMENT A LEGAL DESCRIPTION

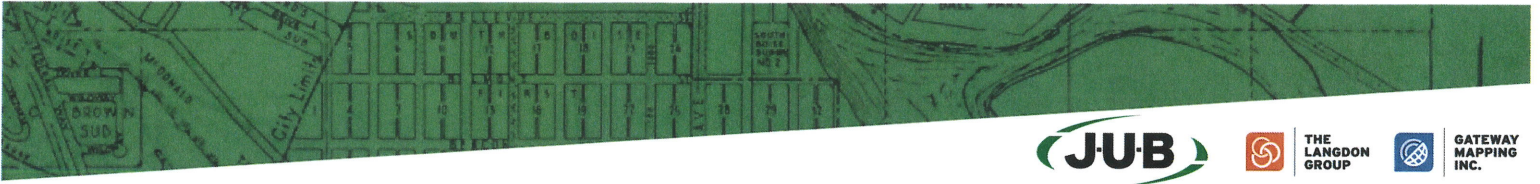
A water main easement located in a portion of the Northeast Quarter of the Northeast Quarter of Section 15, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

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 South 09°03'52" West, 386.23 feet on a random line to the west right-of-way line of South Ten Mile Road; Thence leaving the west right-of-way line of said South Ten Mile Road, South 89°48'22" West, 14.00 feet; Thence South 45°35'24" West, 49.60 feet; Thence North 89°24'36" West, 141.63 feet; Thence North 00°35'24" East, 38.00 feet to the **POINT OF BEGINNING** of the easement to be described;

Thence South 89°24'36" East, 4.99 feet;
Thence North 00°35'24" East, 26.56 feet;
Thence South 89°24'36" East, 11.32 feet;
Thence North 00°35'24" East, 20.00 feet;
Thence North 89°24'36" West, 11.32 feet;
Thence North 00°35'24" East, 5.00 feet;
Thence North 89°24'36" West, 20.00 feet;
Thence South 00°35'24" West, 14.73 feet;
Thence North 89°32'26" West, 22.11 feet;
Thence South 00°27'34" West, 20.00 feet;
Thence South 89°32'26" East, 22.07 feet;
Thence South 00°35'24" West, 16.83 feet;
Thence South 89°24'36" East, 15.01 feet to the **POINT OF BEGINNING** and the end of this easement description.

Containing 1699.56 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.

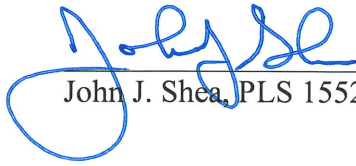


THE
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GATEWAY
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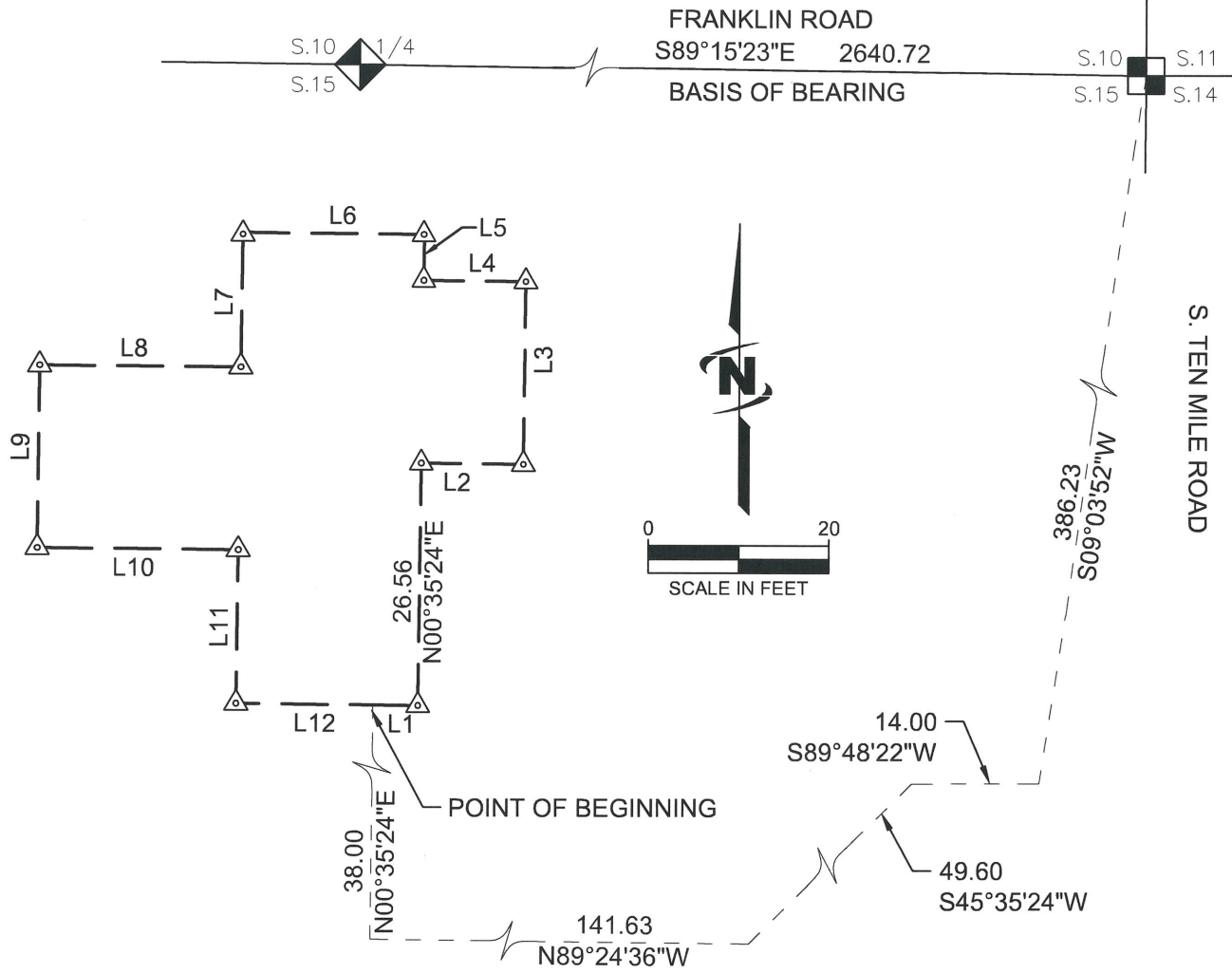
J-U-B FAMILY OF COMPANIES


John J. Shea, PLS 15528

05-25-2023
Date



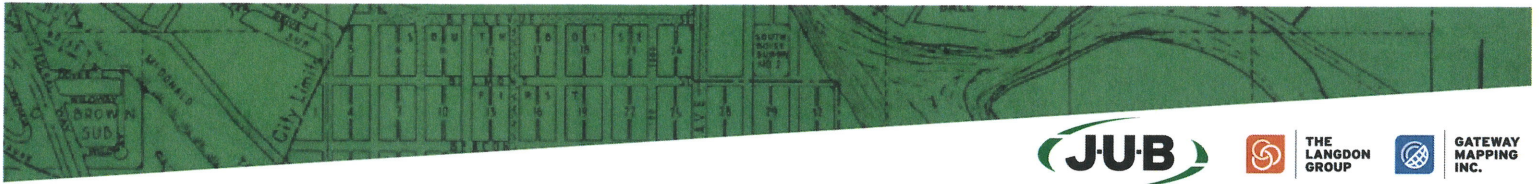
EXHIBIT B



Line Table		
Line #	Direction	Length
L1	S89° 24' 36"E	4.99
L2	S89° 24' 36"E	11.32
L3	N00° 35' 24"E	20.00
L4	N89° 24' 36"W	11.32
L5	N00° 35' 24"E	5.00
L6	N89° 24' 36"W	20.00

Line Table		
Line #	Direction	Length
L7	S00° 35' 24"W	14.73
L8	N89° 32' 26"W	22.11
L9	S00° 27' 34"W	20.00
L10	S89° 32' 26"E	22.07
L11	S00° 35' 24"W	16.83
L12	S89° 24' 36"E	15.01





J-U-B FAMILY OF COMPANIES

EXHIBIT "A"

ELKVENTURES CITY OF MERIDIAN 20-FOOT-WIDE WATER MAIN EASEMENT B LEGAL DESCRIPTION

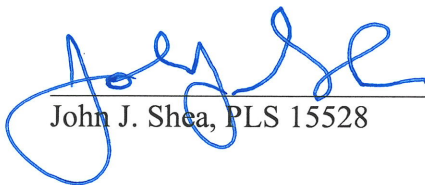
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COMMENCING at a Brass cap marking the northeast corner of said Section 15, from which a Brass cap marking the north quarter corner of said Section 15 bears South 89°15'23" East, 2,640.72 feet; Thence South 09°03'52" West, 386.23 feet on a random line to the west right-of-way line of South Ten Mile Road; Thence leaving the west right-of-way line of said South Ten Mile Road, South 89°48'22" West, 14.00 feet; Thence South 45°35'24" West, 49.60 feet; Thence North 89°24'36" West, 300.83 feet; Thence North 00°35'24" East, 161.81 feet to the **POINT OF BEGINNING** of the easement to be described;

Thence South 89°24'36" East, 92.09 feet;
Thence North 00°35'24" East, 20.00 feet;
Thence North 89°24'36" West, 45.00 feet;
Thence North 00°35'24" East, 12.42 feet;
Thence North 89°24'36" West, 20.00 feet;
Thence South 00°35'24" West, 12.42 feet;
Thence North 89°24'36" West, 27.09 feet;
Thence South 00°35'24" West, 20.00 feet to the **POINT OF BEGINNING** and the end of this easement description.

Containing 2090.19 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.

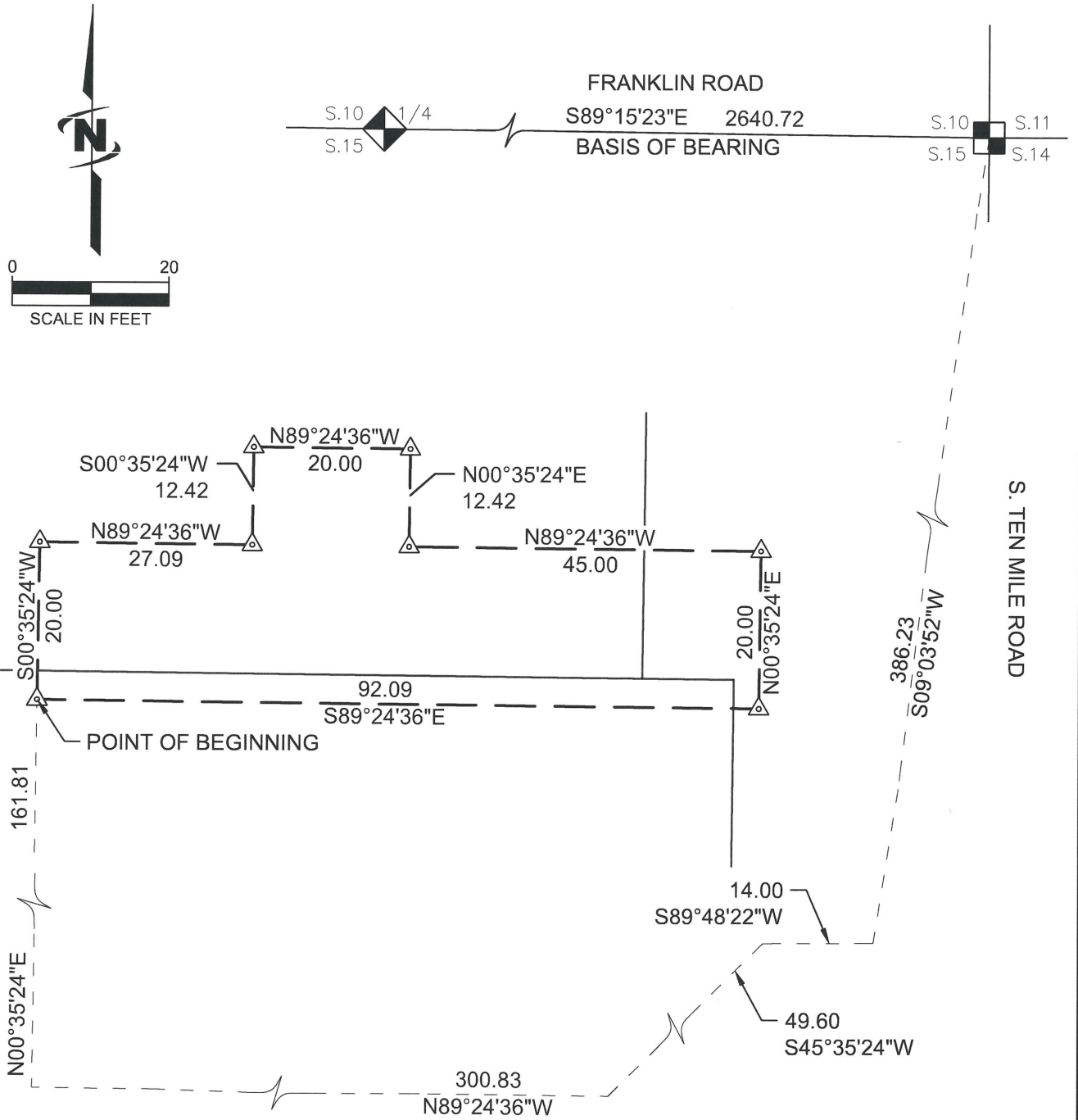

John J. Shea, PLS 15528

05-25-2023

Date



EXHIBIT B



PRJ NO: 10-22-055



CITY OF MERIDIAN WATER MAIN EASEMENT B

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