Project Name or Subdivision Name:

Waterhole Subdivision No. 1

Sanitary Sewer & Water Main Easement Number: _____
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-2026-0100

SANITARY SEWER EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between Paul R. Miller and Laura J. Miller _____ ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer 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 sanitary sewer 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 sanitary sewer and 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:

Paul R Miller Laura Miller

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 3/28/26 (date) by PAUL & LAURA MILLER (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 _____ (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

ANTONIO MARCEL CONTI NOTARY PUBLIC Comm. No. 20210203 STATE OF IDAHO

Notary Signature
My Commission Expires: 1/19/27

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.

Notary Stamp Below

Notary Signature
My Commission Expires: _____

ACKERMAN ESTVOLD

WWW.ACKERMAN-ESTVOLD.COM

June 3, 2026
Waterhole Subdivision
City of Meridian Sanitary Sewer Easement
Exhibit A

A 20-foot wide sanitary sewer easement in favor of the City of Meridian, being a portion of Lot 1, Block 1, Windmill Subdivision, lying in the Northwest 1/4 of the Northeast 1/4 of Section 28, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the northwest corner of said Lot 1 which bears N89°22'33"W a distance of 439.05 feet from the witness corner monument to the northeast corner of said Lot 1; thence along the northerly boundary line of said Lot 1 S89°22'33"E a distance of 198.35 feet to the **Point of Beginning**; thence on last said northerly boundary line of said Lot 1 S89°22'33"E a distance of 20.00 feet; thence along the following three (3) courses:

1. S00°37'27"W a distance of 125.29 feet; thence
2. S51°40'35"E a distance of 51.17 feet; thence
3. S00°21'05"W a distance of 656.10 feet to a point on the southerly boundary line of said Lot 1; thence

along last said southerly boundary line S67°32'30"W a distance of 21.70 feet; thence
along the following three (3) courses:

1. N00°21'05"E a distance of 654.75 feet; thence
2. N51°40'35"W a distance of 51.23 feet; thence
3. N00°37'27"E a distance of 135.11 feet to the **Point of Beginning**.

Said easement contains 0.384 acres, more or less.



HEADQUARTERS
1907 17TH ST SE
MINOT, ND 58701
701.837.8737

3315 45TH ST S
SUITE 100
FARGO, ND 58104
701.551.1250

3210 27TH ST W
SUITE 200
WILLISTON, ND 58801
701.577.4127

7655 W RIVERSIDE DR
GARDEN CITY, ID 83714
208.853.6470

A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 28, T.3N., R.1W., B.M., ADA COUNTY, IDAHO

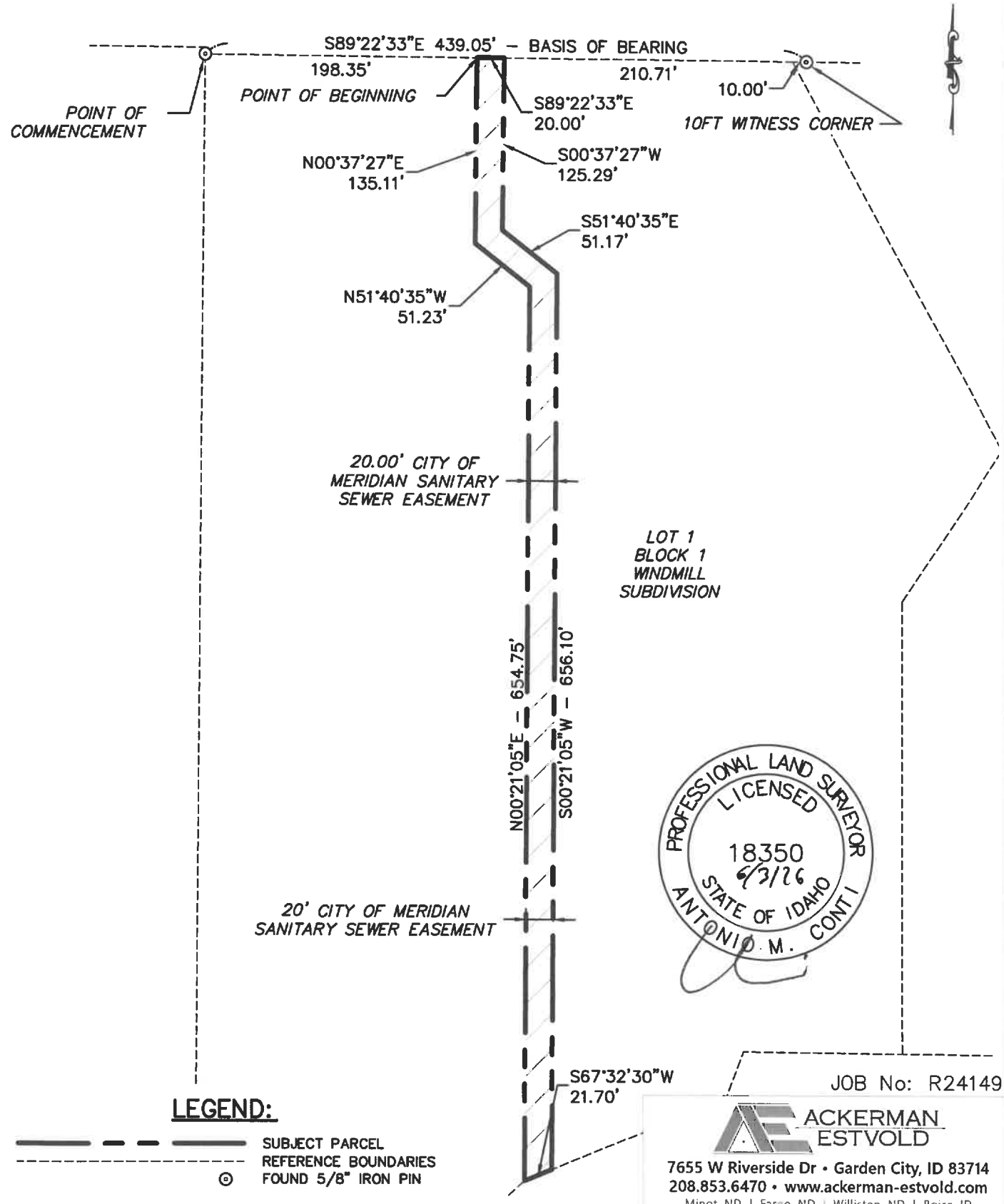
JUNE 2026 SHEET 1 OF 1

WATERHOLE SUBDIVISION
SEWER EASEMENT
EXHIBIT B

Scale 1" = 100'

0 100 200 Feet

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.



PROFESSIONAL LAND SURVEYOR
LICENSED
18350
6/3/26
STATE OF IDAHO
ANTONIO M. CONTI

JOB No: R24149

LEGEND:

SUBJECT PARCEL

REFERENCE BOUNDARIES

⊙ FOUND 5/8" IRON PIN

ACKERMAN ESTVOLD

7655 W Riverside Dr • Garden City, ID 83714

208.853.6470 • www.ackerman-estvold.com

Minot, ND | Fargo, ND | Williston, ND | Boise, ID