

Project Name (Subdivision):

Franklin Industrial

Sanitary Sewer & Water Main Easement Number:

1 (One)

Identify this Easement by sequential number if Project contains more than one easement of this type.
(See Instructions for additional information).

ESMT-2025-0016

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 18th day of February 20 25 between Franklin Storage LLC, an Idaho limited liability company ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water 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 sanitary sewer and 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 sanitary sewer and 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.

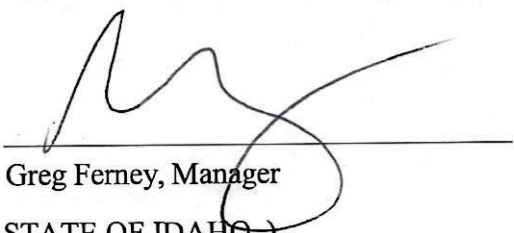
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or 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: FRANKLIN STORAGE LLC



Greg Ferney, Manager

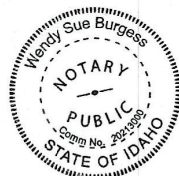
STATE OF IDAHO)

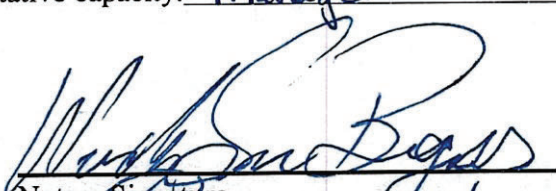
) ss

County of Ada)

This record was acknowledged before me on May 7th 2024 (date) by Greg Ferney (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 Franklin Storage LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

(stamp)





Notary Signature

My Commission Expires: 6/14/27

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-18-2025

Attest by Chris Johnson, City Clerk 2-18-2025

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

This record was acknowledged before me on 2-18-2025 (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 Signature
My Commission Expires: _____

EXHIBIT A

[Exhibit commences on following page.]

Exhibit "A"
City of Meridian Sanitary Sewer & Water Easement
Description No.1 For
4160 East Lanark Street

The following Describes a Parcel of Land for the Purpose of a Sanitary Sewer & Water Easement being a portion of the Southeast 1/4 of Section 9, Township 3 North., Range.1 East., B.M., City of Meridian, Ada County, Idaho, and more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 9; From which, the South 1/4 Corner of said Section 9 bears, North 89°20'44" West, 2,702.61 feet; Thence along the Southerly Boundary Line of the Southeast 1/4 of said Section 9, North 89°20'44" West, 2062.91 feet to a point on the Prolongation of the Westerly Boundary Line of a Certain Parcel of Land as Described in Warranty Deed Instrument No. 2020-009106, Records of Ada County, Idaho. Thence leaving said Southerly Boundary Line, and along the Westerly Boundary Line and its Prolongation of said Certain Parcel of Land, North 00°34'57" East, 42.00 feet to the Northerly Right of Way Line of West Franklin Road; Thence continuing along said Westerly Boundary Line, North 00°34'57" East, 586.69 feet; Thence, South 88°27'59" East, 148.18 feet to the **POINT OF BEGINNING:**

Thence, South 01°32'01" West, 22.00 feet;

Thence, South 88°27'59" East, 30.00 feet;

Thence, North 01°32'01" East, 22.00 feet;

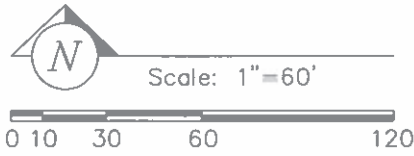
Thence, North 88°27'59" West, 30.00 feet to the **POINT OF BEGINNING:**

The above described Parcel of Land Contains 0.015 acres (660 Sq. Ft.), more or less.



EXHIBIT B

[Exhibit commences on following page.]

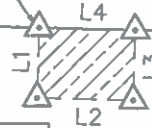


4

E. Lanark St.

Point of Beginning

S88°27'59"E 148.18'



Line Table		
Line	Bearing	Length
L1	S01°32'01"W	22.00'
L2	S88°27'59"E	30.00'
L3	N01°32'01"E	22.00'
L4	N88°27'59"W	30.00'

Legend



Found Aluminum Cap



Calculated Point



Platted Lot Number



Right-of-Way Line



Section Line



Property Boundary Line



Centerline

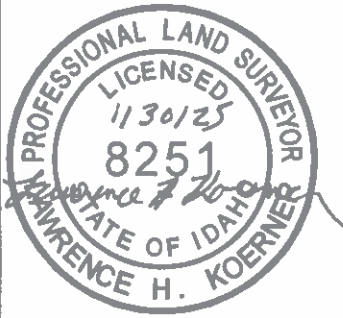


Lot/Parcel Line of Record



ACHD Permanent Easement

Block 2
Seyam East Subdivision
Book 116, Page 17443



4160 E. Lanark St.
Parcel No. S1109438871
Warranty Deed Inst.
No. 2020-009106

N. Truckee Ave.

N00°34'57"E
42.00'

639.70'

2062.91'

N89°20'44"W 2702.61'
Basis of Bearings

N. Cloverdale Rd.

P:\4160 East Lanark Street 24-105\dwg\Revised_24-105 Sewer & Water Easement No.1_1-28-2025.dwg 4-18-24



IDAHO
SURVEY
GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit "B"

City of Meridian Sewer & Water Easement No.1

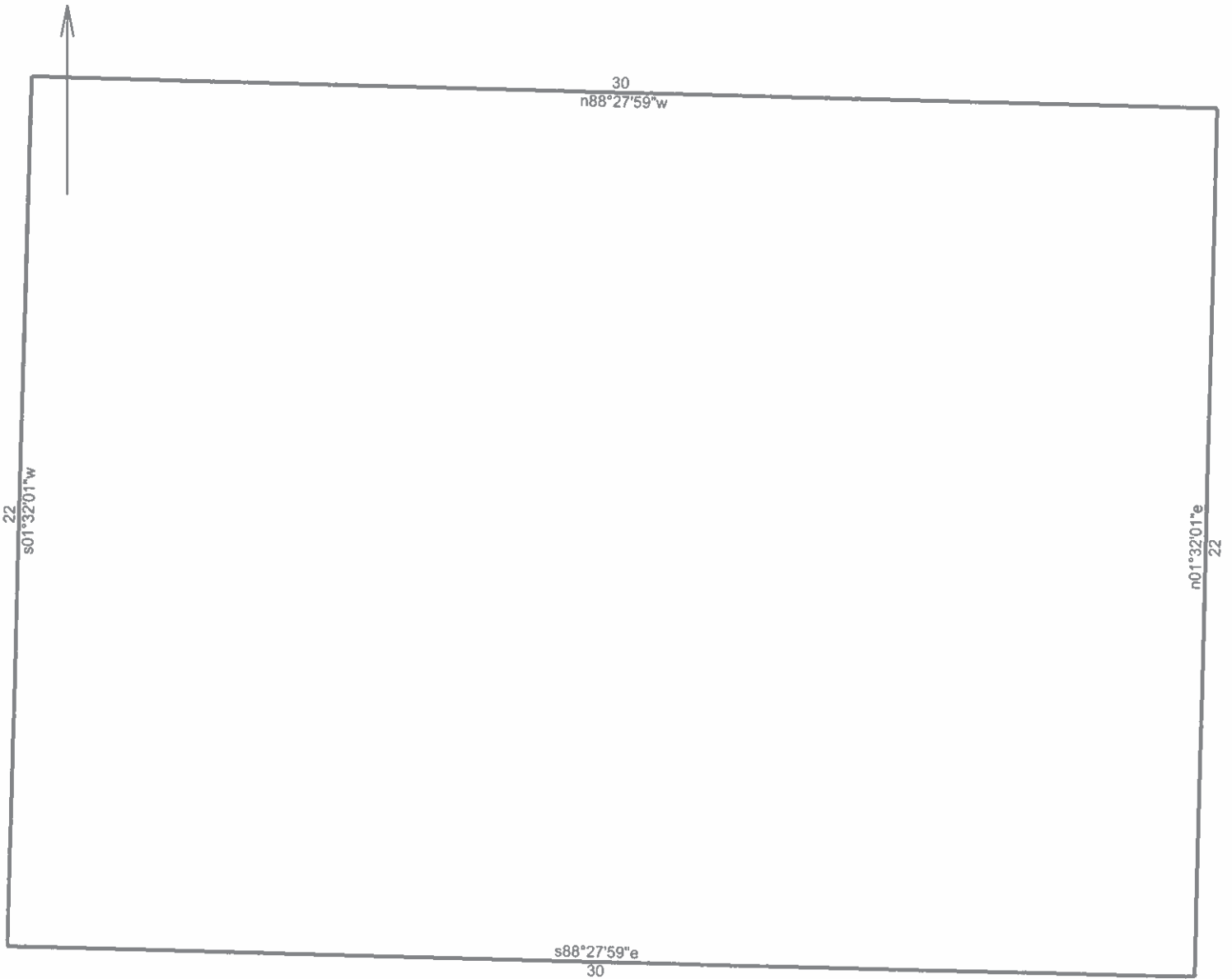
For 4160 East Lanark Street

Located in the SE1/4 of Section 9,
T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho.

Job No.
24-105

Sheet No.
1

Dwg. Date
1/28/2025



City of Meridian Sewer & Water Easement No.1

1/30/2025

Scale: 1 inch= 4 feet

File:

Tract 1: 0.0152 Acres (660 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=104 ft.

01 s01.3201w 22
02 s88.2759e 30
03 n01.3201e 22
04 n88.2759w 30