

Project Name or Subdivision Name:

Chipotle AFC Buildings

Water Main Easement Number: 01

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 ESMT-2024-0042

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between Smith Frazier, 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

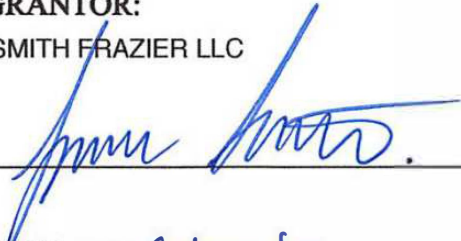
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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:
SMITH FRAZIER LLC



STATE OF Colorado
) ss
County of Montezuma

This record was acknowledged before me on 2/6/24 (date) by Spencer Smith (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 SMITH FRAZIER LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Managing Member (type of authority such as officer or trustee)





Notary Signature
My Commission Expires: Oct 26, 2024

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.

Notary Stamp Below

Notary Signature
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land being a portion of parcel E as shown on Record of Survey No. 13573, Instrument No. 2022-070648, Ada County Records, in the NE 1/4 Section 24, T. 3N., R. 1W., Boise Meridian, City of meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Parcel E, thence on the westerly line of said parcel E $N00^{\circ}00'16''W$ a distance of 15.47 feet to a point on the north line of a water and sewer easement as shown in Instrument No. 107141995, Ada County Records; thence on last said north line $S89^{\circ}58'40''E$ a distance of 13.26 feet to the Point of beginning; thence $N00^{\circ}01'31''E$ a distance of 173.41 feet; thence $S89^{\circ}59'47''E$ a distance of 19.99 feet; thence $S00^{\circ}01'15''W$ a distance of 4.27 feet; thence $N89^{\circ}34'07''E$ a distance of 20.28 feet; thence $S00^{\circ}01'17''W$ a distance of 20.00 feet; thence $S89^{\circ}34'07''W$ a distance of 20.28 feet; thence $S00^{\circ}01'16''W$ a distance of 114.00 feet; thence $S89^{\circ}58'36''E$ a distance of 21.00 feet; thence $S00^{\circ}14'14''W$ a distance of 20.00 feet; thence $N89^{\circ}58'38''W$ a distance of 21.00 feet; thence $S00^{\circ}01'15''W$ a distance of 15.14 feet to a point on last said north line; thence on last said north line $N89^{\circ}58'40''W$ a distance of 20.00 to the Point of Beginning.

The above described parcel contains 4,293 Square Feet, more or less.

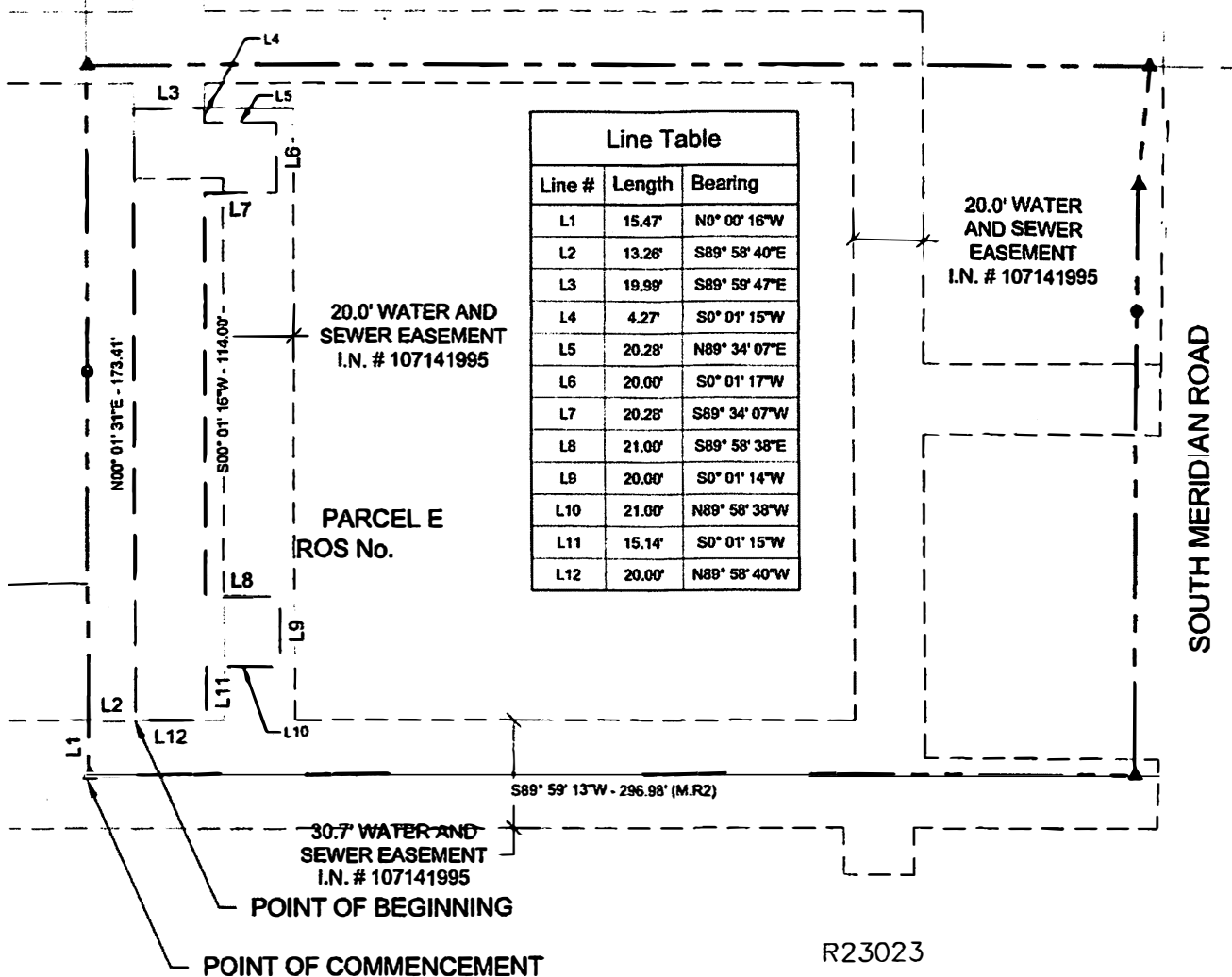


EXHIBIT B

A PARCEL OF LAND BEING A PORTION OF PARCELE AS SHOWN ON RECORD OF SURVEY NO. 13573, INSTRUMENT NO. 2022-070648 ADA COUNTY RECORDS, IN THE NE 1/4 SECTION 24, T. 3N., R. 1W. BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO.



Scale: 1" = 50'



Line Table		
Line #	Length	Bearing
L1	15.47'	N0° 00' 16"W
L2	13.26'	S89° 58' 40"E
L3	19.99'	S89° 59' 47"E
L4	4.27'	S0° 01' 15"W
L5	20.28'	N89° 34' 07"E
L6	20.00'	S0° 01' 17"W
L7	20.28'	S89° 34' 07"W
L8	21.00'	S89° 58' 38"E
L9	20.00'	S0° 01' 14"W
L10	21.00'	N89° 58' 38"W
L11	15.14'	S0° 01' 15"W
L12	20.00'	N89° 58' 40"W

20.0' WATER AND SEWER EASEMENT
I.N. # 107141995

20.0' WATER AND SEWER EASEMENT
I.N. # 107141995

PARCEL E
ROS No.

30.7' WATER AND SEWER EASEMENT
I.N. # 107141995

SOUTH MERIDIAN ROAD

S89° 59' 13"W - 296.98' (M.R2)

N00° 01' 31"E - 173.41'

S00° 01' 16"W - 114.00'

POINT OF COMMENCEMENT

POINT OF BEGINNING

R23023



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208.853.6470 · www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID