

Project Name or Subdivision Name:

Chase Bank - Eagle Amity

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-2024-0179**

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 14th day of January 20 25 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 non-exclusive 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 non-exclusive easement, which would interfere with the use of said non-exclusive easement, for the purposes stated herein.

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 Brownman, President

STATE OF CALIFORNIA)) ss
County of _____)

AK
12/19/2024

This record was acknowledged before me on _____ (date) by _____
(name of individual), on behalf of First Meridian Limited Partnership, a Wyoming Limited Partnership, in the following representative capacity: _____ (type of authority, such as partner)

Notary Stamp Below

Notary Signature
My Commission Expires: _____

see attached certificate

CALIFORNIA ACKNOWLEDGMENT

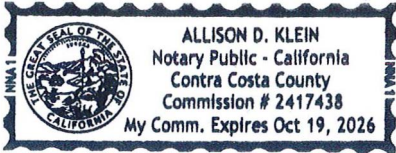
CIVIL CODE § 1189

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 DECEMBER 19, 2024 before me, ALLISON D. KLEIN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared DARRELL PERSONA
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.



Place Notary Seal and/or Stamp Above

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: [Handwritten Signature]
Signature of Notary Public

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 AGREEMENT

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 1-14-2025

Attest by Chris Johnson, City Clerk 1-14-2025

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on 1-14-2025 (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: _____

EXHIBIT 'A'

LEGAL DESCRIPTION OF EASEMENTS 1 & 2 FOR WATER PURPOSES IN THE SE 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN COUNTY OF ADA, STATE OF IDAHO

EASEMENT 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, COUNTY OF ADA, STATE OF IDAHO, LYING WITHIN LOT 2 IN BLOCK 2 OF FIRENZE PLAZA SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 124 OF PLATS AT PAGES 19867-19871, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89°22'53" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2, 23.85 FEET TO THE WESTERLY LINE OF A SEWER AND WATER EASEMENT RECORDED AS INSTRUMENT NUMBER 2022-063227, RECORDS OF SAID COUNTY; THENCE NORTH 00°37'41" EAST ALONG SAID WESTERLY LINE, 36.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°22'29" WEST, 25.00 FEET; THENCE NORTH 00°37'31" EAST, 22.25 FEET; THENCE SOUTH 89°22'29" EAST, 20.00 FEET; THENCE SOUTH 00°37'31" WEST, 2.25 FEET, THENCE SOUTH 89°22'29" EAST, 5.00 FEET TO THE WESTERLY LINE OF SAID SEWER AND WATER EASEMENT; THENCE ALONG THE LINE OF SAID SEWER AND WATER EASEMENT THE FOLLOWING FIVE (5) COURSES; 1) SOUTH 00°37'31" WEST, 3.80 FEET; 2) NORTH 89°22'29" WEST, 15.00 FEET; 3) SOUTH 00°37'31" WEST, 10.00 FEET; 4) SOUTH 89°22'29" EAST, 15.00 FEET; 5) SOUTH 00°37'31" EAST, 6.20 FEET TO THE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION.

CONTAINING 395 SQUARE FEET, MORE OR LESS.

EASEMENT 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, COUNTY OF ADA, STATE OF IDAHO, LYING WITHIN LOT 1 IN BLOCK 2 OF FIRENZE PLAZA SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 124 OF PLATS AT PAGES 19867-19871, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°22'53" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 1, 7.15 FEET TO THE EASTERLY LINE OF A SEWER AND WATER EASEMENT RECORDED AS INSTRUMENT NUMBER 2022-063227, RECORDS OF SAID COUNTY; THENCE ALONG THE LINE OF SAID SEWER AND WATER EASEMENT THE FOLLOWING FIVE (5) COURSE; 1) NORTH 00°37'31" EAST, 42.22 FEET; 2) SOUTH 89°22'29" EAST, 17.75 FEET; 3) NORTH 00°37'31" EAST, 10.00 FEET; 4) NORTH 89°22'29" WEST, 17.75 FEET; 5) NORTH 00°37'31" EAST, 46.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°22'29" EAST, 6.50; THENCE NORTH 00°37'31" EAST, 20.00 FEET; THENCE NORTH 89°22'29" WEST, 6.50 FEET TO THE EASTERLY LINE OF SAID SEWER AND WATER EASEMENT; THENCE SOUTH 00°37'31" WEST ALONG SAID EASTERLY LINE, 20.00 FEET TO THE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION.

CONTAINING 130 SQUARE FEET, MORE OR LESS.



12/13/2024

EXHIBIT 'B'

DEPICTION OF EASEMENTS 1 & 2 FOR WATER PURPOSES
IN THE SE 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN
COUNTY OF ADA, STATE OF IDAHO



LOT 2
BLOCK 2
FINAL PLAT FOR
FIRENZE PLAZA SUBDIVISION

