

**From:** [Justin Cranney](#)  
**To:** [Hanna Veal](#)  
**Cc:** [Lynnette Davis](#); "Mike Miraglio"  
**Subject:** CUPFY2022-0014 & ZONFY2022-0001 [IWOV-IMANAGE.FID1755108]  
**Date:** Tuesday, September 20, 2022 9:47:57 AM  
**Attachments:** [image002.png](#)  
[image004.png](#)  
[image006.png](#)  
[image010.png](#)  
[2022-05-11 Ltr H. Veal.pdf](#)  
[14738308\\_1 Plat Map of Lots 1 and 2 WITH MARKUP.PDF](#)  
[1981-05-15 Warranty Deed - Delbert and Golda Adamson to Raymond and Teresa Adamson - Instr. No. 8122529.PDF](#)  
[1998-01-08 Warranty Deed - Ruby Stoddard to David J. Johnson - Instr. No. 98001470.PDF](#)  
[2005-06-14 Warranty Deed - Sharon Bort to Glad and Ardis Mills - Instr. No. 105076971.PDF](#)  
[1976-08-09 Warranty Deed - Delbert and Golda Adamson to Ralph and Ruby Stoddard - Instr. No. 8018307.PDF](#)  
[1977-05-06 Warranty Deed - Delbert and Golda Adamson to Raymond Adamson - Instr. No. 8017840.PDF](#)

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Hanna,

In regards the above referenced files, we are submitting the attached documents on behalf of Michael Miraglio/Bliss Properties, LLC in regards to the validity of the easement used by Michael Miraglio to access the property under consideration in this application. The attached was submitted in the Elle Estates SUBFY2022-004 to establish the validity of the easement in that matter and we are submitting the same in this matter to address the comment in the Staff Report which appears to question the legal validity of this easement (see page 6 of the Staff Report, "The legal status of this easement is still in discussion; if the easement is determined to be illegitimate, the site will not have access and be in conflict with Garden City Code 8-4E3.").

If additional evidence is needed to establish the validity of this easement, please let me know. Thank you

JUSTIN CRANNEY

*Partner*

direct 208.388.4837

fax 208.954.5934

email [jcranney@hawleytroxell.com](mailto:jcranney@hawleytroxell.com)

**HAWLEY TROXELL**

Attorneys and Counselors



Member

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To: [hveal@gardencityidaho.org](mailto:hveal@gardencityidaho.org)

From:

[jcranney@hawleytroxell.com](mailto:jcranney@hawleytroxell.com)

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LYNNETTE M. DAVIS  
ADMITTED TO PRACTICE LAW IN IDAHO  
EMAIL: LDAVIS@HAWLEYTROXELL.COM  
DIRECT DIAL: 208.388.4944  
DIRECT FAX: 208.954.5213

May 11, 2022

VIA E-MAIL ([HVEAL@GARDENCITYIDAHO.ORG](mailto:HVEAL@GARDENCITYIDAHO.ORG))

Hanna Veal  
Associate Planner  
City of Garden City, Development Department  
6015 Glenwood Street  
Garden City, ID 83714

Re: *SUBFY2022-0004 – 4800 N. Adams Street  
Bliss Properties, LLC – Easement issues*

Dear Hanna:

As we discussed briefly yesterday afternoon, I represent Bliss Properties, LLC, the owner of the property located at 4810 N. Adams Street, Garden City, Idaho (“Bliss Property”). It is my understanding that Paul Martinet, the owner of the property commonly known as 4800 N. Adams Street, Garden City, Idaho (“Martinet Property”), which is directly adjacent to the Bliss Property, has applied for plat approval (SUBFY2022-0004) for a multifamily residential development to be called Elle Estates.

As we also discussed, the Martinet Property is subject to various easements that benefit the Bliss Property, including, without limitation, easements for access, sewer, and water that do not appear to have been taken into consideration in the proposed preliminary plat. After I spoke with Jenah Thornborrow regarding this issue last month, she forwarded to me a deed provided by Mr. Martinet (Instrument No. 105076971) purportedly representing that he is not subject to such easements. However, the language of the deed Mr. Martinet provided demonstrates that his property (the Northeasterly 140' of Lots 1 and 2) is subject to a 15' x 200' access easement over and across the Martinet Property, along the boundary it shares with the Bliss Property.

For your convenience, in addition to the Plat Map, which shows the Martinet Property (labeled Lots 1 and 2), the Bliss Property (labeled Lots 1A and 2A), and the Permanent Easement (in pink) on Lots 1 and 2, I have attached the title documents showing those easements identified above. Specifically, I have attached:

1. Instrument No. 8017840 – Warranty Deed executed by Delbert and Golda Adamson conveying Lot 2A to Raymond Adamson, which created easements across Lot 2 for (a) ingress/egress along the shared boundary line between Lots 1 and 2, (b) water line from 48<sup>th</sup> Street to Lot 2A, and (c) sewer between existing sewer lines on Lot 2 to Lot 2A.
2. Instrument No. 8017841 – Warranty Deed executed by Raymond Adamson conveying Lot 2A to Stoddard, which referenced the easements described in paragraph 1 above.
3. Instrument No. 8018307 (Rerecording of Instrument No. 8017839 to correct legal) – Warranty Deed executed by Delbert and Golda Adamson conveying Lot 1A to Stoddard.
4. Instrument No. 8122529 – Warranty Deed executed by Delbert and Golda Adamson conveying Lot 2 to Raymond and Teresa Adamson, subject to a 15' easement for ingress/egress across Lot 2 from 48<sup>th</sup> Street to Lot 2A, running on the northeasterly side along the common boundary line between Lots 1 and 2.
5. Instrument Nos. 8905457 and 8905458 – Warranty deed forms signed by Golda Adamson (Owner of Lot 1) and Raymond Adamson (Owner of Lot 2), granting to Stoddard (Owners of Lots 1A and 2A) a 15' x 200' “Permanent Easement” across what is now known as the Martinet Property (Lots 1 and 2), running along its shared boundary between what is now known as the Bliss Property (“Permanent Access Easement”), which was expressly intended to replace the ingress/egress easement referenced in Instrument No. 8122529 above.
6. Instrument No. 98001470 – Warranty Deed executed by Stoddard conveying what is now known as the Bliss Property (Lots 1A and 2A) to David J. Johnson, together with the Permanent Access Easement.
7. Instrument No. 105076971 – Warranty Deed executed by Bort conveying the Bliss Property (Lots 1A and 2A) to Mills, together with the Permanent Access Easement.

In summary, easements for access, water, and sewer across the Martinet Property were originally created in 1977. The access easement on the Martinet Property was relocated in 1989 to the shared boundary with the Bliss Property. The other two easements for water and sewer

Hanna Veal  
May 11, 2022  
Page 3

appear to remain in their original locations. I have found no indication in the public records that any of these easements have been vacated.

Accordingly, these easements need to be addressed in some fashion on the proposed preliminary plat. Specifically, based upon our review of the current proposed plat, there is no mention of the Permanent Access Easement and it appears that Martinet is proposing the installation of a storm water retention pond/basin in the Permanent Access Easement area. As I am sure you are aware, the design layout currently being proposed would completely obstruct Bliss Properties' use of the Permanent Access Easement and consequently block its access to portions of its property. Given its limited dimensions, the Permanent Access Easement adds considerable value to the Bliss Property.

Based upon our discussion yesterday, it is my understanding that the previously scheduled hearings (May 16, May 18 and June 13) on Martinet's application have been moved to the following dates:

July 18, 2022 @ 3:00 p.m.	Design Review
July 20, 2022 @ 6:30 p.m.	Planning & Zoning
August 8, 2022 @ 6:00 p.m.	City Council

Please advise right away if my understanding regarding the hearing dates is incorrect in any way. Also, please provide for our review copies of any revised plats or designs proposed by Martinet upon your receipt and, in any event, prior to the Design Review Hearing.

Please do not hesitate to contact me should you have any questions or need additional information.

Sincerely,

HAWLEY TROXELL ENNIS & HAWLEY LLP



Lynnette M. Davis

LMD:bl

cc: Jenah Thornborrow

WARRANTY DEED

For Value Received

8017839  
504 0969

Re-recording  
8018307

DELBERT ADAMSON and GOLDA ADAMSON, husband and wife,  
the grantor s, do hereby grant, bargain, sell and convey unto

RALPH E. STODDARD and RUBY STODDARD, husband and wife,  
the grantees, whose current address is

4810 Adams St. Boise Idaho 83704  
the following described premises, in Ada County Idaho, to-wit:

A portion of Lot 1, Block 23, Fairview Acres  
Subdivision No. 3, more particularly described  
on "Exhibit A" attached hereto, which said  
"Exhibit A" is by this reference incorporated  
herein and made a part hereof.

//////////

This documents is being re-recorded for the purpose of correcting the legal  
description.

Re-recording  
STATE OF IDAHO COUNTY OF ADA, ss.  
Filed for record at the request of PIONEER TITLE CO.  
00 Min past 11 o'clock A.M. this 15th day of April 1980  
JOHN BASTIDA, Recorder  
By Carlene [Signature] Deputy  
\$200

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,  
their heirs and assigns forever. And the said Grantors do hereby covenant to and  
with the said Grantees, that they are the owners in fee simple of said premises; that they are free  
from all incumbrances except current year's taxes, levies, and assessments, and except  
restrictions, reservations, and easements of record, and easements visible upon the  
premises,

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: August 9, 1976.

Delbert Adamson  
Golda Adamson

STATE OF IDAHO, COUNTY OF ADA)ss.  
On this 9th day of August, 1976,  
before me, a notary public in and for the said State, per-  
sonally appeared

DELBERT ADAMSON and GOLDA ADAMSON,  
husband and wife

known to me to be the persons whose names are  
subscribed to the within instrument, and acknowledged to  
me that they executed the same.

Walter McEwen  
Notary Public

Residing at Boise, Idaho  
Comm. Expires

STATE OF IDAHO, COUNTY OF Ada  
I hereby certify that this instrument was filed for record at  
the request of Ralph E. Stoddard

at 50 minutes past 10 o'clock A.M.,  
this 11th day of April  
1980, in my office, and duly recorded in Book  
of Deeds at Page

JOHN BASTIDA

Ex-Officio Recorder

By Carlene [Signature] Deputy

Fees \$200  
Mail to:

INSTRUMENT No.

EXHIBIT A

A portion of Lot 1, Block 23, Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho, more particularly described as follows, to-wit:

Southwesterly <sup>by D.A. & G.A.</sup> ~~Southeasterly~~ corner of Lot 1, Block 23, Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho; thence Northwesterly along the Southwesterly boundary of said Lot 1, a distance of 140 feet to a point, THE REAL POINT OF BEGINNING;

- thence continuing along the Southwesterly boundary of said Lot 1, a distance of 60 feet to a point;
- thence Northeasterly along a line parallel with the Southeasterly boundary of said Lot 1, a distance of 100 feet, more or less, to a point on the common boundary line of Lots 1 and 2 in said Block 23 of Fairview Acres Subdivision No. 3;
- thence Southeasterly along the common boundary line of said Lots 1 and 2, a distance of 60 feet to a point;
- thence Southwesterly along a line parallel with the Southeasterly boundary of said Lot 1, a distance of 100 feet, more or less, to THE REAL POINT OF BEGINNING.

//////////

WARRANTY DEED

504 C194

For Value Received

DELBERT ADAMSON and GOLDA ADAMSON, husband and wife, the grantors, do hereby grant, bargain, sell and convey unto

RAYMOND D. ADAMSON, a single man,

whose current address is

the grantee, the following described premises, in Ada County Idaho, to wit:

A portion of Lot 2, Block 23, Fairview Acres Subdivision No. 3, according to the official plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho, more particularly described upon "Exhibit A" attached hereto, which said "Exhibit A" is by this reference incorporated herein and made a part hereof.

//////////

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all incumbrances except current year's taxes, levies, and assessments, and except restrictions, reservations, and easements of record, and easements visible upon the premises,

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: May 6, 1977.

Signatures of Delbert Adamson and Golda Adamson

STATE OF IDAHO, COUNTY OF ADA) ss.

On this 6th day of May, 1977, before me, a notary public in and for said State, personally appeared

DELBERT ADAMSON and GOLDA ADAMSON, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public signature and name

Residing at Boise, Idaho

STATE OF IDAHO, COUNTY OF ADA

Filed for record at the request of Ralph E. Stoddard

30 Min past 10 o'clock AM this 17th day of June 1980

By Corlene [Signature] Deputy

\$200



EXHIBIT A

A portion of Lot 2, Block 23, Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho, more particularly described as follows, to-wit:

Commencing at the Southeasterly corner of Lot 2, Block 23, Fairview Acres Subdivision No. 3, according to the plat thereof filed in Book 11 of Plats at Page 617, records of Ada County, Idaho (said commencement point being on the common boundary line between Lots 2 and 3 in said Block 23); thence Northwesterly along the Northeasterly boundary of said Lot 2, a distance of 140 feet to a point, THE REAL POINT OF BEGINNING;

thence continuing along the Northeasterly boundary of said Lot 2, a distance of 60 feet to a point;

thence Southwesterly along a line parallel with the Southeasterly boundary of said Lot 2, a distance of 100 feet, more or less, to a point on the common boundary line of Lots 1 and 2 in said Block 23 of Fairview Acres Subdivision No. 3;

thence Southeasterly along the common boundary line of said Lots 1 and 2, a distance of 60 feet to a point;

thence Northeasterly along a line parallel with the Southeasterly boundary of said Lot 2, a distance of 100 feet, more or less, to THE REAL POINT OF BEGINNING.

TOGETHER WITH permanent easements on, over, and across the Southeasterly 140 feet of said Lot 2, Block 23, Fairview Acres Subdivision No. 3, as follows:

- (1) An easement for ingress and egress along a strip of land 15 feet in width adjacent the common boundary line between Lots 1 and 2 of said Block 23 of Fairview Acres Subdivision No. 3; and
- (2) An easement to construct and maintain a water line running from East 48th Street to the above-described parcel of land; and
- (3) An easement to construct and maintain a sewer line between the above-described parcel of land and the existing sewer line situated on said Southeasterly 140 feet of said Lot 2.

The easements above stated are subject to the following restrictions and reservations: The location of water and sewer lines must be such as not to disturb existing improvements upon the land, and said locations once established may be changed from time to time by, and at the expense of, the owner of the Southeasterly 140 feet of said Lot 2, Block 23, Fairview Acres Subdivision No. 3 if such relocation is desirable in connection with any improvement on, or use of, said property by said owner. It shall be the responsibility of the owner of the above-described parcel of land to maintain the roadway used for ingress and egress, and to maintain in a good state of repair any water and sewer lines established

pursuant to said easements. The right to enter upon the Southeasterly 140 feet of said Lot 2 for purposes of maintenance and repair of said water and sewer lines, and roadway, is hereby granted, but the owner of the above-described parcel of land shall be responsible for repairing all damage to the premises resulting from any such maintenance and repair work. By acceptance of the conveyance to which this "Exhibit A" is attached, the owner of the above-described parcel of land consents and agrees to the terms and conditions herein stated, which shall be binding upon all parties, and their heirs, personal representatives, successors, and assigns.

//////////

# WARRANTY DEED

GRANTOR: DELBERT ADAMSON and GOLDA ADAMSON, husband and wife,

GRANTEE: RAYMOND D. ADAMSON and TERESA R. ADAMSON, husband and wife,

GRANTEE'S ADDRESS: 406 E. 48th, Boise, Idaho 83704

### DESCRIPTION OF REAL PROPERTY CONVEYED BY THIS DEED:

Situated in the County of ADA, State of Idaho:

The Southeasterly 140 feet of Lot 2, in Block 23 of FAIRVIEW ACRES SUBDIVISION No. 3, according to the official plat thereof filed in Book 11 of Plats at Page 617, records of Ada County, Idaho (being the 140 feet of said Lot 2 adjacent to East 48th Street, in Garden City, Idaho).

SUBJECT to an easement for ingress and egress between the remainder of said Lot 2 and said East 48th Street, on, over, and across a strip of land 15 feet in width situated adjacent to, and on the Northeasterly side of, the common boundary between Lots 1 and 2 in said Block 23 of FAIRVIEW ACRES SUBDIVISION No. 3.

FOR VALUE RECEIVED, the above-named Grantor does hereby grant, bargain, sell, and convey unto the above-named Grantee, the real property above described; TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and Grantee's heirs and assigns forever.

And the said Grantor does hereby covenant to and with the said Grantee that Grantor is the owner in fee simple of said premises, and that they are free from all incumbrances except current year's taxes, levies, and assessments, and also except reservations, restrictions, and easements of record and easements visible upon the premises, and that Grantor will WARRANT and DEFEND the same from all lawful claims whatsoever. The use of the singular terms "Grantor" and "Grantee" herein shall be construed to include the plural as the context shall require under the circumstances.

DATED: May 15<sup>th</sup>, 1981.

*Delbert Adamson*

DELBERT ADAMSON

*Golda M Adamson*

GOLDA ADAMSON

STATE OF IDAHO, COUNTY OF ADA

On this 15<sup>th</sup> day of May, 1981, before me, a notary public in and for said State, personally appeared

DELBERT ADAMSON and GOLDA ADAMSON, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

*Pat. Overhagen*  
Notary Public

Residing at Boise, Idaho  
Comm. Expires 9-12-82

Ada County, Idaho, ss.

*J. Decker*

TIME 10:45 A.M.

DATE 5.27.81

JOHN HASTIDA

RECORDER

By *J. Decker*  
Deputy

209

*355 W. Archway, Suite 107  
Boise 83707*

**POOR COPY**

When recorded mail to:  
Mary K. Denton, Attorney  
P.O. Box 473  
Meridian, ID 83680

98001470  
ADA CO. RECORDER  
J. DAVID NAVARRO  
BOISE ID

*Mary K Denton*

'98 JAN 8 PM 1 46

**POOR COPY**

FEE 12.00 DEL *L. Williams*  
WARRANTY DEED RECORDED AT THE REQUEST OF

For Value Received, Ruby Stoddard, a widow, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto David J. Johnson, a married man as his sole and separate property, hereinafter referred to as Grantee, whose current address is 1678 E. Laurelwood Drive, Eagle, Idaho 83616

the following described premises, to-wit:

Location of described property: 4810 Adams Street, Boise, Idaho 83704.

Parcel 1:

A permanent easement on, over and across the following described land. A portion of Lots 1 and 2, Block 23, Fairview Acres Subdivision No. 3 according to the plat thereof, filed in Book 11 of Plats at page 617, records of Ada County.

Beginning at the southeasternly corner of Lot 1, Block 23 and thence northwesternly along the northeasternly boundary of Adams Street 125 feet to a point which is the POINT OF BEGINNING:

Thence northeasterly 200 ft. to a point on the lot line common to Lots 2 and 3.

Thence northwesterly 15 feet along the lot line common to Lots 2 and 3 to a point;

Thence southwesterly 200 feet to a point on the northeasterly right-of-way line of Adams Street;

Thence southeasterly 15 feet along the northeasterly right-of-way line of Adams Street to POINT OF BEGINNING.

Parcel 2:

A portion of Lot 1, Block 23, Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho, more particularly described as follows, to-wit:

Commencing at the southwesterly corner of Lot 1, Block 23, Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho; thence northwesterly along the southwesterly boundary of said Lot 1, a distance of 140 feet to a point, THE REAL POINT OF BEGINNING;

Thence continuing along the southwesterly boundary of said Lot 1, a distance of 60 feet to a point;  
Thence northeasterly along a line parallel with the southeasterly boundary of said Lot 1, a distance of 100 feet, more or less, to a point on the common boundary line of Lots 1 and 2 in said Block 23 of Fairview Acres Subdivision No. 3;  
Thence southeasterly along the common boundary line of said Lots 1 and 2, a distance of 60 feet to a point;  
Thence southwesterly along a line parallel with the southeasterly boundary of said Lot 1, a distance of 100 feet, more or less, to THE REAL POINT OF BEGINNING.

Parcel 3:

The real estate more particularly described upon "Exhibit A" attached hereto, which said "Exhibit A" is by this reference incorporated herein and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

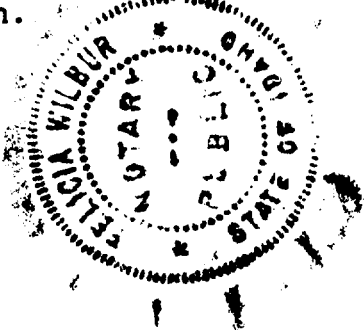
Dated this 30<sup>th</sup> day of December, 1997.

By: Ruby D. Stoddard  
Ruby Stoddard, Grantor

STATE OF IDAHO )  
                  : ss.  
County of Ada )

On this 30<sup>th</sup> day of December, 1997, before me, the undersigned, a Notary Public for said State, personally appeared Ruby Stoddard, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Felicia Wilbur  
Notary Public for Idaho  
Residing at: Boise, Idaho  
My Commission Expires: 9/17/2003

EXHIBIT A

A portion of Lot 2, Block 23, Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho, more particularly described as follows, to-wit:

Commencing at the Southeasterly corner of Lot 2, Block 23, Fairview Acres Subdivision No. 3, according to the plat thereof filed in Book 11 of Plats at Page 617, records of Ada County, Idaho (said commencement point being on the common boundary line between Lots 2 and 3 in said Block 23); thence Northwesterly along the Northeasterly boundary of said Lot 2, a distance of 140 feet to a point, THE REAL POINT OF BEGINNING;

thence continuing along the Northeasterly boundary of said Lot 2, a distance of 60 feet to a point;

thence Southwesterly along a line parallel with the Southeasterly boundary of said Lot 2, a distance of 100 feet, more or less, to a point on the common boundary line of Lots 1 and 2 in said block 23 of Fairview Acres Subdivision No. 3;

thence Southeasterly along the common boundary line of said Lots 1 and 2, a distance of 60 feet to a point;

thence Northeasterly along a line parallel with the Southeasterly boundary of said Lot 2, a distance of 100 feet, more or less, to THE REAL POINT OF BEGINNING.

TOGETHER WITH permanent easements on, over, and across the Southeasterly 140 feet of said Lot 2, Block 23, Fairview Acres Subdivision No. 3, as follows:

- (1) An easement for ingress and egress along a strip of land 15 feet in width adjacent the common boundary line between Lots 1 and 2 of said Block 23 of Fairview Acres Subdivision No. 3; and
- (2) An easement to construct and maintain a water line running from East 48th Street to the above-described parcel of land; and
- (3) An easement to construct and maintain a sewer line between the above-described parcel of land and the existing sewer line situated on said Southeasterly 140 feet of said Lot 2.

The easements above stated are subject to the following restrictions and reservations: The location of water and sewer lines must be such as not to disturb existing improvements upon the land, and said locations once established may be changed from time to time by, and at the expense of, the owner of the Southeasterly 140 feet of said Lot 2, Block 23, Fairview Acres Subdivision No. 3 if such relocation is desirable in connection with any improvement on, or use of, said property by said owner. It shall be the responsibility of the owner of the above-described parcel of land to maintain the roadway used for ingress and egress, and to maintain in a good state of repair any water and sewer lines established

pursuant to said easements. The right to enter upon the Southeasterly 140 feet of said lot 2 for purposes of maintenance and repair of said water and sewer lines, and roadway, is hereby granted, but the owner of the above-described parcel of land shall be responsible for repairing all damage to the premises resulting from any such maintenance and repair work. By acceptance of the conveyance to which this "Exhibit A" is attached, the owner of the above-described parcel of land consents and agrees to the terms and conditions herein stated, which shall be binding upon all parties, and their heirs, personal representatives, successors, and assigns.

//////////

257262  
CS/MA



A Pioneer Company  
**PIONEER TITLE COMPANY**  
OF ADA COUNTY  
3525 E. Overland Rd. / Meridian, Idaho 83642  
(208) 888-7230

ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 06/14/05 02:31 PM  
DEPUTY Neava Haney  
RECORDED - REQUEST OF  
Pioneer

AMOUNT 6.00 2



2

### WARRANTY DEED

For Value Received Sharon L. Bort, an unmarried woman

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Glad Mills and Ardis Mills, husband and wife

hereinafter referred to as Grantee, whose current address is 2908 N. Fry Street, Boise, ID 83701

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

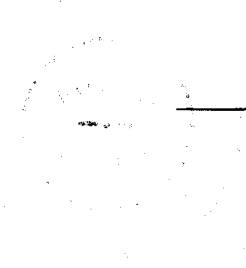
Dated: June 9, 2005

\_\_\_\_\_  
Sharon L. Bort

\_\_\_\_\_  
\_\_\_\_\_

STATE OF IDAHO. County of ADA, ss.

On this 13 day of JUNE, in the year of 2005, before me, the undersigned, a notary public personally appeared SHARON L. BORT known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



\_\_\_\_\_  
Carol Shaw  
Notary Public of Idaho  
Residing at Meridian  
Commission expires: August 24, 2010



## EXHIBIT A

A portion of Lot 1, Block 23, Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho, more particularly described as follows, to-wit:

Commencing at the Southwesterly corner of Lot 1, Block 23, Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho; thence  
Northwesterly along the Southwesterly boundary of said Lot 1, a distance of 140 feet to a point, the REAL POINT OF BEGINNING; thence

Continuing along the Southwesterly boundary of said Lot 1, a distance of 60 feet to a point; thence  
Northeasterly along a line parallel with the Southeasterly boundary of said Lot 1, a distance of 100 feet, more or less, to a point on the common boundary line of Lots 1 and 2 in said Block 23 of Fairview Acres Subdivision No. 3; thence  
Southeasterly along the common boundary line of said Lots 1 and 2, a distance of 60 feet to a point; thence  
Southwesterly along a line parallel with the Southeasterly boundary of said Lot 1, a distance of 100 feet, more or less, to the REAL POINT OF BEGINNING.

A portion of Lot 2, Block 23, Fairview Acres Subdivision No. 3, according to the plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho, more particularly described as follows, to-wit:

Commencing at the Southeasterly corner of Lot 2, Block 23, Fairview Acres Subdivision No. 3, according to the plat thereof filed in Book 11 of Plats at Page 617, records of Ada County, Idaho (said commencement point being on the common boundary line between Lots 2 and 3 in said Block 23); thence  
Northwesterly along the Northeasterly boundary of said Lot 2, a distance of 140 feet to a point, the REAL POINT OF BEGINNING; thence

Continuing along the Northeasterly boundary of said Lot 2, a distance of 60 feet to a point; thence  
Southwesterly along a line parallel with the Southeasterly boundary of said Lot 2, a distance of 100 feet, more or less, to a point on the common boundary line of Lots 1 and 2 in said Block 23 of Fairview Acres Subdivision No. 3; thence  
Southeasterly along the common boundary line of said Lots 1 and 2, a distance of 60 feet to a point; thence  
Northeasterly along a line parallel with the Southeasterly boundary of said Lot 2, a distance of 100 feet, more or less, to the REAL POINT OF BEGINNING.

**Excepting therefrom** that portion conveyed to Ada County Highway District as described in Warranty Deed recorded April 19, 2002 as Instrument No. 102045431.

Together with

A permanent easement on, over and across the following described land. A portion of Lots 1 and 2, Block 23, Fairview Acres Subdivision No. 3 according to the plat thereof, filed in Book 11 of Plats at Page 617, records of Ada County, Idaho.

Beginning at the Southeasterly corner of Lot 1, Block 23 and thence  
Northwesterly along the Northeasterly boundary of Adams Street 125 feet to a point which is the POINT OF BEGINNING; thence

Northeasterly 200 feet to a point on the lot line common to Lots 2 and 3; thence  
Northwesterly 15 feet along the lot line common to Lots 2 and 3 to a point; thence  
Southwesterly 200 feet to a point on the Northeasterly right-of-way line of Adams Street; thence  
Southeasterly 15 feet along the Northeasterly right-of-way line of Adams Street to the POINT OF BEGINNING.

