

ESMT-2023-0140 Meridian Commerce Park Grand Mougul Drive Phase 1
Water Main Easement No. 1

WATER MAIN EASEMENT

THIS Easement Agreement, made this 17th day of October 20 23 between Meridian BC Holdings 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 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:
Meridian BC Holdings LP
a Delaware limited partnership

By: ATSAW GP, LLC,
a Washington limited liability company
Its: General Partner

By: AT GP/M LLC,
a Washington limited liability company
Its: Manager

By: _____
Name: Tim Wolff
Its: MANAGER

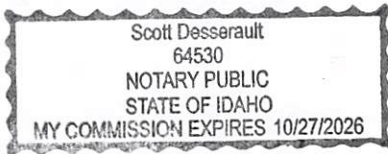
STATE OF IDAHO)
) ss
County of BLAINE)

This record was acknowledged before me on 9th September, 2023 (date) by Tim Wolff (name of individual), on behalf of Meridian BC Holdings LP, in the following representative capacity: Manager of AT GP/M LLC, the Manager of ATSAW GP, LLC, the General Partner of Meridian BC Holdings LP



Notary Signature

My Commission Expires: 10/27/2026



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 10-17-2023

Attest by Chris Johnson, City Clerk 10-17-2023

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 Signature

My Commission Expires: _____



July 12, 2023
Project No.: 121102

EXHIBIT "A"

BLACK CAT INDUSTRIAL
CITY OF MERIDIAN WATER EASEMENTS DESCRIPTION

EASEMENT 1

An easement located in Parcels "A" and "C" as shown on Record of Survey No. 13698, recorded under Instrument No. 2022-090395 of Ada County Records, located 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 East One Quarter Corner of Section 16 of said Township 3 North, Range 1 West, (from which point the Northeast Corner of said Section 16 bears North 00° 43' 09" East, 2657.25 feet distant);

Thence North 00° 43' 09" East, 249.61 feet on the East line of said Section 16;

Thence North 89° 16' 51" West, 746.82 feet to the POINT OF BEGINNING;

Thence South 00° 29' 04" West, 47.77 feet;

Thence North 89° 30' 56" West, 20.00 feet;

Thence North 00° 29' 04" East, a distance of 53.20 feet to a point of curvature;

Thence 15.89 feet on the arc of a curve to the right, having a radius of 353.00 feet, a central angle of 02° 34' 44", and whose chord bears South 74° 43' 05" East, 15.89 feet to a point of compound curvature on the northern boundary line of said Parcel "C";

Thence 4.84 feet on the arc of a curve to the right, having a radius of 353.00 feet, a central angle of 00° 47' 07", and whose chord bears South 73° 02' 10" East, 4.84 feet to the POINT OF BEGINNING.

TOGETHER WITH:

EASEMENT 2

An easement located in Parcel "C" as shown on Record of Survey No. 13698, recorded under Instrument No. 2022-090395 of Ada County Records, located 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 East One Quarter Corner of Section 16 of said Township 3 North, Range 1 West, (from which the Northeast Section Corner of said Section 16 bears North 00° 43' 09" East, 2657.25 feet distant);

Thence North 00° 43' 09" East, 9.91 feet;

Thence North 89° 16' 51" West, 428.98 feet to a point of curvature, said point being the POINT OF BEGINNING;

Thence 24.91 feet on the arc of a curve to the left, having a radius of 738.54 feet, a central angle of 01° 55' 58", and whose chord bears South 52° 55' 08" East, 24.91 feet;
Thence South 00° 29' 04" West, 50.76 feet;
Thence North 89° 30' 56" West, 20.00 feet;
Thence North 00° 29' 04" East, 65.61 feet to the POINT OF BEGINNING.

PREPARED BY:
The Land Group, Inc.

James R. Washburn, PLS



File Location: g:\2021\121102\cad\survey\exhibits\black cat collector 2023\context\121102 water 230713.dwg
 Last Plotted By: michi anderson
 Date Plotted: Thursday, July 13 2023 at 03:59 PM

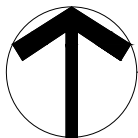


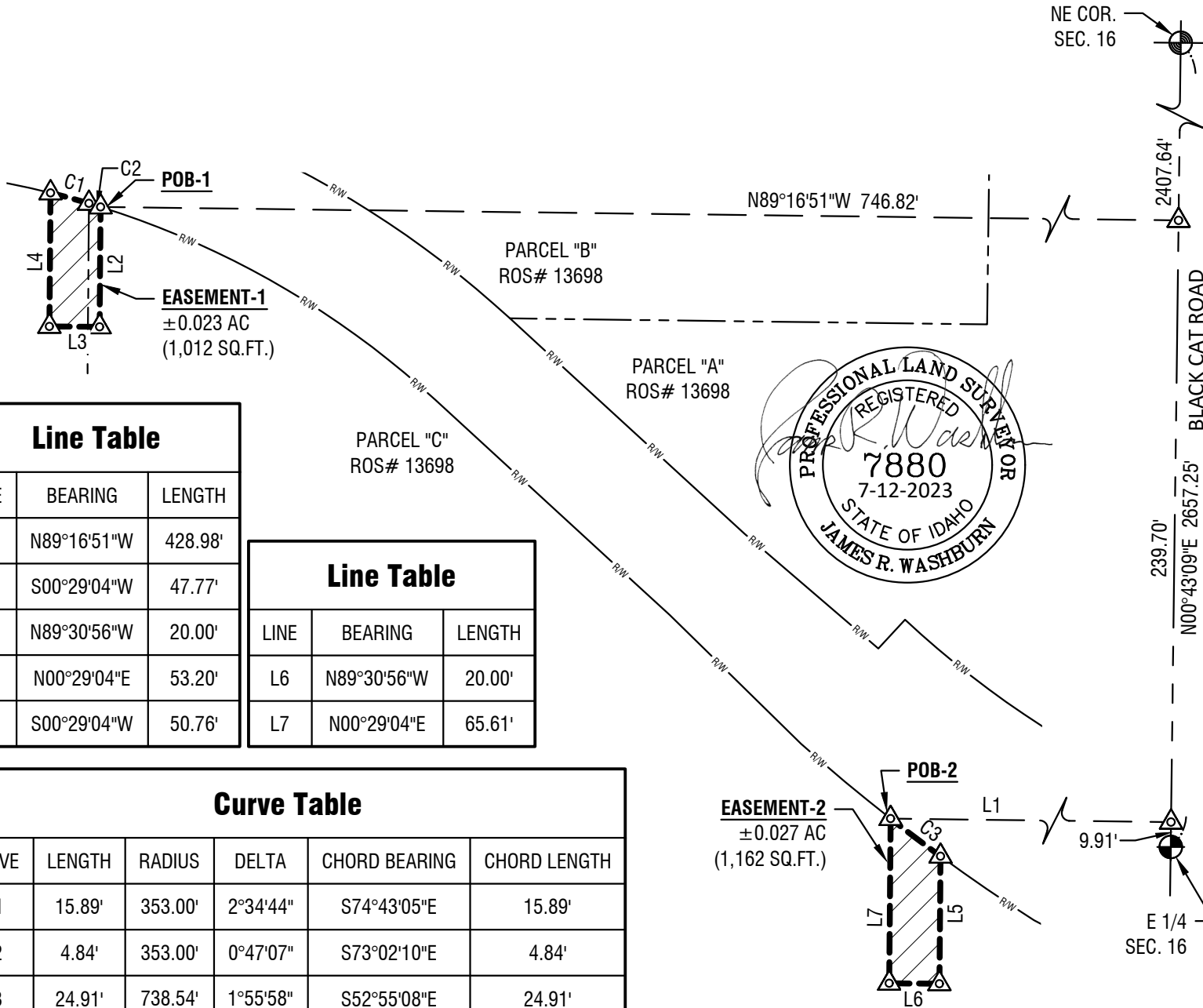
Exhibit "B"

Horizontal Scale: 1" = 60'

Line Table		
LINE	BEARING	LENGTH
L1	N89°16'51"W	428.98'
L2	S00°29'04"W	47.77'
L3	N89°30'56"W	20.00'
L4	N00°29'04"E	53.20'
L5	S00°29'04"W	50.76'

Line Table		
LINE	BEARING	LENGTH
L6	N89°30'56"W	20.00'
L7	N00°29'04"E	65.61'

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	15.89'	353.00'	2°34'44"	S74°43'05"E	15.89'
C2	4.84'	353.00'	0°47'07"	S73°02'10"E	4.84'
C3	24.91'	738.54'	1°55'58"	S52°55'08"E	24.91'



Project No.: 121102
 Date of Issuance: July 13, 2023



Water Easements Black Cat Industrial - W. Vanguard Dr. City of Meridian