

Project Name or Subdivision Name:

Take 5 Overland

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-2026-0097

WATER MAIN EASEMENT

THIS Easement Agreement made this 5th day of May 20²⁶ between 265 W Overland LLC & Lowe's Home Centers 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: Lowe's Home Centers LLC

[Signature] BSM

STATE OF ~~IDAHO~~ North Carolina)
County of ~~Ada~~ iredeell) ss

This record was acknowledged before me on 4/17/2026 (date) by Richard Goodman (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 Lowe's Home Centers LLC (name of entity on behalf of whom record was executed), in the following representative capacity: VICE President (type of authority such as officer or trustee)

Notary Stamp Below

Stephanie Valdez
NOTARY PUBLIC
Forsyth County
North Carolina
My Commission Expires December 7, 2026

[Signature]
Notary Signature
My Commission Expires: Dec. 7, 2026

Exhibit A
Water Easement
Legal Description

A parcel of land being a portion of the NE 1/4 of the NE 1/4 of Section 24, T.3N., R1W., Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the northeast corner of Parcel 1A as shown on Record of Survey No. 15278, Instrument No. 2026-021331, recorded on March 27, 2026, Ada County Records also being the NW corner of the Medina Subdivision from which the NW corner of parcel 2A as shown on said Record of Survey No. 15278 bears N88°44'01"W a distance of 208.83 feet; thence on the southerly right of way line of W. Overland Road N88°44'01"W a distance of 41.18 feet to a point on the west line of a City of Meridian Water Main Easement; thence on last said west line S00°49'40"W a distance of 76.72 feet to the Point of Beginning; thence continuing on last said west line S00°49'40"W a distance of 20.00 feet; thence N89°31'23"W a distance of 33.43 feet; thence N00°28'37"E a distance of 20.00 feet; thence S89°31'23"E a distance of 33.55 feet to the Point of Beginning.

The above described parcel contains 670 Square Feet more or less.



