

**Project Name (Subdivision):**

Artemesia Subdivision

**Water Main Easement Number:** \_\_\_\_\_

Identify this Easement by sequential number if Project contains more than one Water Main easement.

( See Instructions for additional information).

### **WATER MAIN EASEMENT**

THIS Easement Agreement, made this \_ \_ day of \_\_\_\_\_, 20<sup>23</sup> between Idaho Auto Mall 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.

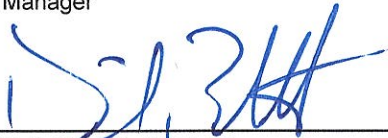
THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR: IDAHO AUTO MALL LLC

By: KENDEALL DEVELOPMENT GROUP L.L.C.

Its: Manager

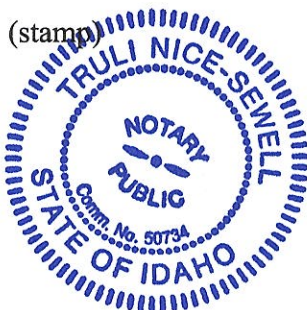
  
\_\_\_\_\_  
David E. Blewett, Manager

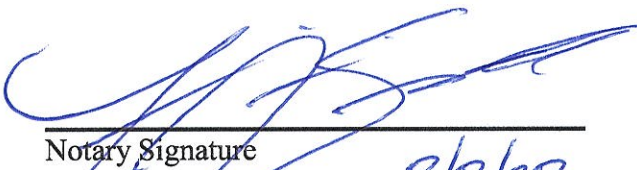
STATE OF IDAHO )

) ss

County of Ada )

This record was acknowledged before me on 4/27/23 (date) by DAVID E. BLEWETT (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 Kendall Development Group LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager of Idaho Auto Mall LLC (type of authority such as officer or trustee)



  
\_\_\_\_\_  
Notary Signature  
My Commission Expires: 8/8/28

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.

(stamp)

\_\_\_\_\_  
Notary Signature

My Commission Expires: \_\_\_\_\_

**Legal Description**  
**City of Meridian Water Easement**  
**Artemisia Subdivision**

An easement being located in the SE ¼ of the SE ¼ of Section 14, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of said Section 14, from which an Aluminum Cap monument marking the southwest corner of the SE ¼ of said Section 14 bears N 89°19'41" W a distance of 2661.68 feet;

Thence along the southerly boundary of said SE ¼ of the SE ¼ N 89°19'41" W a distance of 923.89 feet to a point;

Thence leaving said boundary N 0°40'19" E a distance of 490.00 feet to a point;

Thence S 89°19'41" E a distance of 40.96 feet to the **POINT OF BEGINNING**;

Thence N 0°40'19" E a distance of 365.70 feet to a point;

Thence S 89°19'41" E a distance of 278.70 feet to a point;

Thence S 0°40'19" W a distance of 20.00 feet to a point;

Thence N 89°19'41" W a distance of 258.70 feet to a point;

Thence S 0°40'19" W a distance of 328.09 feet to a point;

Thence N 90°00'00" E a distance of 7.31 feet to a point;

Thence S 0°00'49" E a distance of 17.70 feet to a point;

Thence N 89°19'41" W a distance of 27.52 feet to the **POINT OF BEGINNING**.

Said easement contains 12,619 square feet (0.290 acres) and is subject to any other easements existing or in use.

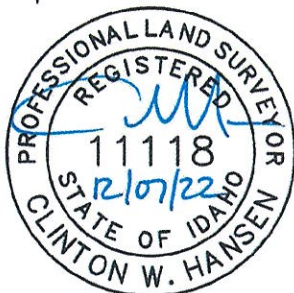
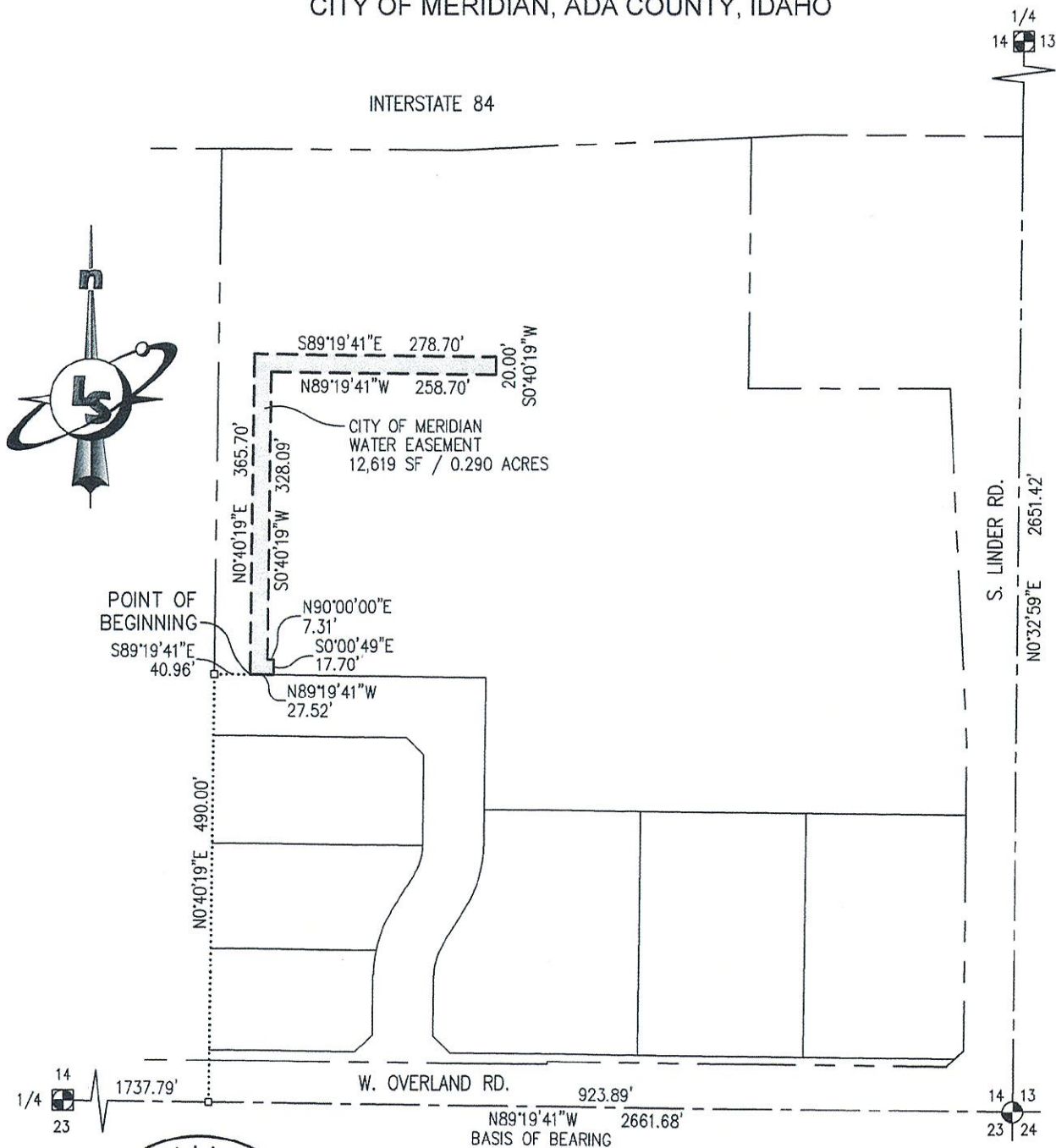
Clinton W. Hansen, PLS  
Land Solutions, PC  
December 7, 2022



# CITY OF MERIDIAN WATER EASEMENT

## ARTEMISIA SUBDIVISION

LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 14, T.3N., R.1W., B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO



**LandSolutions**  
Land Surveying and Consulting

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