

Project Name or Subdivision Name:

Shamrock Foods Company

Water Main Easement Number: _____

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-2025-0074**

Record Number: _____

WATER MAIN EASEMENT

THIS Water Main Easement made this 8th day of July, 2025, between Shamrock Foods Company, an Arizona Corporation ("**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 a non-exclusive easement for the operation, repair, and maintenance of water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The non-exclusive 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. Nothing herein shall create or shall be deemed to create any use rights in the general public or constitute a public dedication for any general public use whatsoever.

TO HAVE AND TO HOLD, the said non-exclusive 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, which shall be performed by Grantee at its sole cost and expense, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. All such repairs or maintenance shall be performed by Grantee in a good and workman-like manner and in such a way as to minimize interruption to Grantor's business operations on

the property to the extent practicable. 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 materially 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 AND GRANTEE made herein shall be binding upon their 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: Shamrock Foods Company

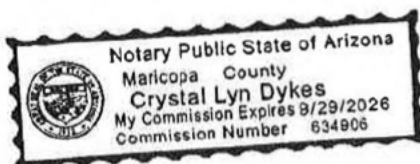
W Kent McClelland

W. Kent McClelland, Chairman and CEO, Shamrock Foods Company, an Arizona Corporation

STATE OF ARIZONA)
) ss
County of Maricopa)

This record was acknowledged before me on 6/19/2025 (date) by W. Kent McClelland, on behalf of Shamrock Foods Company, in the following representative capacity: Chairman and CEO.

Notary Stamp Below



Crystal Lyn Dykes

Notary Signature

My Commission Expires:

9/29/2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-8-2025

Attest by Chris Johnson, City Clerk 7-8-2025

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

This record was acknowledged before me on 7-8-2025 (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
My Commission Expires: _____



CENTURION ENGINEERS, INC.

Consulting Engineers, Land Surveyors and, Planners
2323 S. Vista Ave, Suite 206 Boise, ID 83705
Telephone 208.343.3381 | www.centengr.com

Shamrock Foods Company 1495 North Hickory Avenue Meridian, Idaho Water Line Easement

29 May 2025

A strip of land generally being 20.00 feet wide and being a portion of Lots 4 and 5 of Block 2 of Treasure Valley Business Park Phase 1 Subdivision and a portion of Lot 1 of Pleasant Valley Subdivision, as shown on the official plats thereof on file in the office of the Ada County, Idaho, Recorder, being situate in the northeast quarter of the northwest quarter and in the northwest of the northeast quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, Meridian City, Ada County, Idaho and being more particularly described as follows:

Commencing at the northeast corner of said Lot 4; thence S25°05'50"W, 33.96 feet along the westerly right-of-way of North Hickory Avenue to the **POINT OF BEGINNING**:

Thence continuing S25°05'50"W, 20.01 feet along the westerly right-of-way of North Hickory Avenue;

Thence N66°58'53"W, 50.84 feet;

Thence N90°00'00"W, 238.52 feet;

Thence S81°04'33"W, 28.24 feet;

Thence N90°00'00"W, 91.34 feet;

Thence S00°00'00"E, 25.60 feet;

Thence N90°00'00"W, 20.00 feet;

Thence N00°00'00"E, 25.60 feet;

Thence N90°00'00"W, 362.21 feet;

Thence S00°00'00"E, 125.53 feet;

Thence N90°00'00"W, 167.79 feet;

Thence S45°00'00"W, 27.38 feet;

Thence S00°00'00"E, 466.18 feet;

Thence S45°00'00"E, 22.36 feet;

Thence N90°00'00"E, 101.11 feet;

Thence N45°00'00"E, 38.22 feet;

Thence N90°00'00"E, 340.61 feet;

Thence S00°00'00"E, 4.00 feet;

Thence N90°00'00"E, 22.00 feet;

Thence N00°00'00"E, 4.00 feet;

Thence N90°00'00"E, 243.51 feet to the westerly right-of-way of North Hickory Avenue;

Thence S00°06'54"W, 20.00 feet along the westerly right-of-way of North Hickory Avenue;

Thence N90°00'00"W, 239.83 feet;

Thence S00°00'00"E, 18.85 feet;

Thence N90°00'00"W, 20.00 feet;

Thence N00°00'00"E, 18.85 feet;

Thence N90°00'00"W, 236.68 feet;

Thence S00°00'00"E, 18.16 feet;

Thence N90°00'00"W, 20.00 feet;

Thence N00°00'00"E, 18.16 feet;

Thence N90°00'00"W, 81.28 feet;

Thence S45°00'00"W, 38.22 feet;

Thence N90°00'00"W, 117.67 feet;

Thence N45°00'00"W, 38.92 feet;

Thence N00°00'00"E, 249.88 feet;

Thence N90°00'00"W, 11.26 feet;

Thence N00°00'00"E, 20.00 feet;

Thence N90°00'00"E, 11.26 feet;

Thence N00°00'00"E, 212.86 feet;

Thence N45°00'00"E, 43.95 feet;

Thence N90°00'00"E, 156.07 feet;

Thence N00°00'00"E, 23.77 feet;

Thence N90°00'00"W, 9.17 feet;

Thence N00°00'00"E, 20.00 feet;

Thence N90°00'00"E, 9.17 feet;

Thence N00°00'00"E, 70.04 feet;

Thence N45°00'00"E, 16.57 feet;

Thence N90°00'00"E, 480.27 feet;

Thence N81°04'33"E, 28.24 feet;

Thence N90°00'00"E, 244.15 feet;

Thence S66°58'53"E, 55.64 feet to the **POINT OF BEGINNING.**

Comprising **49,171 square feet** or **1.13 acres**, more or less.



WATER LINE EASEMENT FOR SHAMROCK FOODS OVERALL LAYOUT - SHEET 1 OF 3

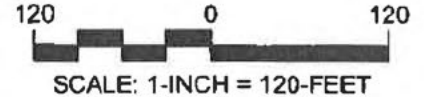


CENTURION ENGINEERS, INC.

Consulting Engineers, Land Surveyors & Planners

2323 South Vista Ave. #206 | Boise, ID 83705

Phone: 208.343.3381 | Web: www.centengr.com



LEGEND

- PARCEL BOUNDARY
- ROAD CENTERLINE
- EXISTING WATER LINE
- NEW WATER LINE
- 20-FOOT WIDE WATERLINE EASEMENT
- NEW FIRE HYDRANT
- EXISTING OR RELOCATED FIRE HYDRANT
- WATER VALVE
- EXISTING WATER VALVE
- EXISTING WATER MANHOLE



EAST HALF - SHEET 3 OF 3

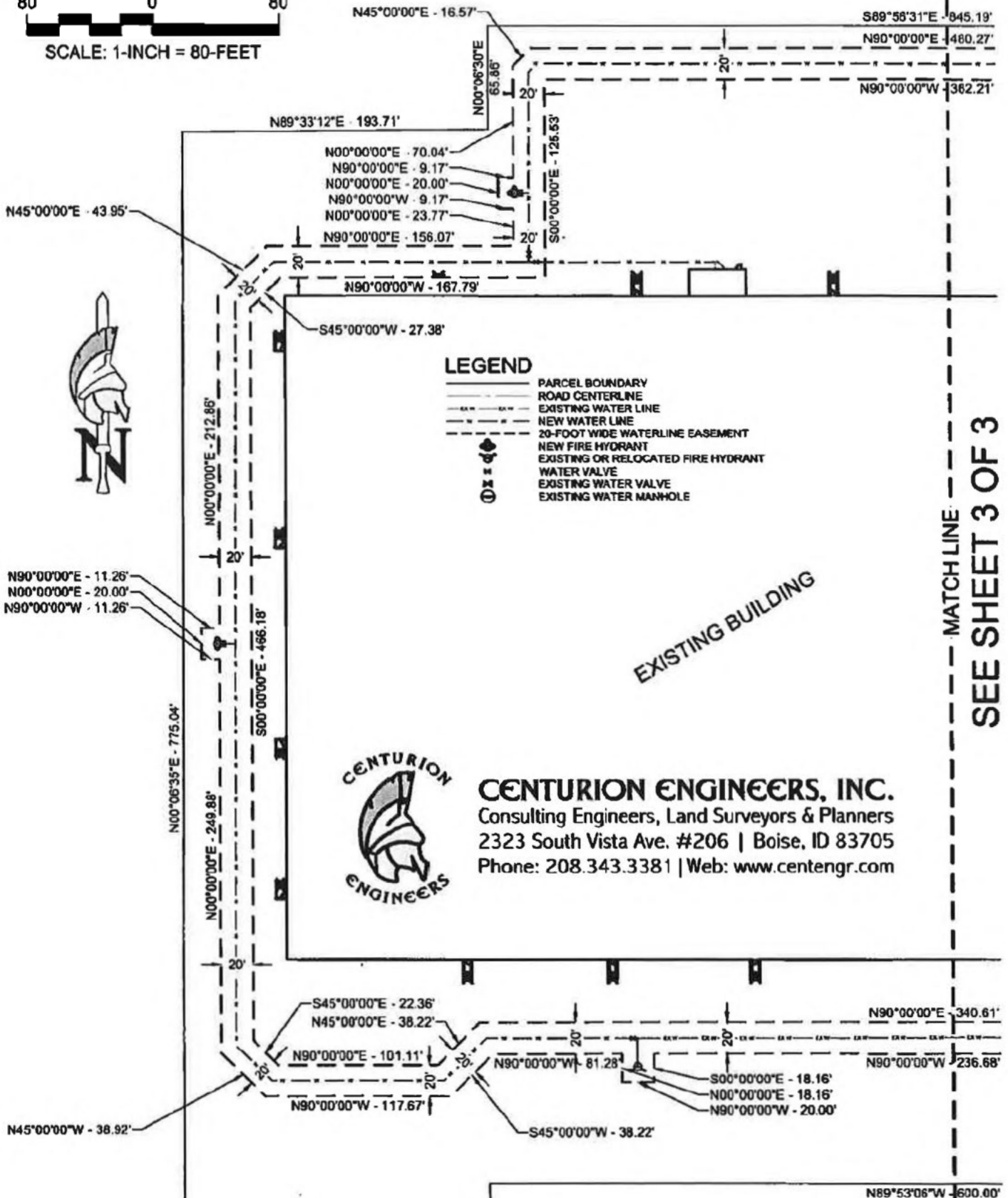
— MATCH LINE —

WEST HALF - SHEET 2 OF 3

EXISTING BUILDING

WATER LINE EASEMENT FOR SHAMROCK FOODS WEST HALF - SHEET 2 OF 3

80 0 80
SCALE: 1-INCH = 80-FEET



MATCH LINE - SEE SHEET 3 OF 3

WATER LINE EASEMENT FOR SHAMROCK FOODS EAST HALF - SHEET 3 OF 3

