

ESMT-2022-0190 Firenze Plaza

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Non-Exclusive Easement Agreement, made this 12th day of July, 2022 between BDC Meridian, LLC and BDC Meridian II, LLC, each Wyoming limited liability companies (“Grantor”) and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

WHEREAS, the sanitary sewer and water 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 and 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 sanitary sewer and water mains and their allied facilities, (the “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, it's successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs, replacements or performing other maintenance, Grantee shall restore the area of the non-exclusive easement and adjacent property to that which existed prior to undertaking such repairs, replacements, 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 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 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.

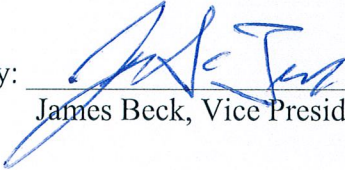
[Signatures on following page.]

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

GRANTOR:

BDC Meridian, LLC,
a Wyoming limited liability company

By: National Safe Harbor Exchanges, Inc.,
a California corporation, its sole member

By: 
James Beck, Vice President

STATE OF MISSOURI)

County of St. Louis)

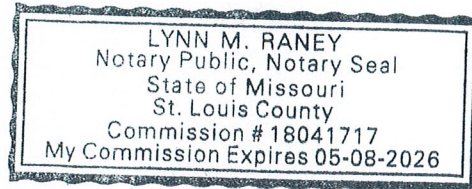
On June 7, 2022, before me, Lynn M. Raney,
personally appeared James Beck who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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 Missouri that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

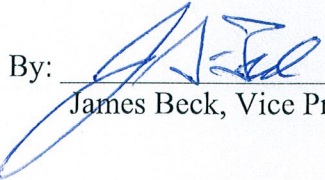
Signature: 
Signature of Notary Public

(SEAL)



BDC Meridian II, LLC,
a Wyoming limited liability company

By: National Safe Harbor Exchanges, Inc.,
a California corporation, its sole member

By: 
James Beck, Vice President

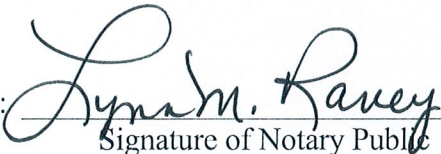
STATE OF MISSOURI)

County of St. Louis)

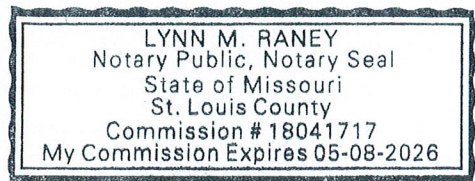
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that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: 
Signature of Notary Public

(SEAL)



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-12-2022

Attest by Chris Johnson, City Clerk 7-12-2022

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 7-12-2022 (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 Signature
My Commission Expires: 3-28-2028



May 10, 2022
Project No.: 116015

EXHIBIT "A"

FIRENZE PLAZA SUBDIVISION
CITY OF MERIDIAN SEWER & WATER EASEMENT DESCRIPTIONS

EASEMENT 1

An easement located in a portion of Parcel "B" as same is shown on Record of Survey #10860, Ada County Records, located in the Southeast Quarter of the Southeast Quarter of Section 29, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 29, (from which point the East One Quarter Corner of said Section 29 bears North 00° 37' 07" East, a distance of 2642.58 feet);
Thence North 00° 37' 07" East, a distance of 755.16 feet on the east section line of said Section 29;
Thence North 89° 22' 53" West, a distance of 198.99 feet to the POINT OF BEGINNING:

Thence South 00° 46' 46" West, a distance of 25.42 feet;
Thence South 89° 13' 14" East, a distance of 10.00 feet;
Thence South 00° 46' 46" West, a distance of 10.00 feet;
Thence North 89° 13' 14" West, a distance of 10.00 feet;
Thence South 00° 46' 46" West, a distance of 134.08 feet;
Thence South 01° 46' 21" East, a distance of 44.69 feet;
Thence North 88° 13' 39" East, a distance of 13.50 feet;
Thence South 01° 46' 21" East, a distance of 20.00 feet;
Thence South 88° 13' 39" West, a distance of 13.50 feet;
Thence South 01° 46' 21" East, a distance of 83.82 feet;
Thence North 88° 13' 39" East, a distance of 8.80 feet;
Thence South 01° 46' 21" East, a distance of 10.00 feet;
Thence South 88° 13' 39" West, a distance of 8.80 feet;
Thence South 01° 46' 21" East, a distance of 170.73 feet;
Thence North 88° 13' 39" East, a distance of 24.80 feet;
Thence South 01° 46' 21" East, a distance of 10.00 feet;
Thence South 88° 13' 39" West, a distance of 24.80 feet;
Thence South 01° 46' 21" East, a distance of 47.24 feet;
Thence South 43° 14' 17" West, a distance of 34.05 feet;
Thence North 89° 22' 53" West, a distance of 33.62 feet;
Thence South 00° 37' 07" West, a distance of 6.80 feet;
Thence North 89° 22' 53" West, a distance of 10.00 feet;
Thence North 00° 37' 07" East, a distance of 6.80 feet;
Thence North 89° 22' 53" West, a distance of 173.69 feet;
Thence North 44° 22' 53" West, a distance of 36.65 feet;
Thence North 89° 24' 15" West, a distance of 25.26 feet;

Thence South 00° 35' 45" West, a distance of 24.50 feet;
Thence North 89° 24' 15" West, a distance of 10.00 feet;
Thence North 00° 35' 45" East, a distance of 24.50 feet;
Thence North 89° 24' 15" West, a distance of 252.29 feet;
Thence North 00° 35' 45" East, a distance of 20.00 feet;
Thence South 89° 24' 15" East, a distance of 131.20 feet;
Thence North 00° 35' 45" East, a distance of 23.00 feet;
Thence South 89° 24' 15" East, a distance of 20.00 feet;
Thence South 00° 35' 45" West, a distance of 23.00 feet;
Thence South 89° 24' 15" East, a distance of 144.64 feet;
Thence South 44° 22' 53" East, a distance of 36.65 feet;
Thence South 89° 22' 53" East, a distance of 187.81 feet;
Thence North 00° 37' 07" East, a distance of 25.78 feet;
Thence South 89° 22' 53" East, a distance of 12.39 feet;
Thence North 01° 46' 21" West, a distance of 365.14 feet;
Thence North 00° 46' 46" East, a distance of 170.11 feet;
Thence South 89° 22' 53" East, a distance of 31.00 feet to the POINT OF BEGINNING.

The above described easement 1 contains 30,204 sq. ft. (0.69 acres) more or less.

TOGETHER WITH:

EASEMENT 2

A parcel of land located in a portion of Parcel "B" as same is shown on Record of Survey #10860, Ada County Records, located in the Southeast Quarter of the Southeast Quarter of Section 29, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 29, (from which point the East One Quarter Corner of said Section 29 bears North 00° 37' 07" East, a distance of 2642.58 feet);
Thence North 00° 37' 07" East, a distance of 1032.77 feet on the east section line of said Section 29;
Thence North 89° 22' 53" West, a distance of 198.96 feet to the POINT OF BEGINNING:

Thence South 00° 37' 31" West, a distance of 12.50 feet;
Thence South 89° 22' 29" East, a distance of 17.75 feet;
Thence South 00° 37' 31" West, a distance of 10.00 feet;
Thence North 89° 22' 29" West, a distance of 17.75 feet;
Thence South 00° 37' 31" West, a distance of 142.87 feet;
Thence South 89° 22' 29" East, a distance of 17.75 feet;
Thence South 00° 37' 31" West, a distance of 10.00 feet;
Thence North 89° 22' 29" West, a distance of 17.75 feet;
Thence South 00° 37' 31" West, a distance of 42.24 feet;
Thence North 89° 22' 53" West, a distance of 31.00 feet;
Thence North 00° 37' 31" East, a distance of 42.36 feet;
Thence North 89° 22' 29" West, a distance of 15.00 feet;
Thence North 00° 37' 31" East, a distance of 10.00 feet;
Thence South 89° 22' 29" East, a distance of 15.00 feet;

Thence North 00° 37' 31" East, a distance of 142.76 feet;
Thence North 89° 22' 29" West, a distance of 15.00 feet;
Thence North 00° 37' 31" East, a distance of 10.00 feet;
Thence South 89° 22' 29" East, a distance of 15.00 feet;
Thence North 00° 37' 31" East, a distance of 12.50 feet;
Thence South 89° 22' 29" East, a distance of 31.00 feet to the POINT OF BEGINNING.

The above described easement 2 contains 7,401 sq. ft. (0.17 acres) more or less.

TOGETHER WITH:

EASEMENT 3

A parcel of land located in a portion of Parcel "C" as same is shown on Record of Survey #10860, Ada County Records, located in the Southeast Quarter of the Southeast Quarter of Section 29, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 29, (from which the East One Quarter Corner of said Section 29 bears North 00° 37' 07" East, a distance of 2642.58 feet);
Thence North 89° 43' 46" West, a distance of 791.90 feet on the south section line of said Section 29;
Thence North 00° 16' 14" West, a distance of 48.00 feet;
Thence North 00° 37' 07" East, a distance of 36.83 feet to the POINT OF BEGINNING:

Thence South 89° 58' 16" West, a distance of 17.07 feet;
Thence North 00° 01' 44" West, a distance of 10.00 feet;
Thence North 89° 58' 16" East, a distance of 17.18 feet;
Thence South 00° 37' 07" West, a distance of 10.00 feet to the POINT OF BEGINNING.

The above described easement 3 contains 171 sq. ft. more or less.

PREPARED BY:
The Land Group, Inc.

James R. Washburn



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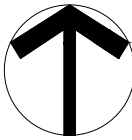
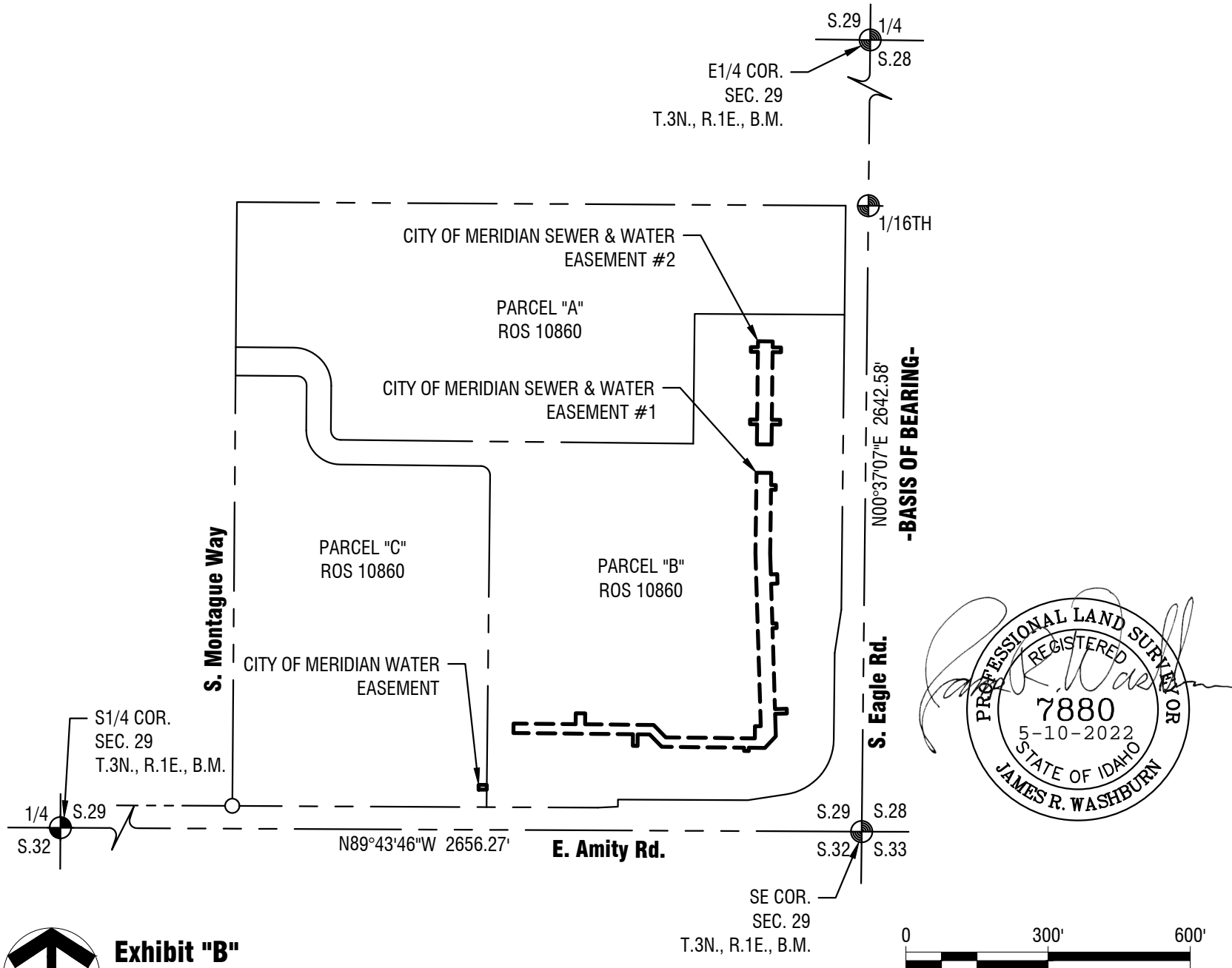


Exhibit "B"

Horizontal Scale: 1" = 300'



Exhibit "B" City of Meridian Sewer & Water Easements Firenze Plaza Subdivision

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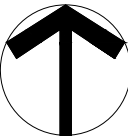
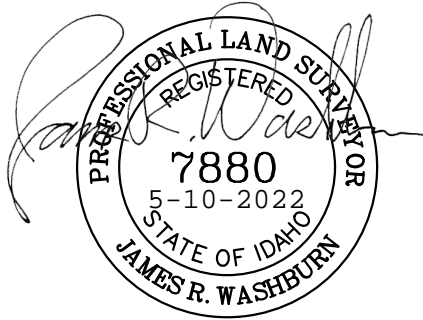
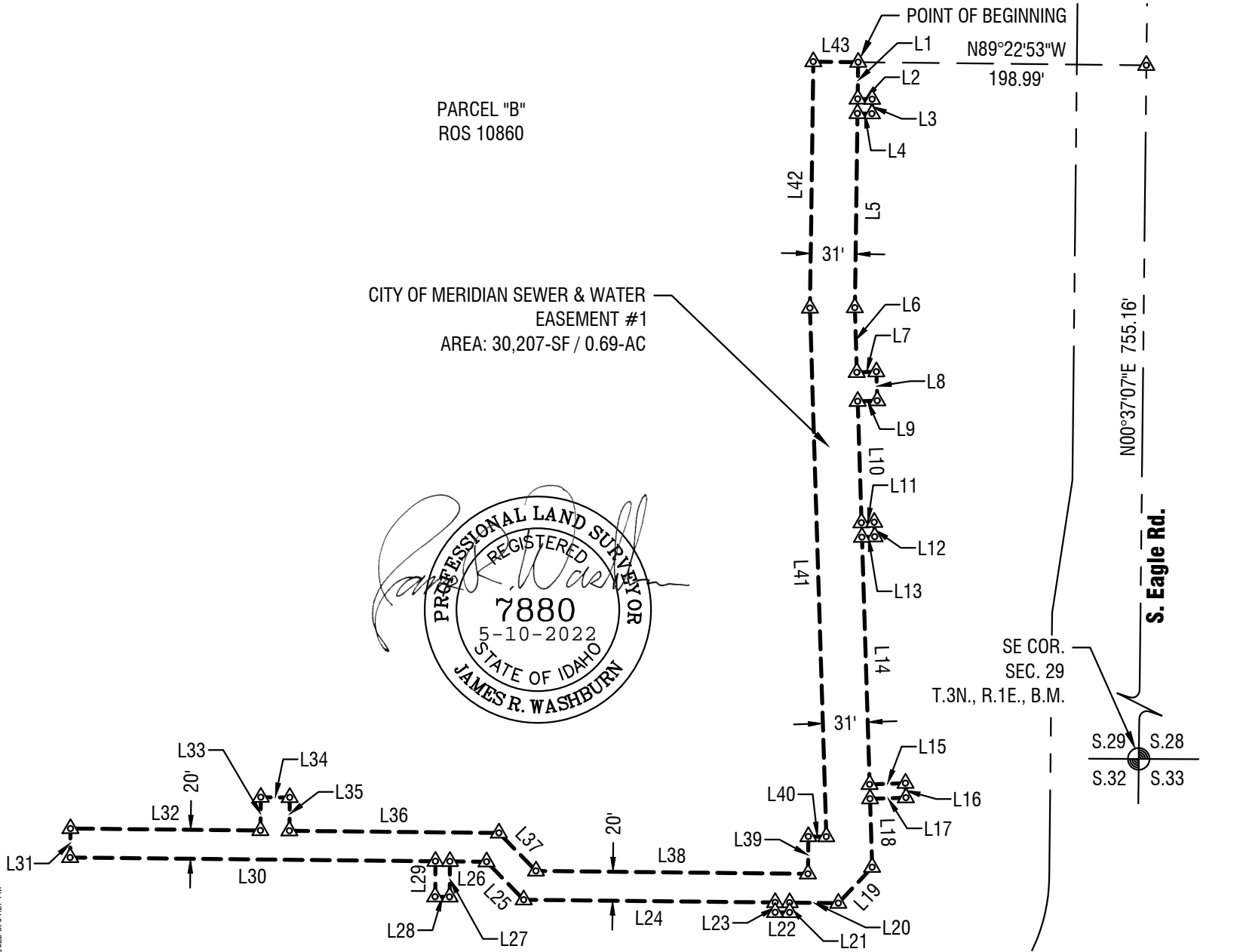


Exhibit "B"

Horizontal Scale: 1" = 100'



Project No.: 116015
Date of Issuance: April 27, 2022



Exhibit "B" City of Meridian Sewer & Water Easement Firenze Plaza Subdivision

Line Table		
LINE	BEARING	LENGTH
L1	S00°46'46"W	25.42'
L2	S89°13'14"E	10.00'
L3	S00°46'46"W	10.00'
L4	N89°13'14"W	10.00'
L5	S00°46'46"W	134.08'
L6	S01°46'21"E	44.69'
L7	N88°13'39"E	13.50'
L8	S01°46'21"E	20.00'
L9	S88°13'39"W	13.50'
L10	S01°46'21"E	83.82'
L11	N88°13'39"E	8.80'
L12	S01°46'21"E	10.00'
L13	S88°13'39"W	8.80'
L14	S01°46'21"E	170.73'
L15	N88°13'39"E	24.80'
L16	S01°46'21"E	10.00'
L17	S88°13'39"W	24.80'
L18	S01°46'21"E	47.24'
L19	S43°14'17"W	34.05'
L20	N89°22'53"W	33.62'

Line Table		
LINE	BEARING	LENGTH
L21	S00°37'07"W	6.80'
L22	N89°22'53"W	10.00'
L23	N00°37'07"E	6.80'
L24	N89°22'53"W	173.69'
L25	N44°22'53"W	36.65'
L26	N89°24'15"W	25.26'
L27	S00°35'45"W	24.50'
L28	N89°24'15"W	10.00'
L29	N00°35'45"E	24.50'
L30	N89°24'15"W	252.29'
L31	N00°35'45"E	20.00'
L32	S89°24'15"E	131.20'
L33	N00°35'45"E	23.00'
L34	S89°24'15"E	20.00'
L35	S00°35'45"W	23.00'
L36	S89°24'15"E	144.64'
L37	S44°22'53"E	36.65'
L38	S89°22'53"E	187.81'
L39	N00°37'07"E	25.78'
L40	S89°22'53"E	12.39'

Line Table		
LINE	BEARING	LENGTH
L41	N01°46'21"W	365.14'
L42	N00°46'46"E	170.11'
L43	S89°22'53"E	31.00'



Exhibit "B"
City of Meridian Sewer & Water Easement
Firenze Plaza Subdivision

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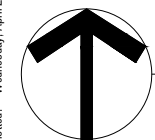
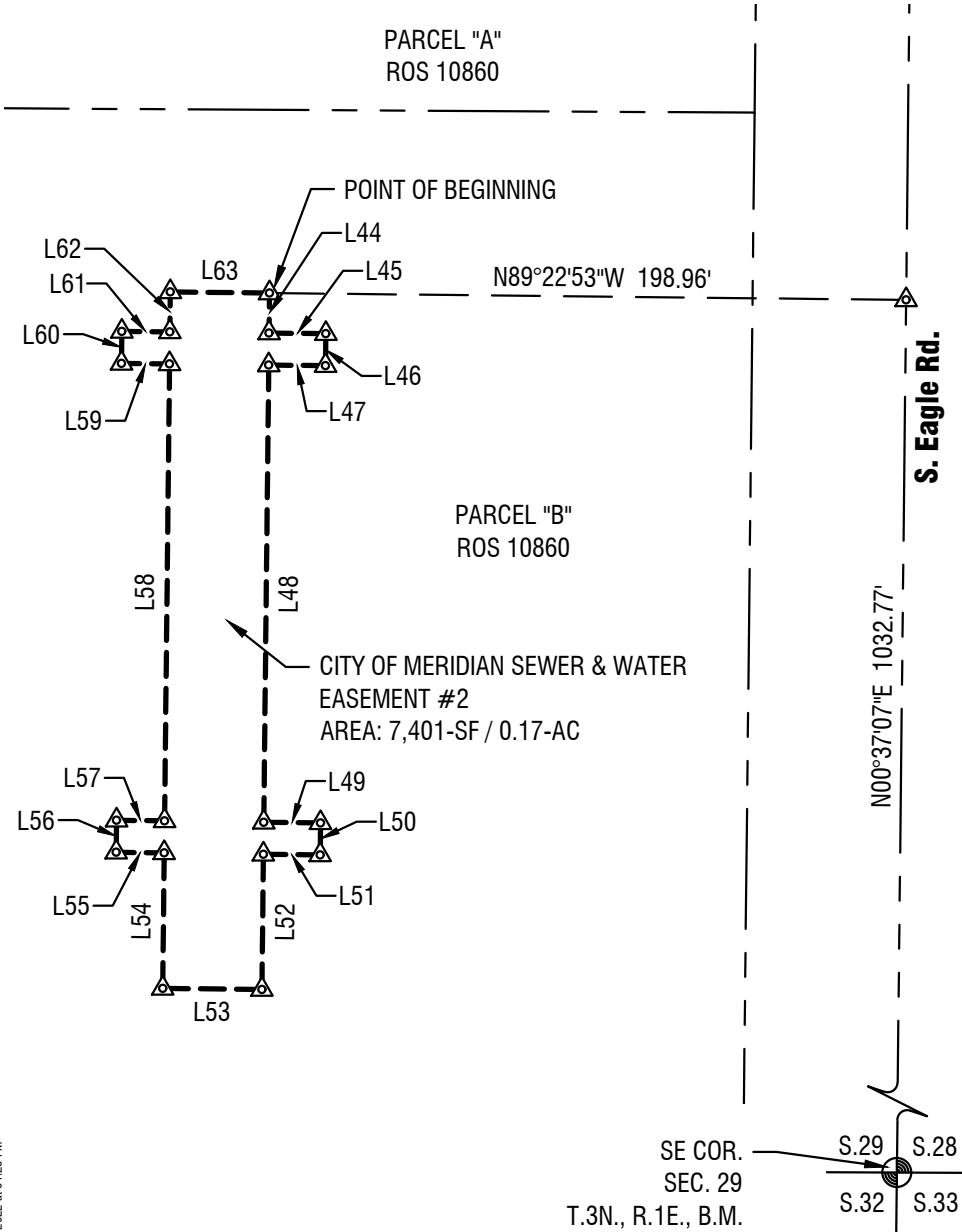


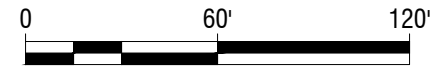
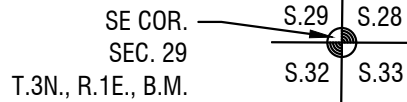
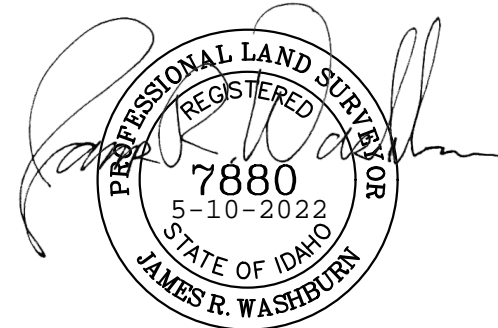
Exhibit "B"

Horizontal Scale: 1" = 60'



Line Table		
LINE	BEARING	LENGTH
L44	N00°37'31"E	12.50'
L45	N89°22'29"W	17.75'
L46	N00°37'31"E	10.00'
L47	S89°22'29"E	17.75'
L48	N00°37'31"E	142.87'
L49	N89°22'29"W	17.75'
L50	N00°37'31"E	10.00'
L51	S89°22'29"E	17.75'
L52	N00°37'31"E	42.24'
L53	S89°22'53"E	31.00'

Line Table		
LINE	BEARING	LENGTH
L54	S00°37'31"W	42.36'
L55	S89°22'29"E	15.00'
L56	S00°37'31"W	10.00'
L57	N89°22'29"W	15.00'
L58	S00°37'31"W	142.76'
L59	S89°22'29"E	15.00'
L60	S00°37'31"W	10.00'
L61	N89°22'29"W	15.00'
L62	S00°37'31"W	12.50'
L63	N89°22'29"W	31.00'

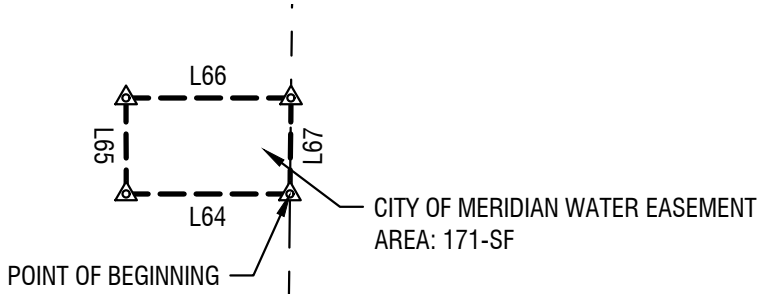


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 Date of Issuance: April 27, 2022



Exhibit "B"
City of Meridian Sewer & Water Easements
Firenze Plaza Subdivision

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 Date Plotted: Wednesday, April 27 2022 at 04:28 PM



Line Table		
LINE	BEARING	LENGTH
L64	S89°58'16"W	17.07'
L65	N00°01'44"W	10.00'
L66	N89°58'16"E	17.18'
L67	S00°37'07"W	10.00'

PARCEL "C"
ROS 10860

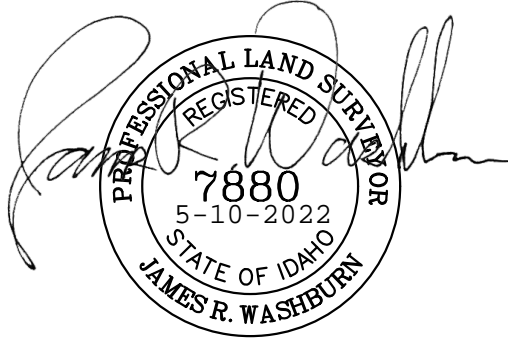
PARCEL "B"
ROS 10860

N00°37'07"E
36.83'

S00°16'14"W 48.00'

E. Amity Rd.

N89°43'46"W 791.90'



SE COR.
SEC. 29
T.3N., R.1E., B.M.

S.29 S.28
S.32 S.33

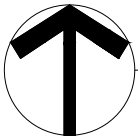


Exhibit "B"

Horizontal Scale: 1" = 20'



Project No.: 116015
Date of Issuance: April 27, 2022



Exhibit "B"
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Firenze Plaza Subdivision