

**Project Name (Subdivision):**

Meridian Home2 Suites

**Water Main Easement Number:** 1

Identify this Easement by sequential number if Project contains more than one Water Main easement.  
( See Instructions for additional information).

ESMT-2023-0173

### **WATER MAIN EASEMENT**

THIS Easement Agreement, made this 5<sup>th</sup> day of december, 20 23 between GARDEN RIVER, 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: GARDEN RIVER, LLC



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STATE OF IDAHO )  
                              ) ss  
County of Ada        )

This record was acknowledged before me on 11/15/2023 (date) by David Johnson (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 Garden River 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)

(stamp)  
Andrew Anton  
Commission Number: 20220357  
Notary Public  
State of Idaho  
My Commission Expires: 01/21/2028

  
Notary Signature  
My Commission Expires: 01/21/2028

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 12-5-2023

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 12-5-2023

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: \_\_\_\_\_



November 7, 2023  
Project No.: 122120

**EXHIBIT A**  
**WATER EASEMENT**  
PORTICO – HOME 2 SUITES  
CITY of MERIDIAN

An easement located in Lot 4 of Block 2 of the plat showing Gardner – Ahlquist Gateway Subdivision No.1, as same is shown on the official plat thereof, filed in Book 100 at Page 12936, Ada County records, located in the Northwest one quarter of the Northwest one quarter of Section 16, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

**COMMENCING** at the northwest corner of said Lot 4, (from which the Northwest corner of Section 16 bears, North 61° 28' 47" West, 765.58 feet distant);  
Thence on the west boundary line of said Lot 4, South 00° 18' 54" East, 39.98 feet to the **POINT OF BEGINNING**.

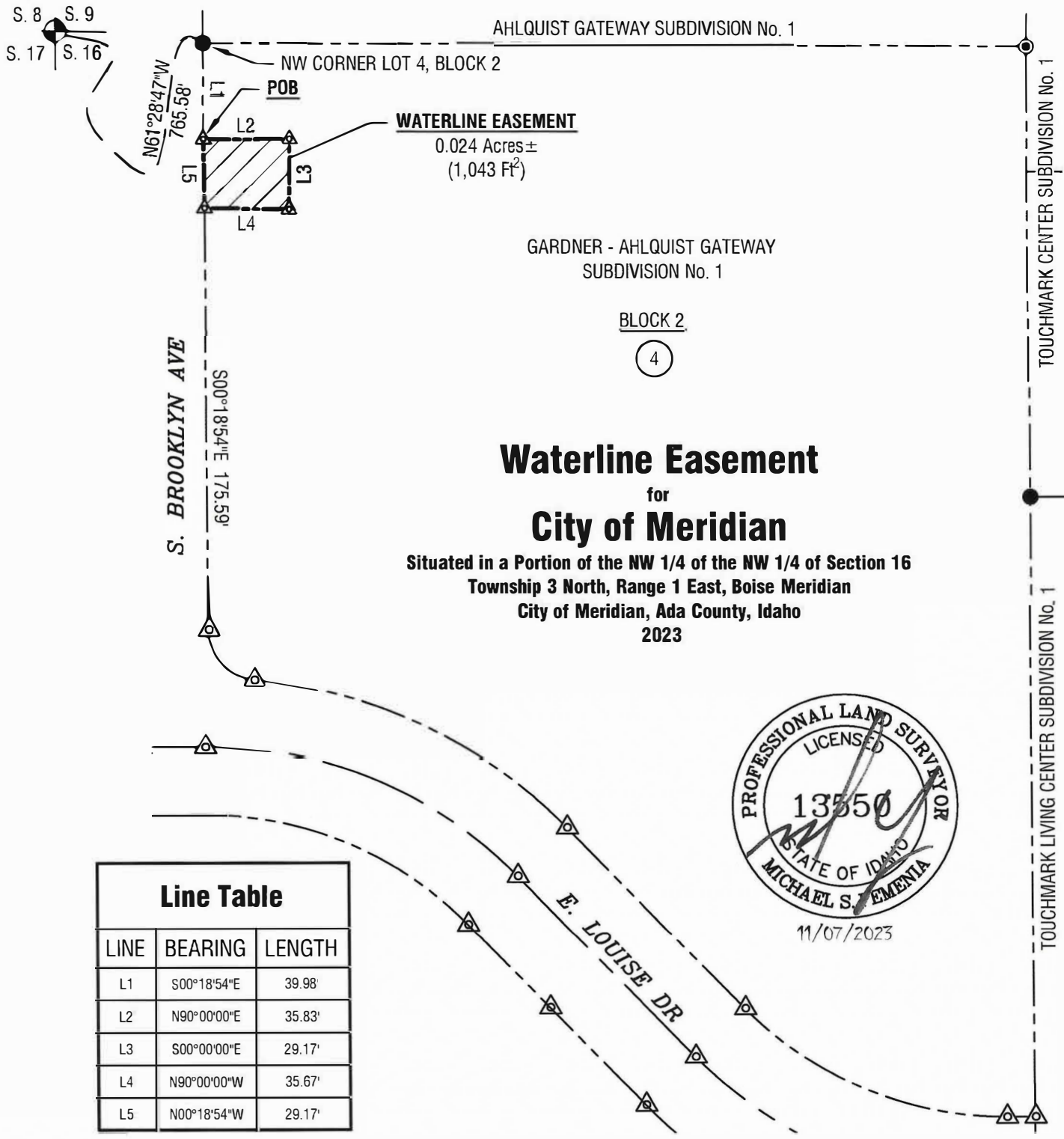
Thence leaving said west boundary line, North 90° 00' 00" East, 35.83 feet;  
Thence South 00° 00' 00" West, 29.17 feet;  
Thence North 90° 00' 00" West, 35.67 feet to a point on said west boundary line;  
Thence on said west boundary line, North 00° 18' 54" West, 29.17 feet to the **POINT OF BEGINNING**.

The parcel of land contains 0.024 Acres (1,043 Ft<sup>2</sup>), more or less.

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



11/07/2023



**WATERLINE EASEMENT**  
 0.024 Acres ±  
 (1,043 Ft<sup>2</sup>)

# Waterline Easement

for  
**City of Meridian**

Situated in a Portion of the NW 1/4 of the NW 1/4 of Section 16  
 Township 3 North, Range 1 East, Boise Meridian  
 City of Meridian, Ada County, Idaho  
 2023



Line Table		
LINE	BEARING	LENGTH
L1	S00°18'54"E	39.98'
L2	N90°00'00"E	35.83'
L3	S00°00'00"E	29.17'
L4	N90°00'00"W	35.67'
L5	N00°18'54"W	29.17'



**Exhibit B**

Horizontal Scale: 1" = 60'



Project No.: 122120  
 Date of Issuance: November 7, 2023



**Water Easement**  
**Portico - Home 2 Suites**  
**City of Meridian**

File Location: g:\2023\122120\cad\survey\exhibits\122120\_hmc2\water-asm\231107.dwg  
 Lpt: Plotted By:mike femenia  
 Date Plotted: Tuesday, November 7, 2023 at 01:15 PM