

Project Name or Subdivision Name:

Pickleball Court Subdivision

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-2025--0173

WATER MAIN EASEMENT

THIS Easement Agreement made this 6th day of January 2026 between GARDNER HOMES IDAHO LLC ("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.

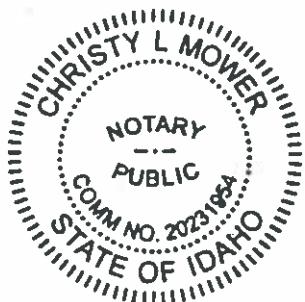
GRANTOR: GARDNER HOMES IDAHO LLC

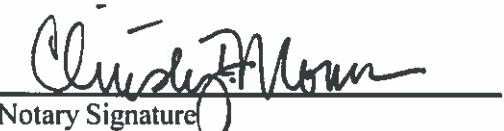


STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 12-22-25 (date) by Matthew Gardner
(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 Gardner Homes Idaho LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: Manager (type of authority such as officer or trustee)

Notary Stamp Below




Notary Signature
My Commission Expires: 4-19-2029



LEGAL DESCRIPTION

Page 1 OF 1

October 15, 2025
Project No.: 121130

EXHIBIT "A"

PICKLEBALL COURT SUBDIVISION CITY OF MERIDIAN WATER EASEMENT

An easement located in the Southeast One Quarter of the Southwest One Quarter of Section 27, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the South One Quarter Corner of said Section 27 of said Township 4 North, Range 1 West, (from which point the Southwest Section Corner of said Section 27 bears North 89°35'49" West, 2654.00 feet distant);

Thence from said South One Quarter Corner, North 89°35'49" West, a distance of 309.83 feet on the South boundary line of said Section 27;

Thence North 00°25'00" East, a distance of 596.75 feet to a point of curve;

Thence on said easterly right of way line of North Joy Street for the following courses and distances:

Thence 19.59 feet on the arc of a curve to the right, having a radius of 25.00 feet, a central angle of 44° 53' 26", and whose chord bears North 22° 51' 44" East, a distance of 19.09 feet to a point of reverse curve;

Thence 14.85 feet on the arc of a curve to the left, having a radius of 45.58 feet, a central angle of 18° 39' 39", and whose chord bears North 35° 58' 23" East, a distance of 14.78 feet to a point of curve, said point being the POINT OF BEGINNING;

Thence 20.69 feet on the arc of a curve to the left, having a radius of 45.58 feet, a central angle of 26° 00' 51", and whose chord bears North 13° 38' 16" East, a distance of 20.52 feet to the southwesterly corner of Summerwood Subdivision, as same is shown in Book 119 of plats at page 18408, records of Ada County;

Thence South 89° 15' 37" East, a distance of 107.95 feet on the south boundary line of said Summerwood Subdivision;

Thence South 27° 09' 38" East, a distance of 88.36 feet to a point of curve;

Thence 21.54 feet on the arc of a curve to the left, having a radius of 57.00 feet, a central angle of 21° 39' 10", and whose chord bears South 83° 46' 12" West, a distance of 21.41 feet;

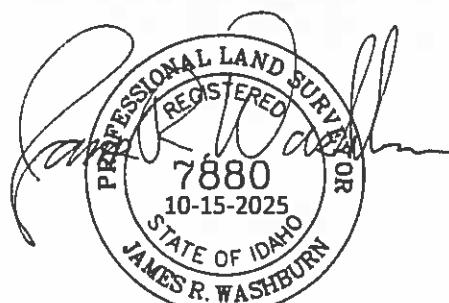
Thence North 27° 09' 38" West, a distance of 68.66 feet;

Thence North 89° 15' 37" West, a distance of 100.49 feet to the POINT OF BEGINNING.

The above described parcels contain 0.08 acres (3,624 square feet) more or less.

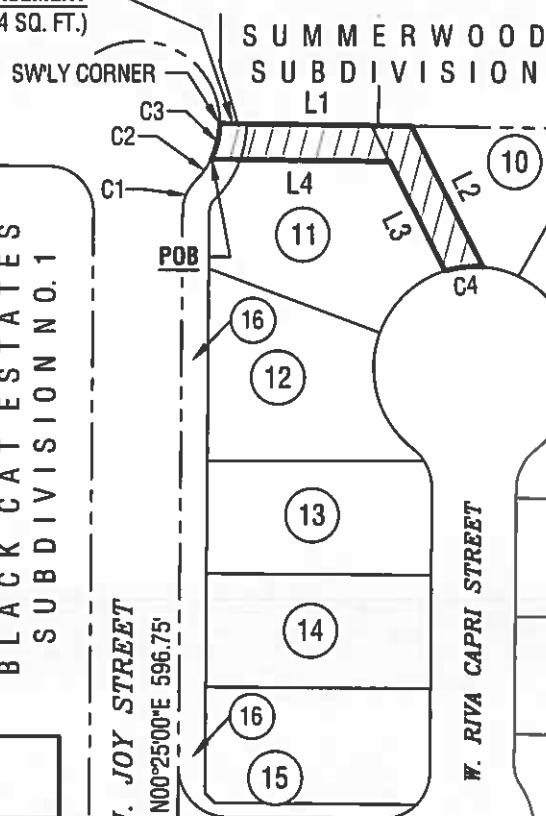
PREPARED BY:
The Land Group, Inc.

James R. Washburn



WATER EASEMENT

AREA: 0.08 ACRES \pm (3,624 SQ. FT.)



Line Table

Line Table		
LINE	BEARING	LENGTH
L1	S89°15'37"E	107.95'
L2	S27°09'38"E	88.36'
L3	N27°09'38"W	68.66'
L4	N89°15'37"W	100.49'

Curve Table

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	19.59'	25.00'	44°53'26"	N22°51'44"E	19.09'
C2	14.85'	45.58'	18°39'39"	N35°58'23"E	14.76'
C3	20.69'	45.58'	26°00'51"	N13°38'16"E	20.52'
C4	21.54'	57.00'	21°39'10"	S83°46'12"W	21.41'



Exhibit "B"

Horizontal Scale: 1" = 100'

SW CORNER
SECTION 27

2344.17' 309.8
N89°35'49" W 2654.00'
(BASIS OF BEARING)
W. McMILLAN ROAD

S 1/4 CORNER
SECTION 27

0 100' 200'

Project No.: 121130
Date of Issuance: October 15, 2025



Water Easement City of Meridian Pickleball Court Subdivision