

Project Name or Subdivision Name:

Firenze Plaza McDonalds Water Easement

Water Main Easement Number: 01

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 **ESMT-2025-0112**

Record Number: _____

WATER MAIN EASEMENT

THIS Non – Exclusive Easement Agreement made this _____ day of _____ 20____ between First Meridian Limited Partnership, a Wyoming limited partnership ("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 a non-exclusive easement for the operation and maintenance of water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The non-exclusive 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 non-exclusive 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 non-exclusive 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 non-exclusive 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 non-exclusive easement area that would interfere with Grantee's use of said non-exclusive 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 non-exclusive 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 non-exclusive 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 non-exclusive 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.

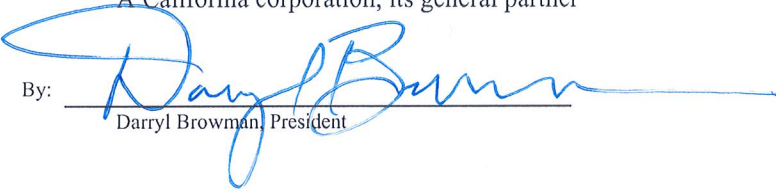
IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR:

First Meridian Limited Partnership,
A Wyoming limited partnership

By: Western Pacific Holdings, Inc.,
A California corporation, its general partner

By:


Darryl Browman, President

STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on _____ (date) by _____
(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 First Meridian Limited Partnership
(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

see attached certificate

Notary Signature _____

My Commission Expires: _____

9/2/2025
AK

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

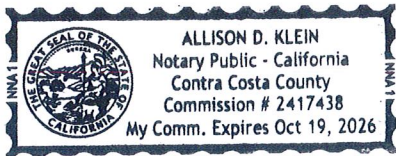
State of California }

County of CONTRA COSTA

On SEP. 2, 2025 before me, ALLISON D. KLEIN, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared DARRYL BROWN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: WATER MAIN EASEMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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: _____

Kimley»Horn

August 14, 2025

Exhibit "A"

Project Name: Firenze Plaza McDonald's Water Easement

Water Main Easement Number: 01

Located within Lot 1, Block 1 Firenze Plaza Subdivision, on file in Book 124, Pages 19867-19871 Official Records of Ada County, Idaho, being part of the Southeast Quarter of Section 29, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at the Southeast Corner of Section 29, Township 3 North, Range 1 East, Boise Meridian, from which the South Quarter Corner of said Section 29 bears North 89°43'46" West, 2656.17 feet;

Thence, along said section line, North 89°43'46" West, 439.88 feet;

Thence, leaving said section line, North 0°37'49" East, 65.22 feet a 1/2" rebar with cap marked "MSF 13550" marking the Southwest Corner of said Lot 1;

Thence North 0°37'49" East, a distance of 137.78 feet to a 1/2" rebar with no cap marking the Northeast Corner of said Lot 1;

Thence, along the North line of said Lot 1, North 89°24'15" West, 29.43 feet to the POINT OF BEGINNING;

Thence South 00°02'25" East, 15.41 feet;

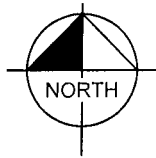
Thence South 89°57'35" West, 35.34 feet;

Thence North 00°02'25" West, 15.80 feet to the North line of said Lot 1;

Thence, along said North line, South 89°24'15" East, 35.35 feet to the POINT OF BEGINNING.

Containing: 551 Square Feet or 0.01 acre.



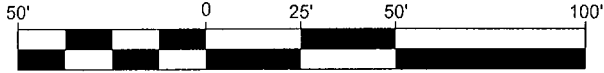


SOUTH 1/16TH CORNER OF SECTION 29, T3N, R1E, B.M.
FOUND 2" ALUMINUM CAP
(CP&F NO. 2022-009893)

28

29

GRAPHIC SCALE IN FEET



1" = 50' @ 8.5X11

LOT 2, BLOCK 1
FIRENZE PLAZA SUBDIVISION

POB
L4
N89°24'15"W
29.43'

L3
L2
L1

EASEMENT AREA:
0.01 ACRE
551 SQ. FT.

LOT 1, BLOCK 1
FIRENZE PLAZA SUBDIVISION
42,700 SQ. FT. OR 0.980 ACRE

N0°37'49"E 137.78'

N0°37'24"E 1321.27'

N0°37'49"E 65.22'

439.88'

POC
29 28
32 33

SOUTH QUARTER CORNER OF SECTION 29, T3N, R1E, B.M.
FOUND 2" ALUMINUM CAP
(CP&F NO. 2017-120266)

29
32

N89°43'46"W 2656.17'
(BASIS OF BEARINGS)

LEGEND

SECTION LINE
BOUNDARY LINE
TIE LINE
EASEMENT LINE



POC

POB

FOUND SECTION CORNER
FOUND QUARTER CORNER
FOUND 1/16TH CORNER
FOUND 1/2" REBAR WITH CAP "MSF 13550"
FOUND 1/2" REBAR (NO CAP)
CALCULATED POINT (NOTHING SET)
POINT OF COMMENCEMENT
POINT OF BEGINNING

SOUTHEAST CORNER OF SECTION 29, T3N, R1E, B.M.
FOUND 3.5" BRASS CAP
(CP&F NO. 2022-009892)

LINE TABLE

NO.	BEARING	LENGTH
L1	S00°02'25"E	15.41'
L2	S89°57'35"W	35.34'
L3	N00°02'25"W	15.80'
L4	S89°24'15"E	35.35'



Kimley»Horn

1100 W. IDAHO STREET
SUITE 210
BOISE, IDAHO 83702
PHONE: (208) 297-2885
www.kimley-horn.com

PROJECT:

FIRENZE PLAZA
MCDONALD'S WATER EASEMENT
WATER MAIN EASEMENT NUMBER: 01

TITLE:

EXHIBIT "B"

JOB NO.: 093649018

SCALE: 1" = 50'

DATE: 2025_08_14

SHEET:

SHEET 2 OF 2