Project Name or Subdivision Name:		
Western States Equipme	nt	
	Number: 1 Il number if the project contains more than one ons/checklist for additional information.	
For Internal Use Only	ESMT-2025-0056	

WATER MAIN EASEMENT

THIS Easement Agreement made this 10th day	of June	20 25	between	
Western States Equipment Company	("Grantor") and	d the City of Me	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 casement, 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

Kelly Olson (May 16, 2025 15:49 MDT)	
STATE OF IDAHO)) ss County of Ada)	
This record was acknowledged before me on $\frac{05/16/2025}{if}$ (date) (name of individual), [complete the following if signing in a rep the following if signing in an individual capacity] on behalf (name of entity on behalf of whom record was executed), in capacity: $\frac{President}{f}$ (type of authority such	of Western States Equipment Company the following representative
Notary Stamp Below NOTARY PUBLIC PUBLIC NOTARY PUBLIC PU	3/28/2029

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor 6-10-2025	
Attest by Chris Johnson, City Clerk 6-10-202	25
STATE OF IDAHO,) : ss. County of Ada)	
This record was acknowledged before	me on 6-10-2025 (date) by Robert E. Simison City of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	Notary Signature My Commission Expires:

LEGAL DESCRIPTION

Page 1 OF 2



May 8, 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 north-south 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, 441.04 feet; thence leaving said mid-section line, North 89° 32′ 50″ West, 35.82 feet, to a point on the westerly edge of an existing Sewer & Water easement, recorded in Instrument No.8708620 AND the **POINT OF BEGINNING**:

Thence North 89° 29' 04" West, 57.96 feet; Thence North 00° 30′ 56″ East, 24.65 feet; Thence North 89° 29' 04" West, 127.31 feet; Thence North 00° 30′ 56″ East, 141.11 feet; Thence North 89° 25′ 34″ West, 28.53 feet; Thence North 00° 34' 26" East, 20.00 feet; Thence South 89° 25' 34" East, 28.50 feet; Thence North 00° 30′ 56″ East, 213.22 feet; Thence North 89° 29' 04" West, 100.37 feet; Thence North 85° 00' 33" West, 93.15 feet; Thence South 86° 19' 10" West, 88.06 feet; Thence South 00° 30′ 56″ West, 370.35 feet: Thence North 89° 29' 04" West, 20.00 feet; Thence North 00° 30′ 56″ East, 18.93 feet; Thence North 89° 29' 04" West, 280.43 feet; Thence North 00° 30′ 56″ East, 20.00 feet; Thence South 89° 29' 04" East, 280.43 feet; Thence North 00° 30′ 56″ East, 350.00 feet; Thence North 86° 19' 10" East, 108.16 feet; Thence South 85° 00' 33" East, 93.89 feet; Thence South 89° 29' 04" East, 119.59 feet; Thence South 00° 30′ 56″ West, 336.76 feet; Thence South 89° 25' 34" East, 7.41 feet; Thence South 00° 34' 26" West, 10.00 feet;

Thence North 89° 25' 34" West, 7.40 feet;

Thence South 00° 30′ 56″ West, 27.57 feet;

Thence South 89° 29' 04" East, 127.31 feet;

Thence South 00° 30′ 56″ West, 14.65 feet;

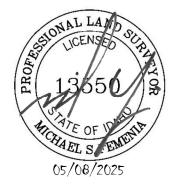
Thence South 89° 29' 04" East, 37.93 feet, to a point on the westerly edge of said existing Sewer & Water easement;

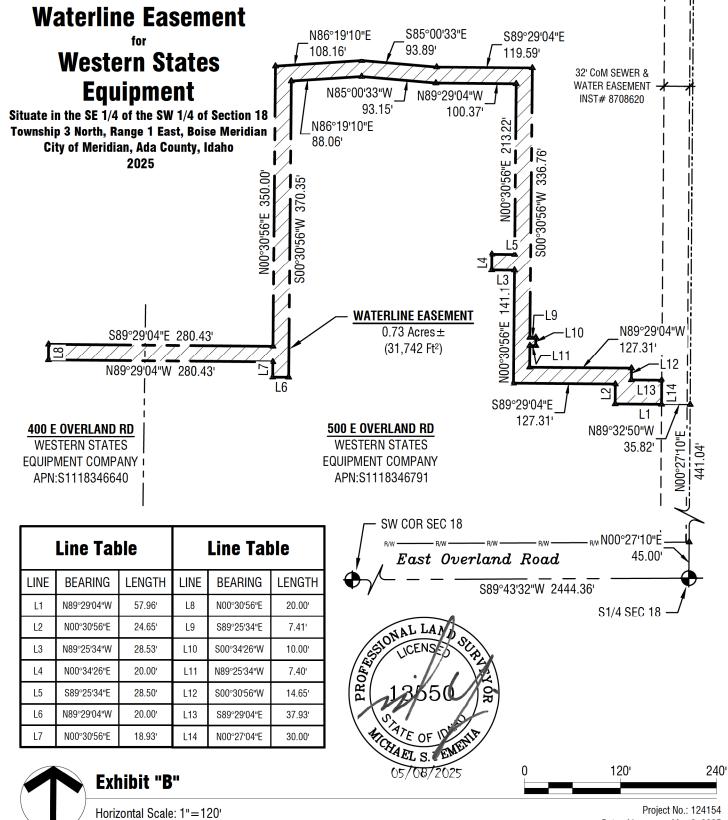
Thence on said westerly edge, South 00° 27′ 04″ West, 30.00 feet to the **POINT OF BEGINNING**.

The above-described easement contains 0.729 acres (31,742 Ft²), more or less.

PREPARED BY:

The Land Group, Inc. Michael Femenia, PLS







Waterline Easement
City of Meridian
Western States Equipment Company

Date of Issuance: May 8, 2025

250516 Water Main Easement 124154

Final Audit Report 2025-05-16

Created: 2025-05-16

By: Christy Smith (csmith@tertco.com)

Status: Signed

Transaction ID: CBJCHBCAABAAE6EDGxOsdcWYlktYy1b5lWskuBGA5qlW

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