

Project Name (Subdivision):

Lost Rapids Subdivision

Water Main Easement Number: 2

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 23rd day of June, 2021 between Costco Wholesale Corporation, a Washington corporation (“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: COSTCO WHOLESALE CORPORATION

Gail E. Tsuboi
Gail E. Tsuboi, AVP / Assistant Secretary

STATE OF WASHINGTON)
) SS.:
County of King)

I certify that I know or have satisfactory evidence that Gail E. Tsuboi is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the AVP / Assistant Secretary of COSTCO WHOLESALE CORPORATION, to be its free and voluntary act for the uses and purposes mentioned in the instrument.

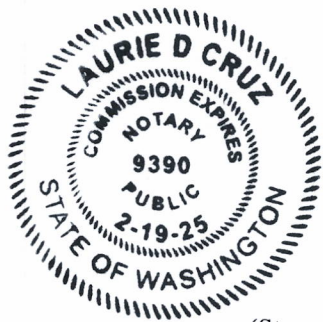
Dated this 23rd day of June, 2021.

Laurie D Cruz
(Signature of Notary)

Laurie D. Cruz
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at: King County

My appointment expires: 02-19-2025



(Stamp)

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-6-2021

Attest by Chris Johnson, City Clerk 7-6-2021

STATE OF IDAHO,)
) SS.:
County of Ada)

This record was acknowledged before me on 7-6-2021 (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: 3-28-2022

June 17, 2021
Lost Rapids Townhomes
Project No. 17-192
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement over a portion of Lot 3, Block 1 of Lost Rapids Subdivision (Book 119 of Plats, Pages 18,496-18,501) 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 Section 27, S89°17'35"E a distance of 1,536.88 feet;

Thence leaving said northerly line, S00°42'25"W a distance of 1,055.75 feet to the **POINT OF BEGINNING**.

Thence S65°08'20"E a distance of 22.74 feet to the southerly line of said Lot 3, Block 1;

Thence following said southerly line, N89°15'45"W a distance of 98.34 feet to the Southwest corner of said Lot 3, Block 1;

Thence leaving said southerly line and following the westerly subdivision boundary line of said Lost Rapids Subdivision, N00°42'24"E a distance of 9.29 feet;

Thence leaving said westerly subdivision boundary line, S89°15'45"E a distance of 77.59 feet to the **POINT OF BEGINNING**.

Said parcel contains 817 square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

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

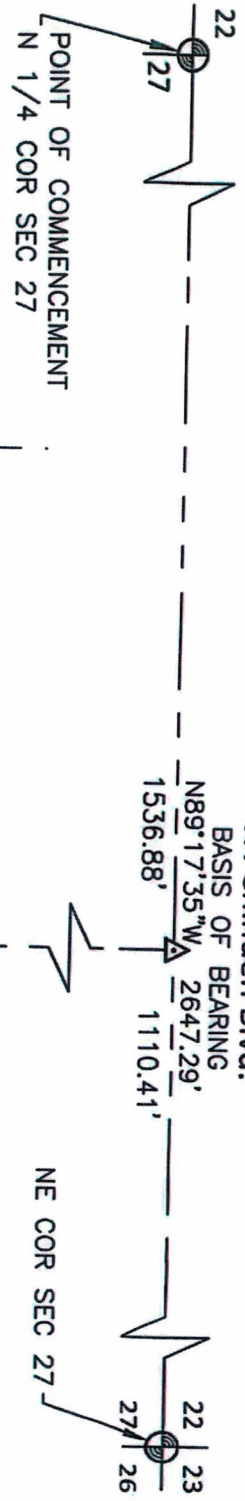
Attached hereto is **EXHIBIT B** and by this reference is hereby made a part hereof.



6/17/21



W. Lost Rapids Dr.



W. Chinden Blvd.
BASIS OF BEARING
N89°17'35"W
1536.88'

Lot 3,
Block 1

S00°42'25"W
1055.75' (TIE)

POINT OF BEGINNING

Unplatted

Lot 2,
Block 1

Lost Rapids Subdivision
(Book 119 of Plats, Pages 18496-18501)



LEGEND

	FOUND ALUMINUM CAP
	CALCULATED POINT
	SECTION LINE
	EASEMENT LINE
	BOUNDARY LINE
	TIE LINE

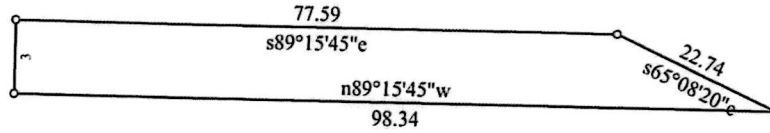


Exhibit B - City of Meridian Water Easement Lost Rapids Townhomes

Situated in a portion of the NE 1/4 of the NE 1/4 of Sec. 27,
T.4N., R.1W., B.M., City of Meridian, Ada County, Idaho

DATE: June 2021
PROJECT: 17-192
SHEET: 1 OF 1

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



Title:		Date: 06-17-2021
Scale: 1 inch = 25 feet	File:	
Tract 1: 0.019 Acres: 817 Sq Feet: Closure = n14.3101e 0.00 Feet: Precision = 1/50628: Perimeter = 208 Feet		
001=s65.0820e 22.74	003=n00.4224e 9.29	
002=n89.1545w 98.34	004=s89.1545e 77.59	