

Project Name or Subdivision Name:

McDermott Village No. 1

Sanitary Sewer & 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-2026-0007

SANITARY SEWER EASEMENT

THIS Easement Agreement made this 27th day of January 2026 between Woodside Avenue Investors, LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer 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 sanitary sewer 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 sanitary sewer and 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.



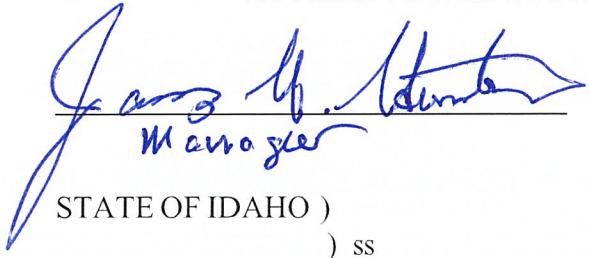
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or 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, a California limited liability company



James H. Hunter
Manager

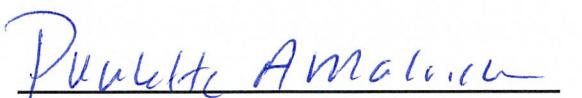
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on Jan 14, 2024 (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 Avenue Investors, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

Notary Stamp Below



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

Relocation Right. Grantor shall have the right, at Grantor's sole cost and expense, to relocate the easement area and the public sewer facilities located therein (collectively, the "Facilities") to another location on the Property. Any relocation shall:

- (a) not alter the location or horizontal alignment of any sewer stubs, laterals, or connections that serve or are intended to serve property other than the Property; and
- (b) provide an easement area of comparable width and configuration that affords Grantee reasonable and safe access for operation, inspection, maintenance, repair, and replacement of the Facilities.

To exercise this relocation right, Grantor shall submit to Grantee plans and legal descriptions depicting the proposed relocation. Grantee shall review the submittal in good faith, and approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, Grantee may require reasonable modifications necessary to ensure compliance with this Section and applicable City standards and regulations. In the event Facilities have been installed, Grantor shall bear all costs associated with relocation of the same, including design, permitting, construction, inspection, testing, recording, restoration, and any temporary measures necessary to avoid material interruption of sewer service to any users. Upon completion and Grantee acceptance of the relocated Facilities, the parties shall execute and record, at Grantor's expense: (i) an instrument vacating the portion of the original easement area no longer needed, and (ii) an easement describing the relocated easement area.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor **1-27-2026**

Attest by Chris Johnson, City Clerk **1-27-2026**

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 1-27-2026 (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: _____





IDAHO
SURVEY
GROUP

EXHIBIT A

9939 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570

McDermott Village Subdivision No. 1
City of Meridian Sewer Easement
Boundary Description

Project Number 23-317 January 8, 2026

An easement situated in the southeast quarter of the southeast quarter of Section 32, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the southwest corner of the southeast quarter of the southeast quarter of Section 32, Township 4 North, Range 1 West, Boise Meridian (east sixteenth-section corner);

Thence S89°17'49"E, 1325.58 feet along the south line of the southeast quarter of the southeast quarter to the southeast corner of the southeast quarter of the southeast quarter (southeast section corner);

Thence N61°58'14"W, 924.96 feet to a point on the westerly right-of-way line of Highway 16;

Thence S13°40'51"W, 23.97 feet along the westerly right-of-way line of Highway 16 to the POINT OF BEGINNING:

Thence continuing S13°40'51"W, 69.92 feet along the westerly right-of-way line of Highway 16;

Thence N89°19'37"W, 20.53 feet;

Thence N13°40'51"E, 63.46 feet parallel with and 20.00 feet from the westerly right-of-way line of Highway 16;

Thence N44°17'13"W, 41.95 feet;

Thence S89°17'13"E, 28.28 feet;

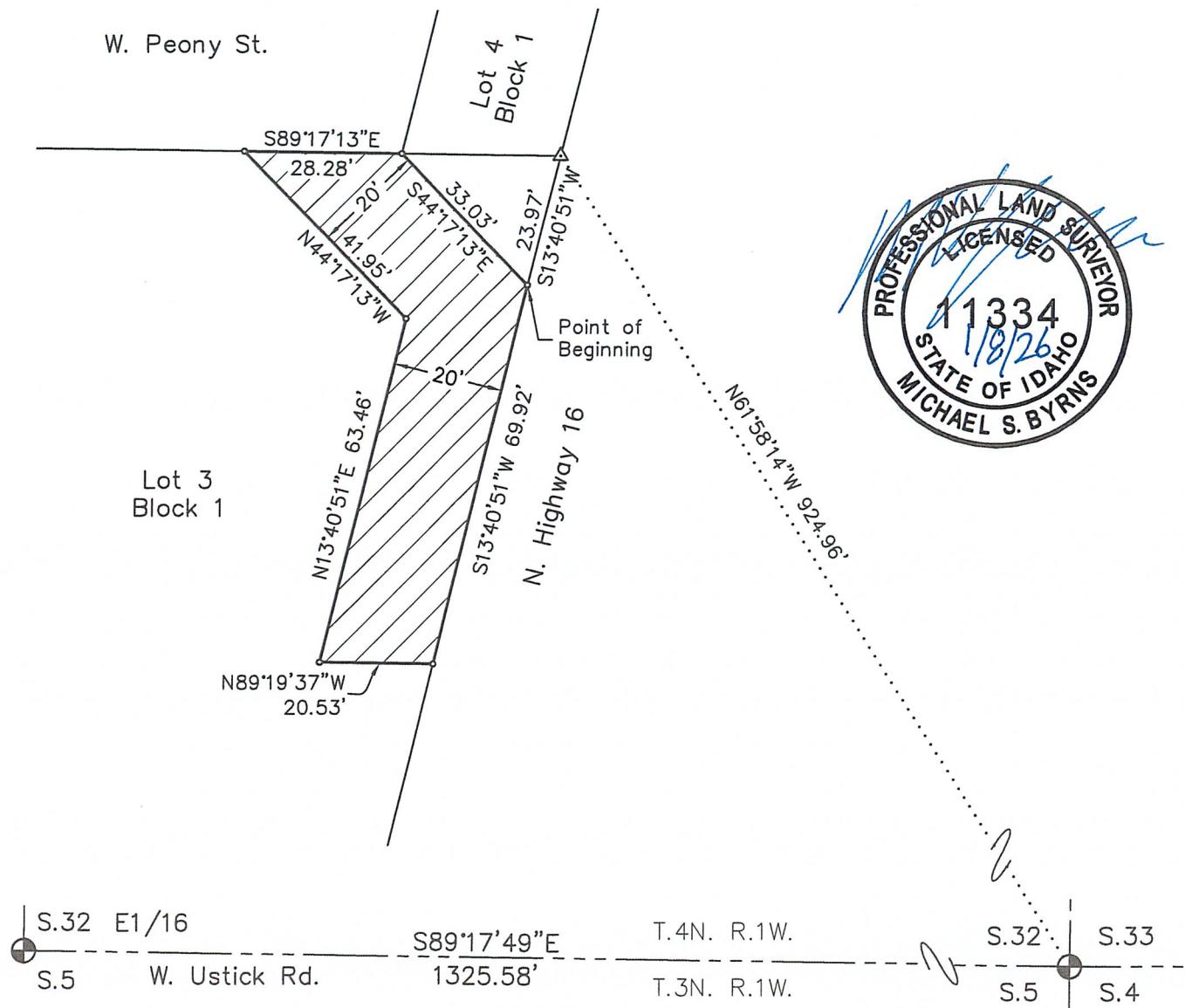
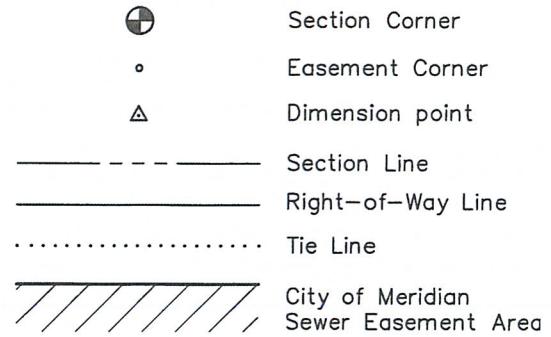
Thence S44°17'13"E, 33.03 feet to the POINT OF BEGINNING.

The above-described easement contains 2,084 square feet, more or less.



Exhibit B

Legend



Coordinate System: Ada County

