

Project Name or Subdivision Name:

"McDermott Village" Water Easement

Water Main Easement Number: 6

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-2026-0146

**WATER MAIN EASEMENT**

THIS Easement Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Woodside Avenue Investors, 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

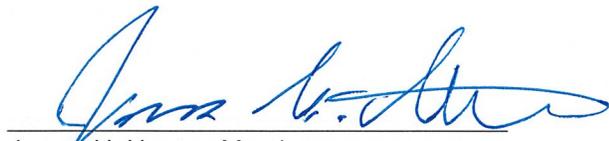
public street, then. to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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.

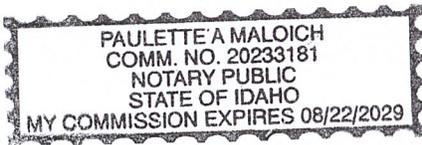
GRANTOR: Woodside Avenue Investors, LLC

  
James H. Hunter, Member  
Woodside Avenue Investors, LLC  
STATE OF IDAHO )

) ss  
County of Ada )

This record was acknowledged before me on Feb 17, 2026 (date) by James H. Hunter (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 Woodside Ave Investors LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Member (type of authority such as officer or trustee)

Notary Stamp Below



Paulette A Maloich  
Notary Signature  
My Commission Expires: 8/22/2029

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: \_\_\_\_\_

## Exhibit A

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A parcel of land being located in the Southeast Quarter of Section 32, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 32, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho from which the East 1/16 Corner common to Sections 32 and Section 5 bears North 89°17'49" West 1,325.58 feet;

Thence North 00°30'38" East, a distance of 241.67 feet along the section line of Section 32, and North 89°29'22" West, 1,271.40 feet to a point on the easterly right-of-way line of N. Glassford Ave., said point being the POINT OF BEGINNING of this description,

THENCE South 89°47'09" East, a distance of 18.59 feet;

THENCE North 00°12'51" East, a distance of 20.00 feet;

THENCE North 89°47'09" West, a distance of 18.47 feet to a point on the easterly right-of-way line of N. Glassford Ave.;

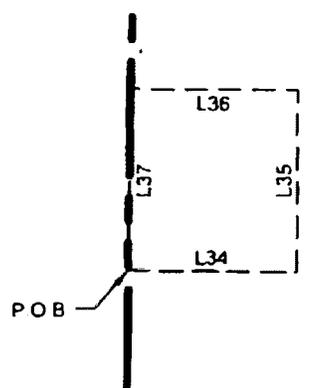
THENCE South 00°33'07" West, a distance of 20.00 feet to the POINT OF BEGINNING

Containing 371 square feet or 0.009 acres of land.



T4N R1W, B M  
(CP&F 2023-041551)

S1/16 32  
33



N89°29'22"W 1271.40'

LINE TABLE		
NO	BEARING	LENGTH
L34	S89°47'09"E	18.59'
L35	N00°12'51"E	20.00'
L36	N89°47'09"W	18.47'
L37	S00°33'07"W	20.00'

N00°30'38"E 241.67'

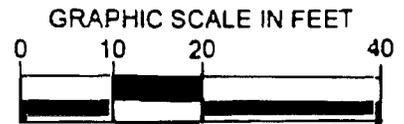
E 1/16 32  
5  
T4N, R1W, B M  
(CP&F 2022-013693)

N89°17'49"W 1325.58  
(BASIS OF BEARING)

32 33  
5 4  
T4N, R1W, B M  
(CP&F 2022-013694)



-  SECTION CORNER
-  SIXTEENTH CORNER
-  BOUNDARY LINE
-  TIE LINE
-  EASEMENT LINE
-  SECTION LINE
-  RIGHT-OF-WAY LINE



**Kimley»Horn**  
1100 W. DAVID STREET  
SUITE 210  
BOISE, IDAHO 83702  
PHONE (208) 297-0888  
www.kimley-horn.com

PROJECT:  
**McDERMOTT VILLAGE SUBD NO 1  
EASEMENT**

TITLE  
**EXHIBIT "B"**

JOB NO.: 093969000  
SCALE: 1" = 20'  
DATE: 9/24/2024  
SHEET:  
**SHEET 2 OF 2**