

Project Name or Subdivision Name:

Raising Cane's - C1218 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-2025-0020_____

WATER MAIN EASEMENT

THIS Easement Agreement made this 4th day of March 20 25 between
GFI-MERIDIAN INVESTMENTS, 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

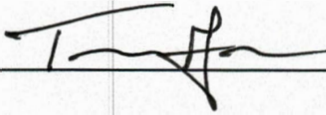
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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: GFI-MERIDIAN INVESTMENTS, LLC



STATE OF ^{UTAH}~~IDAHO~~)
) ss
County of ^{Ada}~~Ada~~ ^{Davis})

This record was acknowledged before me on 2/18/25 (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





Notary Signature
My Commission Expires: July 5, 2027

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 3-4-2025

Attest by Chris Johnson, City Clerk 3-4-2025

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 3-4-2025 (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: _____

EXHIBIT A

February 13, 2025

Easement Description

A parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho said point also being in Lot 1, Block 1, of the Sessions Parkway Subdivision and being more particularly described as follows:

Commencing at the Northwest Corner of Section 4, Township 3 North, Range 1 East, Boise Meridian, from which the West Quarter Corner of said Section 4 bears South 0°36'00" West, a distance of 2611.39 feet; thence along the Section line of said Section 4, South 0°36'00" West, a distance of 1385.13 feet, and South 89°51'36" East, a distance of 297.49 feet to the most Northwesterly Corner of the Sewer and Water Easement recorded in Instrument Number 2023-056725 in the office of the Ada County Recorders Office, to the City of Meridian, and South 00°00'05" West, a distance of 132.41 feet to the POINT OF BEGINNING;

THENCE South 00°00'00" East, a distance of 2.09 feet;

THENCE North 90°00'00" West, a distance of 20.42 feet;

THENCE North 00°00'00" East, a distance of 2.09 feet;

THENCE North 90°00'00" East, a distance of 20.42 feet to the POINT OF BEGINNING.

Containing: 42.678 square feet or 0.001 acres, more or less.



K:\BOL_Civil\093610018 RC1218 Meridian (Eagle & Ustick)\Project Files\KH-Survey\Exhibits\CAD\Additional Easement Exhibit\Raising Canes-Easement-Exhibit B.dwg Exhibit Sheet 1 Feb 13, 2025 1:34pm by: Brad.Daley

32
POC 5

33
4

NORTHWEST CORNER OF
SECTION 4, T3N, R1E, B.M.
(CP&F NO. 113077810)

1385.13'

S89°51'36"E 297.49'

(BASIS OF BEARINGS)
S0°36'00"W 2,611.39'

CITY OF MERIDIAN SANITARY
SEWER AND
WATER MAIN EASEMENT
INST. NO. 2023-056725,
ADA COUNTY RECORDS

S0°00'05"W 132.41'

Easement Area
42.678 Sq. Ft.
0.001 Acre

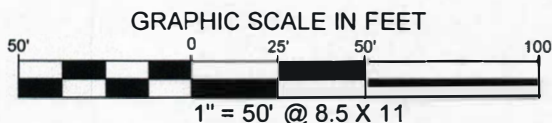
5' X 30' CITY OF MERIDIAN
SANITARY SEWER AND WATER
EASEMENT. INST. NO. 2024-046604
ADA COUNTY RECORDS

L3 L4 POB
L2 L1

5 4
WEST QUARTER CORNER OF
SECTION 4, T3N, R1E, B.M.
(CP&F NO. 113077809)

LEGEND

- SECTION LINE
- BOUNDARY LINE
- TIE LINE
- EASEMENT LINE
- EASEMENT AREA
- SECTION CORNER
- QUARTER CORNER
- CALCULATED POINT



Kimley»Horn

1100 W. IDAHO STREET
SUITE 210
BOISE, IDAHO 83702
PHONE: (208) 297-2885
www.kimley-horn.com

PROJECT:

EASEMENT

TITLE:

EXHIBIT "B"

JOB NO.: 093610018

SCALE: 1" = 50'

DATE: 2025_02_13

SHEET:

SHEET 2 OF 2