

ESMT-2023-0054 Les Schwab Tire Center
LDIR-2022-0063
Water Main Easement No. 1

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20____ between SGRS LLC & NWDC Ten Mile 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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:

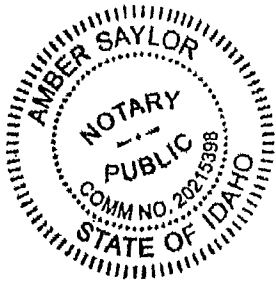

SGRS, LLC, an Idaho limited liability company
By: Mike Baldner; Its: Manager
STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on March 15, 2023 (date) by Mike Baldner
(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 SGRS, 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)



Notary Signature
My Commission Expires: NOV. 17, 2027



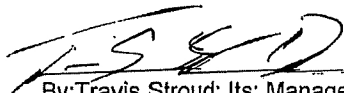
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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: NWDC Ten Mile LLC

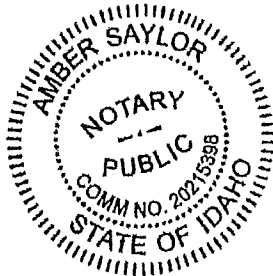

By: Travis Stroud; Its: Manager

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on March 28, 2023 (date) by Travis Stroud (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 NWDC Ten Mile 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)


Notary Signature
My Commission Expires: NOV. 17, 2024



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest 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.

(stamp)

Notary Signature

My Commission Expires: _____



February 14, 2023
Project No.: 122038

EXHIBIT "A"
WATERLINE EASEMENT
CITY of MERIDIAN
LES SCHWAB

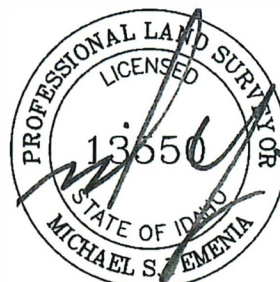
An easement being located in Parcel "F", Record of Survey No.#12081, recorded under Instrument No.#2019-110665, Ada County Records, situate in the Southwest Quarter of the Southwest Quarter of Section 26, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Southwest Corner of said Section 26 (from which the South One Quarter corner of said Section 26 bears South 88° 58' 52" East, 2602.82 feet distant); thence on the south section line of said Section 26, South 88° 58' 52" East, 329.99 feet; thence leaving said south section line, North 01° 00' 50" East, 33.27 feet to a point common with the northerly right of way line of West McMillan Road and the southwest corner of said Parcel "F"; thence on said northerly right of way line, South 88° 30' 25" East, 152.19 feet, to the **POINT OF BEGINNING**:

Thence leaving said northerly right of way line, North 00° 00' 00" East, 32.28 feet;
Thence North 90° 00' 00" East, 20.00 feet, to a point on the east boundary line of said Parcel "F";
Thence on said east boundary line, South 00° 00' 00" East, 32.80 feet, to a point common with the northerly right of way line of West McMillan Road and the southeast corner of said Parcel "F";
Thence on said northerly right of way line, North 88° 30' 25" West, 20.01 feet to the **POINT OF BEGINNING**.

The above-described easement contains (65± Ft²) 0.015 acres, more or less.

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



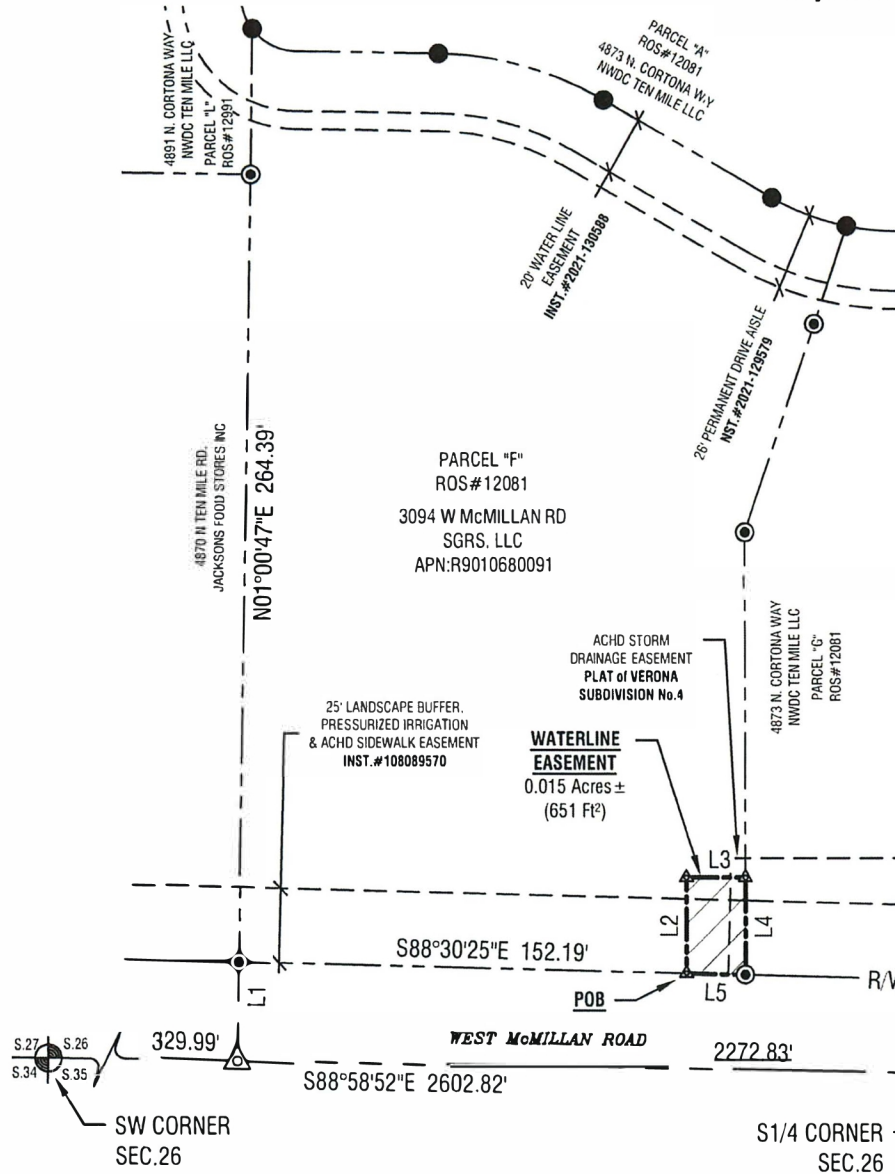
02/14/2023

Waterline Easement

for

City of Meridian

Located in the SW 1/4 of the SW 1/4 of Section 26
Township 4 North, Range 1 West, Boise Meridian
City of Meridian, Ada County, Idaho
2023



02/14/2023

Line Table

LINE	BEARING	LENGTH
L1	N01°00'50"E	33.27'
L2	N00°00'00"E	32.28'
L3	N90°00'00"E	20.00'
L4	S00°00'00"E	32.80'
L5	N88°30'25"W	20.01'

File Location: c:\2023\122038\cad\survey\exhibits\ex_202314_waterline_easement\les_schwab_mcmillan\122038.dwg
 Last Printed By: mike_leschwab
 Date Printed: Tuesday, February 14, 2023 at 11:35 AM



Exhibit "B"

Horizontal Scale: 1" = 60'



Project No.: 122038
Date of Issuance: February 14, 2023



Waterline Easement City of Meridian Les Schwab (Cushing Terrell)