

WATER MAIN EASEMENT

THIS Easement Agreement, made this 17th day of October, 2023 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

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

Aaron R Lake

STATE OF WASHINGTON)

) ss

County of Spokane)

This record was acknowledged before me on 9/7/2023 by Aaron R Lake on behalf of AT GP/M LLC, the Manager of ATSAW GP, LLC, the General Partner of Meridian BC Holdings LP, in the following representative capacity: Manager



Keri A Gardner
Notary Signature
My Commission Expires: 4-19-2027

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 10-17-2023 (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: _____



August 24, 2023
Project No.: 122173

EXHIBIT "A"

BLACK CAT INDUSTRIAL
MERIDIAN COMMERCIAL PARK – BUILDING J
UTILITY EASEMENT DESCRIPTION

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 Southeast Corner of said Section 16 bears South 00° 43' 07" West, 2656.35 feet distant);

Thence South 00° 43' 07" West, 53.69 feet on the East line of said Section 16;

Thence North 89° 33' 08" West, 408.71 feet to the POINT OF BEGINNING;

- Thence South 00° 29' 04" West, 53.65 feet;
- Thence South 89° 30' 56" East, 16.46 feet;
- Thence South 00° 29' 04" West, 20.00 feet;
- Thence North 89° 30' 56" West, 16.46 feet;
- Thence South 00° 29' 04" West, 221.92 feet;
- Thence South 89° 30' 56" East, 12.00 feet;
- Thence South 00° 29' 04" West, 20.00 feet;
- Thence North 89° 30' 56" West, 12.00 feet;
- Thence South 00° 29' 04" West, 303.47 feet;
- Thence South 89° 30' 56" East, 12.00 feet;
- Thence South 00° 29' 04" West, 20.00 feet;
- Thence North 89° 30' 56" West, 12.00 feet;
- Thence South 00° 29' 04" West, 67.59 feet;
- Thence North 89° 30' 56" West, 50.79 feet;
- Thence North 80° 30' 47" West, 175.35 feet;
- Thence North 80° 31' 16" West, 106.51 feet;
- Thence South 00° 29' 04" West, 11.99 feet;
- Thence North 89° 30' 56" West, 20.00 feet;
- Thence North 00° 29' 04" East, 20.91 feet;
- Thence North 89° 30' 56" West, 58.10 feet;
- Thence North 00° 29' 04" East, 20.00 feet;
- Thence South 89° 30' 56" East, 75.69 feet;
- Thence North 00° 29' 04" East, 858.89 feet;
- Thence North 44° 30' 56" West, 35.75 feet;
- Thence North 00° 29' 04" East, 8.29 feet;
- Thence South 89° 30' 56" East, 20.00 feet;

Thence South 44° 30' 13" East, 35.76 feet;
Thence South 00° 29' 04" West, 85.76 feet;
Thence South 89° 30' 56" East, 27.06 feet;
Thence South 00° 29' 04" West, 20.00 feet;
Thence North 89° 30' 56" West, 27.06 feet;
Thence South 00° 29' 04" West, 359.93 feet;
Thence South 89° 30' 56" East, 24.72 feet;
Thence South 00° 29' 04" West, 37.49 feet;
Thence North 89° 30' 56" West, 24.72 feet;
Thence South 00° 29' 04" West, 375.43 feet;
Thence South 80° 30' 47" East, 265.64 feet;
Thence South 89° 30' 56" East, 29.21 feet;
Thence North 00° 29' 04" East, 686.63 feet;
Thence South 89° 30' 56" East, 20.00 feet to the POINT OF BEGINNING.

PREPARED BY:
The Land Group, Inc.

James R. Washburn, PLS



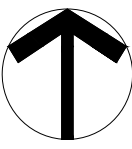
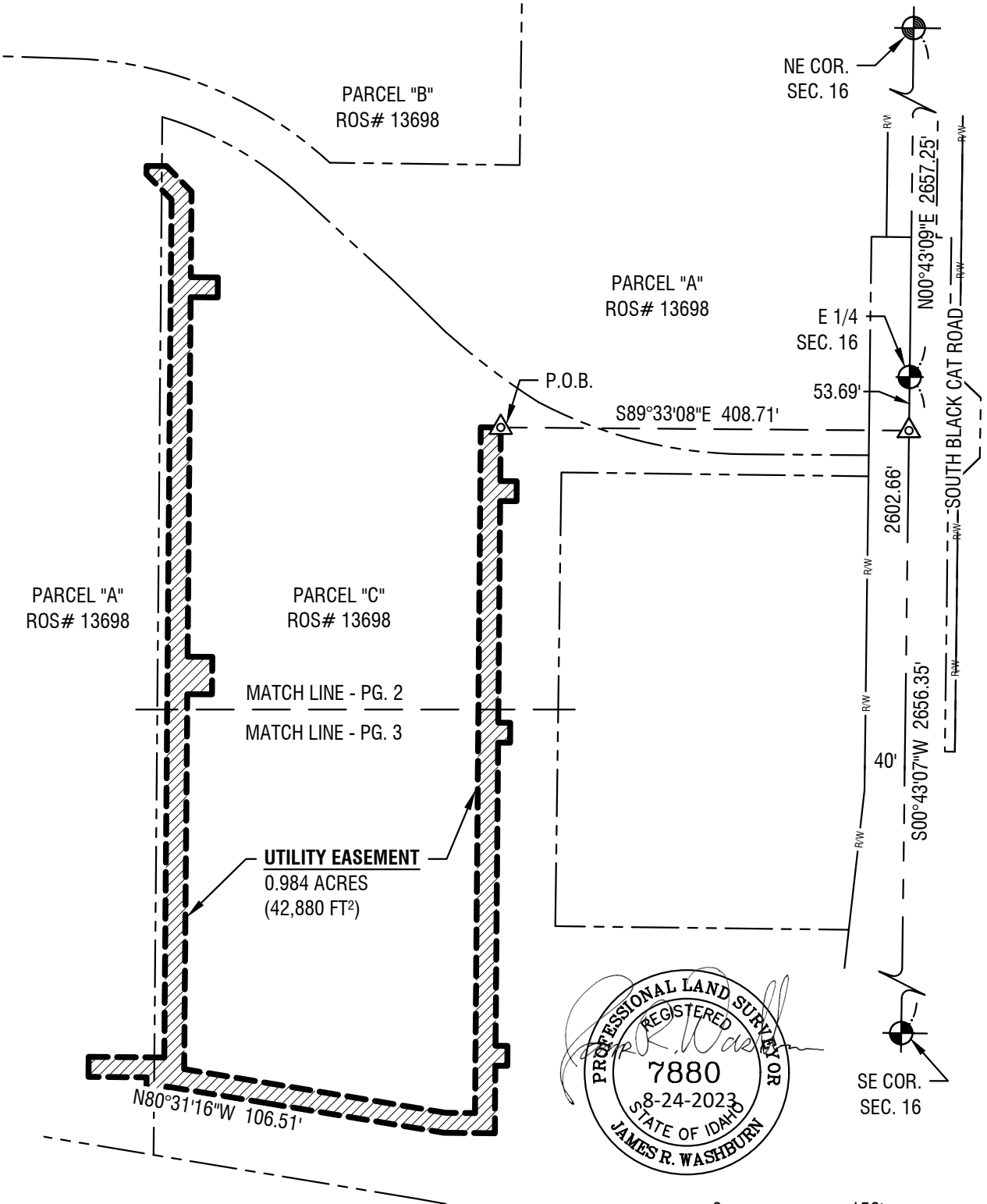


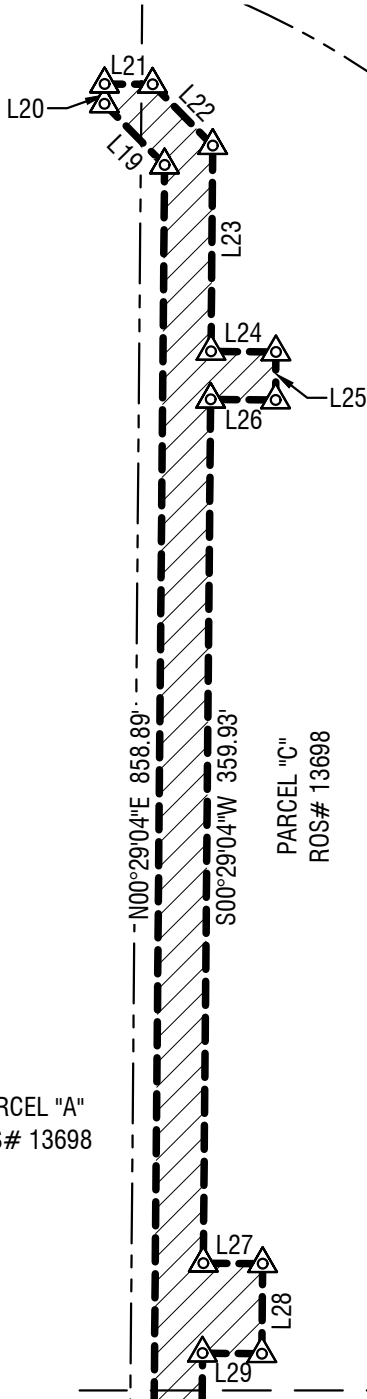
Exhibit "B"
 Horizontal Scale: 1" = 150'

Project No.: 122173
 August 24, 2023



**Utility Easement
 Meridian Commerce Park - Building J
 City of Meridian**

File Location: g:\2022\122173\land\survey\exhibits\ex 122173 com utility easement 230823.dwg
 Last Plotted By: mitch anderson
 Date Plotted: Thursday, August 24, 2023 at 09:46 AM



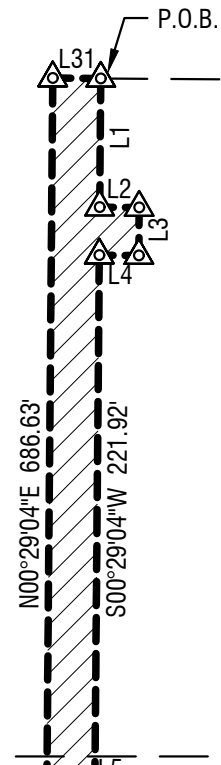
PARCEL "A"
ROS# 13698



Line Table		
LINE	BEARING	LENGTH
L1	S00°29'04"W	53.65'
L2	S89°30'56"E	16.46'
L3	S00°29'04"W	20.00'
L4	N89°30'56"W	16.46'
L19	N44°30'56"W	35.75'
L20	N00°29'04"E	8.29'
L21	S89°30'56"E	20.00'
L22	S44°30'13"E	35.76'
L23	S00°29'04"W	85.76'
L24	S89°30'56"E	27.06'
L25	S00°29'04"W	20.00'
L26	N89°30'56"W	27.06'
L27	S89°30'56"E	24.72'
L28	S00°29'04"W	37.49'
L29	N89°30'56"W	24.72'
L31	S89°30'56"E	20.00'

PARCEL "A"
ROS# 13698

PARCEL "C"
ROS# 13698



MATCH LINE - PG. 3

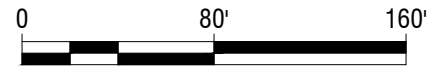
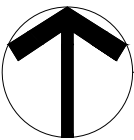


Exhibit "B"

Horizontal Scale: 1" = 80'

Project No.: 122173
August 24, 2023



Utility Easement Meridian Commerce Park - Building J City of Meridian

PARCEL "A"
ROS# 13698

PARCEL "C"
ROS# 13698

Line Table		
LINE	BEARING	LENGTH
L5	S89°30'56"E	12.00'
L6	S00°29'04"W	20.00'
L7	N89°30'56"W	12.00'
L8	S89°30'56"E	12.00'
L9	S00°29'04"W	20.00'
L10	N89°30'56"W	12.00'
L11	S00°29'04"W	67.59'
L12	N89°30'56"W	50.79'
L13	S00°29'04"W	11.99'
L14	N89°30'56"W	20.00'
L15	N00°29'04"E	20.91'
L16	N89°30'56"W	58.10'
L17	N00°29'04"E	20.00'
L18	S89°30'56"E	75.69'

Line Table		
LINE	BEARING	LENGTH
L30	S89°30'56"E	29.21'

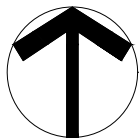
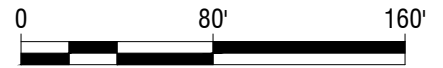


Exhibit "B"

Horizontal Scale: 1" = 80'



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August 24, 2023



**Utility Easement
Meridian Commerce Park - Building J
City of Meridian**