

Project Name or Subdivision Name:

Mogul Industrial Park Phase 1

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-2026-0114

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between Meridian BC 2 LP and Meridian BC Holdings LP ("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; 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 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 sanitary sewer and 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.

T O HAVE AND T O 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.

[END OF TEXT, SIGNATURES TO FOLLOW]

GRANTOR: Meridian BC 2, LP



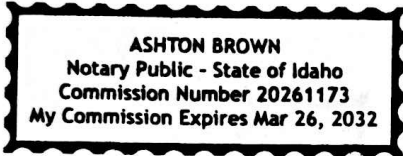
By: Timothy M. Wolff, Manager

STATE OF IDAHO)

County of Blaine) ss

This record was acknowledged before me on May 29, 2026 (date) by Timothy Wolff (name of individual), on behalf of Meridian BC 2 GP, LLC, the General Partner of Meridian BC 2 LP, in the following representative capacity: Manager

Notary Stamp Below



Notary Signature

My Commission Expires: March 26, 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: _____



April 3, 2026
Project No. 124186

"EXHIBIT A"

MERIDIAN COMMERCE PARK
W. GRAND MOGUL DR.
CITY OF MERIDIAN WATER EASEMENT

An easement located in Parcel "A" as shown on Record of Survey No. 13698, recorded under Instrument No. 2022-090395 of Ada County Records, being 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 North One-Sixteenth Corner common to Sections 15 & 16 of said Township 3 North, Range 1 West, (from which point the Center North One-Sixteenth Corner of said Section 16 bears North 89° 23' 16" West, 2635.98 feet distant);

Thence from said North One-Sixteenth Corner, North 89° 23' 16" West, a distance of 995.89 feet on the east-west mid-section line of the Northeast Quarter of said Section 16;

Thence South 00° 29' 04" West, a distance of 1015.59 feet on the East line of said Parcel "A";

Thence North 88° 10' 09" West, a distance of 106.33 feet on the existing Northerly Right-of-Way line of West Grand Mogul Drive, as same is shown on Record of Survey No. 14696, recorded under Instrument No. 2025-000195 of Ada County Records;

Thence leaving said Northerly Right-of-Way, North 88° 10' 09" West, a distance of 512.99 feet to the POINT OF BEGINNING;

Thence North 88° 10' 09" West, a distance of 20.01 feet;

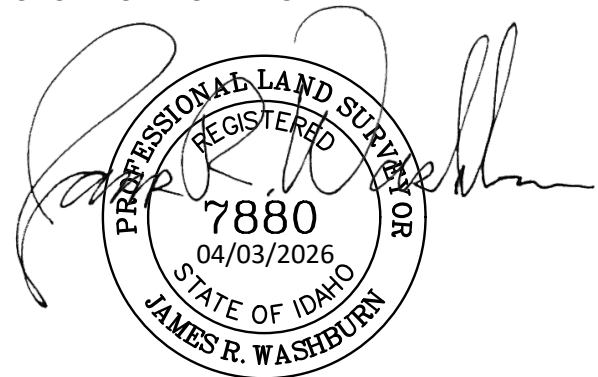
Thence North 00° 29' 04" East, a distance of 47.50 feet;

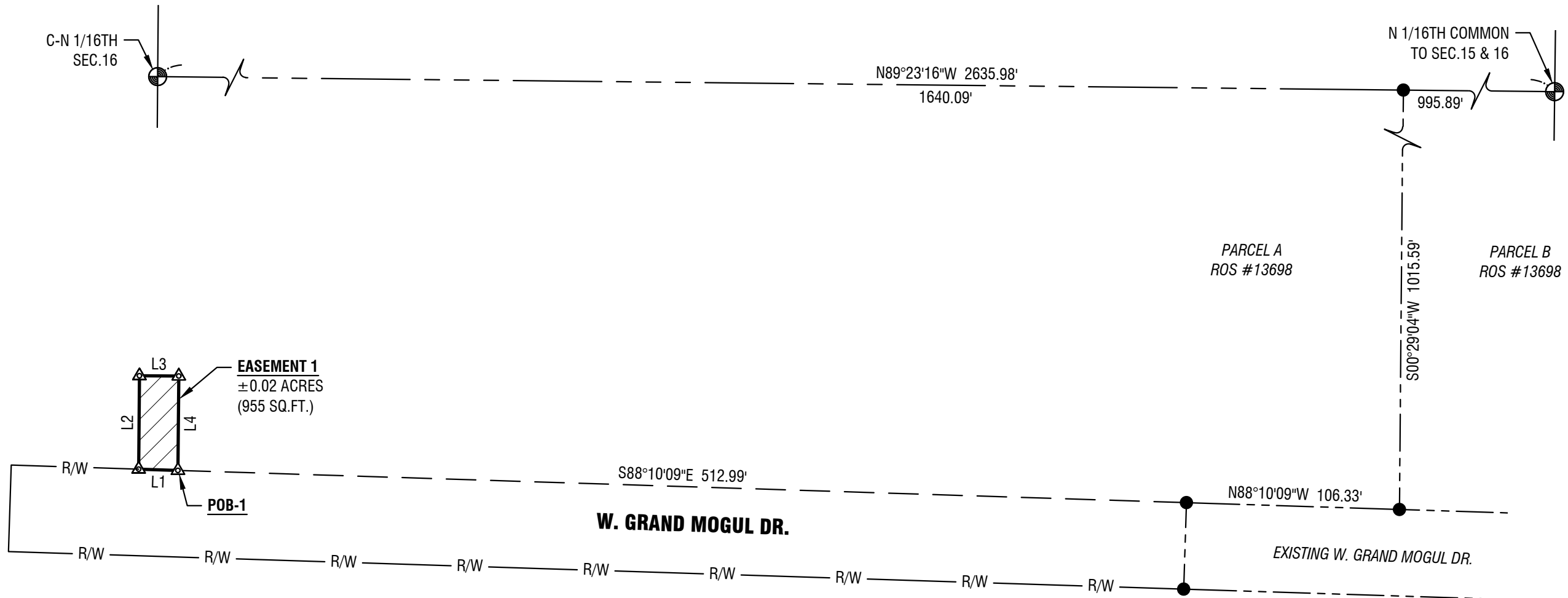
Thence South 89° 30' 56" East, a distance of 20.00 feet;

Thence South 00° 29' 04" West, a distance of 47.97 feet to the POINT OF BEGINNING.

PREPARED BY:
THE LAND GROUP, INC.

James R. Washburn



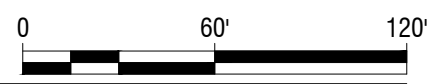


Line Table		
LINE	BEARING	LENGTH
L1	N88°10'09"W	20.01'
L2	N00°29'04"E	47.50'
L3	S89°30'56"E	20.00'
L4	S00°29'04"W	47.97'



**City of Meridian Water Easement
Mogul Industrial Park Subdivision Phs 1
W. Grand Mogul Dr.**

Revisions	MERIDIAN, ID
1.	
Project No.:	124186
Date of Issuance:	April 2, 2026



File Location: g:\2024\124186\cad\survey\washburn\mcp ph1 easements\124186 mcp ph1 com water 260402.dwg
Last Plotted By: mich anderson
Date Plotted: Thursday, April 2 2026 at 07:49 AM

Exhibit "B"
Horizontal Scale: 1" = 60'