

Project Name or Subdivision Name:

Idaho Fitness Factory

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-2025-0125

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 28th day of October 20 25 between
Alturas 3171 Quintale, 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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 10-28-2025

Attest by Chris Johnson, City Clerk 10-28-2025

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 10-28-2025 (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:_____

October 13, 2025
Project No. 24-196
City of Meridian Water Easement

Exhibit A

A parcel of land for a City of Meridian Water Easement being a portion of Lot 70, Block 10 of Bridgetower Crossing Subdivision No. 7 (Book 92 of Plats, Pages 10918-10919), situated in the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found 1/2-inch rebar marking the Northeast corner of said Lot 70, which bears N00°53'13"E a distance of 200.00 feet from a found 5/8-inch rebar marking the Southeast corner of said Lot 70, thence following the northerly boundary of said Lot 70, N89°06'47"W a distance of 314.50 feet to the **POINT OF BEGINNING**.

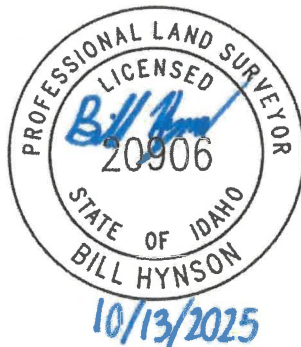
Thence leaving said northerly boundary, S00°53'13"W a distance of 31.90 feet;
Thence N89°06'47"W a distance of 23.84 feet;
Thence N00°53'13"E a distance of 11.64 feet;
Thence N89°06'48"W a distance of 11.66 feet to the easterly right-of-way of N. Ten Mile Road;
Thence following said easterly right-of-way the following two (2) courses:
1. N00°53'16"E a distance of 5.54 feet to a found 5/8-inch rebar;
2. N00°15'22"W a distance of 14.72 feet to said northerly boundary;

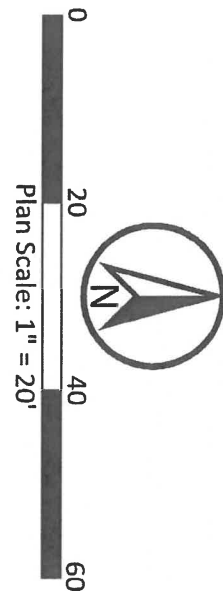
Thence leaving said easterly right-of-way and following said northerly boundary, S89°06'47"E a distance of 35.80 feet to the **POINT OF BEGINNING**.

Said parcel contains 999 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

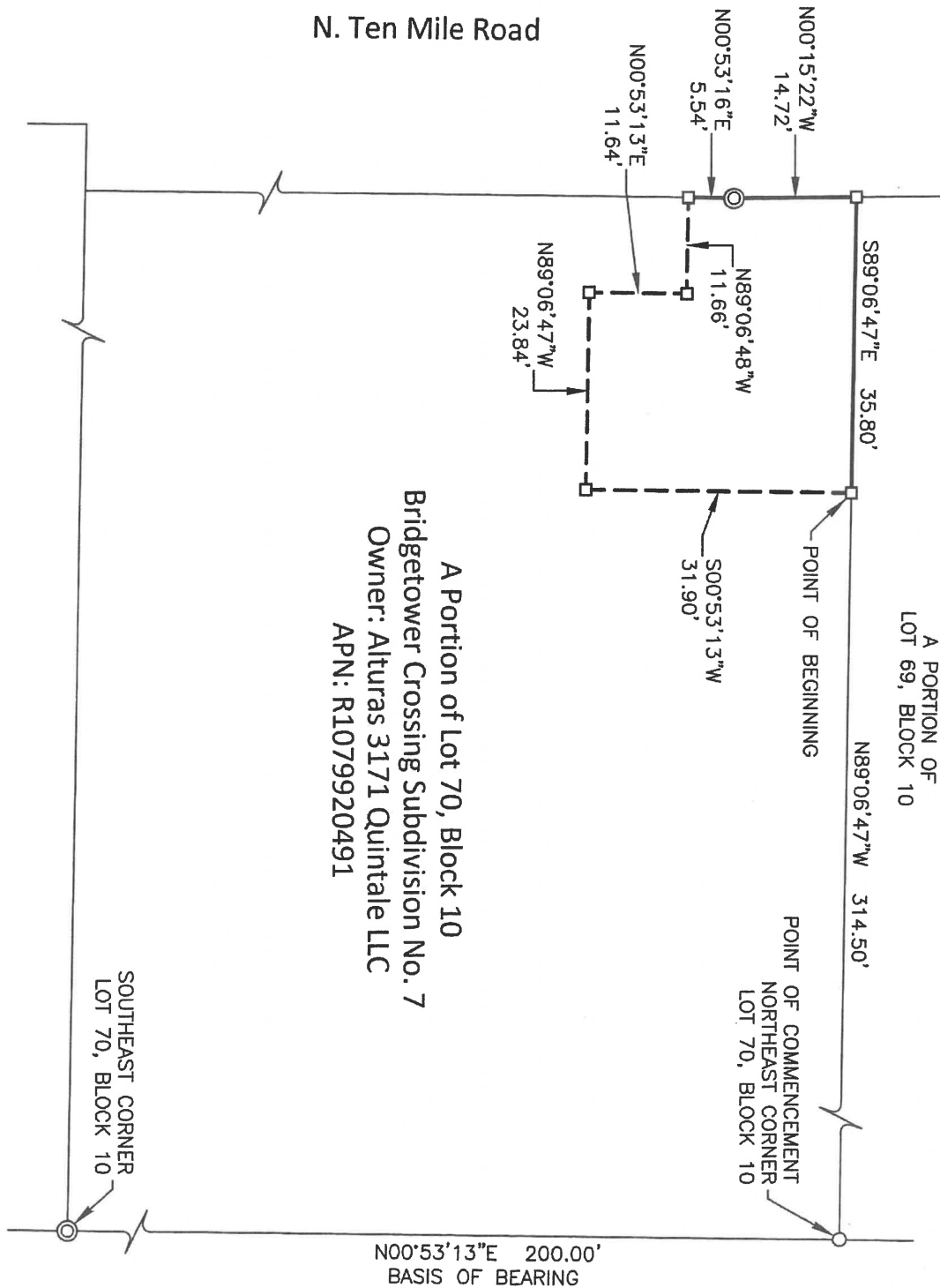
Attached hereto is **Exhibit B** and by this reference is made a part hereof.





LEGEND

- FOUND 5/8" REBAR
- FOUND 1/2" REBAR
- CALCULATED POINT
- BOUNDARY LINE
- - - - EASEMENT LINE

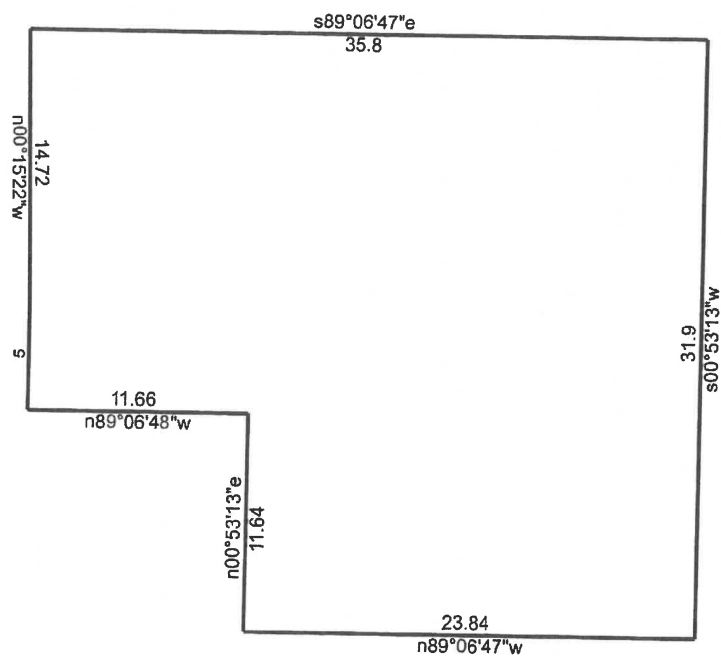


A Portion of Lot 70, Block 10
Bridgetower Crossing Subdivision No. 7
Owner: Alturas 3171 Quintale LLC
APN: R1079920491

Exhibit B City of Meridian Water Easement

A portion of Lot 70, Block 10 of Bridgetower Crossing Subdivision No. 7, situated in the NW 1/4 of the NW 1/4 of Section 35, T4N, R1W, B.M., City of Meridian, Ada County, ID

DATE: OCTOBER, 2025
PROJECT: 24-196
SHEET: 1 OF 1



10/10/2025

Scale: 1 inch= 10 feet

File:

Tract 1: 0.0229 Acres (999 Sq. Feet), Closure: n64.1319w 0.01 ft. (1/19042), Perimeter=135 ft.

01 s00.5313w 31.9
02 n89.0647w 23.84
03 n00.5313e 11.64
04 n89.0648w 11.66
05 n00.5316e 5.54
06 n00.1522w 14.72

07 s89.0647e 35.8