

Project Name or Subdivision Name:

"Firenze Plaza Shop A" 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-2024-0018

Record Number: \_\_\_\_\_

**WATER MAIN EASEMENT**

THIS Easement Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between First Meridian 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 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.

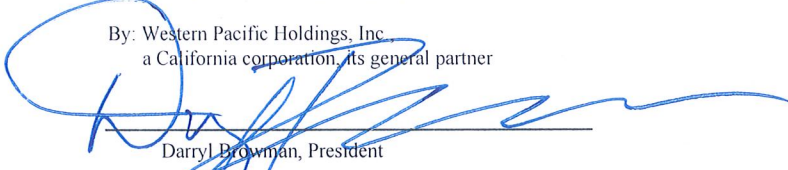
THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

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

GRANTOR:

First Meridian Limited Partnership,  
a Wyoming limited liability company

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

  
\_\_\_\_\_  
Darryl Brownman, President

STATE OF IDAHO )

) ss

County of Ada )

AK  
2/1/2024

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 \_\_\_\_\_  
(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

\_\_\_\_\_  
Notary Signature  
My Commission Expires: \_\_\_\_\_

see Attorneys  
certificate

**CALIFORNIA ALL-PURPOSE 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 )

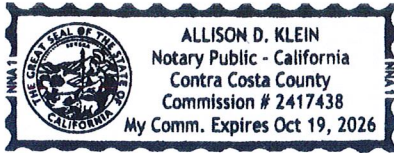
On FEBRUARY 1, 2024 before me, ALLISON D. KLEIN, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared DARRYL BEZICMAN  
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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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 BASEMENT

Document Date: FEBRUARY 1, 2024 Number of Pages: 5

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: \_\_\_\_\_



January 26, 2024  
Project No. 122072

**EXHIBIT "A"**

**WATERLINE EASEMENT  
CITY of MERIDIAN  
FIRENZE PLAZA SUBDIVISION**

An easement located in Lot 4, Block 1 of Firenze Plaza Subdivision, as same is shown on the official plat thereon, filed in Book 124, at Page 19867, Ada County records, located in a portion of the Southeast One Quarter of the Southeast One Quarter of Section 29, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Lot 4, thence on the north Lot line of said Lot 4, South 89° 22' 53" East, 29.57 feet, to the **POINT OF BEGINNING**:

Thence continuing on said north Lot line, South 89° 22' 53" East, 20.00 feet;  
Thence leaving said north Lot line, South 00° 16' 38" West, 20.93 feet;  
Thence North 89° 43' 22" West, 20.00 feet;  
Thence North 00° 16' 38" East, 21.05 feet to the **POINT OF BEGINNING**.

The above-described easement contains 0.009 Acres (420 Ft<sup>2</sup>) more or less.

PREPARED BY:  
THE LAND GROUP, INC.  
Michael S. Femenia

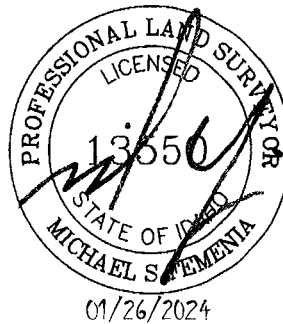


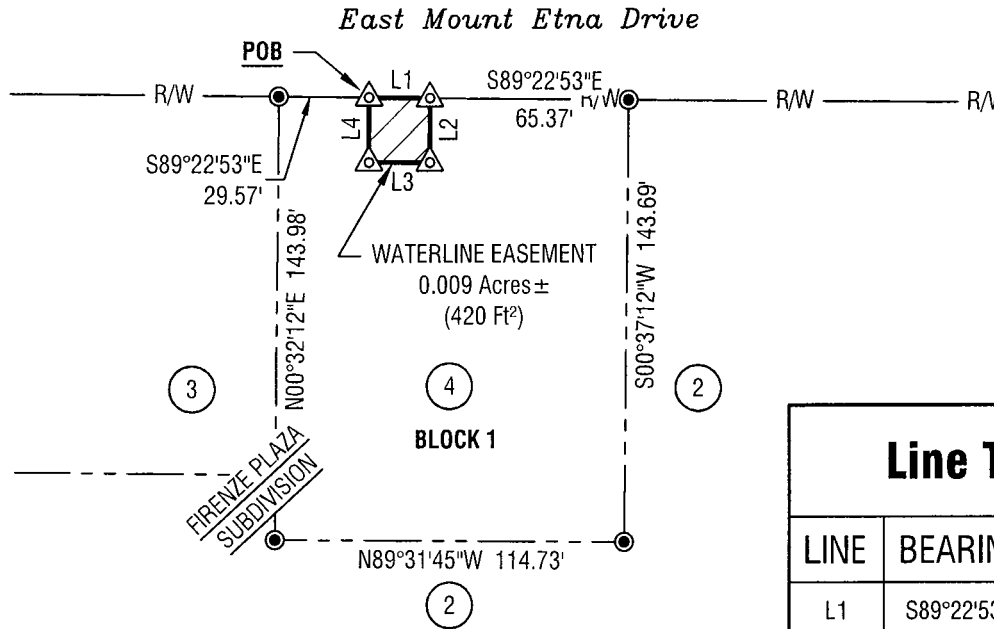
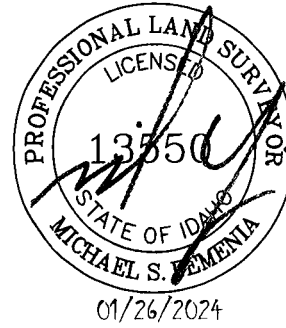
Exhibit "B"

# Water Line Easement

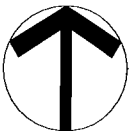
for

## City of Meridian

Situate in Lot 1, Block 4 of Firenze Plaza Subdivision  
 Located in a Portion of the SE 1/4 of the SE 1/4 of Section 29  
 Township 3 North, Range 1 East, Boise Meridian  
 City of Meridian, Ada County, Idaho  
 2024



Line Table		
LINE	BEARING	LENGTH
L1	S89°22'53"E	20.00'
L2	S00°16'38"W	20.93'
L3	N89°43'22"W	20.00'
L4	N00°16'38"E	21.05'



### Exhibit "B"

Horizontal Scale: 1" = 60'



Project No.: 122072  
 Date of Issuance: January 26, 2024



**Water Line Easement**  
**City of Meridian - Browman Development Co.**  
**Firenze Plaza Shops - A**