Project Name or Subdiv	ision Name:
Sessions Parkway Si	ubdivision /
	r Main Easement Number: I number if the project contains more than one easement of for additional information.
For Internal Use Only Record Number:	ESMT-2024-0109

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this	day of	20	between
GFI - Meridian Investments, LLC	("Grantor") a	nd the City of M	eridian, 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 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 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.

TOHAVE AND TOHOLD, 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: GFI - Meridian Investments, LLC Trevor Gasser, Manager

STATE OF IDAHO

SS

County of Ada

This record was acknowledged before me on 08 07 2024 (date) by Trevor Gasser (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, 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)

Notary Stamp Below

CHERYL HEATH
COMMISSION #20231130
NOTARY PUBLIC
STATE OF IDAHO
4Y COMMISSION EXPIRES 03/06/2029

Notary Signature

My Commission Expires: 03-04

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor	
Attest by Chris Johnson, City Clerk	_
STATE OF IDAHO,) : ss.	
County of Ada)	
	ore me on (date) by Robert E. Simison e City of Meridian, in their capacities as Mayor and City
Trouity Stating Descri	
	Notary Signature My Commission Expires:



August 6, 2024 Project No. 23-021 City of Meridian Sewer and Water Easement Legal Description

Exhibit A

A parcel of land for a City of Meridian Sewer and Water Easement situated in a portion of the Southwest 1/4 of the Northwest 1/4 of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the Northwest corner of said Section 4, which bears N00°36'00"E a distance of 2,611.39 feet from a found brass cap marking the West 1/4 corner of said Section 4, thence following the westerly line of said Northwest 1/4, S00°36'00"W a distance of 1,384.57 feet;

Thence leaving said westerly line, S89°24′00″E a distance of 70.00 feet to the Southwest corner of Southeast Corner Marketplace Subdivision No. 1 (Book 101 of Plats, Pages 13253-13255);

Thence following the southerly boundary of said Southeast Corner Marketplace Subdivision No. 1, S89°51′36″E a distance of 212.07 feet;

Thence leaving said southerly subdivision boundary, S00°00′00″E a distance of 134.55 feet to an existing City of Meridian Sewer and Water Easement as described per Instrument No. 2023-056725 and being **POINT OF BEGINNING 1.**

Thence following said existing easement, S00°00′00″E a distance of 30.00 feet to a point hereinafter referred to as POINT "A";

Thence leaving said existing easement, N90°00′00″W a distance of 5.00 feet;

Thence N00°00′00″E a distance of 30.00 feet;

Thence N90°00′00″E a distance of 5.00 feet to POINT OF BEGINNING 1.

Said parcel contains 150 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as POINT "A", thence S27°34′39″E a distance of 122.69 feet to said existing easement and being **POINT OF BEGINNING 2.**

Thence N90°00'00"E a distance of 6.00 feet;

Thence S00°00'00"E a distance of 20.00 feet;

Thence N90°00′00″W a distance of 6.00 feet to said existing easement;

Thence following said existing easement, N00°00′00″E a distance of 20.00 feet to POINT OF BEGINNING 2.

Said parcel contains 120 square feet, more or less.

TOGETHER WITH:

Commencing at **POINT OF BEGINNING 2**, thence S86°49′23″W a distance of 59.87 feet to said existing easement and being **POINT OF BEGINNING 3**.

Thence following said existing easement, S00°00′00″E a distance of 20.00 feet to a point hereinafter referred to as POINT "B";

Thence N90°00′00″W a distance of 9.00 feet; Thence N00°00′00″E a distance of 20.00 feet; Thence N90°00′00″E a distance of 9.00 feet to POINT OF BEGINNING 3.

Said parcel contains 180 square feet, more or less.

TOGETHER WITH:

Commencing at a point referred to as POINT "B", thence S65°30′04"E a distance of 65.70 feet to said existing easement and being POINT OF BEGINNING 4.

Thence N90°00'00"E a distance of 11.92 feet;

Thence S00°00′00″E a distance of 20.97 feet to said existing easement;

Thence following said existing easement the following two (2) courses:

- 1. N90°00′00″W a distance of 11.92 feet to a point hereinafter referred to as POINT "C";
- 2. N00°00′00″E a distance of 20.97 feet to POINT OF BEGINNING 4.

Said parcel contains 250 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as POINT "C", thence S32°23'06" W a distance of 77.82 feet to said existing easement and being **POINT OF BEGINNING 5.**

Thence following said existing easement, 14.88 feet along the arc of a curve to the right, said curve having a radius of 27.50 feet, a delta angle of 31°00′34″, a chord bearing of S23°57′17″W and a chord distance of 14.70 feet to an existing City of Meridian Sewer and Water Easement as described per Instrument No. 104048418;

Thence leaving said existing easement per Instrument No. 2023-056725 and following said existing easement per Instrument No. 104048418, N62°08'43"W a distance of 1.00 feet;

Thence leaving said existing easement, N27°51'17"E a distance of 14.67 feet to POINT OF BEGINNING 5.

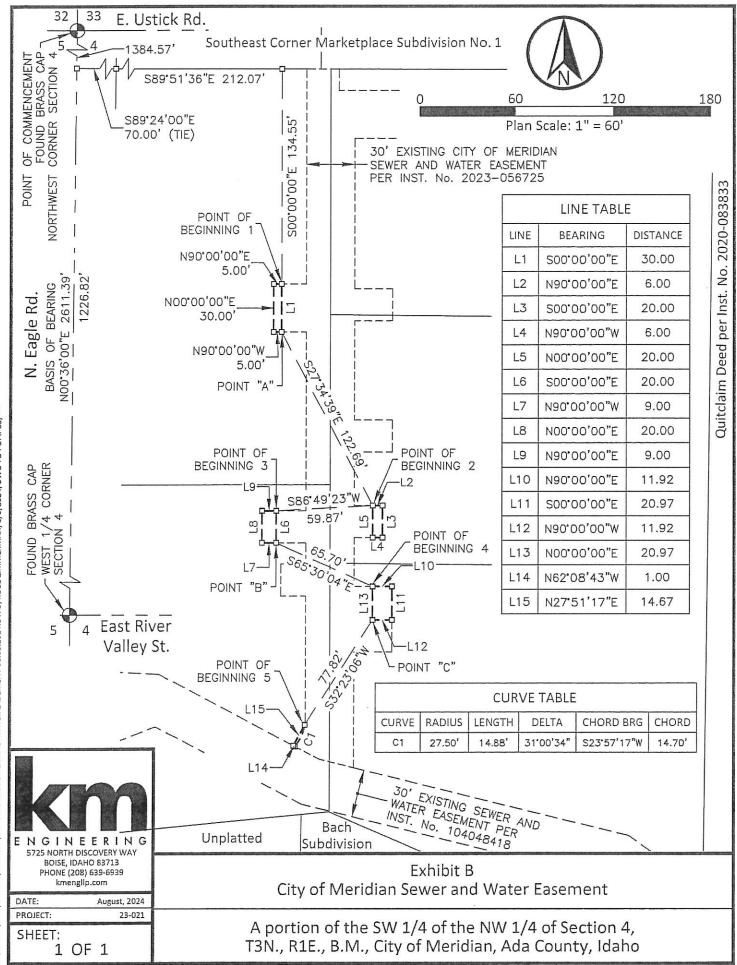
Said parcel contains 17 square feet, more or less.

Said description contains a total of 717 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 of 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.





P:\Z3-021\CAD\SURVEY\EXHIBITS\\Z3-021 ADD'L SEWER AND WATER EASEMENT 08.05.2024.DWG, KOBE ZIMMERMAN, 8/6/2024, DWG TO PDF.PC3,

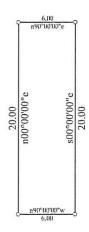


Title: Date: 08-06-2024

Scale: 1 inch = 10 feet File: Deed Plotter.des

Tract 1: 0.003 Acres: 150 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 70 Feet

001=s00.0000e 30.00 002=n90.0000w 5.00 003=n00.0000e 30.00 004=n90.0000e 5.00

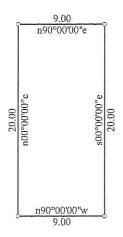


Title: Date: 08-06-2024

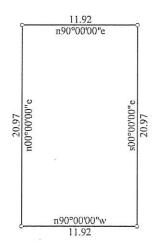
Scale: 1 inch = 10 feet | File: Deed Plotter.des

Tract 1: 0.003 Acres: 120 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 52 Feet

001=n90.0000e 6.00 002=s00.0000e 20.00 003=n90.0000w 6.00 004=n00.0000e 20.00



Title:		Date: 08-06-2024	
Scale: 1 inch = 10 feet	File: Deed Plotter.des		
Tract 1: 0.004 Acres: 180 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 58 Feet			
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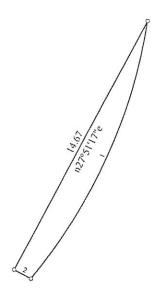
 Title:
 Date: 08-06-2024

 Scale: 1 inch = 10 feet
 File: Deed Plotter.des

 Tract 1: 0.006 Acres: 250 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 66 Feet

 001=n90.0000e 11.92
 003=n90.0000w 11.92

 002=s00.0000e 20.97
 004=n00.0000e 20.97



Title: Date: 08-06-2024

Scale: 1 inch = 5 feet

File: Deed Plotter.des

Tract 1: 0.000 Acres: 17 Sq Feet: Closure = s27.3645w 0.00 Feet: Precision =1/19485: Perimeter = 31 Feet

001: Rt, R=27.50, Delta=31.0034 Bng=s23.5717w, Chd=14.70 002=n62.0843w 1.00

003=n27.5117e 14.67