

Project Name or Subdivision Name:

Habit Burger & Grill Meridian

Water Main Easement Number:

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-2026-0005

WATER MAIN EASEMENT

THIS Easement Agreement made this _____ day of _____ 20____ between
BVB Ten Mile Crossing Annex, 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:

BVB TEN MILE CROSSING ANNEX, LLC

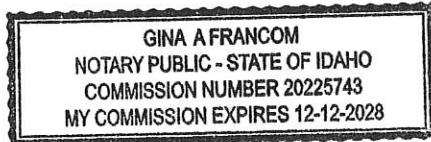
By: BV Executive Management, Inc., an
Idaho corporation, the Manager

By: 
Christian Taylor, Vice President
of Real Estate

STATE OF IDAHO)
)
) ss
County of Bonneville)

This record was acknowledged before me on 1/16/2024 (date) by Christian Taylor (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 BV Executive Management Inc. (name of entity on behalf of whom record was executed), in the following representative capacity: Vice President of Real Estate (type of authority such as officer or trustee)

Notary Stamp Below




Notary Signature
My Commission Expires: 12/12/2028

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: _____

January 14, 2026

Project No.: 25-033

TM Center Subdivision No. 1

City of Meridian Water Easement

Legal Description

Exhibit A

A parcel of land for a City of Meridian water easement being a portion of Parcel B of Record of Survey No. 13825 (Parcel B being a portion of Lot 5, Block 1 of TM Center Subdivision No. 1, Book 124 of Plats, Pages 19861-19863, records of Ada County, Idaho), situated in the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a 5/8-inch rebar marking the southwest corner of said Parcel B, which bears S00°33'33"W a distance of 148.82 feet from a 5/8-inch rebar marking the northwest corner of said Parcel B (also being the northwest corner of said Lot 5, Block 1), thence following the southerly line of said Parcel B, S89°26'27"E a distance of 291.75 feet to the **POINT OF BEGINNING**.

Thence leaving said southerly line, N00°33'33"E a distance of 18.32 feet;

Thence N89°26'27"W a distance of 20.93 feet;

Thence S00°33'33"W a distance of 8.87 feet;

Thence N89°26'27"W a distance of 20.00 feet;

Thence N00°33'33"E a distance of 28.88 feet;

Thence S89°26'27"E a distance of 62.18 feet to the westerly line of an existing ingress/egress, public utilities and emergency access easement per Inst. No. 2022-068336 and Inst. No. 2022-070286;

Thence following said westerly line, S00°33'33"W a distance of 18.96 feet to the northerly line of an existing City of Meridian sewer and water easement per Inst. No. 2022-072452;

Thence leaving said westerly line and following said northerly line, N89°26'27"W a distance of 18.50 feet to the westerly line of said existing City of Meridian sewer and water easement;

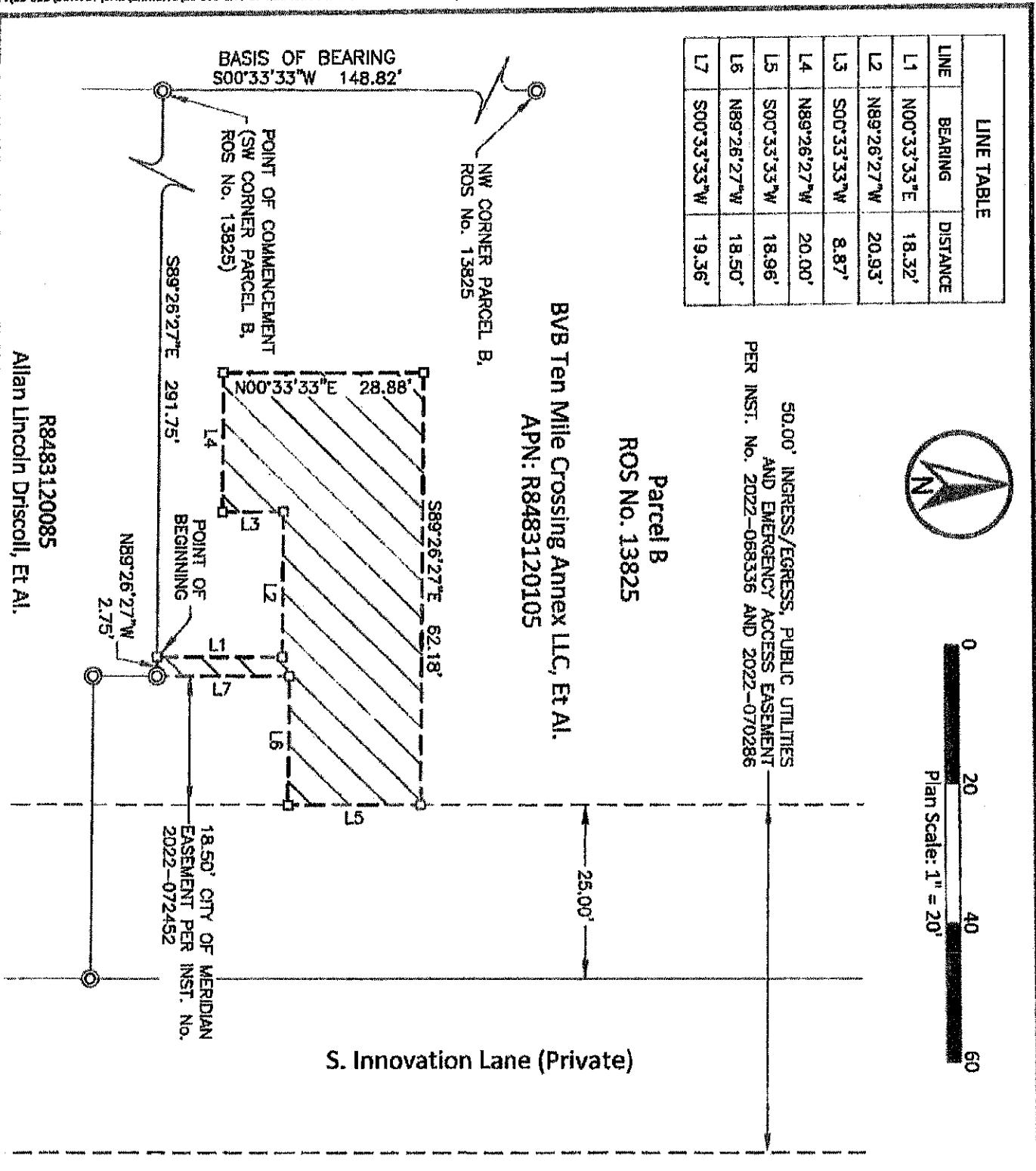
Thence leaving said northerly line and following said westerly line, S00°33'33"W a distance of 19.36 feet to a 5/8-inch rebar on the southerly line of said Parcel B;

Thence following said southerly line, N89°26'27"W a distance of 2.75 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 1,452 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.



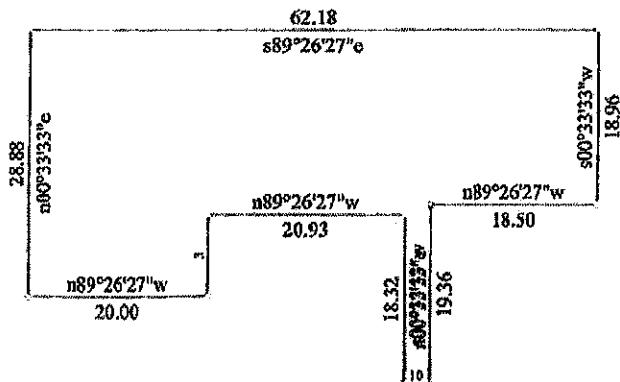


**Exhibit B - City of Meridian Water Easement
TM Center Subdivision No. 1**

Situated in Parcel B of ROS No. 13825 of the SW 1/4 of NW 1/4 of
Section 14, T3N., R1W., B.M., City of Meridian, Ada County, Idaho



DATE:	December 2025
PROJECT:	25-033
SHEET:	1 OF 1



Title: City of Meridian Water Easement

Date: 12-19-2025

Scale: 1 inch = 20 feet File:

Tract 1: 0.033 Acres: 1452 Sq Feet: Closure = s00.3333w 0.01 Feet: Precision = 1/21875: Perimeter = 219 Feet

001=n00.3333e 18.32	005=n00.3333e 28.88	009=s00.3333w 19.36
002=n89.2627w 20.93	006=s89.2627e 62.18	010=n89.2627w 2.75
003=s00.3333w 8.87	007=s00.3333w 18.96	
004=n89.2627w 20.00	008=n89.2627w 18.50	