

Project Name or Subdivision Name:

Everbrook Academy- Amity

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

Record Number: ESMT-2025-0025

WATER MAIN EASEMENT

THIS Easement Agreement made this 1st day of April 20 25 between
KTJ 413, 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

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: KTS 413, LLC

[Signature]

Minnesota
STATE OF IDAHO)

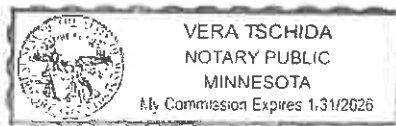
) ss

County of Ada)

Hennepin

This record was acknowledged before me on 3/12/25 (date) by David Scott
(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 KTS 413 LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: President Member (type of authority such as officer or trustee)

Notary Stamp Below



[Signature]

Notary Signature

My Commission Expires: 1/31/2026

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.

Notary Stamp Below

Notary Signature

My Commission Expires: _____

WATER MAIN EASEMENT DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, MERIDIAN CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND BRASS CAP MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 33; AND RUNNING THENCE SOUTH 89°15'22" EAST 1292.59 FEET ALONG THE SECTION LINE, BEING THE BASIS OF BEARING BETWEEN SAID FOUND NORTHWEST CORNER AND THE FOUND BRASS CAP MONUMENT AT THE NORTH QUARTER CORNER OF SAID SECTION 33; AND SOUTH 0°44'38" WEST 209.58 FEET TO THE TRUE POINT OF BEGINNING:

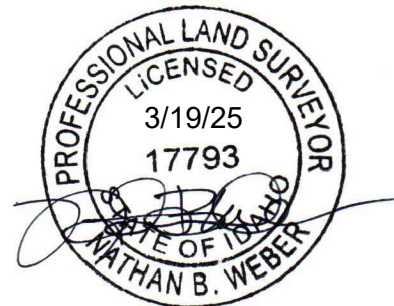
THENCE SOUTH 89°15'22" EAST 20.01 FEET TO A POINT ON THE WESTERLY LINE OF THE HILL'S CENTURY FARM NORTH SUBDIVISION NO. 1, AS RECORDED IN BOOK 121, PAGE 18902, ADA COUNTY RECORDER'S OFFICE;

THENCE SOUTH 0°44'38" WEST 19.50 FEET ALONG SAID WESTERLY SUBDIVISION LINE;

THENCE NORTH 89°15'22" WEST 20.01 FEET;

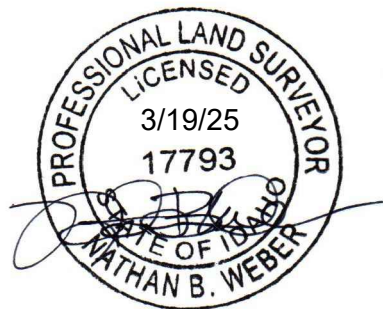
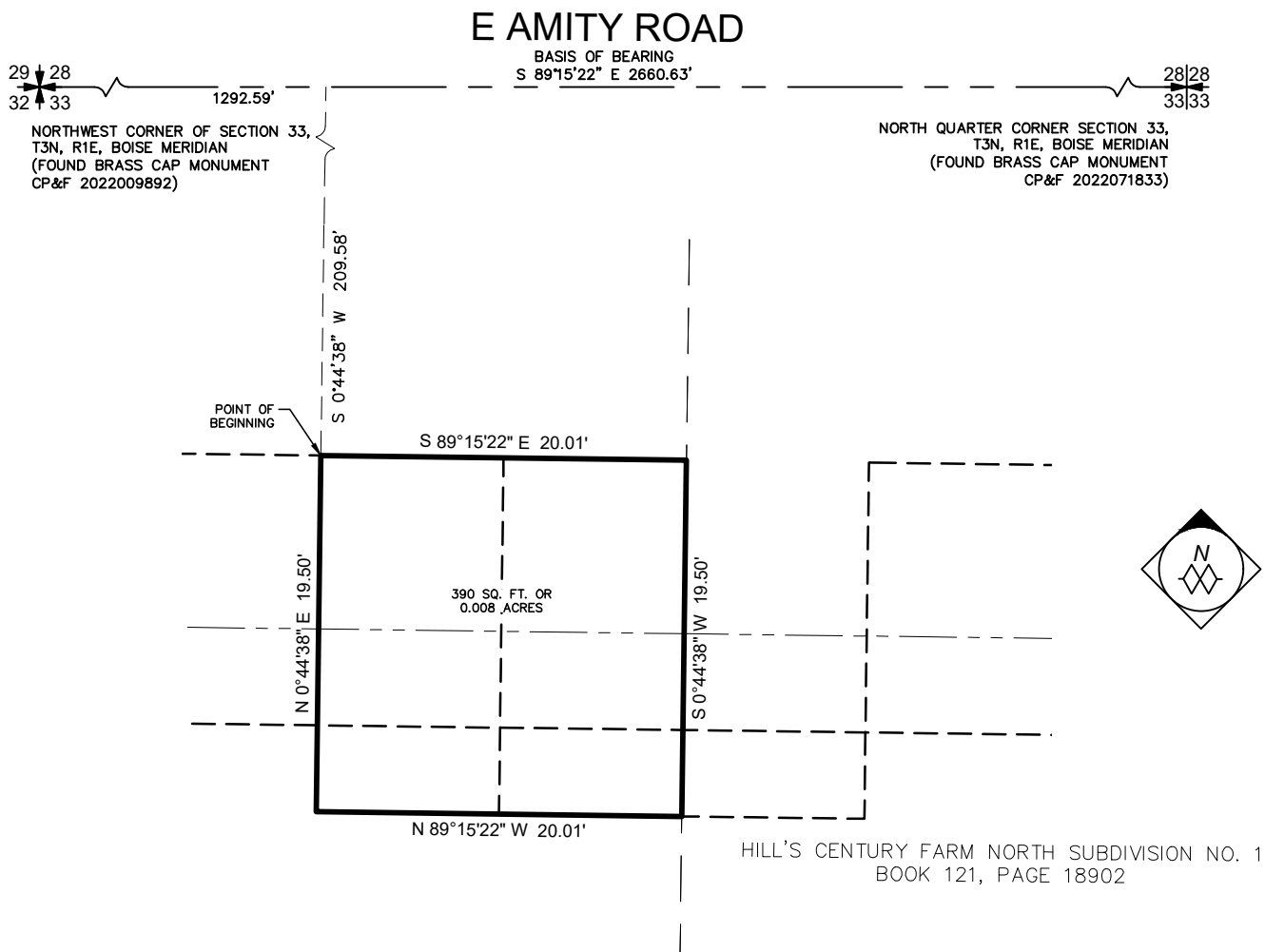
THENCE NORTH 0°44'38" EAST 19.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 390 SQ. FT. OR 0.008 ACRES



KTJ 413 LLC
WATER MAIN EASEMENT
MERIDIAN CITY, ADA COUNTY, IDAHO





KTJ 413 LLC
WATER MAIN EASEMENT
MERIDIAN CITY, ADA COUNTY, IDAHO



DIAMOND
LAND SURVEYING