

Project Name or Subdivision Name:
Idaho State Police Forensic Services

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-2026-0146

WATER MAIN EASEMENT

THIS WATER MAIN EASEMENT (“Agreement”) is made this ____ day of _____, _____, by and between the **IDAHO STATE POLICE**, an executive department of the State of Idaho, whose mailing address is 700 South Stratford Drive, Meridian, Idaho 83642 (“**Grantor**”), and the **CITY OF MERIDIAN**, an Idaho municipal corporation, whose mailing address is 33 E. Broadway Ave., Meridian, Idaho 83642 (“**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, that Grantor, for and in consideration of the benefits to be received by Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto Grantee, and its successors and assigns, a non-exclusive easement for the construction, installation and continued operation, maintenance, repair, inspection, alteration, replacement, and removal of underground water main and all necessary appurtenances (collectively “**water facilities**”), together with the right and privilege of ingress and egress to and for Grantee and its employees, agents, contractors, and sub-contractors, successors and assigns over, under, on, through, in, upon, and across the real property described in **Exhibit “A”** (attached hereto and incorporated herein by reference, “**Grantor’s Property**”) owned by Grantor, which easement is legally described on **Exhibit “B”** and depicted on **Exhibit “C”**, attached hereto and incorporated herein by reference.

1. The easement shall encumber Grantor’s Property; shall be binding upon the successors and assigns of Grantor; shall run with the land; and, may be released, extinguished, or abandoned only by written agreement executed by Grantee and Grantor. 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.

2. Grantee shall have the right and privilege at any and all times to enter in and upon the easement, or any part thereof, without notice, to trim or cut and clear away any trees and bushes, the removal of which is necessary for the laying, construction, installation, maintenance, improvement, operation, use, inspection, repair, replacement, and removal of the water facilities, whether or not a hazard to the water facilities.

3. 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, or otherwise limit Grantee's ability to access, maintain, or operate the water facilities or in any way limit Grantee's ability to exercise its right under this Agreement.

4. Grantee shall backfill and shape any trench made by it within easement area and shall return the easement area, as close as possible, to its original condition, normal wear and tear excepted. Grantee shall use caution at all times to prevent damage to Grantor's Property and improvements thereon. 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.

5. Grantor shall not suffer or permit the installation of any electric, cable, sewer, gas or other utility lines, pipes, poles or other appurtenances on, over, under or across the easement granted hereby if such installation limits Grantee's ability to access, maintain or operate the water facilities or in any way limits Grantee's ability to exercise its rights under this Agreement.

6. Any water facilities installed, maintained, removed or replaced by Grantee in the easement shall at all times be and remain the sole personal property of Grantee for use in its business, subject to removal by it after reasonable notice to Grantor, and shall be deemed to be personal property and not permanently affixed to the realty so as to become fixtures.

7. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and may not be amended or terminated except by written agreement signed by both parties hereto. This Agreement supersedes all prior oral and written agreements or understandings with respect to the subject matter hereof.

8. Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land from the Exhibits, and that Grantor has a good and lawful right to convey said easement.

9. The easement granted to Grantee is non-exclusive and is subject to existing easements and easements that may be granted to others in the future. Grantor is not aware of any existing or implied easement on Grantor's Property that would interfere with Grantee's use of the easement granted herein, and Grantor represents that no future easement will be granted by Grantor that would prevent Grantee from reasonably exercising the rights granted herein.

10. This Agreement shall be binding upon the successors or assigns of the respective parties.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

12. No director, official, officer or employee of Grantor or the State of Idaho shall be in any way liable or responsible for any covenant or agreement herein contained, nor for any statement, representation or warranty made herein or in any way connected with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of Grantor shall have any personal liability or responsibility hereunder, and the sole responsibility and liability for the performance of this Agreement, and all of the provisions and covenants herein contained pertaining to Grantor shall rest in and be vested with Grantor.

13. Any and all notices, demands, consents and approvals required pursuant to this Agreement shall be delivered to the parties at the respective mailing address of the parties identified above. Notices shall be deemed to have been delivered upon hand deposit in the United States mail as provided above.

14. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

(Signature Page Following)

IN WITNESS WHEREOF, these presents have been executed by the undersigned and caused to be subscribed by a duly authorized representative as follows.

GRANTEE:

CITY OF MERIDIAN
a municipal corporation

Dated: _____

ROBERT E. SIMISON, Mayor

ATTESTED BY:

CHRIS JOHNSON, City Clerk

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

(Notary Stamp Below)

Notary Signature
My Commission Expires: _____

GRANTOR:

IDAHO STATE POLICE

Dated: 6/24/26

Bill Gardiner
COLONEL BILL GARDINER, Director

STATE OF IDAHO)
)ss.
County of ADA)

On this 24 day of June, 2026, before me a notary public in and for said state, personally appeared **COLONEL BILL GARDINER**, known or identified to me to be the **Director** of the **IDAHO STATE POLICE**, an executive department of the State of Idaho, that executed the instrument or the person who executed the instrument on behalf of said state agency, and acknowledged to me that such state agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

(seal)

Liz Lindsay
Notary Public
Residing at: ADA
My Commission Expires: 5.10.2026



EXHIBIT A
GRANTOR'S PROPERTY

LOTS 1, 2 AND 3 IN BLOCK 2 OF MURDOCH SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 80 OF PLATS AT PAGES 8598 AND 8599, RECORDS OF ADA COUNTY, IDAHO.

EXHIBIT B
WATER LINE EASEMENTS

AN EASEMENT BEING IN A PORTION OF ORIGINAL LOT 1, BLOCK 2 OF MURDOCH SUBDIVISION, BOOK 80, PAGE 8598, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

COMMENCING AT THE CENTER 1/4 OF SAID SECTION 18, FROM WHICH THE NORTH 1/4 OF SAID SECTION 18 BEARS N 00°27'32" E, 2669.40 FEET AND BEING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18 N 00°27'32" E, 840.71 FEET;

THENCE LEAVING SAID WEST LINE N 89°39'12" E, 5.00 FEET TO SOUTHWEST CORNER OF SAID ORIGINAL LOT 1;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID ORIGINAL LOT 1 N 89°39'12" E, 19.12 FEET TO THE **POINT OF BEGINNING**;

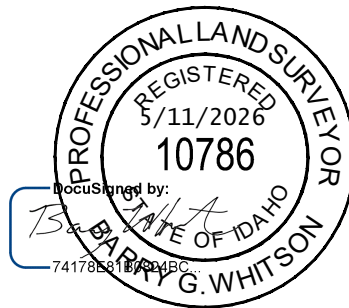
THENCE LEAVING SAID SOUTH BOUNDARY LINE N 00°20'48" W, 14.00 FEET;

THENCE N 89°39'12" E, 20.00 FEET;

THENCE S 00°20'48" E, 14.00 FEET TO SAID SOUTH BOUNDARY LINE;

THENCE ALONG SAID SOUTH BOUNDARY LINE S 89°39'12" W, 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 280 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.



TOGETHER WITH:

AN EASEMENT BEING IN A PORTION OF LOTS 2 AND 3, BLOCK 2 OF MURDOCH SUBDIVISION, BOOK 80, PAGE 8598, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

COMMENCING AT THE CENTER 1/4 OF SAID SECTION 18, FROM WHICH THE NORTH 1/4 OF SAID SECTION 18 BEARS N 00°27'32" E, 2669.40 FEET;

THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18 N 00°27'32" E, 840.71 FEET;

THENCE LEAVING SAID WEST LINE N 89°39'12" E, 5.00 FEET TO SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE ALONG SOUTH BOUNDARY LINE OF SAID SUBDIVISION N 89°39'12" E FOR A DISTANCE OF 365.58 FEET TO THE **POINT OF BEGINNING**;

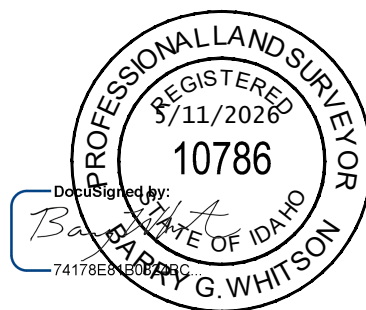
THENCE LEAVING SAID SOUTH LINE N 00°20'48" W, 12.76 FEET;

THENCE N 89°38'52" E, 20.00 FEET;

THENCE S 00°20'48" E, 12.76 FEET TO SAID SOUTH LINE;

THENCE ALONG SAID SOUTH LINE S 89°39'12" W, 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 255 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.



TOGETHER WITH:

AN EASEMENT BEING IN A PORTION OF ORIGINAL LOT 3, BLOCK 2 OF MURDOCH SUBDIVISION, BOOK 80, PAGE 8598, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

COMMENCING AT THE CENTER 1/4 OF SAID SECTION 18, FROM WHICH THE NORTH 1/4 OF SAID SECTION 18 BEARS N 00°27'32" E, 2669.40 FEET AND BEING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18 N 00°27'32" E, 840.71 FEET;

THENCE LEAVING SAID WEST LINE N 89°39'12" E, 5.00 FEET TO SOUTHWEST CORNER OF SAID MURDOCH SUBDIVISION;

THENCE ALONG SOUTH BOUNDARY LINE OF SAID SUBDIVISION N 89°39'12" E, 500.19 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTH LINE N 00°20'48" W, 123.23 FEET;

THENCE S 89°39'12" W, 15.63 FEET;

THENCE N 00°20'48" W, 20.00 FEET;

THENCE N 89°39'12" E, 22.20 FEET;

THENCE S 45°00'00" E, 19.11 FEET;

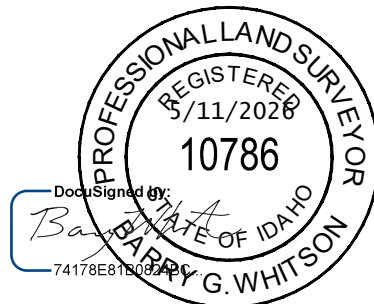
THENCE S 00°20'48" E, 111.64 FEET;

THENCE N 89°39'12" E, 16.45 FEET;

THENCE S 00°20'48" E, 18.00 FEET TO SAID SOUTH LINE;

THENCE ALONG SAID SOUTH LINE S 89°39'12" W, 36.45 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,382 SQUARE FEET OR 0.078 ACRES, MORE OR LESS.



TOGETHER WITH:

AN EASEMENT BEING IN A PORTION OF ORIGINAL LOTS 2 AND 3, BLOCK 2 OF MURDOCH SUBDIVISION, BOOK 80, PAGE 8598, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

COMMENCING AT THE CENTER 1/4 OF SAID SECTION 18, FROM WHICH THE NORTH 1/4 OF SAID SECTION 18 BEARS N 00°27'32" E, 2669.40 FEET AND BEING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION N 00°27'32" E, 1,071.65 FEET;

THENCE LEAVING SAID WEST LINE N 89°39'12" E, 25.20 FEET TO THE NORTH BOUNDARY LINE OF SAID MURDOCH SUBDIVISION;

THENCE ALONG SAID NORTH LINE N 89°39'12" E 133.83 FEET TO THE **POINT OF BEGINNING**;

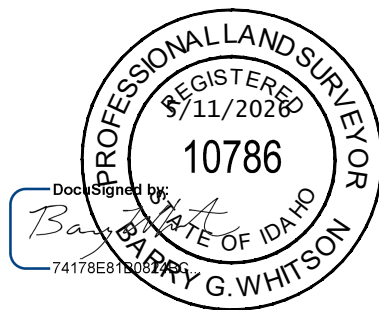
THENCE CONTINUE ALONG SAID NORTH LINE N 89°39'12" E 63.00 FEET;

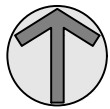
THENCE LEAVING SAID NORTH LINE S 00°20'48" E, 14.58 FEET;

THENCE S 89°39'12" W, 63.00 FEET;

THENCE N 00°20'48" W, 14.58 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 919 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.





SCALE: 1"=100'

EXHIBIT 'C' WATERLINE EASEMENTS

LOCATED IN THE SW 1/4 OF THE NE 1/4, SECTION 18,
TOWNSHIP 3 NORTH, RANGE 1 EAST,
ADA COUNTY, STATE OF IDAHO,

