

Project Name or Subdivision Name:

The Cleaning Authority

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
Record Number: ESMT-2024-0014

WATER MAIN EASEMENT

THIS Easement Agreement made this 9th day of April 2024 between HH Holdings LLC (HH Holdings, 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:

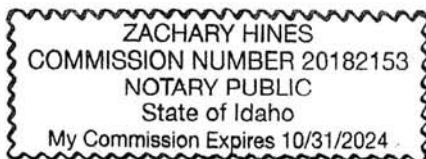
HH Holdings LLC



STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 2/9/24 (date) by Nathan Haislmaier (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 HH Holdings LLC (name of entity on behalf of whom record was executed), in the following representative capacity: 1st Vice Pres (type of authority such as officer or trustee)

Notary Stamp Below



Notary Signature
My Commission Expires: 10-31-24

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-9-2024

Attest by Chris Johnson, City Clerk 4-9-2024

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 4-9-2024 (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: 3-28-2028

**CLEANING AUTHORITY – UTILITY EASEMENT
LEGAL DESCRIPTION
EXHIBIT A**

A utility easement located in the southwest quarter of Section 17, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, said easement being more particularly described as follows:

Commencing at the northwest corner of Lot 5, Block 3 of Destination Place Subdivision, recorded in the office of the Ada County Recorder in Book 93 of Plats at pages 11190, 11191 and 11192, as Instrument Number 1051486383; thence, along the western boundary of said Lot 5

South 00°28'21" West 3.18 feet to the **POINT OF BEGINNING**; thence, departing from the boundary of said Lot 5

South 89°31'39" East 29.50 feet; thence,

North 00°28'21" East 40.00 feet; thence,

North 89°31'39" West 29.49 feet to the western boundary of said Lot 6; thence along said western boundary and continuing along the western boundary of said Lot 5

South 00°28'21" West 40.00 feet to the **POINT OF BEGINNING**.

Said easement being approximately 1,180 square feet and being subject to all existing easements of right and or of record.

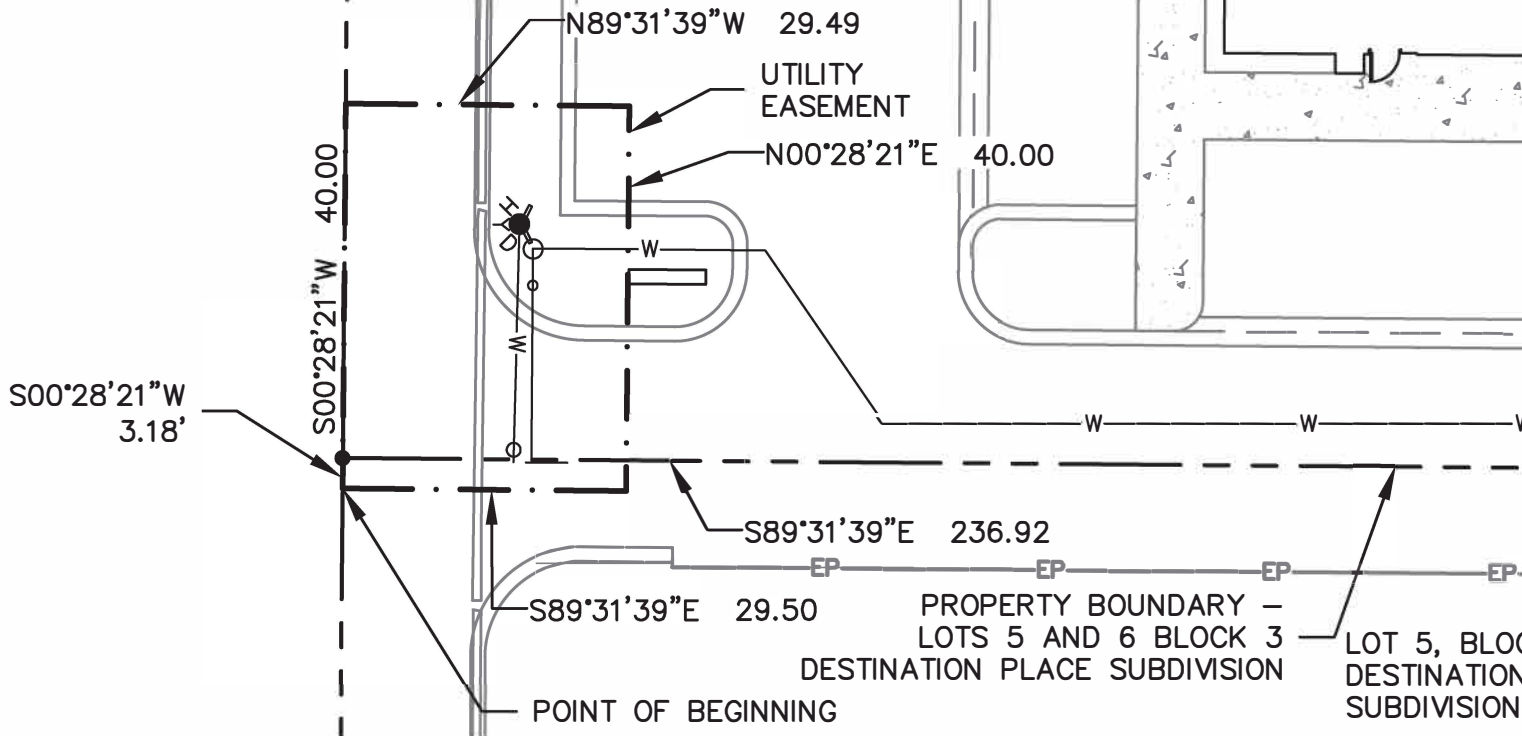


LOT 4, BLOCK 3
DESTINATION PLACE
SUBDIVISION

LOT 6, BLOCK 3
DESTINATION PLACE
SUBDIVISION



(IN FEET)
1 INCH = 20 FT.



CLEANING AUTHORITY

2240 EAST CINEMA DRIVE, MERIDIAN, IDAHO
UTILITY EASEMENT - EXHIBIT B



Quadrant
Consulting, Inc.