

Project Name or Subdivision Name:

Loose Screw Beer at 105 E. Carlton

Water Main Easement Number: 1

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-2024-0158

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 12th day of November 2024 between
JTR Holdings, 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: JTR Holdings, LLC

J. W. R.

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 10/24/24 (date) by JOE Borton
(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 JTR Holdings, LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: Member (type of authority such as officer or trustee)

Notary Stamp Below



Notary Signature _____
My Commission Expires: 3/27/29

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 11-12-2024

Attest by Chris Johnson, City Clerk 11-12-2024

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on 11-12-2024 (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 3-28-2028
My Commission Expires: _____

PORTSIDE LAND
SURVEYING, LLC

EXHIBIT A

WATER EASEMENT DESCRIPTION

An easement across a portion of Block 5, F.A. Nourse's Second Addition, Book 2 of Plats, Page 64, said easement being located in a portion of the Southwest Quarter of the Northwest Quarter of Section 7, Township 3 North, Range 1 East, Boise Meridian, said easement being more particularly described as follows:

Commencing at a found 5/8" rebar with cap at the centerline intersection of North Main Street and East Carlton Avenue, from which a found brass cap monument at the centerline intersection of East Carlton Avenue and Northeast 2nd Street bears North 89°35'34" East a distance of 380.18 feet; thence along said centerline line, North 89°35'34" East a distance of 159.53 feet; thence South 00°24'26" East a distance of 30.00 feet to a point on the North right-of-way line of East Carlton Avenue, the True Point of Beginning;

Thence South 00°24'26" East a distance of 25.50 feet;

Thence South 89°35'34" West a distance of 20.00 feet;

Thence North 00°24'26" West a distance of 9.50 feet;

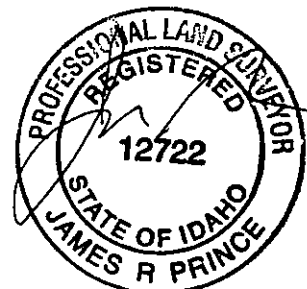
Thence South 89°35'34" West a distance of 15.50 feet;

Thence North 00°24'26" West a distance of 16.00 feet to a point on the North right-of-way line of East Carlton Avenue;

Thence along said right-of-way line, North 89°35'34" East a distance of 35.50 feet to the True Point of Beginning.

Said easement containing 758 Sq. Ft., more or less.

End Description
Project No. 24-141
Revised October 22, 2024



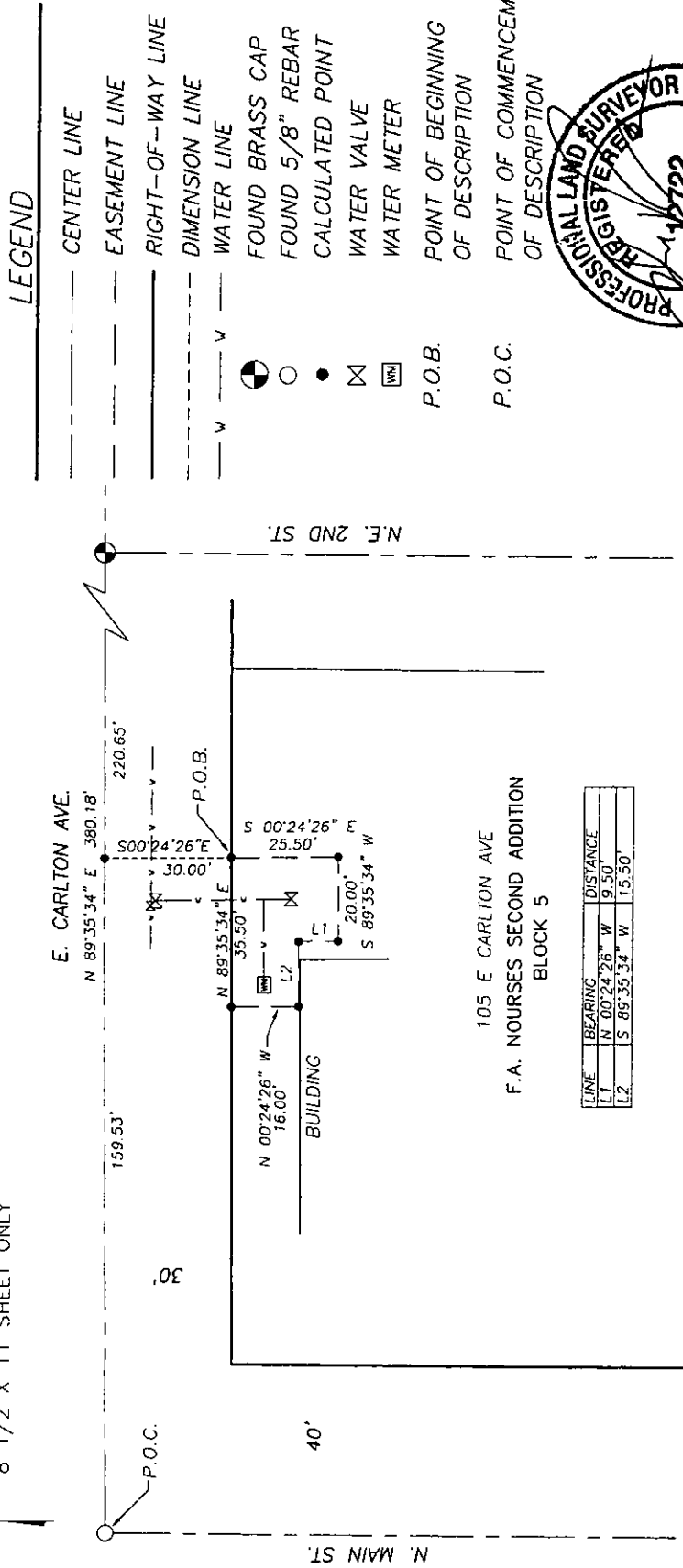
10-22-2024

EXHIBIT B

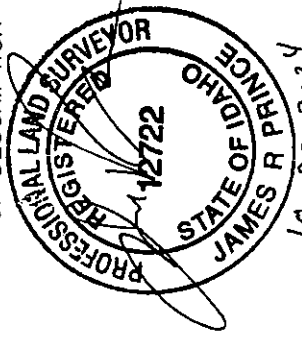
WATER EASEMENT

AN AREA OF LAND WITHIN THE ACHD E. CARLTON AVE. RIGHT-OF-WAY, SAID AREA BEING LOCATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 7 TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO

SCALE: 1"=30'
8 1/2 X 11 SHEET ONLY



LINE	BEARING	DISTANCE
L1	N 00°24'26" W	9.50'
L2	S 89°35'34" W	15.50'



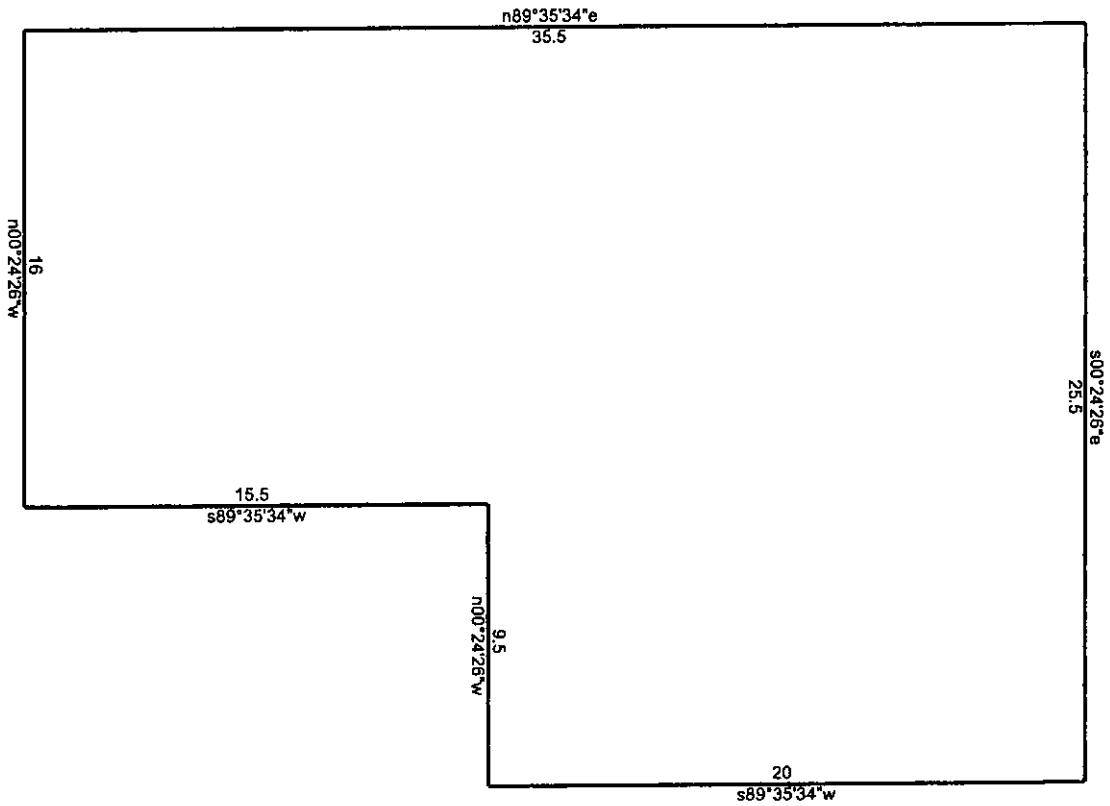
REFERENCES:

RECORDS OF ADA COUNTY

1. RECORD OF SURVEY No. 14127
2. F.A. NOURSE'S SECOND ADDITION, BOOK 2, PAGE 64

PORTSIDE LAND SURVEYING

3626 W. HILL ROAD, BOISE, ID 83703
PHONE: (208) 484-6666



Water Easement

10/22/2024

Scale: 1 inch= 6 feet

File:

Tract 1: 0.0174 Acres (758 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=122 ft.

01 s00.2426e 25.5
02 s89.3534w 20
03 n00.2426w 9.5
04 s89.3534w 15.5
05 n00.2426w 16
06 n89.3534e 35.5