

Project Name (Subdivision):

Keybank - Water Main Easement

Water Main Easement Number: 1

Identify this Easement by sequential number if Project contains more than one Water Main easement.

(See Instructions for additional information).

WATER MAIN EASEMENT

THIS Easement Agreement, made this 25th day of April, 2023 between GFI-Meridian Investments II, 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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:



STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on April 12, 2023 (date) by Trevor Grasser (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 GFI-Meridian Investments II, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)



Stephanie Hopkins
Notary Signature
My Commission Expires: 3/6/2029

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-25-2023

Attest by Chris Johnson, City Clerk 4-25-2023

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 4-25-2023 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature

My Commission Expires: 3-28-2028

April 10, 2023
Project No. 22-091
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement being a portion of Lot 1, Block 1 of Lost Rapids West Subdivision (Book 125 of Plats, Pages 20126-20128), situated in the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found aluminum cap marking the North 1/4 corner of said Section 27, which bears N89°17'35"W a distance of 2,647.29 feet from a found aluminum cap marking the Northeast corner of said Section 27;
Thence following the northerly line of said Northeast 1/4, S89°17'35"E a distance of 1,485.30 feet;
Thence leaving said northerly line, S00°42'25"W a distance of 72.00 feet to a found 5/8-inch rebar marking the Northwest corner of said Lot 1;
Thence following the boundary of said Lot 1 the following two (2) courses:
1. S00°00'18"E a distance of 302.80 feet to a found 1/2-inch rebar marking the Southwest corner of said Lot 1;
2. S89°17'16"E a distance of 14.00 feet to an existing City of Meridian Sewer and Water Easement per Instrument No. 2019-077073;

Thence leaving said boundary and following said existing easement the following two (2) courses:
1. N00°43'24"E a distance of 15.00 feet;
2. S89°17'16"E a distance of 57.18 feet to the **POINT OF BEGINNING**.

Thence leaving said existing easement, N00°42'44"E a distance of 15.50 feet;
Thence S89°17'16"E a distance of 14.17 feet to said existing easement;
Thence following said existing easement the following two (2) courses:
1. S00°42'44"W a distance of 15.50 feet;
2. N89°17'16"W a distance of 14.17 feet to the **POINT OF BEGINNING**.

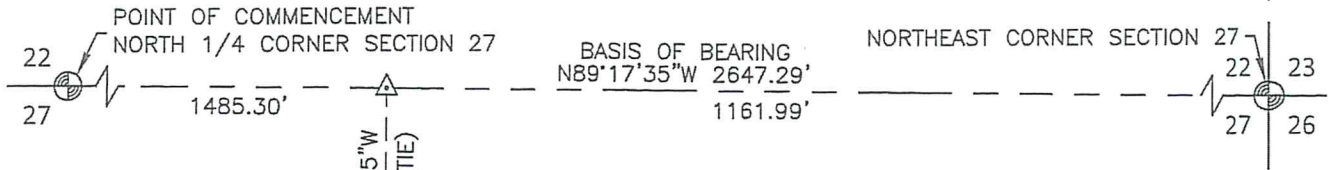
Said parcel contains 220 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records or surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

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



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W. Chinden Blvd.

LEGEND

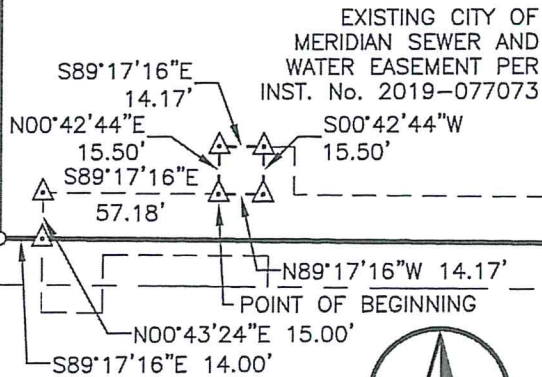
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR
- FOUND 1/2" REBAR
- CALCULATED POINT
- SECTION LINE
- BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- EXISTING EASEMENT LINE
- EASEMENT LINE

Lot 1, Block 1
 Lost Rapids West Subdivision
 Book 125, Pages 20126-20128



S00°00'18"E 302.80'

S00°42'25"W
72.00' (TIE)



0 60 120 180

Plan Scale: 1" = 60'



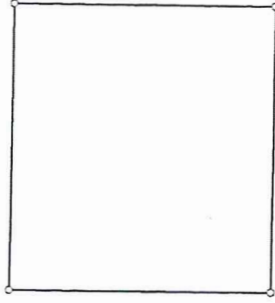
ENGINEERING
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 639-6939
 kmengllp.com

DATE: April 2023
 PROJECT: 22-091

SHEET:
 1 OF 1

Exhibit B City of Meridian Water Easement

A portion of Lot 1, Block 1, Lost Rapids West Subdivision, situated in the NE1/4 of the NE1/4 of Section 27, T4N., R1W., B.M., City of Meridian, Ada County, Idaho



Title:		Date: 04-07-2023
Scale: 1 inch = 10 feet	File: Deed Plotter.des	
Tract 1: 0.005 Acres: 220 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 59 Feet		
001=n00.4244e 15.50	003=s00.4244w 15.50	
002=s89.1716e 14.17	004=n89.1716w 14.17	