

Project Name or Subdivision Name:
Meridian Commerce Park - Building L

Water Main Easement Number: 2
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-2026-0071
Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between
Meridian BC 1 LP ("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:

Meridian BC 1 LP,
a Delaware limited partnership

By: ATSAW GP, LLC,
a Washington limited liability company
Its: General Partner

By: AT GP/M LLC
a Washington limited liability company
Its: Manager

By: Timothy M. Wolf
Its: Manager

STATE OF IDAHO)
) ss
County of BLAINE)

This record was acknowledged before me on March 20, 2026 (date) by Timothy M Wolf, manager of AT GP/M LLC, the manager of ATSAW GP, LLC, the general partner of MERIDIAN BC 1, LP the entity on behalf of whom the record was executed.
Notary Stamp Below



Scott Desserault
Notary Signature
My Commission Expires: 10/27/2026

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:_____



March 2, 2026
Project No.: 124124

EXHIBIT "A"

**BLACK CAT INDUSTRIAL
MERIDIAN COMMERCE PARK – BUILDING L
MERIDIAN BC I LP - UTILITY EASEMENT DESCRIPTION**

Utility Easement No. 1

An easement located in Parcel "E" as shown on Record of Survey No. 14781, recorded under Instrument No. 2025-013681 of Ada County Records, located in the East Half of Section 16, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the East One Quarter Corner of Section 16 of said Township 3 North, Range 1 West, (from which point the Southeast Corner of said Section 16 bears South 00° 43' 07" West, 2656.35 feet distant);

Thence from said East One Quarter Corner, South 00° 43' 07" West, a distance of 23.53 feet on the East line of said Section 16;

Thence North 89° 16' 53" West, a distance of 381.34 feet to the northeast corner of said Parcel "E";

Thence South 00° 29' 04" West, a distance of 99.52 feet on the east boundary line of said Parcel "E" to the POINT OF BEGINNING-1;

Thence South 00° 29' 04" West, a distance of 28.28 feet on said east boundary line;

Thence North 44° 30' 56" West, a distance of 31.36 feet;

Thence South 89° 30' 56" East, a distance of 11.14 feet;

Thence North 00° 29' 04" East, a distance of 17.14 feet;

Thence South 44° 30' 56" East, a distance of 15.61 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Utility Easement No. 2

An easement located in Parcel "E" as shown on Record of Survey No. 14781, recorded under Instrument No. 2025-013681 of Ada County Records, located in the East Half of Section 16, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the East One Quarter Corner of Section 16 of said Township 3 North, Range 1 West, (from which point the Southeast Corner of said Section 16 bears South 00° 43' 07" West, 2656.35 feet distant);

Thence from said East One Quarter Corner, South 00° 43' 07" West, a distance of 23.53 feet on the East line of said Section 16;

Thence North 89° 16' 53" West, a distance of 381.34 feet to the northeast corner of said Parcel "E";

Thence South 00° 29' 04" West, a distance of 609.08 feet on the east boundary line of said Parcel "E";

Thence South $10^{\circ} 01' 32''$ West, a distance of 87.31 feet on said east boundary line to the POINT OF BEGINNING-2;

Thence South $10^{\circ} 01' 32''$ West, a distance of 20.28 feet on said east boundary line;

Thence North $89^{\circ} 30' 56''$ West, a distance of 23.93 feet;

Thence North $00^{\circ} 29' 04''$ East, a distance of 20.00 feet;

Thence South $89^{\circ} 30' 56''$ East, a distance of 27.29 feet to the POINT OF BEGINNING.

PREPARED BY:

The Land Group, Inc.

James R. Washburn, PLS



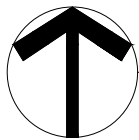
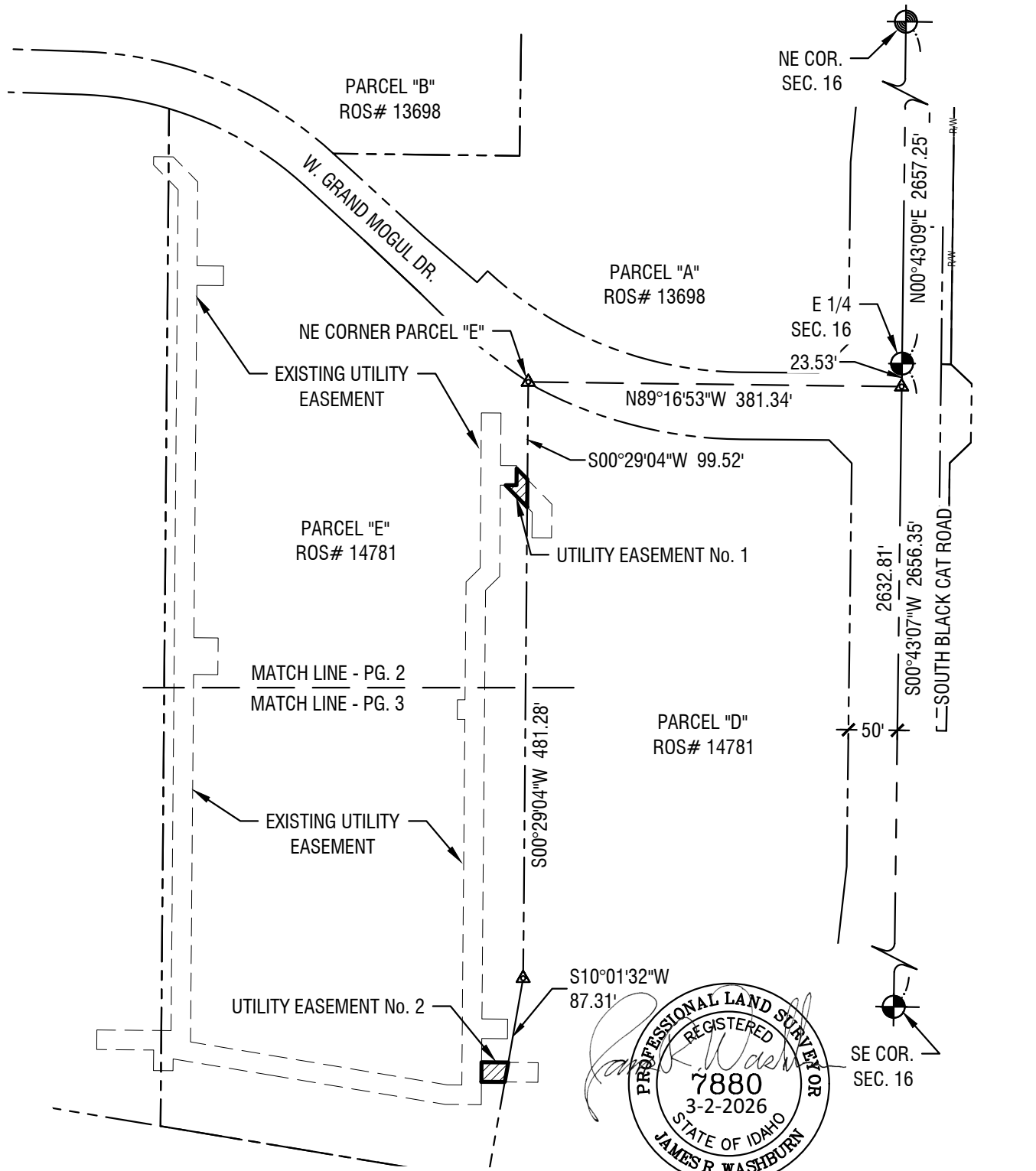


Exhibit "B"

Horizontal Scale: 1" = 150'



Project No.: 124124
Date: March 2, 2026



Utility Easement - Meridian BC I LP Meridian Commerce Park - Building L City of Meridian

1 of 3

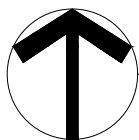
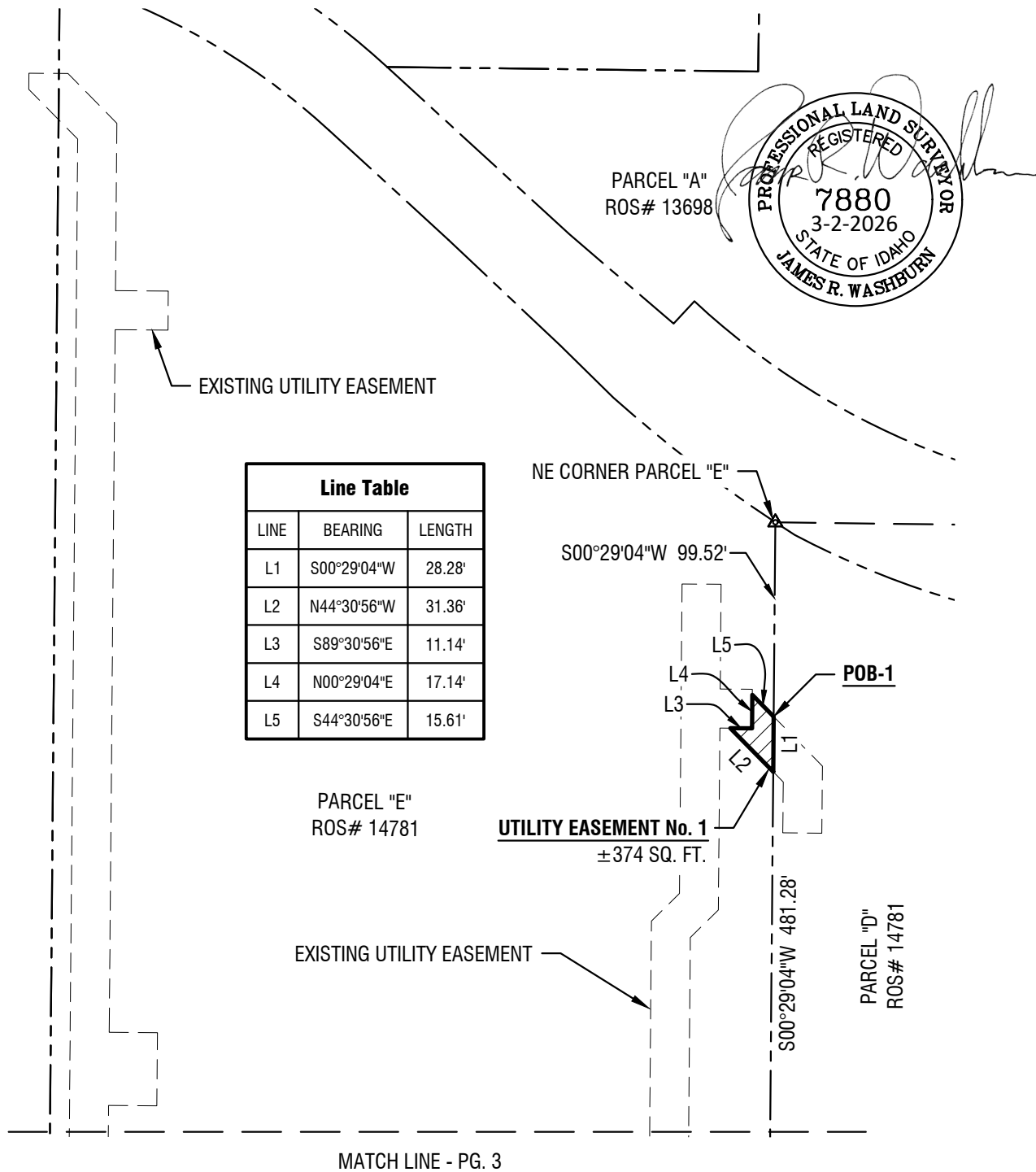
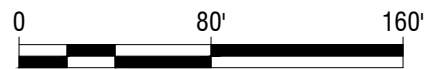


Exhibit "B"

Horizontal Scale: 1" = 80'



Project No.: 124124
 Date: March 2, 2026



Utility Easement - Meridian BC I LP
Meridian Commerce Park - Building L
City of Meridian

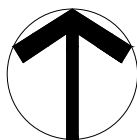
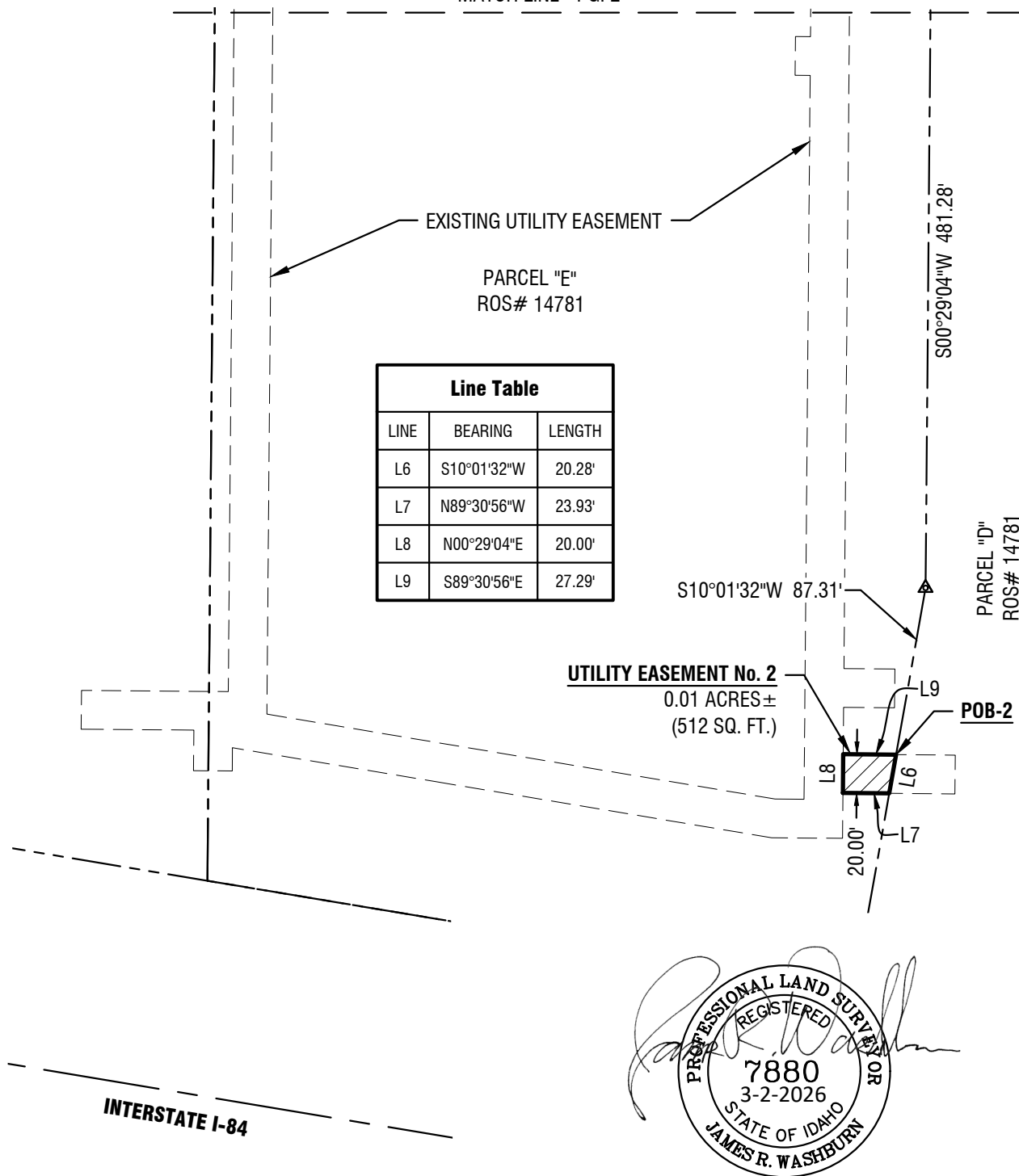
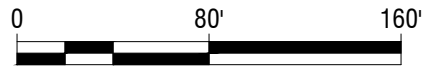


Exhibit "B"

Horizontal Scale: 1" = 80'



Project No.: 124124
Date: March 2, 2026



Utility Easement - Meridian BC I LP
Meridian Commerce Park - Building L
City of Meridian

3 of 3