Project Name or Subdivision Name:

The Village at Meridian

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
Record Number: ESMT-2026-0223

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between MERIDIAN CENTERCAL 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: MERIDIAN CENTERCAL LLC

Jean Paul Wardy, CEO

STATE OF IDAHO)
) ss
County of Ada)

PLEASE SEE ATTACHED

This record was acknowledged before me on _____(date) by _____ (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 _____ (name of entity on behalf of whom record was executed), in the following representative capacity: _____(type of authority such as officer or trustee)

Notary Stamp Below

_____
Notary Signature
My Commission Expires:_____

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 SEPTEMBER 18, 2024 before me, KATHLEEN DONLON, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared JEAN 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.

KATHLEEN DONLON
Notary Public - California
Los Angeles County
Commission # 2532536
My Comm. Expires Sep 15, 2029

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathleen Donlon
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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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:_____

THE LAND GROUP

September 3, 2026
Project No. 125109

EXHIBIT "A"

WATER EASEMENT
CAPITAL GRILLE
CITY of MERIDIAN

An easement being a portion of Parcel "B" as shown on Record of Survey No.#13558, located within Lot 2, Block 2, of Centercal Subdivision, as same is shown on the official plat thereof, recorded in Book 104 of Plats at Page 14163, Ada County Records, situate in a portion of the southwest one quarter of the southwest one quarter of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 4, thence on the west line of said Section 4, North 00° 34' 03" East, 881.65 feet, (from which the West One Quarter corner of said Section 4, bears North 00° 34' 03" East, 1736.84 feet, distance); thence leaving said west line, South 89° 25' 57" East, 167.74 feet, to a point on an existing City of Meridian sewer -water easement, recorded under Instrument No.112079721, Ada County records; thence the southern line of said existing sewer -water easement, South 89° 36' 40" East, 14.87 feet, to the **POINT OF BEGINNING**:

Thence continuing on said southern line, South 89° 36' 40" East, 20.00 feet;
Thence leaving said southern line, South 00° 23' 20" West, 23.75 feet;
Thence North 89° 36' 40" West, 20.00 feet;
Thence North 00° 23' 20" East, 23.75 feet, to the **POINT OF BEGINNING**.

The above-described easement contains 475 Ft^2, more or less.

THE LAND GROUP, INC.
Michael S. Femenia

PROFESSIONAL LAND SURVEYOR LICENSED 13550 STATE OF IDAHO MICHAEL S. FEMENIA

09/03/2026

Water Easement
for

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
2026

PROFESSIONAL LAND SURVEYOR
LICENSED
13650
STATE OF IDAHO
MICHAEL S. FEMENIA
09/03/2026

Line Table		
LINE	BEARING	LENGTH
L1	S89°36'40"E	20.00'
L2	S00°23'20"W	23.75'
L3	N89°36'40"W	20.00'
L4	N00°23'20"E	23.75'

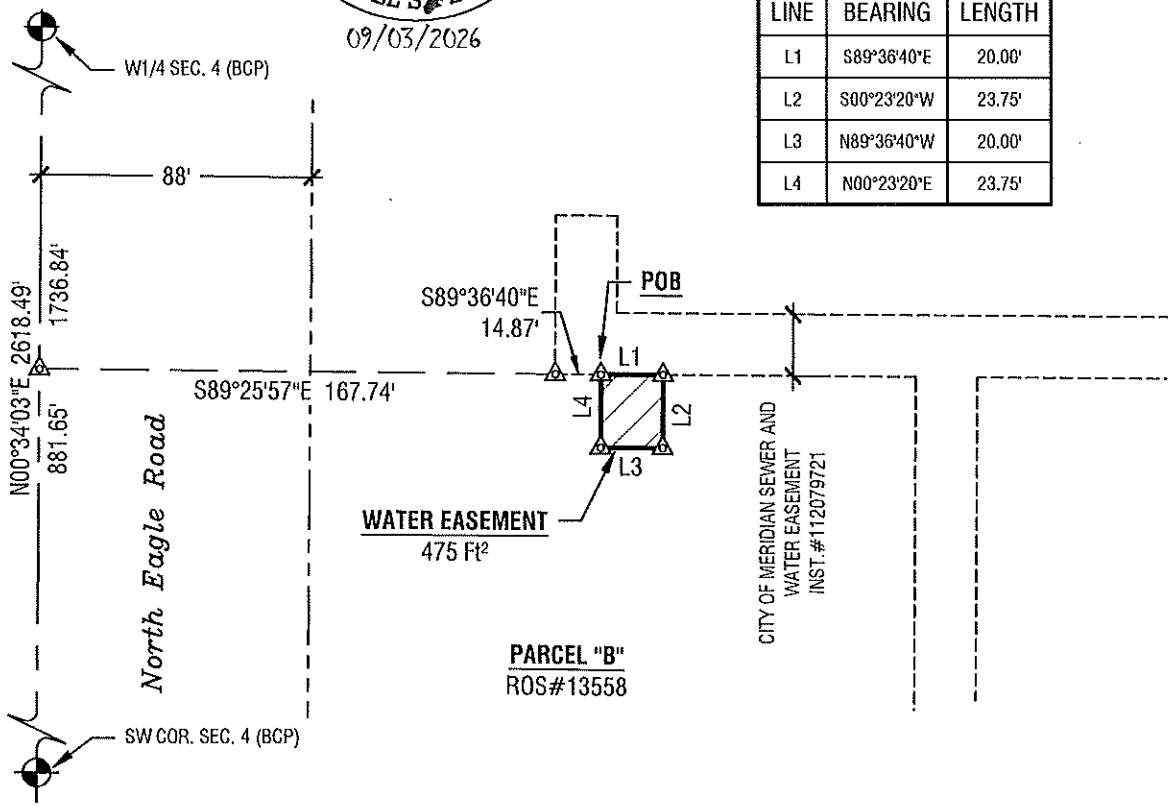


Exhibit "B"

Horizontal Scale: 1" = 60'

0 60' 120'

Project No.: 125109
Date of Issuance: September 3, 2026

THE LAND GROUP

Water Easement
City of Meridian
Capital Grille

1 of 1

File Location: g:\2025\125109\cad\survey\exhibits\125109 water ease capgrille 260903.dwg
Last Plotted By:mike femenia
Date Plotted: Thursday, September 3 2026 at 02:43 PM