

Project Name or Subdivision Name:

Village at Meridian - Ph 2B

Sanitary Sewer & 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-2025-0148

Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement is made this __ day of _____ 20__ between Meridian CenterCal, LLC, ("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 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.

TOHAVE 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 Decorative Lights, as defined below, or 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. Notwithstanding the foregoing, Grantor shall be permitted to place decorative lights and related infrastructure ("Decorative Lights") within the easement area. Grantee may, at its sole discretion, remove the Decorative Lights to maintain, repair, or replace Grantee's sanitary sewer and water mains, in which case Grantor shall be fully responsible for reinstalling or replacing the Decorative Lights. Grantee shall not be responsible for any damages resulting from the removal of the Decorative Lights.

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 GRANTEE shall provide GRANTOR with forty-eight (48) hours' notice prior to digging in the easement. GRANTOR shall locate and clearly mark all private utility lines in the easement area within forty-eight (48) hours. Grantor shall assume full responsibility for and indemnify the City for any damage to private utilities that occurred based upon Grantor's failure to properly or timely locate and mark the private utilities. Grantee may perform emergency or urgent maintenance, repair, or replacement of utilities, without notice.

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; signature pages follow]

APHLG

) SS

)

PLEASE SEE
ATTACHED
(date)

Notary Signature _____
My Commission Expires: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELESOn OCTOBER 28, 2025 before me, KATHLEEN DONLON, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared JEAN PAUL WARDY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Handwritten signature of Kathleen Donlon in cursive script.

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

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: _____



October 8, 2025
Project No.: 124038

Exhibit A

EASEMENT

CENTERCAL EXPANSION SUBDIVISION
MERIDIAN CENTERCAL, LLC

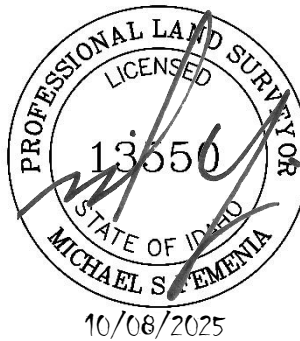
An easement located in Parcel "B" of Record of Survey No.13558, recorded under Instrument No.2022-068728, & Lot 5, Block 2 of CenterCal Subdivision, as same is shown in the official plat therein, recorded in Book 104, at Page 14164, Ada County records, situate in the Southwest Quarter of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Southwest Corner of said Section 4, (from which point the West One Quarter Corner of said Section 4 bears North 00° 34' 03" East, 2618.49 feet distant); thence on the west line of said Section 4, North 00° 34' 03" East, 761.77 feet; thence leaving said west line, South 89° 25' 57" East, 645.34 feet, to a point on an existing sewer and water easement, recorded as Instrument No. 112079721, Ada County records AND the **POINT OF BEGINNING**:

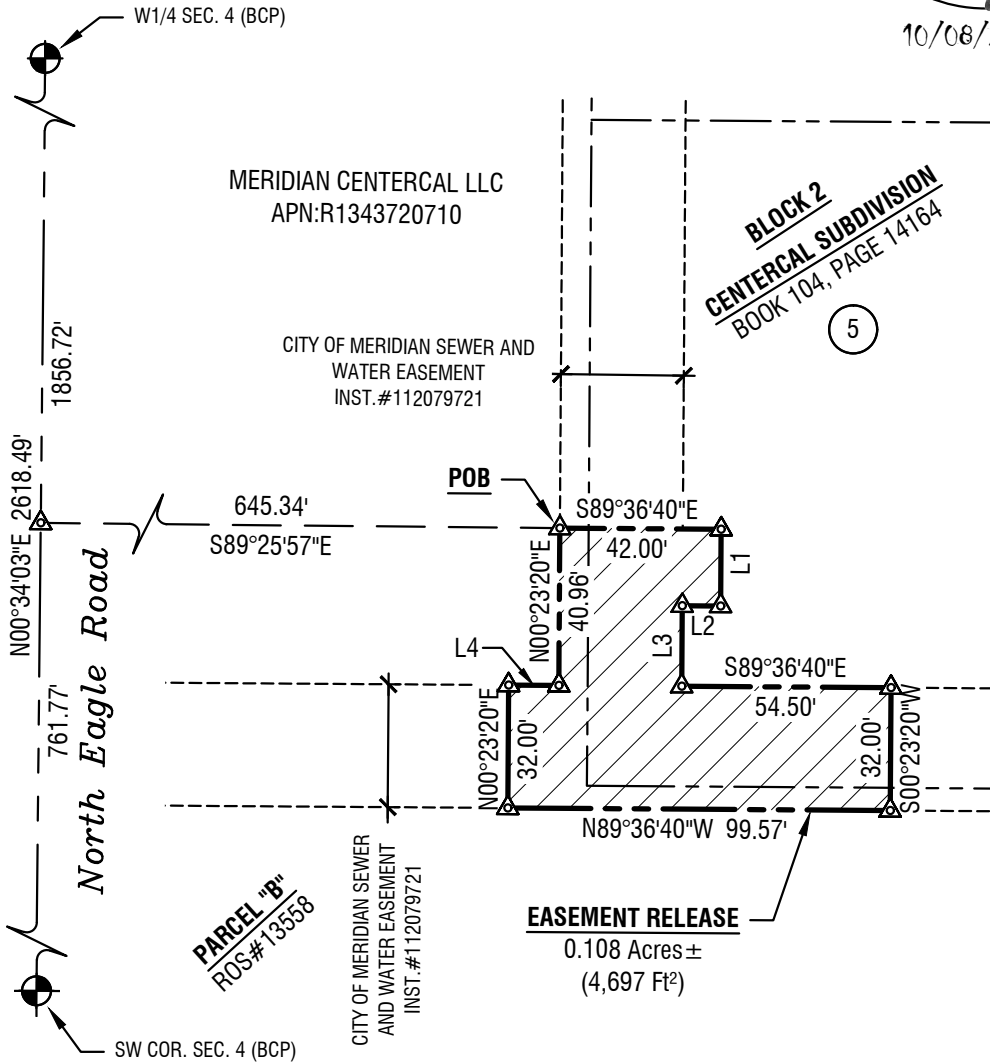
Thence South 89° 36' 40" East, 42.00 feet;
Thence South 00° 23' 20" West, 20.00 feet;
Thence North 89° 36' 40" West, 10.00 feet;
Thence South 00° 23' 20" West, 20.96 feet;
Thence South 89° 36' 40" East, 54.50 feet;
Thence South 00° 23' 20" West, 32.00 feet;
Thence North 89° 36' 40" West, 99.57 feet;
Thence North 00° 23' 20" East, 32.00 feet;
Thence South 89° 36' 40" East, 13.08 feet;
Thence North 00° 23' 20" East, 40.96 feet to the **POINT OF BEGINNING**.

The above-described easement release area contains 4,697 Ft² (0.108 Acres) more or less.

Prepared by:
The Land Group, Inc.
Michael S. Femenia, PLS



Easement
for
City of Meridian
Situate in the SW 1/4 of Section 4,
Township 3 North, Range 1 East, Boise Meridian,
City of Meridian, Ada County, Idaho
2025



Line Table		
LINE	BEARING	LENGTH
L1	S00°23'20"W	20.00'
L2	N89°36'40"W	10.00'
L3	S00°23'20"W	20.96'
L4	S89°36'40"E	13.08'

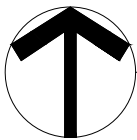
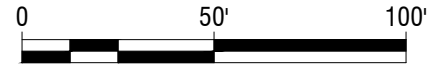


Exhibit "B"

Horizontal Scale: 1" = 50'



Project No.: 124038
Date of Issuance: October 8, 2025



Easement
City of Meridian
CenterCal Expansion Subdivision

1 of 1