

Project Name or Subdivision Name:

Peppermint Dental

Water Main Easement Number: 2

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 ESMT-2025-0011

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 4th day of February 2025 between
WH Leasing, 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:

WH Leasing, LLC - Warren Willis, Member

Warren Willis

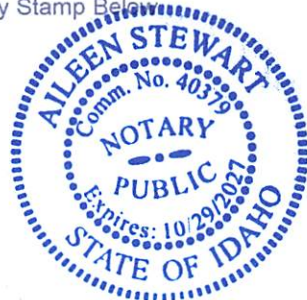
STATE OF IDAHO)

) ss

County of Ada Ca)

This record was acknowledged before me on 1/16/25 (date) by Warren Willis
(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 WH Leasing, 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



Aileen Stewart
Notary Signature

My Commission Expires: 10/29/27

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-4-2025

Attest by Chris Johnson, City Clerk 2-4-2025

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 2-4-2025 (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: _____

December 3, 2024
Project No. 24-049
City of Meridian Water Easement

Exhibit A

A parcel of land for a City of Meridian Water Easement over a portion of Lot 2, Block 1 of Southridge Subdivision Phase 1 (Book 104 of Plats, Pages 14056-14063) situated in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the Northeast corner of said Section 23, which bears S89°19'37"E a distance of 2,661.61 feet from a found aluminum cap marking the North 1/4 corner of said Section 23, thence following the northerly line of said Northeast 1/4 of the Northeast 1/4, N89°19'37"W a distance of 178.52 feet;

Thence leaving said northerly line, S00°40'23"W a distance of 205.08 feet to an Existing City of Meridian Sanitary Sewer and Water Main Easement per Instrument No. 2015-086404 and being the **POINT OF BEGINNING**.

Thence S89°19'17"E a distance of 13.34 feet;

Thence S00°40'23"W a distance of 24.00 feet;

Thence N89°19'37"W a distance of 13.34 feet to said Existing Sewer and Water Main Easement;

Thence following said Existing Sewer and Water Main Easement, N00°40'43"E a distance of 24.00 feet to the **POINT OF BEGINNING**.

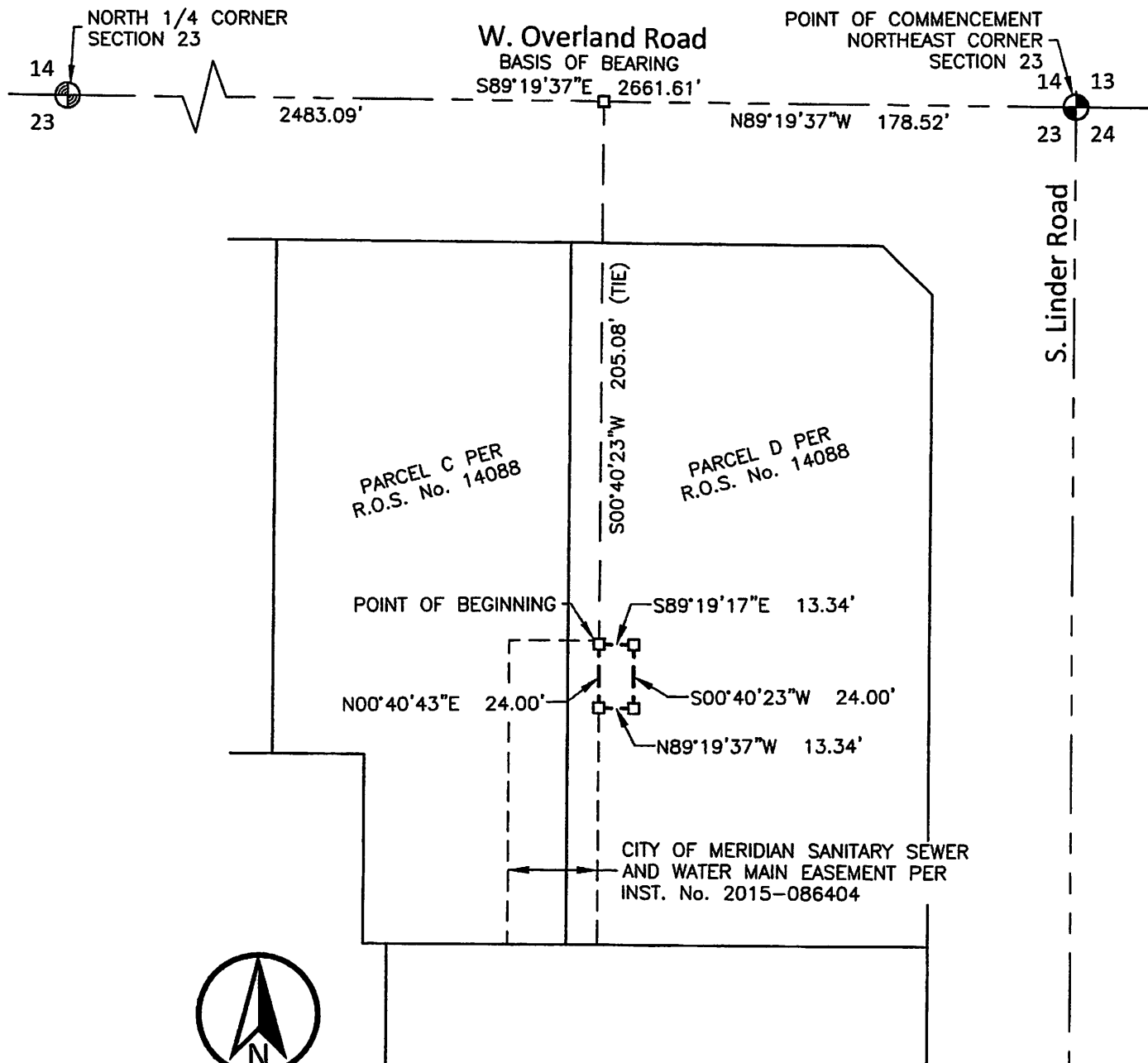
Said parcel contains 320 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



P:\24-049\CAD\SURVE\EXHIBITS\24-049 WATER EASEMENT EAST.DWG, BILL HYNSON, 12/3/2024, DWG TO PDF.PC3, 08.5X11 P [PDF]



km
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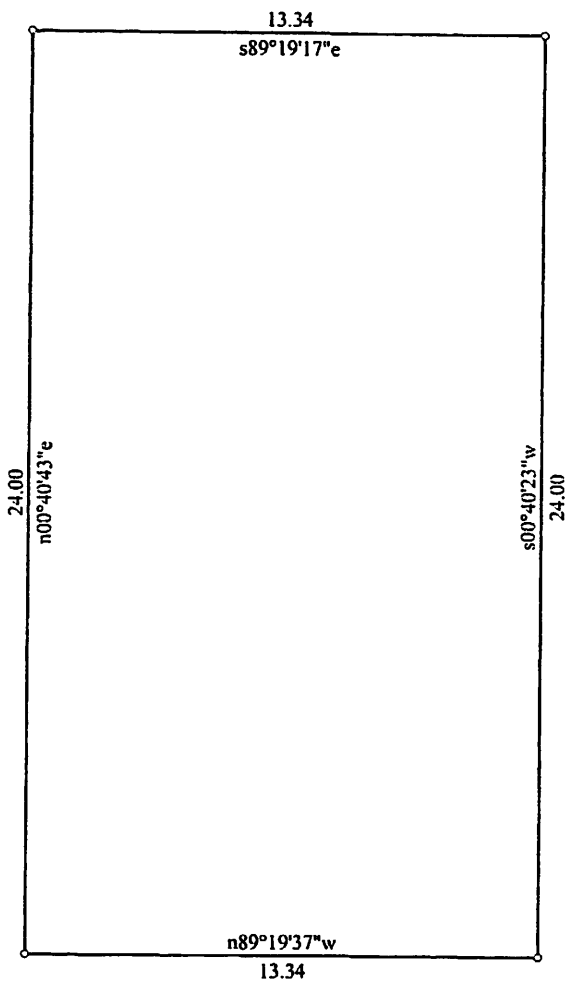
DATE: December, 2024

PROJECT: 24-049

SHEET:
1 OF 1

Exhibit B
City of Meridian Water Easement

A portion of Lot 2, Block 1 of Southridge Subdivision Phase 1, situated in the NE 1/4 of the NE 1/4 of Section 23, T.3 N., R.1 W., B.M., City of Meridian, Ada County, ID



Title:		Date: 12-03-2024
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.007 Acres: 320 Sq Feet: Closure = n60.1527w 0.00 Feet: Precision =1/28050: Perimeter = 75 Feet		
001=s89.1917e 13.34	003=n89.1937w 13.34	
002=s00.4023w 24.00	004=n00.4043e 24.00	