

Project Name or Subdivision Name:

Orchard Park Lot 1 – Pad A

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 ESMT-2025-0085

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 23rd day of September 20 25 between Orchard Park Lot 1, 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:


Orchard Park Lot 1, LLC
2789 East Jasmin Street
Meridian, Idaho 83646

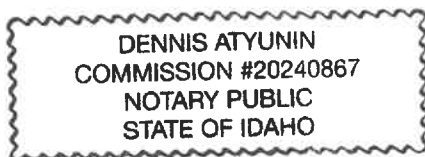
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on JULY 16, 2025 (date) by STEFAN TSENG
(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 Orchard Park Lot 1, LLC
(name of entity on behalf of whom record was executed), in the following representative capacity: authorized signator (type of authority such as officer or trustee)

Notary Stamp Below




Notary Signature
My Commission Expires: 03-04-2030

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 9-23-2025

Attest by Chris Johnson, City Clerk 9-23-2025

STATE OF IDAHO,)

: ss.

County of Ada)

9-23-2025

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: _____

July 10, 2025
Linder Village West Subdivision
Project No. 24-068
Legal Description
City of Meridian Water Easement

Exhibit A

Parcels of land for a City of Meridian Water Easement situated in a portion of Lot 2, Block 1 of Linder Village West Subdivision (Book 126 of Plats, Pages 20185-20187, records of Ada County, Idaho) situated in the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 4 North, Range 1 West, B.M. Ada County, Idaho and being more particularly described as follows:

Commencing at a brass plug marking the Northeast corner of said Lot 2, which bears S89°04'50"E a distance of 165.99 feet from a brass plug marking the Northwest corner of said Lot 2, thence following the northeasterly line of said Lot 2, S22°26'06"E a distance of 13.78 feet;
Thence leaving said northeasterly line, S67°33'54"W a distance of 1.00 feet to the westerly line of an existing City of Meridian Water and Sewer Easement (Instrument No. 2021-014150, records of Ada County, Idaho) and being **POINT OF BEGINNING 1.**

Thence following the westerly line of said City of Meridian Water and Sewer Easement the following three (3) courses:

1. S22°26'06"E a distance of 8.50 feet;
2. S68°07'56"W a distance of 16.10 feet;
3. S22°26'06"E a distance of 17.57 feet;

Thence leaving said westerly line, S67°33'54"W a distance of 6.67 feet to a point hereinafter referred to as Point "A";

Thence N22°26'06"W a distance of 26.13 feet;

Thence N68°07'56"E a distance of 22.77 feet to **POINT OF BEGINNING 1.**

Said parcel contains 311 square feet, more or less.

TOGETHER WITH:

Commencing at the point previously referred to as Point "A", thence S03°09'11"W a distance of 225.87 feet to **POINT OF BEGINNING 2.**

Thence S00°55'16"W a distance of 10.00 feet to the northerly line of said existing City of Meridian Water and Sewer Easement;

Thence following said northerly line, N89°04'44"W a distance of 41.19 feet;

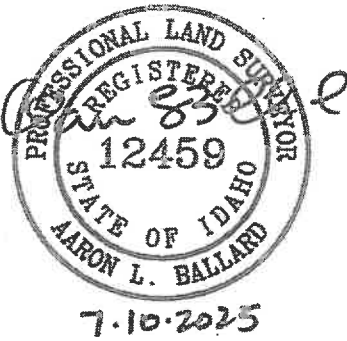
Thence leaving said northerly line, N00°55'16"E a distance of 10.00 feet;

Thence S89°04'44"E a distance of 41.19 feet to **POINT OF BEGINNING 2.**

Said parcel contains 412 square feet, more or less.

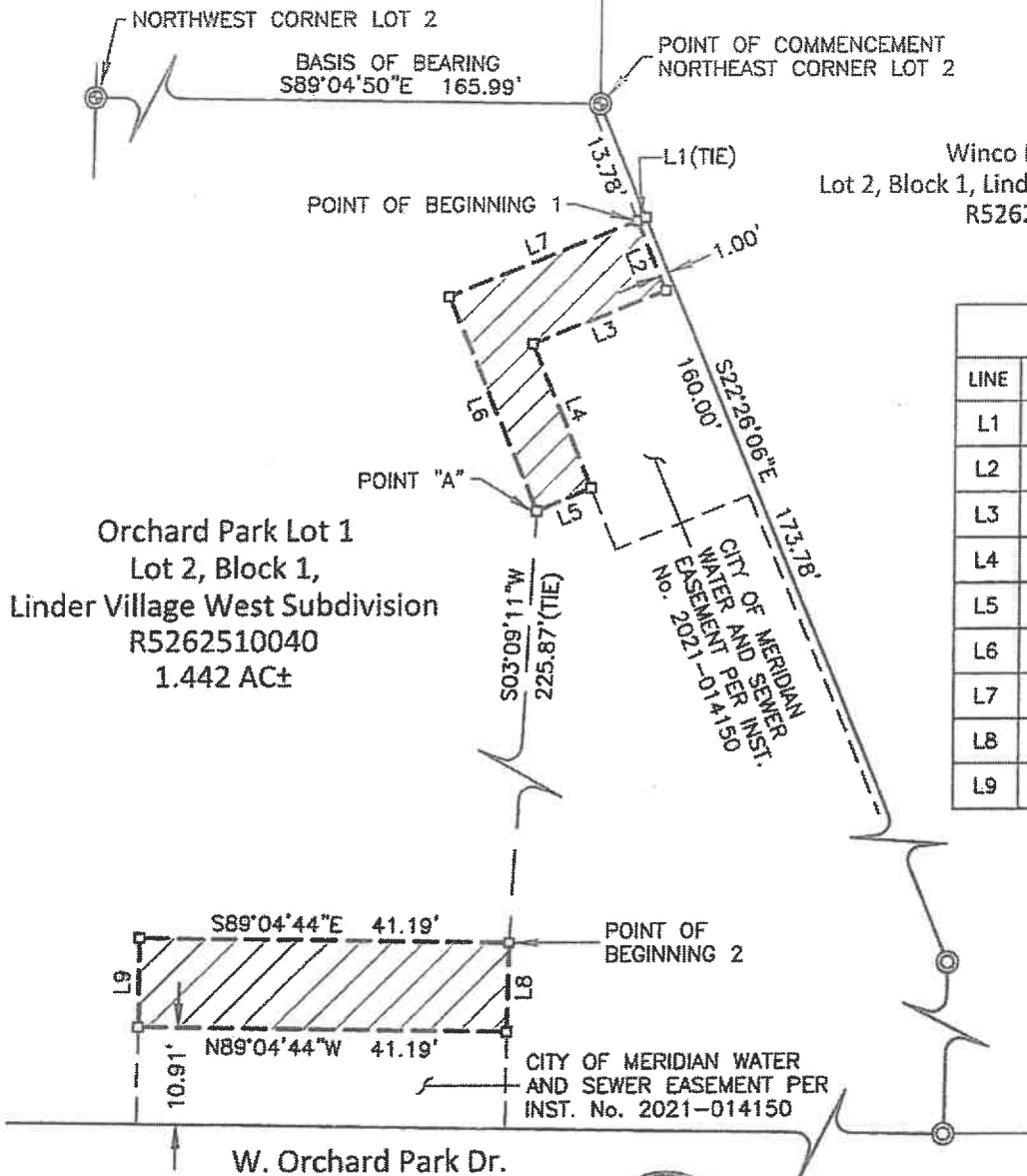
Said description contains a total of 723 square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



High Desert Development Linder Village, LLC
 Lot 1, Block 1, Linder Village West Subdivision
 R5262510020

Winco Foods, LLC
 Lot 2, Block 1, Linder Village Subdivision
 R5262500200



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S67°33'54\"W	1.00'
L2	S22°26'06\"E	8.50'
L3	S68°07'56\"W	16.10'
L4	S22°26'06\"E	17.57'
L5	S67°33'54\"W	6.67'
L6	N22°26'06\"W	26.13'
L7	N68°07'56\"E	22.77'
L8	S00°55'16\"W	10.00'
L9	N00°55'16\"E	10.00'



DATE: July 2025
 PROJECT: 24-068
 SHEET: 1 OF 1

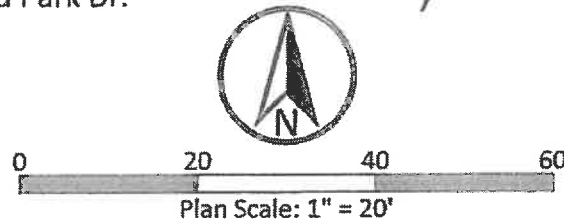
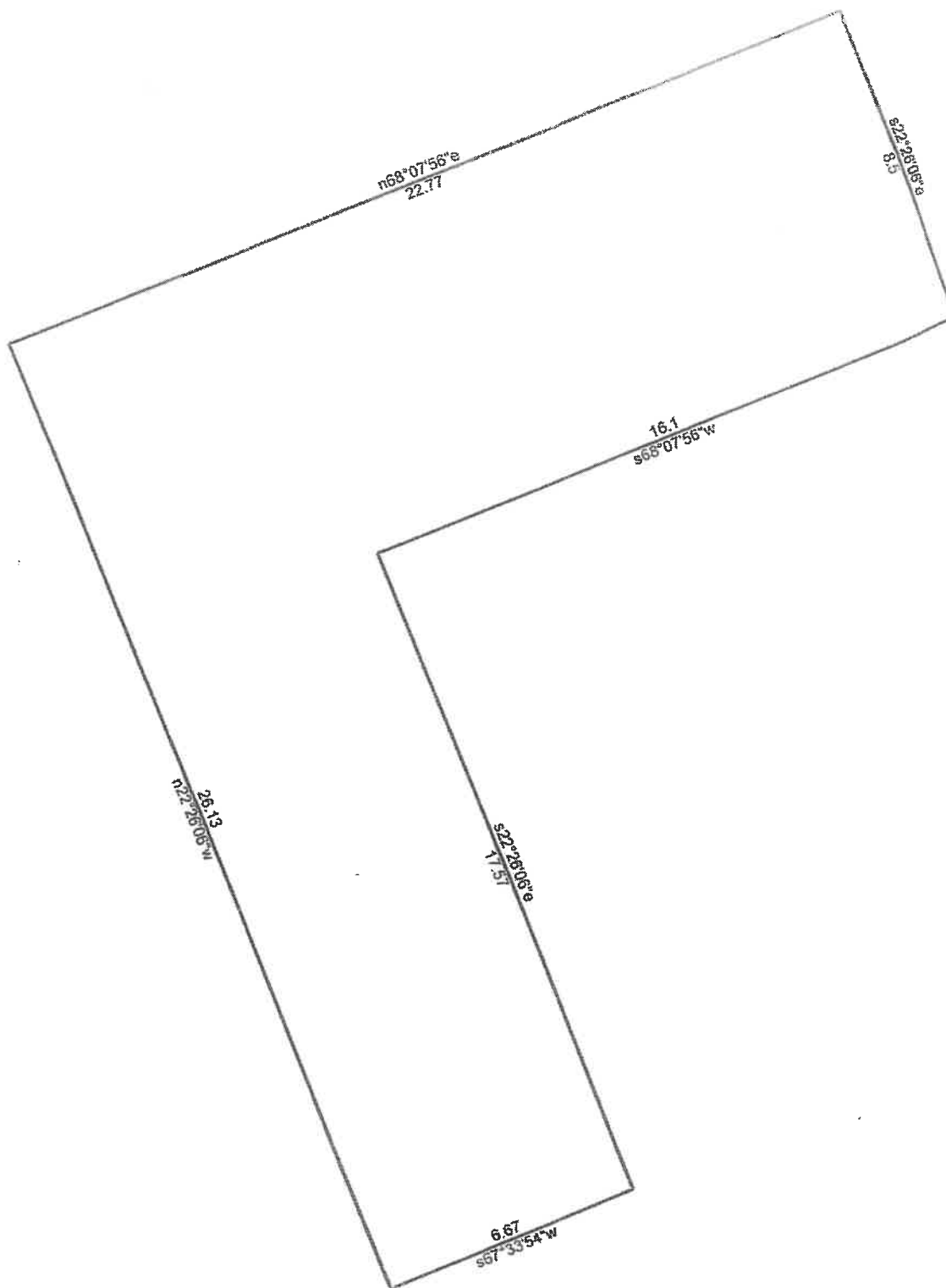


Exhibit B - City of Meridian Water Easement Linder Village West Subdivision

A portion of Lot 2, Block 1 of Linder Village West Subdivision being a portion the NW 1/4 of the NW 1/4 of Section 25, T4N R1W, B.M., Ada County, Idaho



P.O.B. 1

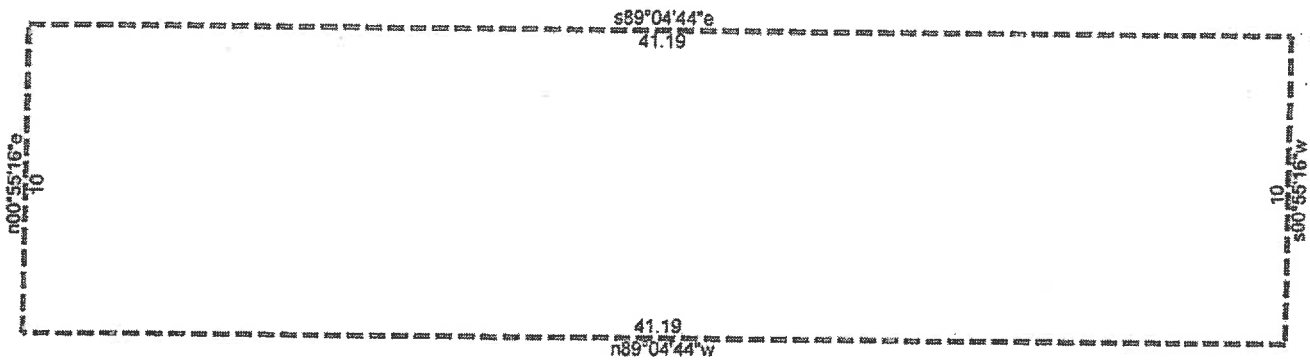
7/10/2025

Scale: 1 inch= 4 feet

File:

Tract 1: 0.0071 Acres (311 Sq. Feet), Closure: n19.1959w 0.01 ft. (1/16179), Perimeter=98 ft.

- 01 s22.2606e 8.5
- 02 s68.0756w 16.1
- 03 s22.2606e 17.51
- 04 s67.3354w 6.67
- 05 n22.2606w 26.13
- 06 n68.0756e 22.77



P.O.B. 2

7/10/2025

Scale: 1 inch= 6 feet

File:

Tract 1: 0.0095 Acres (412 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=102 ft.

- 01 s00.5516w 10
- 02 n89.0444w 41.19
- 03 n00.5516e 10
- 04 s89.0444e 41.19