

**Project Name (Subdivision):**

Dutch Bros at Ustick

**Water Main Easement Number:** 3

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 \_\_\_, 2023 between Osterloh Properties, 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

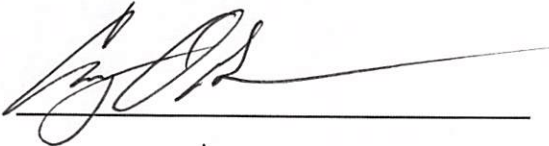
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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.

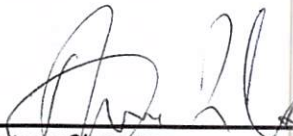
GRANTOR:  
Osterloh Properties, LLC

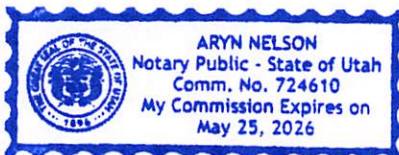


Utah  
STATE OF ~~IDAHO~~ )  
Salt Lake ) ss  
County of ~~Ada~~ )

This record was acknowledged before me on 10/6/23 (date) by Craig Osterloh  
(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 Osterloh 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: May 25, 2026



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: \_\_\_\_\_



September 26, 2023  
Project No.: 123061

**EXHIBIT "A"**

**WADSWORTH MERIDIAN SUBDIVISION  
WATER EASEMENT No. 3 DESCRIPTION**

An easement located in Government Lot 1 in the Northeast Quarter of Section 5, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 5 of said Township 3 North, Range 1 East, (from which the North Quarter Corner of said Section 5 bears South 89°39'20" West, 2656.46 feet distant);  
Thence from said Northeast Corner of Section 5, South 89°39'20" West, a distance of 497.37 feet on the north line of said Section 5;

Thence South 00°20'40" East, a distance of 80.92 feet to a point on the southerly right of way line of East Ustick Road, said point being the northwest corner of Parcel "A" of Record of Survey No. 13633, Instrument No. 2022-078886, of Ada County Records and the northwest corner of the City of Meridian Water Easement, Instrument No. 2021-132715, of Ada County Records;

Thence South 01°05'59" West, a distance of 151.00 feet on the west boundary line of said Parcel "A" to the southwest corner of said Parcel "A" and the northwest corner of Lot 5 of Wadsworth Meridian Subdivision, as shown on Page 19070 in Book 121 of Plats, Instrument No. 2021-151043, of Ada County Records;

Thence on the common lot line of said Parcel "A" and Parcel "B" of Record of Survey No. 13633, Instrument No. 2022-078886, Records of Ada County and Lot 5 of said Wadsworth Meridian Subdivision for the following courses and distances:

Thence South 88°54'01" East, a distance of 56.00 feet;

Thence North 01°05'59" East, a distance of 32.89 feet;

Thence South 86°01'47" East, a distance of 198.05 feet;

Thence South 84°06'00" East, a distance of 54.30 feet to the northwest corner of Lot 4 of said Wadsworth Meridian Subdivision, said point being the POINT OF BEGINNING;

Thence South 84° 06' 00" East, a distance of 14.05 feet on the common lot line of said Parcel "B" and said Lot 4;

Thence South 05° 08' 34" West, a distance of 21.03 feet to a point on said City of Meridian Water Easement;

Thence North 84° 51' 26" West, a distance of 14.33 feet on said water easement;

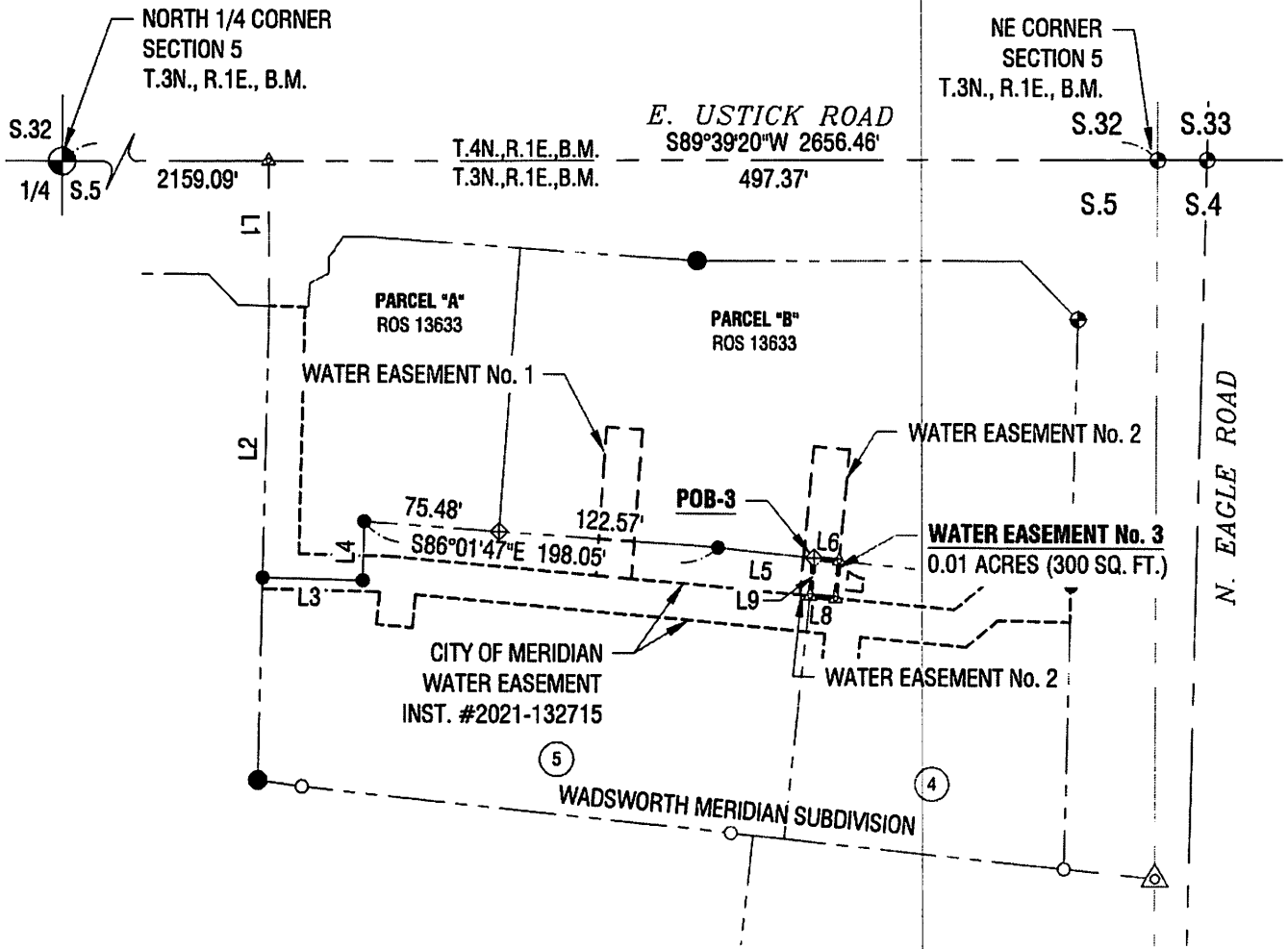
Thence North 05° 54' 00" East, a distance of 21.22 feet on the west boundary line of said Lot 4 to the northwest corner of said Lot 4, said point being the POINT OF BEGINNING.

The above described Easement contains 300 square feet more or less.

PREPARED BY:  
**The Land Group, Inc.**

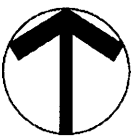
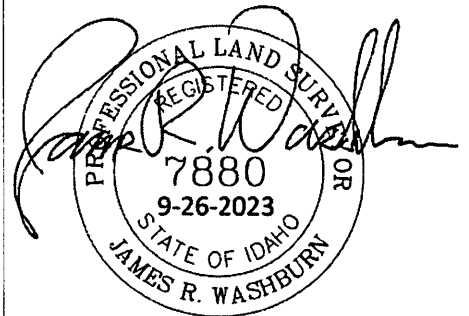
James R. Washburn





Line Table		
LINE	BEARING	LENGTH
L1	S00°20'40"E	80.92'
L2	S01°05'59"W	151.00'
L3	S88°54'01"E	56.00'
L4	N01°05'59"E	32.89'
L5	S84°06'00"E	54.30'

Line Table		
LINE	BEARING	LENGTH
L6	S84°06'00"E	14.05'
L7	S05°08'34"W	21.03'
L8	N84°51'26"W	14.33'
L9	N05°54'00"E	21.22'



**Exhibit "B"**

Horizontal Scale: 1" = 100'

Project No.: 123061  
Date of Issuance: 9-21-2023



**Water Easement No. 3**  
**City of Meridian**  
**Dutch Bros Coffee of Canyon County**

File Location: c:\p\2023\123061\land\survey\sub\lax\230630\wrdr easement no.3 123061.dwg  
Last Plotted By: alex.mahy  
Date Plotted: Monday, September 25 2023 at 10:37 AM