

**Project Name (Subdivision):**

Project: SWIG / Subdivision: Lost Rapids Subdivision

**Water Service Easement Number: ESMT-2023-0163**

Identify this Easement by sequential number if Project contains more than one Water Service easement.  
( See Instructions for additional information).

**WATER SERVICE EASEMENT**

THIS Easement Agreement, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ 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 service right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS , the water service 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 services 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 service 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: GFI - Meridian Investments II, LLC

Trevor Gasser  
\_\_\_\_\_  
Utah  
STATE OF ~~IDAHO~~ )  
Davis ) ss  
County of ~~Ada~~ )

This record was acknowledged before me on 10/30/2023 (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 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)

(stamp)

Scott Teuscher  
\_\_\_\_\_  
Notary Signature  
My Commission Expires: 11-4-2026



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.

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires!" \_\_\_\_\_

October 6, 2023  
Lost Rapids West Subdivision  
Project No. 23-214  
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 2, 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 being more particularly described as follows:

Commencing at a found 5/8-inch rebar marking the Southeast corner of said Lot 2, which bears S89°17'16"E a distance of 85.00 feet from a 1/2-inch rebar marking the Southwest corner of said Lot 2, thence following the southerly line of said Lot 2, N89°17'16"W a distance of 16.96 feet;  
Thence leaving said southerly line, N00°42'44"E a distance of 15.00 feet to the northerly line of an existing City of Meridian sewer and water easement as described per Instrument No. 2019-077073 and being the **POINT OF BEGINNING**.

Thence following said northerly existing easement line, N89°17'16"W a distance of 20.00 feet;  
Thence leaving said northerly existing easement line, N00°37'42"E a distance of 20.00 feet;  
Thence S89°17'16"E a distance of 20.00 feet;  
Thence S00°37'42"W a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 400 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.

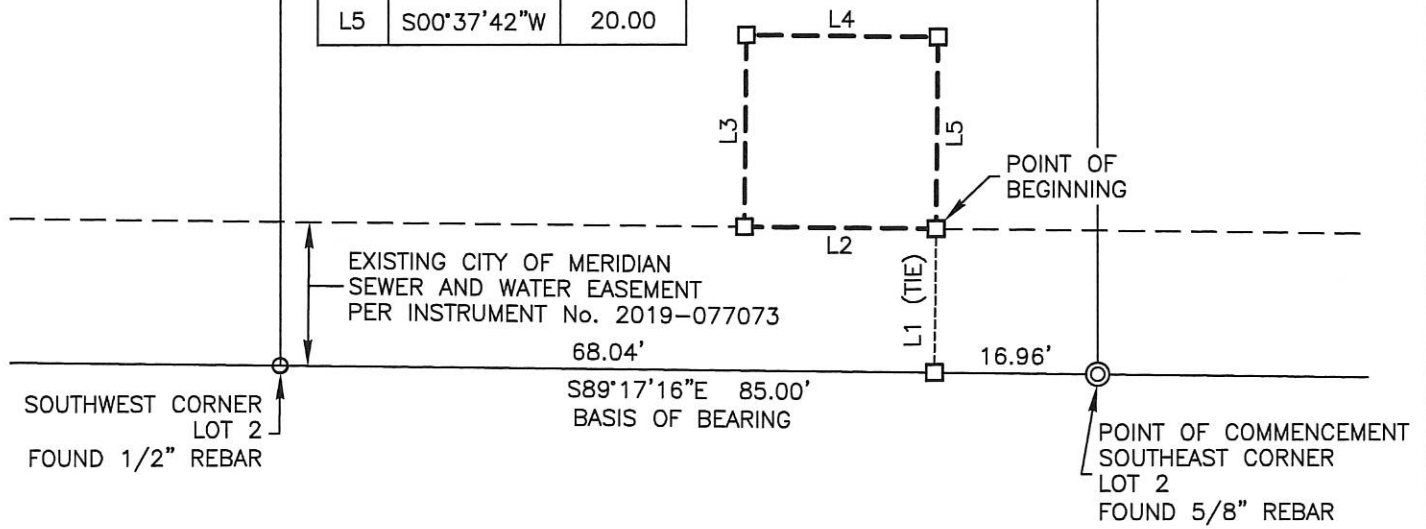


Lot 2, Block 1  
Lost Rapids West Subdivision

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | N00°42'44"E | 15.00    |
| L2         | N89°17'16"W | 20.00    |
| L3         | N00°37'42"E | 20.00    |
| L4         | S89°17'16"E | 20.00    |
| L5         | S00°37'42"W | 20.00    |

Lot 1, Block 1  
Lost Rapids  
West Subdivision

Lot 5, Block 1  
Lost Rapids  
Subdivision



Lot 3, Block 1  
Lost Rapids Subdivision



Plan Scale: 1" = 20'

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

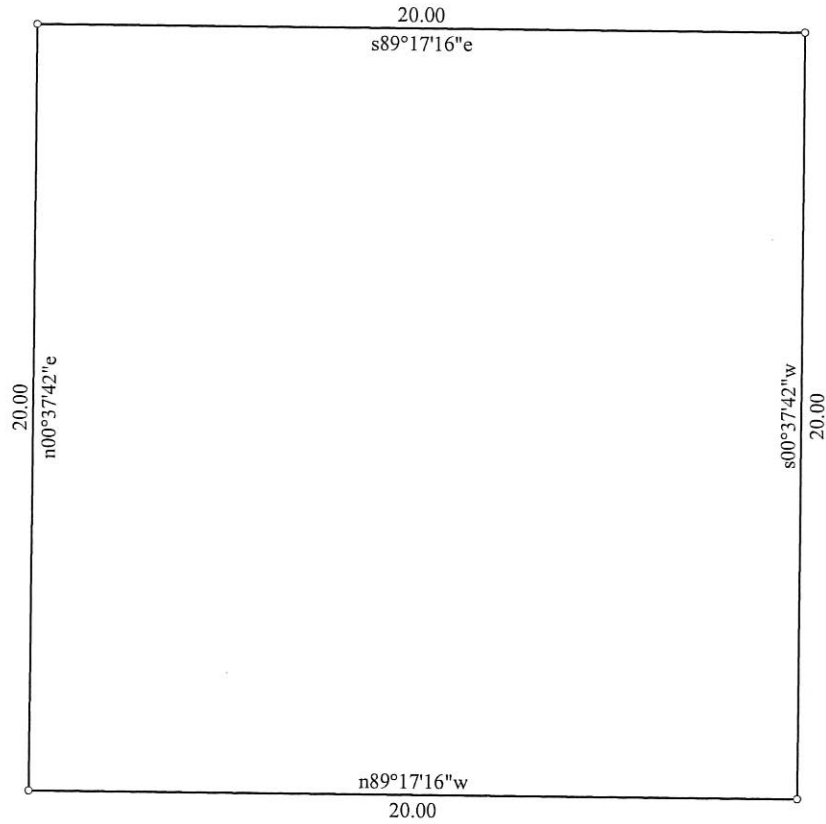
DATE: October 2023  
PROJECT: 23-214

SHEET:  
1 OF 1

Exhibit B  
City of Meridian Water Easement

A Portion of Lot 2, Block 1 of Lost Rapids West Subdivision  
NE 1/4 Sec. 27, T4N., R1W., B.M., City of Meridian, Ada County, Idaho

P:\23-214\CAD\SURVEY\EXHIBITS\23-214 WATER EASEMENT.DWG, KOBE ZIMMERMAN, 10/6/2023, DWG TO PDF.PCS, 08.5X11 P [PDF]



|  |                     |                  |
|--|---------------------|------------------|
| Title:   |                     | Date: 10-06-2023 |
| Scale: 1 inch = 5 feet   | File:               |                  |
| Tract 1: 0.009 Acres: 400 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 80 Feet |                     |                  |
| 001=n89.1716w 20.00  | 003=s89.1716e 20.00 |                  |
| 002=n00.3742e 20.00  | 004=s00.3742w 20.00 |                  |