| Project Name or Subdi | vision Name: | | | |
|------------------------------------|---|--|--|--|
| Nordstrom Rack (LD-MISC-2025-0004) | | | | |
| | Number: 1 ial number if the project contains more than on tions/checklist for additional information. | | | |
| For Internal Use Only | ESMT-2025-0086 | | | |

WATER MAIN EASEMENT

| THIS Easement Agreement made this 12th day | of August | 20 25 | between |
|--|---------------------|-------------|----------------------------|
| Meridian CenterCal Owner, LLC | ("Grantor") and the | City of Mei | ridian, 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 CenterCal Owner | er, LLC |
|---|---|
| MARKY | |
| Jean Paul Wardy, CEO | |
| Managing Member | |
| • | |
| STATE OF IDAHO) | |
|) ss | |
| County of Ada) | |
| This record was acknowledged be (name of individual), [complete the the following if signing in an in | fore me on(date) by ne following if signing in a representative capacity, or strike dividual capacity] on behalf of |
| (name of entity on behalf of who | om record was executed), in the following representative |
| capacity: Notary Stamp Below | (type of authority such as officer or trustee) |
| | |
| | See attached acknowledgment |
| | Notary Signature |
| | My Commission Expires: |

CALIFORNIA ACKNOWLEDGMENT

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 Angeles On July 24,2025 before me, Kalhenne Barragan Cruz, Notary Public

Here Insert Name and Title of the Officer

personally appeared Tean 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 CATHERINE BARRAGAN CRUZ Notary Public - California paragraph is true and correct. Los Angeles County Commission # 2486271 WITNESS my hand and official seal. Comm. Expires May 3, 2028 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: Water Main Easement Document Date: None Number of Pages: Signer(s) Other Than Named Above: None Capacity(ies) Claimed by Signer(s) Signer's Name: Jean Paul Wardy Signer's Name: Z Corporate Officer – Title(s): CEO ☐ Corporate Officer – Title(s): _ □ Partner – □ Limited □ General □ Partner - □ Limited □ General □ Individual □ Attorney in Fact □ Individual □ Attorney in Fact □ Guardian or Conservator □ Trustee ☐ Guardian or Conservator □ Trustee ☐ Other: □ Other:

Signer is Representing:

Signer is Representing: _

| GRANTEE: CITY OF MERIDIAN | |
|--|---|
| Robert E. Simison, Mayor 8-12-2025 | |
| Attest by Chris Johnson, City Clerk 8-12-20 | 25 |
| STATE OF IDAHO,): ss. | |
| County of Ada) | |
| This record was acknowledged before and Chris Johnson on behalf of the CClerk, respectively. | me on 8-12-2025 (date) by Robert E. Simison City of Meridian, in their capacities as Mayor and City |
| Notary Stamp Below | |
| | Notony Cignotuno |
| | Notary Signature My Commission Expires: |

LEGAL DESCRIPTION

Page 1 OF 1



July 2, 2025 Project No. 124122

"Exhibit A" <u>WATERLINE EASEMENT</u> MERIDIAN CENTERCAL OWNER, LLC CITY of MERIDIAN

An easement situate in Parcel "B" of Record of Survey No.11184, recorded under Inst.#2017-122683, being located in Lot 4, Block 1, of Centercal Subdivision, as same is shown on the official plat thereof, recorded in Book 104 of Plats at Page 14163, Ada County Records, in the southwest quarter of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the northeast corner of Lot 2 of said Centercal Subdivision, thence on the northern boundary line of said Lot 2, South 89° 51' 01" West, 34.20 feet, to the westerly easement line of an existing City of Meridian sewer and water easement, recorded under Inst.#112079721; thence leaving said northern boundary line, South 00° 00' 00" East, 533.00 feet, to the **POINT OF BEGINNING**:

Thence continuing on said westerly easement line, South 00° 00' 00" West, 4.05 feet;

Thence South 11° 15' 00" West, 16.26 feet;

Thence leaving said westerly easement line, North 90° 00' 00" West, 3.47 feet;

Thence North 00° 00' 00" East, 12.83 feet;

Thence North 90° 00' 00" East, 1.08 feet;

Thence North 00° 00' 00" East, 7.17 feet;

Thence North 90° 00' 00" East, 5.57 feet to the POINT OF BEGINNING.

The above-described easement contains 100 Ft², more or less and is subject to all existing easements and right of ways.

PREPARED BY: THE LAND GROUP, INC. Michael S. Femenia



East River Valley Street

34.201

S89°51'01"W

(2)

32'CITY OF MERIDIAN **SEWER** AND WATER **EASEMENT** INST#112079721

POB

WATERLINE

L6

L5-

3 `

PARCEL "A"

ROS#11184

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



PARCEL "B" ROS#11184

2260 N EAGLE RD MERIDIAN CENTERCAL OWNER LLC APN:R1343720450 CENTERCAL SUBDIVISION

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LENGTH

4.05

16.26

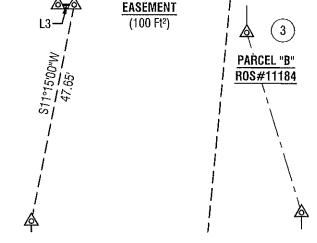
3.47

12.83

1.084

7.17

5.571





LINE

L1

L2

L3

L4

L5

1.6

L7

Exhibit "B"

Horizontal Scale: 1" = 20'

Project No.: 124122

Date of Issuance: July 2, 2025

40°

20'



BEARING

S00°00'00"E

S11°15'00°W

W*00'00'00'W

N00'00'00'E

N90°00'00"E

N00°00'00"E

N90°00'00'E

Waterline Easement City of Meridian Meridian CenterCal Owner, LLC - Nordstrom