

Project Name or Subdivision Name:

C-NEW-2026-0002 Mystic Realm Escape Building

Water Main Easement Number: _____

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

Record Number: ESMT-2026-0162

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____, 20____ between
Dennis Montierth ("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:

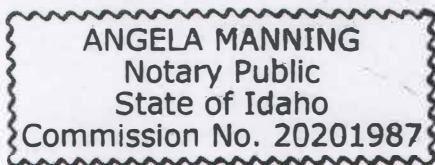
Dennis Montierth

Demi W

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on July 10, 2006 (date) by Dennis Montierth (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: 06/02/2032

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

; ss.

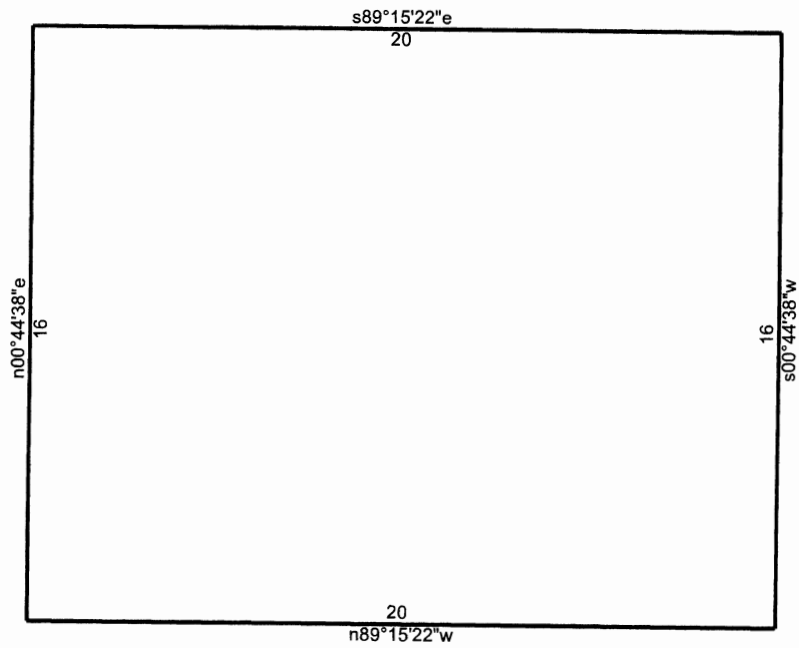
County of Ada)

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: _____



Water easement

6/25/2026

Scale: 1 inch= 5 feet

File:

Tract 1: 0.0073 Acres (320 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=72 ft.

01 n00.4438e 16
02 s89.1522e 20
03 s00.4438w 16
04 n89.1522w 20

PORTSIDE LAND
SURVEYING, LLC

EXHIBIT A

WATER LINE EASEMENT

An easement across a portion of Lot 2, Block 1, Hill Century Farm North Subdivision No. 1, Book 121 of Plats, Page 18902, records of Ada County, said subdivision being located in a portion of the North Half of the Northwest Quarter of Section 33, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, said easement being more particularly described as follows:

Commencing at a the Northwest corner of said Section 33, from which the North quarter corner of said Section 33 bears South 89°15'22" East a distance of 2660.62 feet; thence along the North line of said Section 33, South 89°15'22" East a distance of 1172.60 feet; thence South 00°44'38" West a distance of 39.00 feet to the Northwest corner of said Lot 2; thence along the West line of said Lot 2, South 00°44'38" West a distance of 138.59 feet to a point of intersection with said West line and the North line of a City of Meridian sewer and water easement; thence along said North line, South 89°15'22" East a distance of 92.00 feet, the True Point of Beginning;

Thence leaving said North line, North 00°44'38" East a distance of 16.00 feet;

Thence South 89°15'22" East a distance of 20.00 feet;

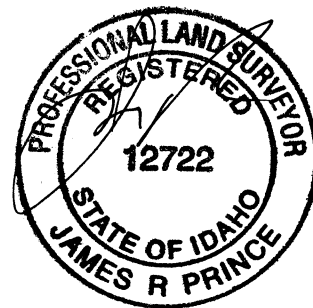
Thence South 00°44'38" West a distance of 16.00 feet to a point on said North line;

Thence along said North line, North 89°15'22" West a distance of 20.00 feet to the True Point of Beginning.

Said easement containing 320 Sq. Ft., more or less.

End Description
Project No. 25-122

Prepared: July 9, 2026



7-9-2026

EXHIBIT B

NEW WATER EASEMENT

AN EASEMENT ACROSS LOT 2, BLOCK 1 OF HILL'S CENTURY FARM NORTH SUBDIVISION No. 1. LOCATED IN A PORTION OF THE NORTH HALF OF THE NORTHWEST 1/4, SECTION 33, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO 2026

SECTION CORNER S 89°15'22" E 2660.62'

29 28 S 89°15'22" E 1172.60' 32 33 S 89°15'22" E 1488.02' NORTH 1/4 CORNER 28 33 E. AMITY ROAD (PUBLIC)

SCALE: 1"=40'
8 1/2 X 11 SHEET ONLY

LEGEND

- EASEMENT LINE
- PARCEL LINE
- - - SECTION LINE
- ⊙ BRASS PLUG MONUMENT
- 5/8" REBAR
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

LOT 3, BLOCK 1

S 00°44'38" W 154.58'
138.59'

4815 S TAVISTOCK AVE
LOT 2, BLOCK 1
HILL'S CENTURY FARM NORTH SUBDIVISION No. 1

S 00°44'38" W 154.58'

LOT 1, BLOCK 1

S 89°15'22" E 20.00'

N 00°44'38" E 16.00'

P.O.B.

S 89°15'22" E 92.00'

N 00°44'38" E 16.00'

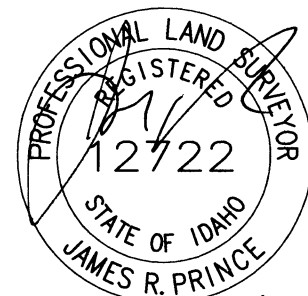
N 89°15'22" W 20.00'

N 89°15'22" W 140.00'

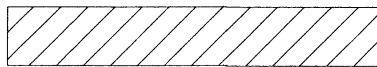
PRIVATE DRIVE

S 00°44'38" W 16.00'

EXISTING SANITARY & WATER MAIN EASEMENT



7-9-2026



= NEW EASEMENT AREA

PORTSIDE LAND SURVEYING

3626 W. HILL ROAD, BOISE, ID 83703

PHONE: (208) 484-6666