

Project Name or Subdivision Name:

Mogul Industrial Park Phase 2

Water Main Easement Number: 3

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-2026-0202

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between MERIDIAN BC HOLDINGS LP, and MERIDIAN BC 2 LP ("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 watermain 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.

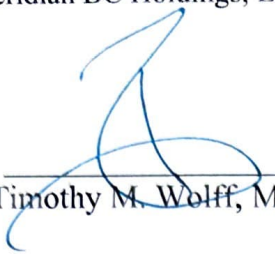
THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

[END OF TEXT, SIGNATURES TO FOLLOW]

GRANTOR:

Meridian BC Holdings, LP

By:  Timothy M. Wolff, Manager

STATE OF IDAHO)

BLAINE) ss
County of Ada)

This record was acknowledged before me on July 14th 2026 (date) by
Timothy M. Wolff, on behalf of MERIDIAN BC HOLDINGS LP, in the following representative capacity:
Manager.

Notary Stamp Below

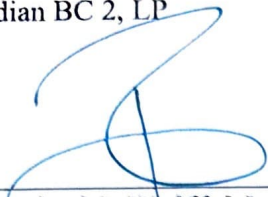




Notary Signature
My Commission Expires: 10/27/2026

GRANTOR:

Meridian BC 2, LP



By: Timothy M. Wolff, Manager

STATE OF IDAHO)

County of BLAINE) ss
Ada)

This record was acknowledged before me on July 14th 2026 (date) by
Timothy M. Wolff, on behalf of MERIDIAN BC 2, LP, in the following representative capacity:
Manager.

Notary Stamp Below



Notary Signature
My Commission Expires: 10/27/2026

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: _____



August 19, 2026
Project No. 124186

"EXHIBIT A"

**MERIDIAN COMMERCE PARK
CITY OF MERIDIAN WATER EASEMENTS**

EASEMENT 1

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 Center North One-Sixteenth Corner of said Section 16 of said Township 3 North, Range 1 West, (from which point the North One-Sixteenth Corner common to Sections 15 & 16 bears South 89° 23' 16" East, 2635.98 feet distant);

Thence from said Center North One-Sixteenth Corner, South 00° 29' 04" West, a distance of 980.70 feet on the Mid-Section line of said Section 16;

Thence South 88° 10' 09" East, a distance of 267.11 feet to the POINT OF BEGINNING-1;

Thence North 01° 49' 51" East, a distance of 5.00 feet;

Thence South 88° 10' 09" East, a distance of 20.00 feet;

Thence South 01° 49' 51" West, a distance of 5.00 feet to POINT "A";

Thence North 88° 10' 09" West, a distance of 20.00 feet to the POINT OF BEGINNING-1.

TOGETHER WITH:

EASEMENT 2

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 aforementioned POINT "A";

Thence South 88° 10' 09" East, a distance of 148.98 feet to the POINT OF BEGINNING-2;

Thence North 01° 49' 51" East, a distance of 47.50 feet;

Thence South 88° 10' 09" East, a distance of 20.00 feet;

Thence South 01° 49' 51" West, a distance of 47.50 feet;

Thence North 88° 10' 09" West, a distance of 20.00 feet to the POINT OF BEGINNING-2.

TOGETHER WITH:

EASEMENT 3

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 Center North One-Sixteenth Corner of said Section 16 of said Township 3 North, Range 1 West, (from which point the North One-Sixteenth Corner common to Sections 15 & 16 bears South 89° 23' 16" East, 2635.98 feet distant);

Thence from said Center North One-Sixteenth Corner, South 00° 29' 04" West, a distance of 1024.71 feet on the Mid-Section line of said Section 16;

Thence South 88° 10' 09" East, a distance of 23.66 feet to the POINT OF BEGINNING-3;

Thence South 88° 10' 09" East, a distance of 20.00 feet;

Thence South 01° 49' 51" West, a distance of 46.04 feet;

Thence North 88° 10' 09" West, a distance of 20.00 feet;

Thence North 01° 49' 51" East, a distance of 46.04 feet to the POINT OF BEGINNING-3.

PREPARED BY:
THE LAND GROUP, INC.



James R. Washburn



City of Meridian Water Easements
Mogul Industrial Park Subdivision Phs 2
W. Grand Mogul Dr.

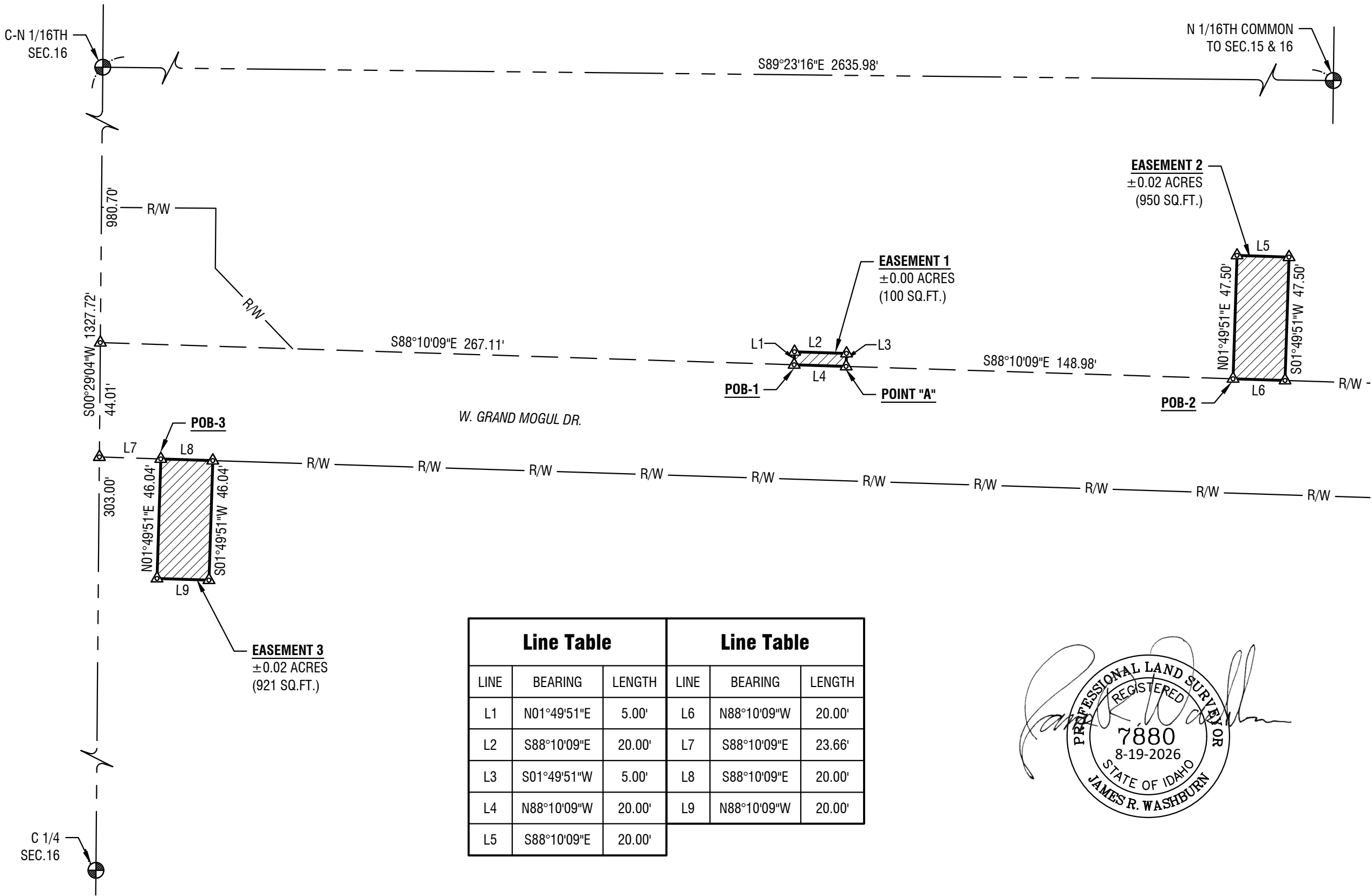
MERIDIAN, ID

Revisions



1.

Project No.: 124186
Date of Issuance: July 22, 2026



File Location: g:\2024\124186\cad\survey\exhibits\mcp ph2 easements\124186 mcp ph2 com water 260722.dwg
Last Plotted By: mitch anderson
Date Plotted: Wednesday, July 22 2026 at 02:16 PM

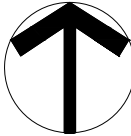


Exhibit "B"

Horizontal Scale: 1" = 40'