

ESMT-2023-0003 Grocery Outlet LDIR-2022-0068

WATER MAIN EASEMENT

THIS Easement Agreement, made this 7th day of February, 2023 between 10 mile Franklin, 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of YOLO

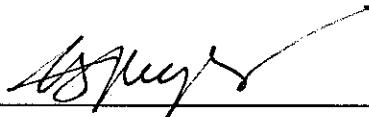
On 01 DECEMBER 2022 before me, VICKIE S. REYES, NOTARY PUBLIC,
(insert name and title of the officer)

personally appeared MARK L ENGSTROM
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

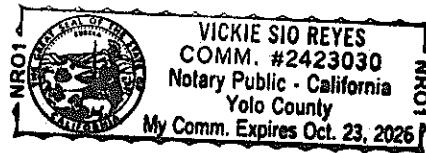
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



WATER EASEMENT CITY OF MERIDIAN/IDAHO MUN CORP.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-7-2023

Attest by Chris Johnson, City Clerk 2-7-2023

STATE OF IDAHO,)

ss.

County of Ada)

This record was acknowledged before me on 2-7-2023 (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: _____

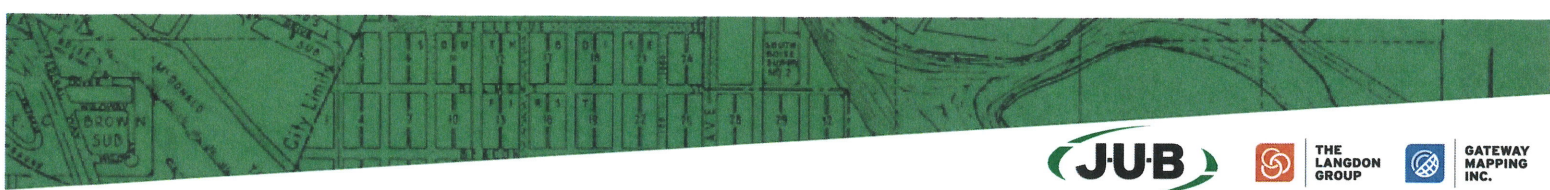


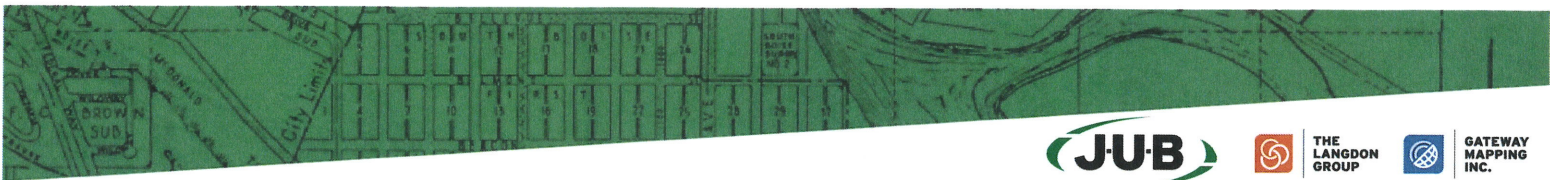
EXHIBIT "A"

ENGSTROM PROPERTIES CITY OF MERIDIAN 20-FOOT-WIDE WATER MAIN EASEMENT LEGAL DESCRIPTION

A water main easement located in a portion of the Northeast Quarter of the Northeast Quarter of Section 15, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at an Aluminum cap marking the southeast corner of the northeast quarter of the northeast quarter (N1/16th Corner) of said Section 15, from which a Brass cap marking the northeast corner of said Section 15 bears North 00°33'16" East, 1,329.09 feet; Thence North 00°33'16" East along the east line of said Section 15 for a distance of 189.44; Thence leaving the east line of said Section 15 along a random line, North 86°26'32" West, 71.52 feet to west right-of-way line of South Ten Mile Road, said point also being on the northerly right-of-way line of West Cobalt Drive at a point 37.00 feet northerly of the centerline thereof, when measured at right angles; Thence continuing North 86°26'32" West along said northerly right-of-way line for a distance of 76.47 feet to the beginning of a curve; Thence continuing along said northerly right-of-way line, Southwesterly, along the arc of a 337.00-foot-radius, tangent curve to the left (the radius of which bears South 03°33'28" West) through a central angle of 06°25'11" for an arc length of 37.76 feet, the long chord of which bears North 89°39'08" West with a chord length of 37.74 feet; Thence leaving said northerly right-of-way line, along a random line, North 00°35'24" East, 5.71 feet to the **POINT OF BEGINNING** of the easement to be described;

Thence continuing North 00°35'24" East, 32.65 feet;
Thence North 89°24'36" West, 73.73 feet;
Thence North 66°34'36" West, 80.38 feet;
Thence North 44°24'36" West, 33.80 feet;
Thence North 45°35'24" East, 6.53 feet;
Thence South 89°37'30" East, 6.89 feet;
Thence North 00°22'30" East, 20.00 feet;
Thence North 89°37'30" West, 15.13 feet;
Thence South 45°35'24" West, 14.77 feet;
Thence North 44°24'36" West, 36.79 feet;
Thence North 89°24'36" West, 19.14 feet;
Thence South 00°35'24" West, 20.00 feet;
Thence South 89°24'36" East, 10.86 feet;
Thence South 44°24'36" East, 86.22 feet;
Thence South 66°34'36" East, 88.33 feet;
Thence South 89°24'36" East, 57.77 feet;
Thence South 00°35'24" West, 12.65 feet;



J-U-B ENGINEERS, INC.



THE
LANGDON
GROUP



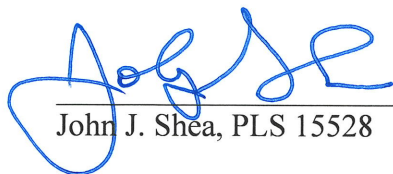
GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Thence South 89°24'36" East, 20.00 feet to the **POINT OF BEGINNING** and the end of this easement description.

Containing 5956.3 square feet, (0.14 acres), more or less.

This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of John J. Shea, PLS, all professional liability associated with this document is hereby declared null and void.



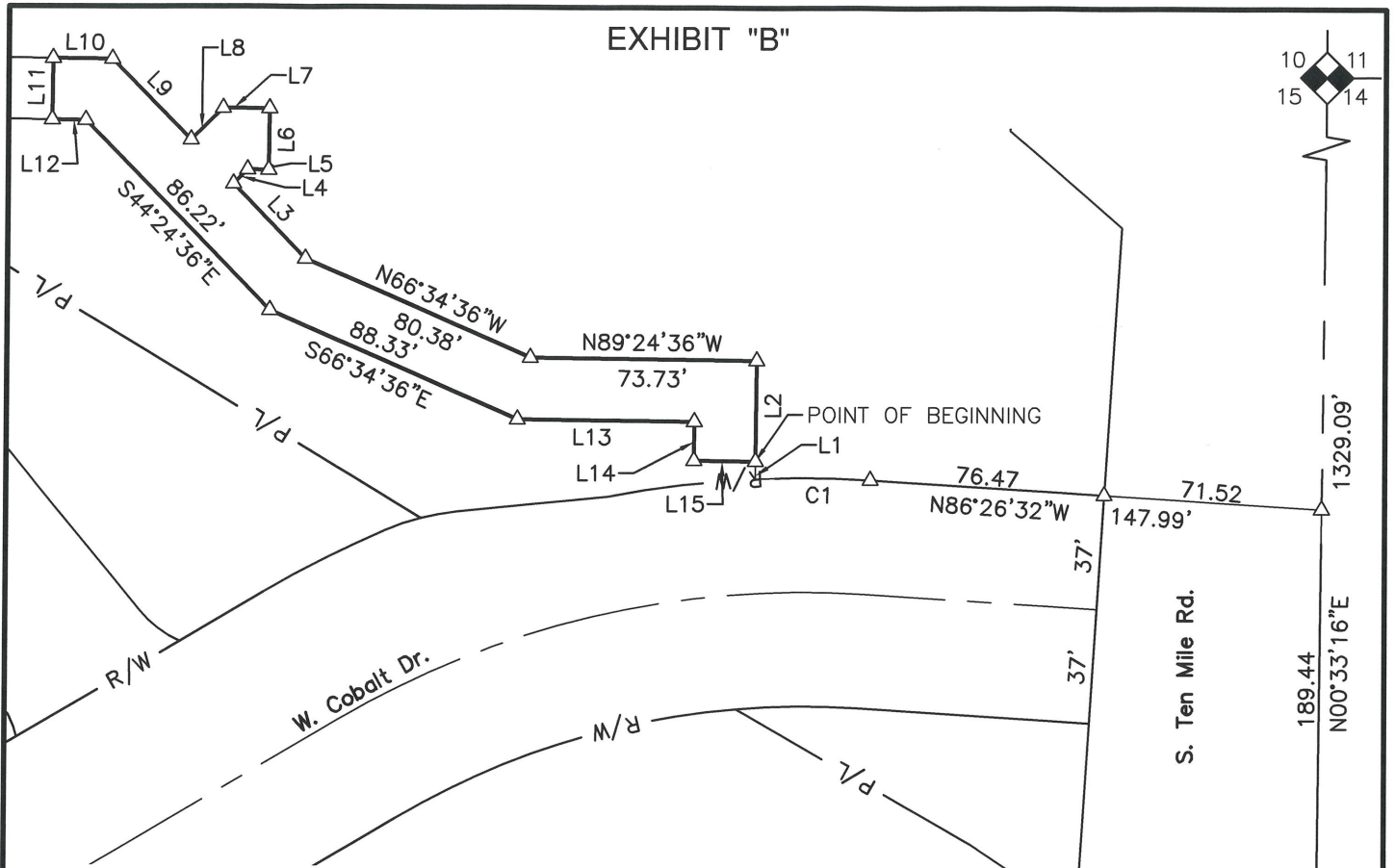
John J. Shea, PLS 15528

12-20-2022

Date



EXHIBIT "B"



LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N0°35'24"E	5.71'
L2	N0°35'24"E	32.65'
L3	N44°24'36"W	33.80'
L4	N45°35'24"E	6.53'
L5	S89°37'30"E	6.89'
L6	N0°22'30"E	20.00'
L7	N89°37'30"W	15.13'
L8	S45°35'24"W	14.77'
L9	N44°24'36"W	36.79'
L10	N89°24'36"W	19.14'
L11	S0°35'24"W	20.00'

LINE TABLE

LINE #	DIRECTION	LENGTH
L12	S89°24'36"E	10.86'
L13	S89°24'36"E	57.77'
L14	S0°35'24"W	12.65'
L15	S89°24'36"E	20.00'

CURVE TABLE

CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	37.76'	337.00'	18.90'	6°25'11"	N89°39'08"W	37.74'

0 60 120

SCALE IN FEET



PRJ NO: 10-25-006



CITY OF MERIDIAN
WATER MAIN EASEMENT LEGAL DESCRIPTION
SITUATE IN THE NE 1/4 OF THE NE 1/4 OF SECTION 15, T3N, R1W,
BOISE MERIDIAN, CITY OF MERIDIAN, COUNTY OF ADA, STATE OF IDAHO

SHEET
1 OF 1