

Project Name or Subdivision Name:
Ziggi's Coffee

Water Main Easement Number: 1
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-2025-0048
Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____, 20____ between
Meridian Equity Group, 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, 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: Meridian Equity Group, LLC




STATE OF ~~IDAHO~~ ^{IL})
County of ~~Ada~~ ^{Cook}) ss

This record was acknowledged before me on 5-5-25 (date)
by Brett Paul (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 Meridian Equity Group, 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)

Notary Stamp Below


Notary Signature
My Commission Expires: _____



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: _____

April 30, 2025
Project No. 24-103
City of Meridian Water Easement

Exhibit A

A parcel of land for a City of Meridian Water Easement over a portion of Lot 1, Block 1 of Hill's Century Farm North Subdivision No. 1 (Book 121 of Plats, Pages 18902-18905), situated in the North 1/2 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass plug marking the Northwest corner of said Lot 1, which bears N00°44'38"E a distance of 154.58 feet from a found 1/2-inch rebar marking the Southwest corner of said Lot 1, thence following the westerly boundary of said Lot 1, S00°44'38"W a distance of 116.85 feet to the **POINT OF BEGINNING**.

Thence leaving said westerly boundary, S89°15'22"E a distance of 16.84 feet;
Thence S00°44'38"W a distance of 21.73 feet to an existing City of Meridian Sewer and Water Easement per Instrument No.s 2021-096838 and 2021-096846;

Thence following said existing easement the following three (3) courses:

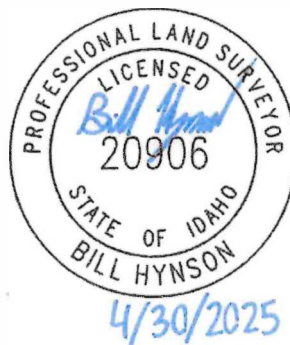
1. N89°15'22"W a distance of 6.84 feet;
2. N00°44'38"E a distance of 19.50 feet;
3. N89°15'22"W a distance of 10.00 feet to said westerly boundary;

Thence leaving said existing easement and following said westerly boundary, N00°44'38"E a distance of 2.23 feet to the **POINT OF BEGINNING**.

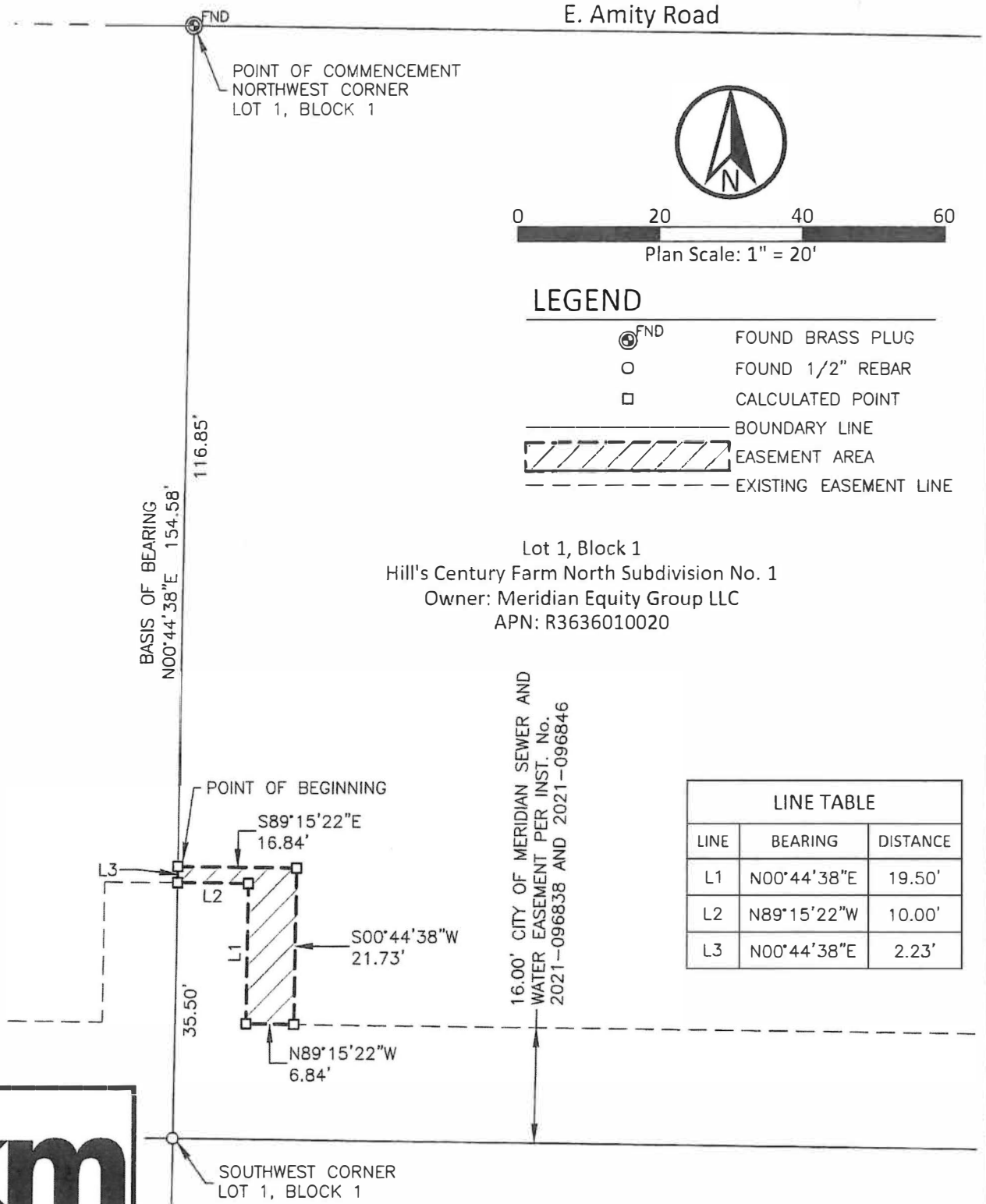
Said parcel contains 171 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



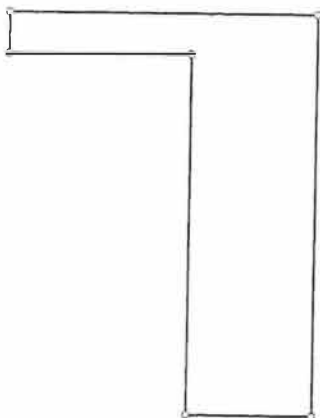
P:\24-103\SURVEY\CAD\EXHIBITS\24-103 CITY OF MERIDIAN WATER EASEMENT.DWG, KOBE ZIMMERMAN, 4/30/2025, DWG TO PDF.PC3, 08.5X11 p [PDF]



DATE: APRIL, 2025
PROJECT: 24-103
SHEET: 1 OF 1

Exhibit B City of Meridian Water Easement

A portion of Lot 1, Block 1 of Hill's Century Farm North Subdivision No. 1, situated in the North 1/2 of the Northwest 1/4 of Section 33, T.3N., R.1E., B.M., City of Meridian, Ada County, ID



Title:		Date: 04-30-2025
Scale: 1 inch = 10 feet	File: Deed Plotter.des	
Tract 1: 0.004 Acres: 171 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 77 Feet		
001=s89.1522e 16.84	004=n00.4438e 19.50	
002=s00.4438w 21.73	005=n89.1522w 10.00	
003=n89.1522w 6.84	006=n00.4438e 2.23	