

Project Name (Subdivision):

Ten Mile Marketplace

Water Main Easement Number: 2

Identify this Easement by sequential number if Project contains more than one Water Main easement.

(See Instructions for additional information).

(ESMT-2023-0184)

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20____ between Eckhardt Properties -
("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee"); Lewiston, LLC

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:

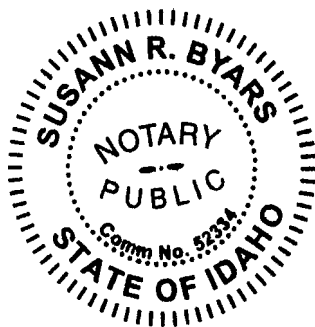
Cheri Moore
Cheri Moore - Co-Agent of Eckhardt Family LLLP Sole Member of
Eckhardt Properties - Lewiston, LLC.

STATE OF IDAHO)

Payette) ss
County of Ada)

This record was acknowledged before me on 12/18/23 (date) by Cheri Moore
(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 Eckhardt Properties - Lewiston
(name of entity on behalf of whom record was executed), in the following representative LLC
capacity: Co-Agent of Eckhardt (type of authority such as officer or trustee)
Family LLLP, Sole Member

(stamp)



Susann R Byars
Notary Signature
My Commission Expires: 5/2/2026
Residing in Payette

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: _____

December 8, 2023
Project No. 21-213
Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement over a portion of Lot 70, Block 10 of Bridgetower Crossing Subdivision No. 7 (Book 92 of Plats, Pages 10918-10991), 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:

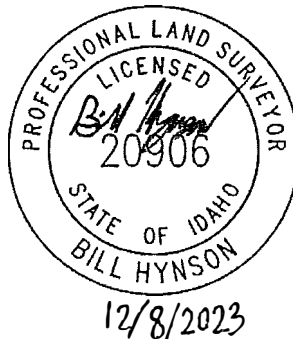
Commencing at a found 1/2-inch rebar marking the Northeast corner of said Lot 70, which bears S00°53'13"W a distance of 200.00 feet from a found 1/2-inch rebar marking the Northeast corner of Lot 69 of said Bridgetower Crossing No. 7, thence following the northerly boundary line of said Lot 70, N89°06'47"W a distance of 315.31 feet to the **POINT OF BEGINNING**.

Thence leaving said northerly boundary line, S00°57'46"W a distance of 3.04 feet;
Thence N89°02'14"W a distance of 34.92 feet to the easterly right-of-way line of N. Ten Mile Road;
Thence following said easterly right-of-way line, N00°15'22"W a distance of 2.99 feet to a found 5/8-inch rebar on said northerly boundary line;
Thence leaving said easterly right-of-way line and following said northerly boundary line, S89°06'47"E a distance of 34.99 feet to the **POINT OF BEGINNING**.

Said parcel contains 105 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.



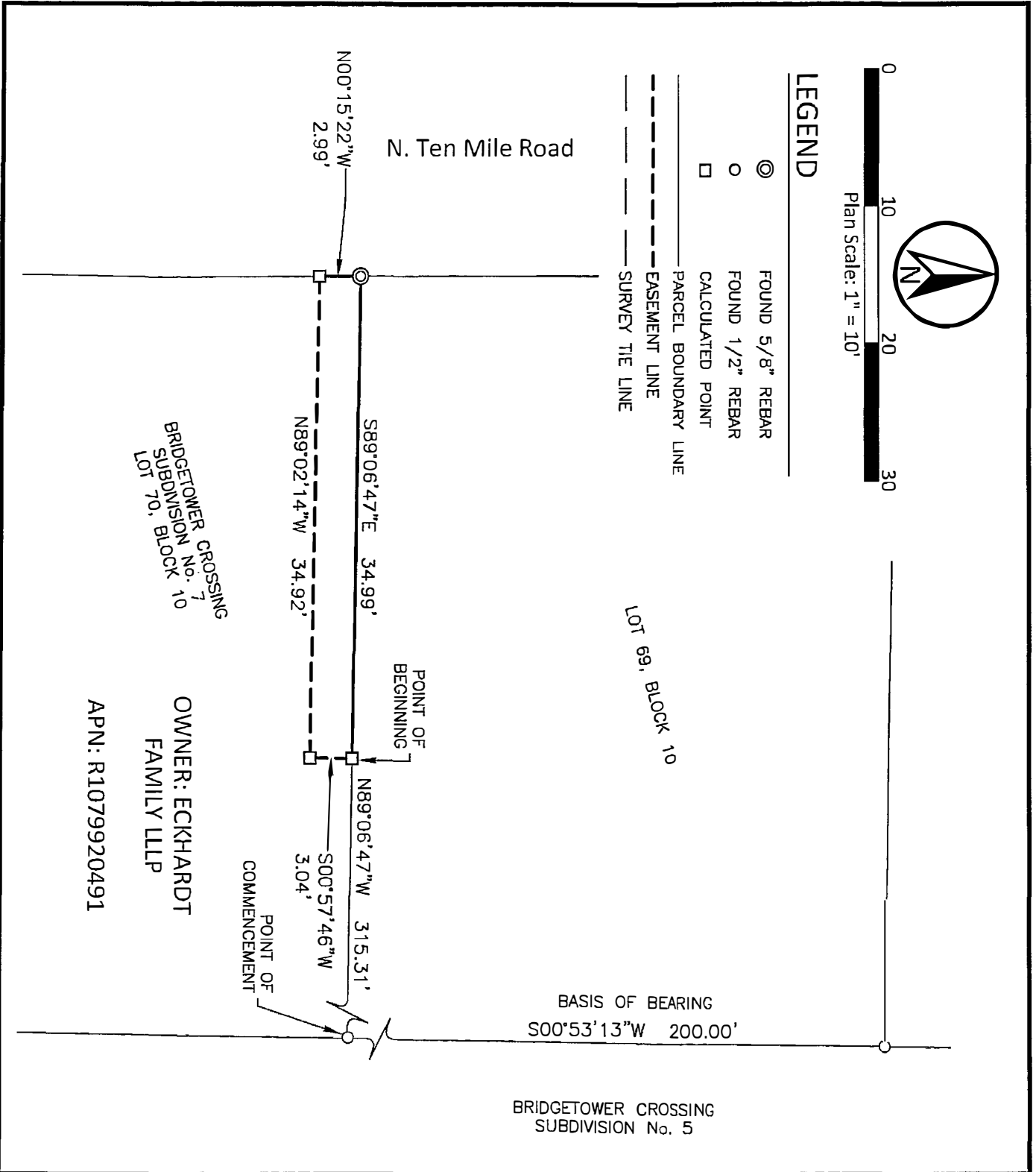
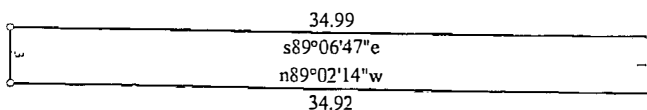


Exhibit B
City of Meridian Water Easement

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, T.4N., R.1W., B.M., City of Meridian, Ada County, ID

DATE: December, 2023
PROJECT: 21-213
SHEET: 1 OF 1

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 539-6939
kmenfllp.com



Title:		Date: 12-08-2023
Scale: 1 inch = 10 feet	File: Deed Plotter.des	
Tract 1: 0.002 Acres: 105 Sq Feet: Closure = n54.3540w 0.01 Feet: Precision =1/9838: Perimeter = 76 Feet		
001=s00.5746w 3.04	003=n00.1522w 2.99	
002=n89.0214w 34.92	004=s89.0647e 34.99	