

Project Name or Subdivision Name:

Costco Wholesale Warehouse

Sanitary Sewer & 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

Record Number: ESMT-2026-0015

### **SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement made this 10<sup>th</sup> day of Febraury 2026 between Costco Wholesale Corporation, a Washington corporation ("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 in Exhibit A and B (the "Easement Area"); 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 (the "Easement") over and across the Easement Area.

The Easement hereby granted is for the purpose of construction and operation of sanitary sewer and water mains and their allied facilities, together with their maintenance, repair and replacement at the cost and expense of the Grantee, with the free right of access to such facilities located within the Easement Area as reasonably necessary for Grantee's maintenance and repair of such facilities at any and all reasonable times, provided, however, that, prior to such entry upon Grantor's Property, Grantee shall provide written notice to Grantor of such repair, or replacement activities (except in emergencies). Grantee shall perform such maintenance, repair, or replacement activities so as not to unreasonably interfere with Grantor's use and operation of the Grantor Property.

TO HAVE AND TO HOLD, the Easement unto the said Grantee, its successors and assigns forever, subject to the conditions set forth herein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance or replacement activities upon the Easement, Grantee shall restore the Grantor Property to the condition existing prior to

Grantee's entry upon Grantor's Property. However, Grantee shall not be responsible for repairing, replacing, or restoring anything placed within the Easement Area that was placed there in violation of the terms 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 only that would materially interfere with Grantee's use of the Easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs. The foregoing restrictions shall not prohibit Grantor's legal use of the Easement Area that does not conflict with the Grantee's enjoyment of the Easement, including, but not limited to, parking and landscaping over the Easement Area.

THE GRANTOR covenants and agrees with the Grantee that should any part of the Easement Area become part of, or lie within the boundaries of any public street, then, to such extent, such 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 as of the date of this Agreement, Grantor is lawfully seized and possessed of the Easement Area, and that Grantor has a good and lawful right to convey said easement to Grantee, and that Grantor shall use commercially reasonable efforts to defend the title and quiet possession thereof against lawful claims related thereto.

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.

[Signatures on next page]

GRANTOR:

Costco Wholesale Corporation,  
a Washington corporation

By: *Gay*  
Its: ASSISTANT SECRETARY

STATE OF WASHINGTON

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that GARY SWEENINGEN is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument on behalf of the Costco Wholesale Corporation and acknowledged it as the ASSISTANT SECRETARY of Costco Wholesale Corporation, a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 16TH day of JANUARY, 2026.



*Stephanie Renae Gardner*  
(Signature of Notary)

Stephanie Renae Gardner  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing  
at Redton

My appointment expires 5-6-29

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor      2-10-2026

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk      2-10-2026

STATE OF IDAHO    )  
                              : ss.  
County of Ada        )

This record was acknowledged before me on 2-10-2026 (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 28, 2026  
Project No.: 24-153  
Costco Wholesale  
City of Meridian Sewer and Water Easement  
Legal Description

**Exhibit A**

Parcels of land for a City of Meridian sewer and water easement being a portion of the Northwest 1/4 of Section 6, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the West 1/4 corner of said Section 6, which bears S00°51'06"W a distance of 2,641.96 feet from an aluminum cap marking the Northwest corner of said Section 6, thence following the westerly line of said Northwest 1/4 of Section 6, N00°51'06"E a distance of 1,629.77 feet;

Thence leaving said westerly line, S89°08'54"E a distance of 432.47 feet to **POINT OF BEGINNING 1.**

Thence N45°17'48"E a distance of 43.51 feet;  
Thence N44°42'12"W a distance of 13.59 feet;  
Thence N45°17'48"E a distance of 20.00 feet;  
Thence S44°42'12"E a distance of 13.59 feet;  
Thence N45°17'48"E a distance of 19.97 feet;  
Thence S89°42'12"E a distance of 184.39 feet;  
Thence N00°17'48"E a distance of 268.09 feet;  
Thence S89°42'12"E a distance of 20.00 feet;  
Thence S00°17'48"W a distance of 268.09 feet;  
Thence S89°42'12"E a distance of 73.00 feet;  
Thence N00°17'48"E a distance of 13.45 feet;  
Thence S89°42'12"E a distance of 20.00 feet;  
Thence S00°17'48"W a distance of 13.45 feet;  
Thence S89°42'12"E a distance of 66.26 feet;  
Thence N45°17'48"E a distance of 21.21 feet;  
Thence S89°42'12"E a distance of 296.63 feet;  
Thence N00°17'48"E a distance of 11.61 feet;  
Thence S89°42'12"E a distance of 20.00 feet;  
Thence S00°17'48"W a distance of 19.60 feet;  
Thence N89°42'12"W a distance of 9.89 feet;  
Thence S00°17'48"W a distance of 27.00 feet to a point hereinafter referred to as POINT "A";  
Thence N89°42'12"W a distance of 677.10 feet;  
Thence S45°17'48"W a distance of 66.92 feet;  
Thence S00°17'48"W a distance of 114.47 feet;  
Thence S89°42'12"E a distance of 11.00 feet;  
Thence S00°17'48"W a distance of 207.29 feet to a point hereinafter referred to as POINT "B";  
Thence N89°42'12"W a distance of 31.00 feet;  
Thence N00°17'48"E a distance of 99.84 feet;  
Thence N89°42'12"W a distance of 6.94 feet;  
Thence N00°17'48"E a distance of 20.00 feet;

Thence S89°42'12"E a distance of 6.94 feet;  
Thence N00°17'48"E a distance of 210.21 feet to **POINT OF BEGINNING 1.**

Said parcel contains 0.803 acres (34,989 square feet), more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as Point "A", thence S70°51'03"E a distance of 24.75 feet to **POINT OF BEGINNING 2.**

Thence S89°42'12"E a distance of 31.58 feet;  
Thence S00°17'45"W a distance of 14.98 feet;  
Thence N89°42'12"W a distance of 31.58 feet;  
Thence N00°17'45"E a distance of 14.98 feet to **POINT OF BEGINNING 2.**

Said parcel contains 473 square feet, more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as Point "B", thence S00°17'48"W a distance of 55.50 feet;  
Thence S89°42'12"E a distance of 502.10 feet to **POINT OF BEGINNING 3.**

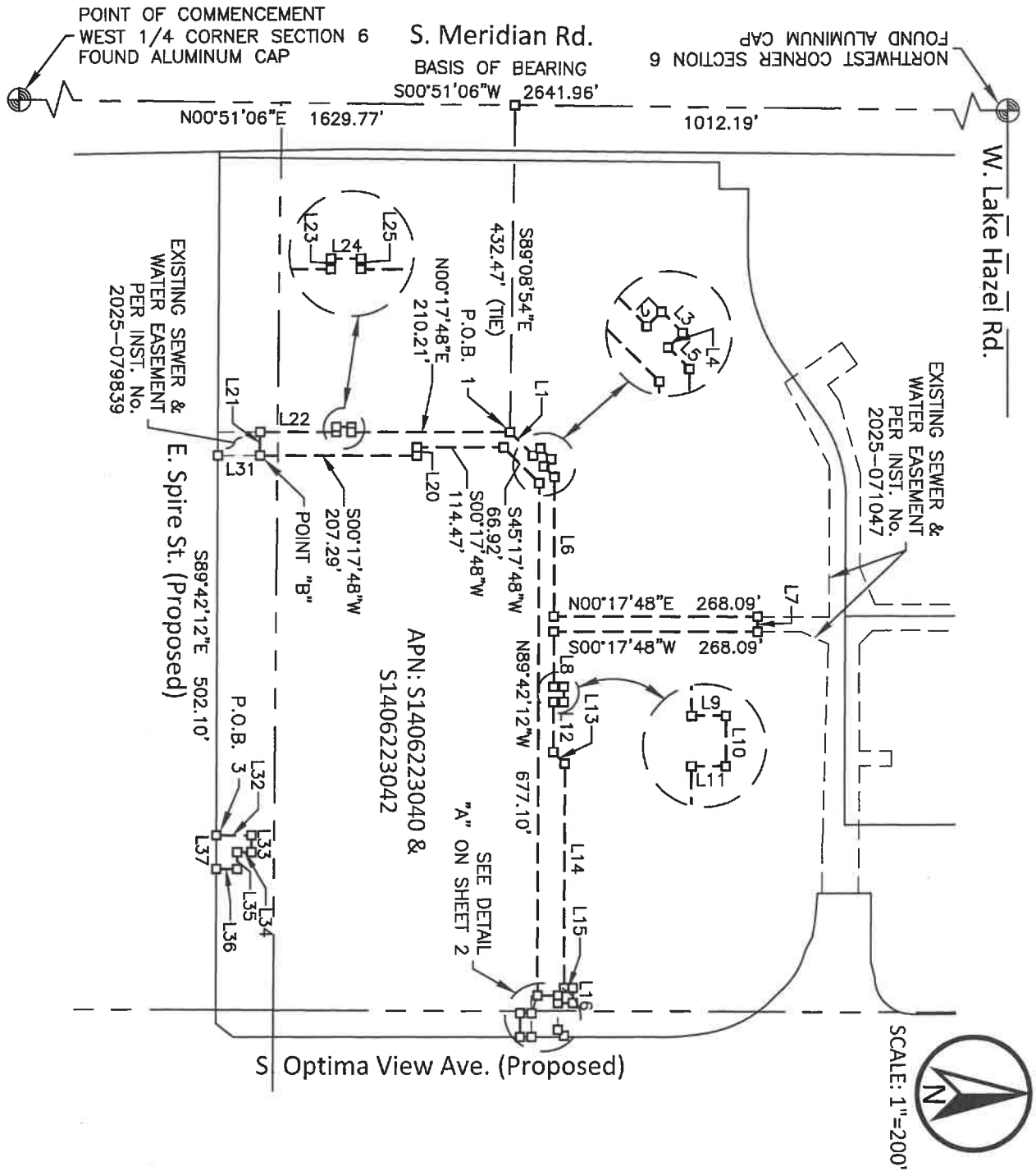
Thence N00°17'48"E a distance of 46.36 feet;  
Thence S89°42'12"E a distance of 22.25 feet;  
Thence S00°17'48"W a distance of 18.68 feet;  
Thence S89°42'12"E a distance of 22.36 feet;  
Thence S00°17'48"W a distance of 27.68 feet;  
Thence N89°42'12"W a distance of 44.61 feet to **POINT OF BEGINNING 3.**

Said parcel contains 1,650 square feet, more or less.

Said description contains a total of 0.852 acres (37,112 square feet), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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



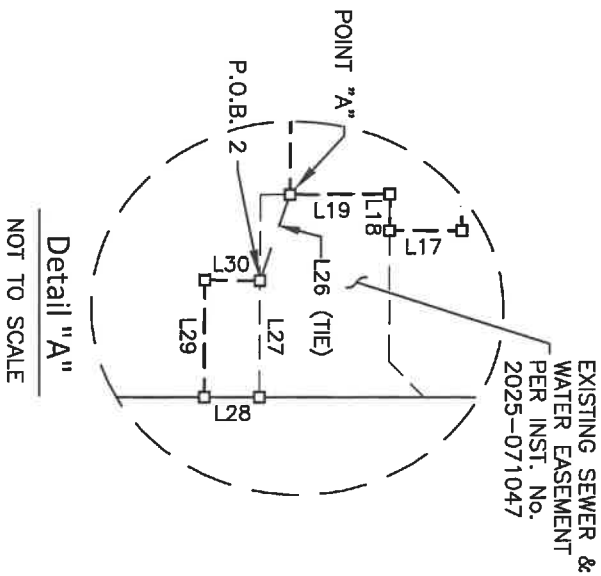


## Exhibit B City of Meridian Sewer and Water Easement

Costco Wholesale  
NW 1/4 of Sec. 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho

DATE: January 2026  
PROJECT: 24-153  
SHEET: 1 OF 2

**km** ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-5939  
kmengllp.com



| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | N45°17'48"E | 43.51'   |
| L2         | N44°42'12"W | 13.59'   |
| L3         | N45°17'48"E | 20.00'   |
| L4         | S44°42'12"E | 13.59'   |
| L5         | N45°17'48"E | 19.97'   |
| L6         | S89°42'12"E | 184.39'  |
| L7         | S89°42'12"E | 20.00'   |
| L8         | S89°42'12"E | 73.00'   |
| L9         | N00°17'48"E | 13.45'   |
| L10        | S89°42'12"E | 20.00'   |
| L11        | S00°17'48"W | 13.45'   |
| L12        | S89°42'12"E | 66.26'   |
| L13        | N45°17'48"E | 21.21'   |
| L14        | S89°42'12"E | 296.63'  |
| L15        | N00°17'48"E | 11.61'   |
| L16        | S89°42'12"E | 20.00'   |
| L17        | S00°17'48"W | 19.60'   |
| L18        | N89°42'12"W | 9.89'    |
| L19        | S00°17'48"W | 27.00'   |

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L20        | S89°42'12"E | 11.00'   |
| L21        | N89°42'12"W | 31.00'   |
| L22        | N00°17'48"E | 99.84'   |
| L23        | N89°42'12"W | 6.94'    |
| L24        | N00°17'48"E | 20.00'   |
| L25        | S89°42'12"E | 6.94'    |
| L26        | S70°51'03"E | 24.75'   |
| L27        | S89°42'12"E | 31.58'   |
| L28        | S00°17'45"W | 14.98'   |
| L29        | N89°42'12"W | 31.58'   |
| L30        | N00°17'45"E | 14.98'   |
| L31        | S00°17'48"W | 55.50'   |
| L32        | N00°17'48"E | 46.36'   |
| L33        | S89°42'12"E | 22.25'   |
| L34        | S00°17'48"W | 18.68'   |
| L35        | S89°42'12"E | 22.36'   |
| L36        | S00°17'48"W | 27.68'   |
| L37        | N89°42'12"W | 44.61'   |

Exhibit B  
City of Meridian Sewer and Water Easement

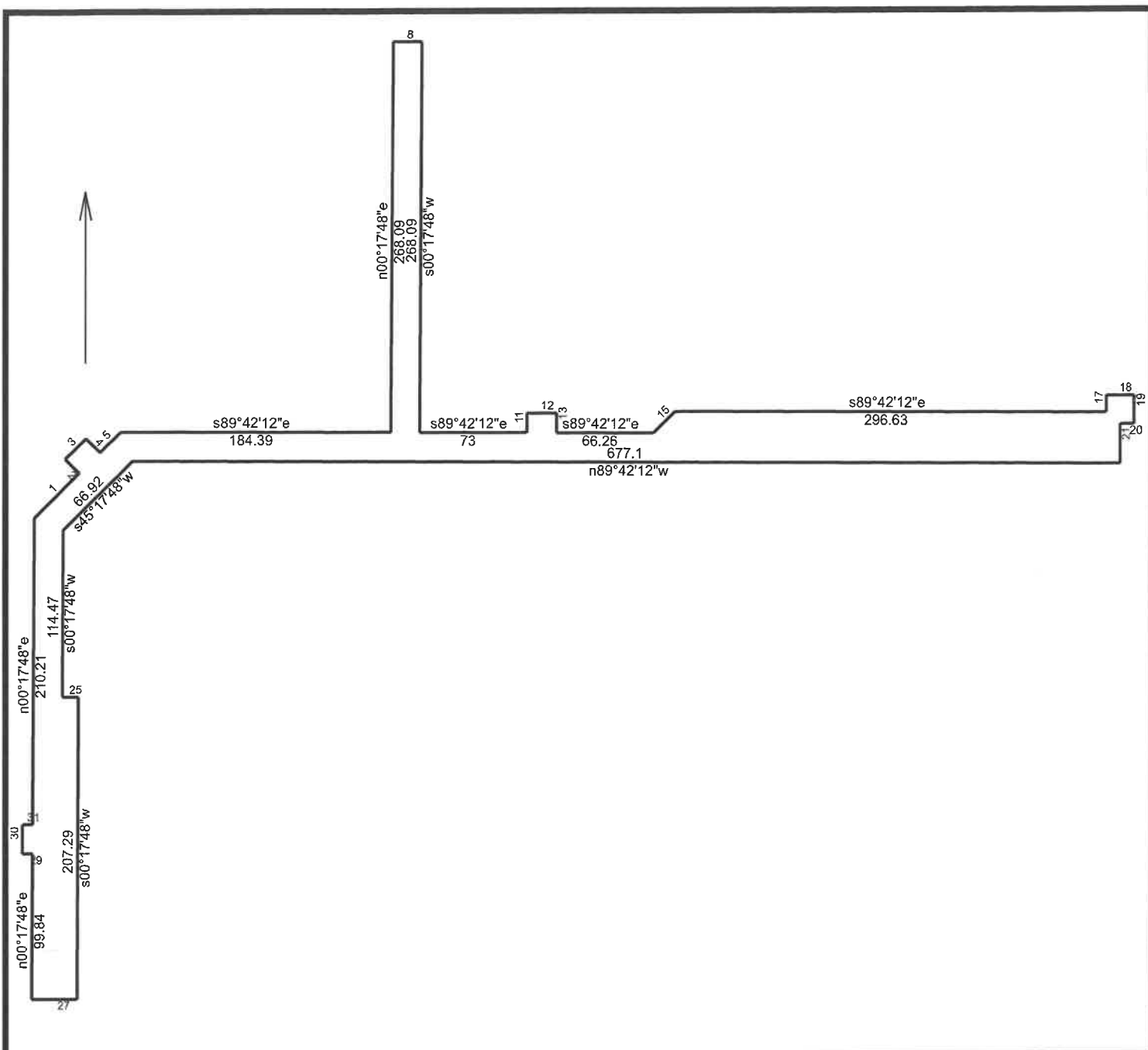
Costco Wholesale  
NW 1/4 of Sec. 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho

DATE: January 2026  
PROJECT: 24-153

SHEET: 2 OF 2

**km** ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmengllp.com





## City of Meridian Sewer and Water Easement POB 1

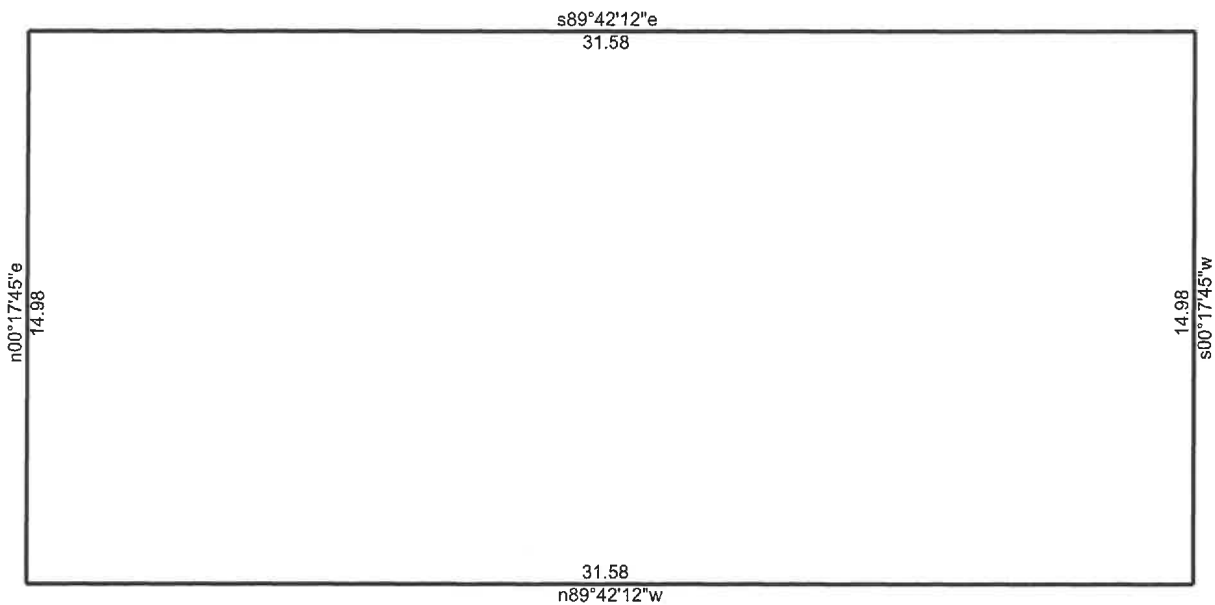
1/28/2026

Scale: 1 inch= 98 feet

File:

Tract 1: 0.8032 Acres (34989 Sq. Feet), Closure: s18.5050e 0.01 ft. (1/368388), Perimeter=2895 ft.

|                     |                     |
|---------------------|---------------------|
| 01 n45.1748e 43.51  | 20 n89.4212w 9.89   |
| 02 n44.4212w 13.59  | 21 s00.1748w 27     |
| 03 n45.1748e 20     | 22 n89.4212w 677.1  |
| 04 s44.4212e 13.59  | 23 s45.1748w 66.92  |
| 05 n45.1748e 19.97  | 24 s00.1748w 114.47 |
| 06 s89.4212e 184.39 | 25 s89.4212e 11     |
| 07 n00.1748e 268.09 | 26 s00.1748w 207.29 |
| 08 s89.4212e 20     | 27 n89.4212w 31     |
| 09 s00.1748w 268.09 | 28 n00.1748e 99.84  |
| 10 s89.4212e 73     | 29 n89.4212w 6.94   |
| 11 n00.1748e 13.45  | 30 n00.1748e 20     |
| 12 s89.4212e 20     | 31 s89.4212e 6.94   |
| 13 s00.1748w 13.45  | 32 n00.1748e 210.21 |
| 14 s89.4212e 66.26  |                     |
| 15 n45.1748e 21.21  |                     |
| 16 s89.4212e 296.63 |                     |
| 17 n00.1748e 11.61  |                     |
| 18 s89.4212e 20     |                     |
| 19 s00.1748w 19.6   |                     |



City of Meridian Sewer and Water Easement POB 2

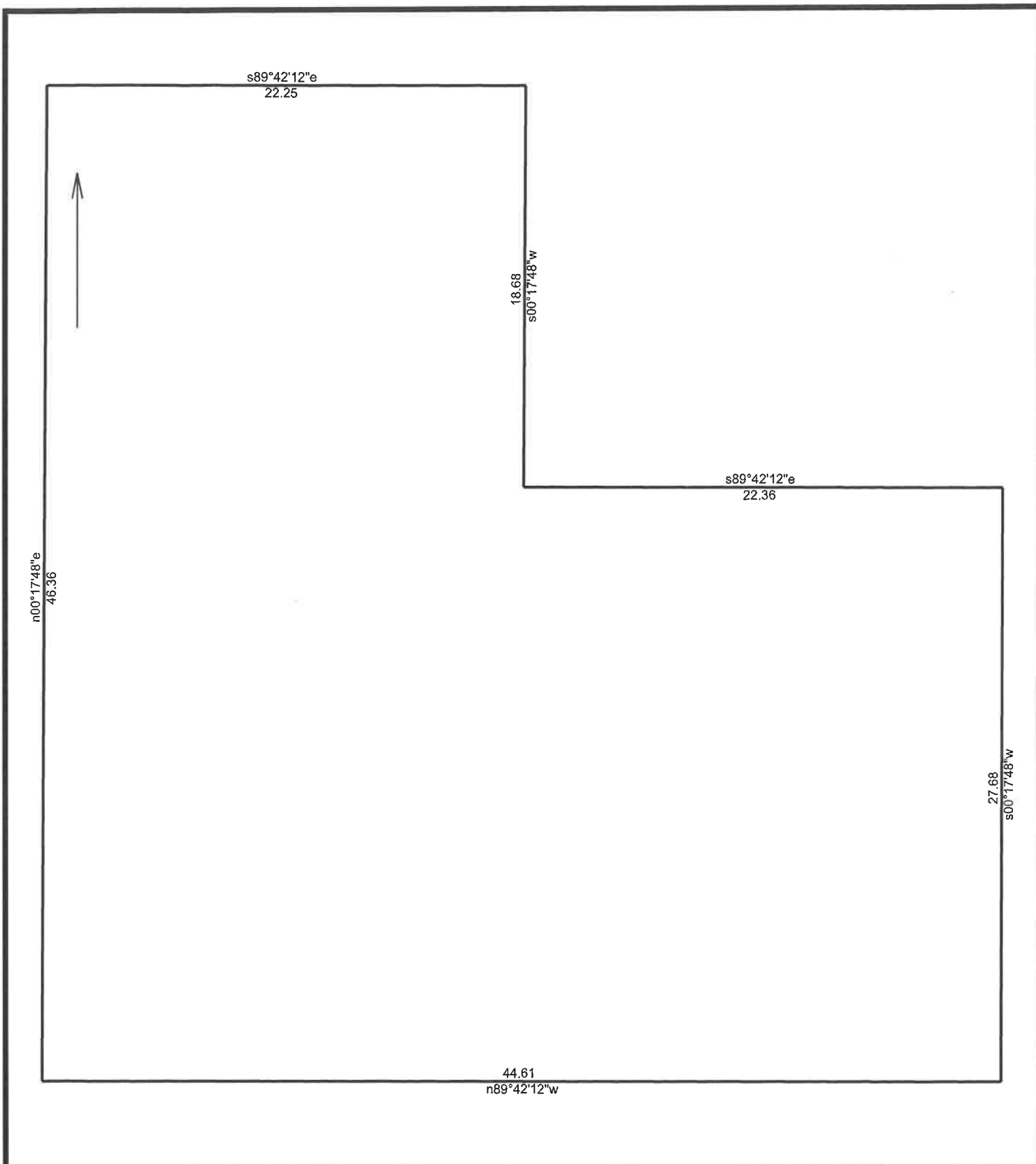
1/28/2026

Scale: 1 inch= 5 feet

File:

Tract 1: 0.0109 Acres (473 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=93 ft.

01 s89.4212e 31.58  
02 s00.1745w 14.98  
03 n89.4212w 31.58  
04 n00.1745e 14.98



|                                                 |           |
|-------------------------------------------------|-----------|
| City of Meridian Sewer and Water Easement POB 3 | 1/28/2026 |
|-------------------------------------------------|-----------|

|                       |       |
|-----------------------|-------|
| Scale: 1 inch= 6 feet | File: |
|-----------------------|-------|

Tract 1: 0.0379 Acres (1650 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=182 ft.

01 n00.1748e 46.36  
02 s89.4212e 22.25  
03 s00.1748w 18.68  
04 s89.4212e 22.36  
05 s00.1748w 27.68  
06 n89.4212w 44.61