Project Name or Subdiv	vision Name:
Western States Equipm	nent
	Number: 2 al number if the project contains more than one ons/checklist for additional information.
For Internal Use Only Record Number:	ESMT-2025-0122

### WATER MAIN EASEMENT

THIS Easement Agreement made this 28th	day of	October	20 <b>25</b>	between
Western States Equipment Company	("Gr	antor") and the	City of Mer	ridian, an Idaho Municipa
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: Western States Equipment Company, an Idaho Company

STATE OF IDAHO

) ss

County of Ada

This record was acknowledged before me of the lower than the following if signing in a representative capacity, or strike the following if signing in an individual capacity on behalf of \_\_\_\_\_\_\_ Western States Equipment Company (name of entity on behalf of whom record was executed), in the following representative capacity: \_\_\_\_\_\_\_ (type of authority such as officer or trustee)

Notary Stamp Below

SHASTA N FREDERICK Notary Public - State of Idaho Commission Number 20203795 My Commission Expires Oct 16, 2026

Notary Signature

My Commission Expires: OCTOBER 16, 2024

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor 10-28-2028	
Attest by Chris Johnson, City Clerk 10-28-2026	8
STATE OF IDAHO, ) : ss.	
County of Ada )	
This record was acknowledged before me and Chris Johnson on behalf of the City Clerk, respectively.	on 10-28-2028 (date) by Robert E. Simisor of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	Notary Signature My Commission Expires:  3-28-2028

#### **LEGAL DESCRIPTION**

Page 1 OF 1



September 19, 2025 Project No.: 124154

## EXHIBIT "A" WATERLINE EASEMENT

CITY of MERIDIAN WESTERN STATES EQUIPMENT COMPANY

An easement located in the Southeast one quarter of the Southwest one quarter of Section 18, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

**COMMENCING** at the South One Quarter corner of said Section 18, (from which point the Southwest corner of said Section 18 bears South 89° 43′ 32" West, 2444.36 feet distance); thence on the northsouth mid-section line of said Section 18, North 00° 27′ 10″ East, 45.00 feet, to a point on the northern right of way line of East Overland Road; thence continuing on said mid-section line, North 00° 27' 10" East, 901.14 feet to the POINT OF BEGINNING:

Thence North 89° 32' 50" West, 3.83 feet to a point on the westerly edge of an existing Sewer & Water easement, recorded in Instrument No. 8708620;

Thence on said westerly edge, North 00° 27' 08" East, 36.60 feet;

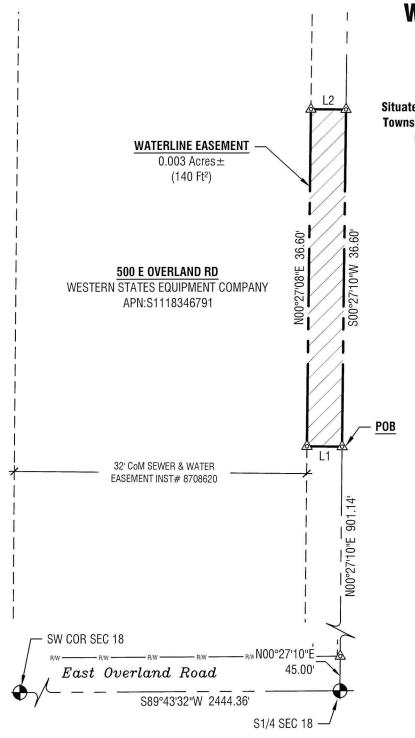
Thence leaving said westerly edge, South 89° 32′ 50″ East, 3.83 feet to a point on said mid-

Thence on said mid-section line, South 00° 27' 10" West, 36.60 feet to the POINT OF BEGINNING.

The above-described easement contains 0.003 acres (140 Ft<sup>2</sup>), more or less.

PREPARED BY: The Land Group, Inc. Michael Femenia, PLS





## **Waterline Easement**

for

# Western States Equipment

Situate in the SE 1/4 of the SW 1/4 of Section 18 Township 3 North, Range 1 East, Boise Meridian City of Meridian, Ada County, Idaho 2025



Line Table					
LINE	BEARING	LENGTH			
L1	N89°32'50"W	3.83'			
L2	S89°32'50"E	3.83'			



Exhibit "B"

Horizontal Scale: 1"=120'

0 10' 20'

Project No.: 124154

Date of Issuance: September 19, 2025



Waterline Easement
City of Meridian
Western States Equipment Company