

Project Name or Subdivision Name:

Mogul Industrial Park Phase 2

Sanitary Sewer & Water Main Easement Number: ²

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-2026-0201

SANITARY SEWER AND 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 sanitary sewer and water main right-of- way
across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water is to be provided for 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
sanitary sewer and 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 sanitary
sewer and 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.

T O HAVE AND T O 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



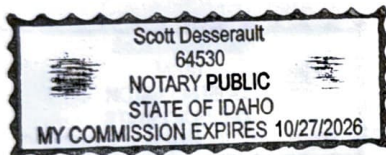
By: Timothy M. Wolff, Manager

STATE OF IDAHO)

County of BLADUE) ss
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

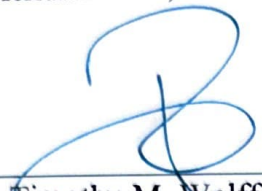


Notary Signature

My Commission Expires: 10/27/2026

GRANTOR:

Meridian BC 2, LP

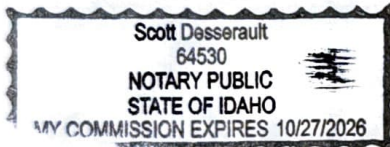

By: Timothy M. Wolff, Manager

STATE OF IDAHO)

County of BLAINE) ss
County of 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: _____



July 22, 2026
Project No. 124186

"EXHIBIT A"

**MERIDIAN COMMERCE PARK
CITY OF MERIDIAN UTILITY EASEMENT**

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 North One-Sixteenth Corner, South 00° 29' 04" West, a distance of 928.65 feet on the Mid-Section line of said Section 16;

Thence South 89° 30' 56" East, a distance of 24.00 feet to the POINT OF BEGINNING;

Thence North 00° 29' 04" East, a distance of 16.84 feet;

Thence South 89° 30' 56" East, a distance of 25.00 feet;

Thence South 00° 29' 04" West, a distance of 33.34 feet;

Thence North 89° 30' 56" West, a distance of 5.00 feet;

Thence North 00° 29' 04" East, a distance of 16.50 feet;

Thence North 89° 30' 56" West, a distance of 20.00 feet to the POINT OF BEGINNING.

PREPARED BY:
THE LAND GROUP, INC.

James R. Washburn



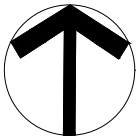
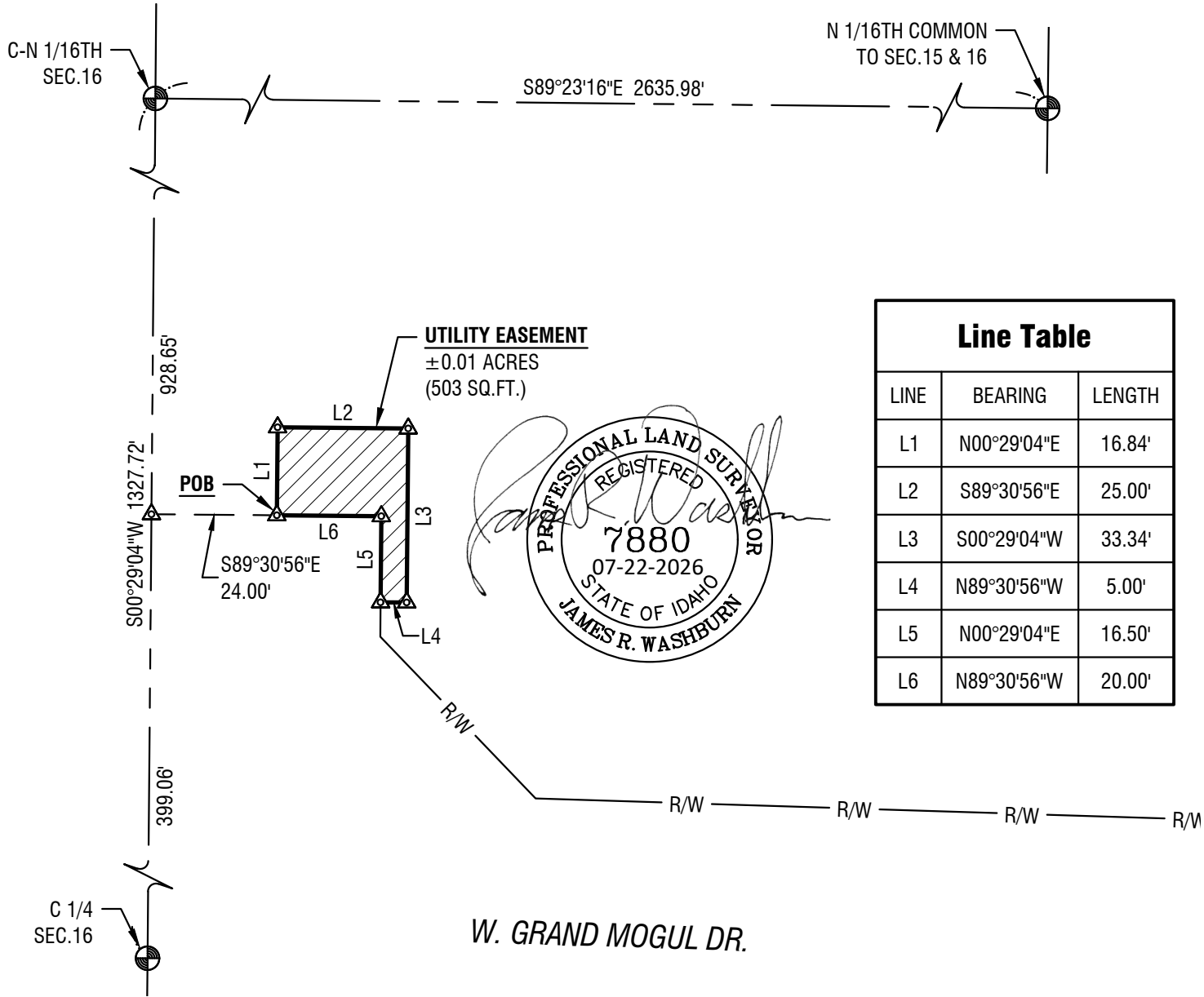


Exhibit B

Horizontal Scale: 1" = 30'



Line Table		
LINE	BEARING	LENGTH
L1	N00°29'04"E	16.84'
L2	S89°30'56"E	25.00'
L3	S00°29'04"W	33.34'
L4	N89°30'56"W	5.00'
L5	N00°29'04"E	16.50'
L6	N89°30'56"W	20.00'



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



Utility Easement City of Meridian Mogul Industrial Park Subdivision Phs 2

1 of 1



July 22, 2026
Project No. 124186

"EXHIBIT A"

MERIDIAN COMMERCE PARK
CITY OF MERIDIAN 30' UTILITY EASEMENT

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 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 681.27 feet to the POINT OF BEGINNING;

Thence South 88° 10' 09" East, a distance of 30.01 feet;

Thence South 01° 49' 51" West, a distance of 46.00 feet;

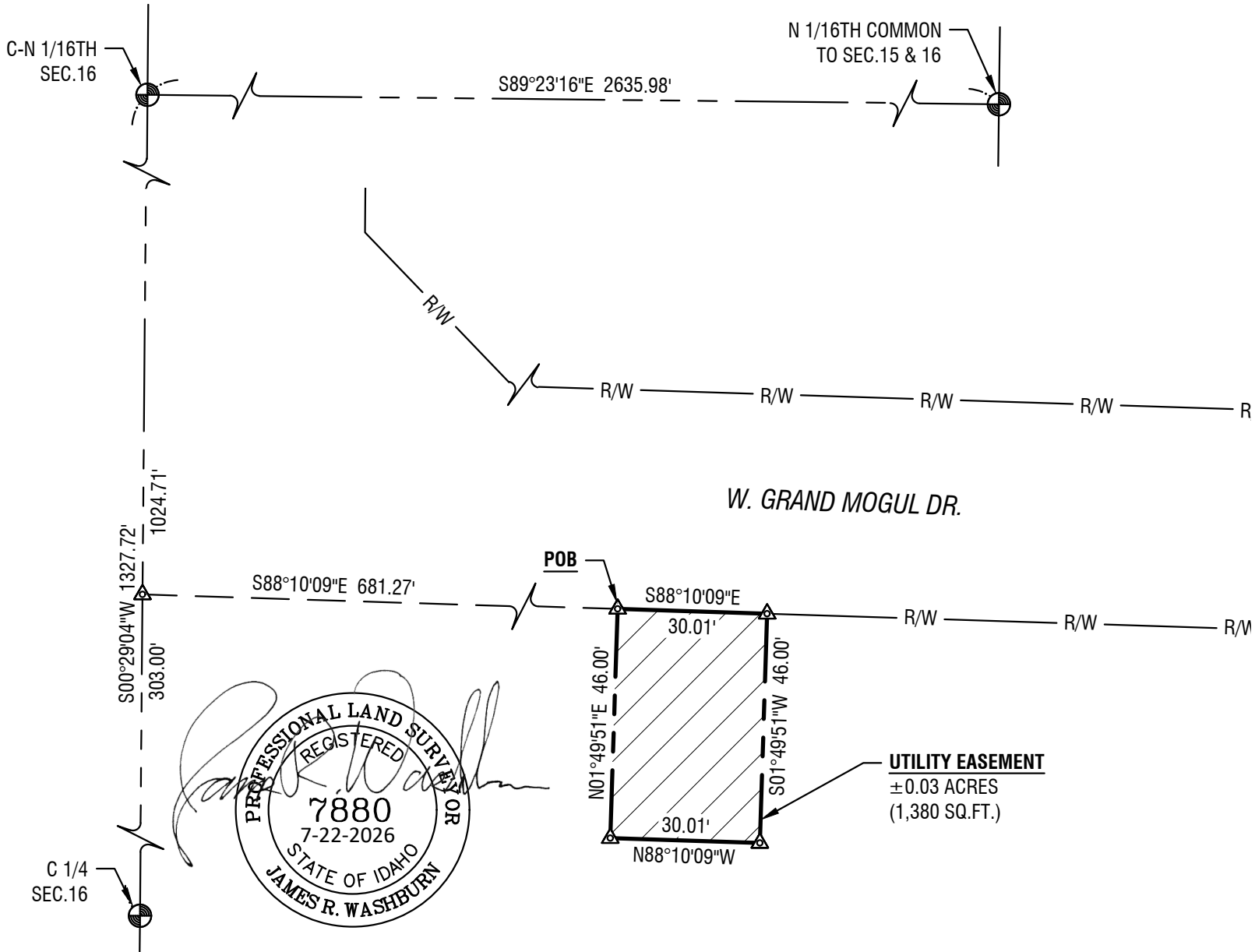
Thence North 88° 10' 09" West, a distance of 30.01 feet;

Thence North 01° 49' 51" East, a distance of 46.00 feet to the POINT OF BEGINNING.

PREPARED BY:
THE LAND GROUP, INC.

James R. Washburn





Utility Easement City of Meridian Mogul Industrial Park Subdivision Phs 2 1 of 1

Exhibit B

Horizontal Scale: 1" = 30'

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