| Project Name or Subdiv | rision Name: |
|--|---|
| Life Church | |
| Water Main Easement I Identify this Easement by sequentia easement of this type. See instruction | Number: 1 al number if the project contains more than one ons/checklist for additional information. |
| For Internal Use Only Record Number: | ESMT-2025-0050 |

WATER MAIN EASEMENT

| THIS Easement Agreement made this 20th | day of | May | 2025 | between | |
|--|--------|----------|--------------------|--------------|----------------|
| Life Church Inc. | ("C | rantor") | and the City of Me | ridian, an I | daho Municipal |
| Corporation ("Grantee"): | =5, | | | | |

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:

STATE OF IDAHO) ss

County of Ada

This record was acknowledged before me on 05-05-2025 (date) by Mark Boer (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 Life Church Inc (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)

Notary Stamp Below

JAMES ALLEN
COMMISSION # 20181498
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/18/2030

Notary Signature

My Commission Expires:

| GRANTEE: CITY OF MERIDIAN | |
|--|---|
| Robert E. Simison, Mayor 5-20-2025 | |
| Attest by Chris Johnson, City Clerk 5-20-2025 | |
| STATE OF IDAHO,) : ss. | E1 |
| County of Ada) This record was acknowledged before me and Chris Johnson on behalf of the City Clerk, respectively. | on 5-20-2025 (date) by Robert E. Simison of Meridian, in their capacities as Mayor and City |
| Notary Stamp Below | |
| | Notary Signature My Commission Expires: 3-28-2028 |



May 5, 2025 Project No. 124087

EXHIBIT "A"

LIFE CHURCH INC.

CITY OF MERIDIAN WATER EASEMENT DESCRIPTION

An easement located in Parcel 1, of Record of Survey No. 14707, Instrument No. 2025-002160, Records of Ada County Idaho. Located in the Southwest Quarter of Section 9, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Section 9 of said Township 3 North, Range 1 East, (from which point the West Quarter Corner of said Section 9 bears North 01°02′05″ East, 2650.26 feet distant); Thence from said Southwest Corner of Section 9, North 01°02′05″ East, a distance of 1778.21 feet on the westerly line of said Section 9;

Thence South 88°53'48" East, a distance of 720.65 feet on the centerline of East Commercial Court; Thence South 01°05'57" West, a distance of 25.00 feet to the Northeast corner of Parcel 1 of said Record of Survey No. 14707, said point also being on the south right of way line of East Commercial Court:

Thence North 88°53'48" West, a distance of 315.05 feet on the north boundary line of said Parcel 1 and on said south right of way line to the POINT OF BEGINNING;

Thence South 00° 28' 09" West, a distance of 112.40 feet;

Thence South 89° 04' 51" East, a distance of 145.76 feet;

Thence South 66° 34' 51" East, a distance of 143.88 feet;

Thence South 01° 00' 18" West, a distance of 234.82 feet;

Thence North 88° 59' 42" West, a distance of 28.02 feet;

Thence North 01° 08' 19" East, a distance of 4.61 feet;

Thence North 88° 51' 41" West, a distance of 50.98 feet;

Thence North 01° 08' 19" East, a distance of 23.00 feet;

Thence South 88° 51' 41" East, a distance of 58.94 feet;

Thence North 01° 00' 18" East, a distance of 193.85 feet;

Thence North 66° 34' 51" West, a distance of 126.51 feet;

Thence North 89° 04' 51" West, a distance of 165.92 feet;

Thence North 21° 34' 51" West, a distance of 29.82 feet;

Thence North 68° 25' 09" East, a distance of 16.72 feet;

Thence North 00° 28' 09" East, a distance of 98.52 feet to a point on said north boundary line and on said right of way line;

Thence South 88° 53' 48" East, a distance of 20.00 feet on said north

boundary line and on said right of way line to the POINT OF BEGINNING.

The above described easement contains 0.33 acres (14,504 Sq. Ft.) more or less. PREPARED BY:

The Land Group, Inc.

James R. Washburn

— Water Easement ⊇ Life Church Inc. — City of Meridian



