

Project Name or Subdivision Name:

Gasser Land Development Subdivision No. 1

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-2026-0190

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between
GFI - MERIDIAN INVESTMENTS III 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 III LLC - Trevor Gasser, Manager



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

This record was acknowledged before me on Aug 13, 2026 (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 III 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

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.

Notary Stamp Below

Notary Signature

My Commission Expires: _____

July 31, 2026
Project No. 25-129
Legal Description
City of Meridian Water Easement

Exhibit A

Parcels of land for a City of Meridian Water Easement situated in a portion of the West 1/2 of the Southwest 1/4 of Section 11, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the Southwest corner of said Section 11, which bears S00°52'00"W a distance of 2,646.23 feet from a found brass cap marking the West 1/4 corner of said Section 11;
Thence following the westerly line of said West 1/2 of the Southwest 1/4, N00°52'00"E a distance of 1,328.46 feet;
Thence leaving said westerly line, S89°08'00"E a distance of 155.60 feet to **POINT OF BEGINNING 1.**

Thence N01°00'31"E a distance of 30.50 feet;
Thence S89°08'00"E a distance of 20.00 feet;
Thence S01°00'31"W a distance of 30.50 feet to a point hereinafter referred to as "POINT A";
Thence N89°08'00"W a distance of 20.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 610 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as "POINT A", thence S00°52'00"W a distance of 74.00 feet to **POINT OF BEGINNING 2.**

Thence S00°52'00"W a distance of 20.50 feet;
Thence N89°08'00"W a distance of 20.00 feet to a point hereinafter referred to as "POINT B";
Thence N00°52'00"E a distance of 20.50 feet;
Thence S89°08'00"E a distance of 20.00 feet to **POINT OF BEGINNING 2.**

Said parcel contains 410 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as "POINT B", thence S00°52'00"W a distance of 379.50 feet to **POINT OF BEGINNING 3.**

Thence S89°08'00"E a distance of 20.00 feet;
Thence S00°52'00"W a distance of 25.50 feet to a point hereinafter referred to as "POINT C";
Thence N89°08'00"W a distance of 20.00 feet;
Thence N00°52'00"E a distance of 25.50 feet to **POINT OF BEGINNING 3.**

Said parcel contains 510 square feet, more or less.

TOGETHER WITH:

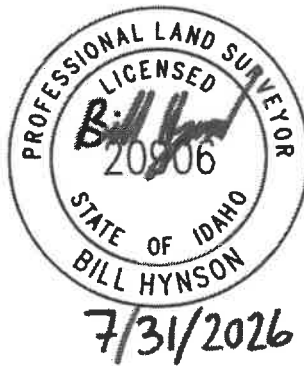
Commencing at a point previously referred to as "POINT C", thence S26°27'12"E a distance of 835.01 feet to **POINT OF BEGINNING 4.**

Thence S89°09'36"E a distance of 20.00 feet;
Thence S00°50'24"W a distance of 16.26 feet;
Thence N89°09'36"W a distance of 20.00 feet;
Thence N00°50'24"E a distance of 16.26 feet to **POINT OF BEGINNING 4.**

Said parcel contains 325 square feet, more or less.

Said descriptions contain a total of 1,855 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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



WEST 1/4 CORNER
SECTION 11

W. Pine Avenue

N. Ten Mile Road

BASIS OF BEARING
N00°52'00"E 2646.23'
1328.46'

S89°08'00"E 155.60' (TIE)

POINT OF BEGINNING 1

W. Marcon Dr. (Proposed)

POINT OF BEGINNING 2

"POINT B"

S00°52'00"W
379.50' (TIE)

POINT OF
BEGINNING 3

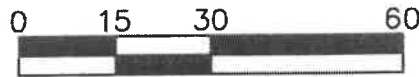
W. Entrada St. (Proposed)

S26°27'12"E
835.01' (TIE)

POINT OF
BEGINNING 4

W. Franklin Road

POINT OF COMMENCEMENT
SOUTHWEST CORNER
SECTION 11



Plan Scale

km

ENGINEERING

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

DATE: July 2026
PROJECT: 25-129

SHEET:
1 OF 2

Exhibit B
City of Meridian Water Easement

Portions of the W 1/2 of the SW 1/4, Section 11,
T3N, R1W, Boise Meridian, City of Meridian, Ada County, Idaho

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°00'31"E	30.50'
L2	S89°08'00"E	20.00'
L3	S01°00'31"W	30.50'
L4	N89°08'00"W	20.00'
L5	S00°52'00"W	20.50'
L6	N89°08'00"W	20.00'
L7	N00°52'00"E	20.50'
L8	S89°08'00"E	20.00'
L9	S89°08'00"E	20.00'
L10	S00°52'00"W	25.50'
L11	N89°08'00"W	20.00'
L12	N00°52'00"E	25.50'
L13	S89°09'36"E	20.00'
L14	S00°50'24"W	16.26'
L15	N89°09'36"W	20.00'
L16	N00°50'24"E	16.26'

LEGEND

	FOUND BRASS CAP
	CALCULATED POINT
	EASEMENT LINE
	BOUNDARY LINE
	SECTION LINE
	SURVEY TIE LINE

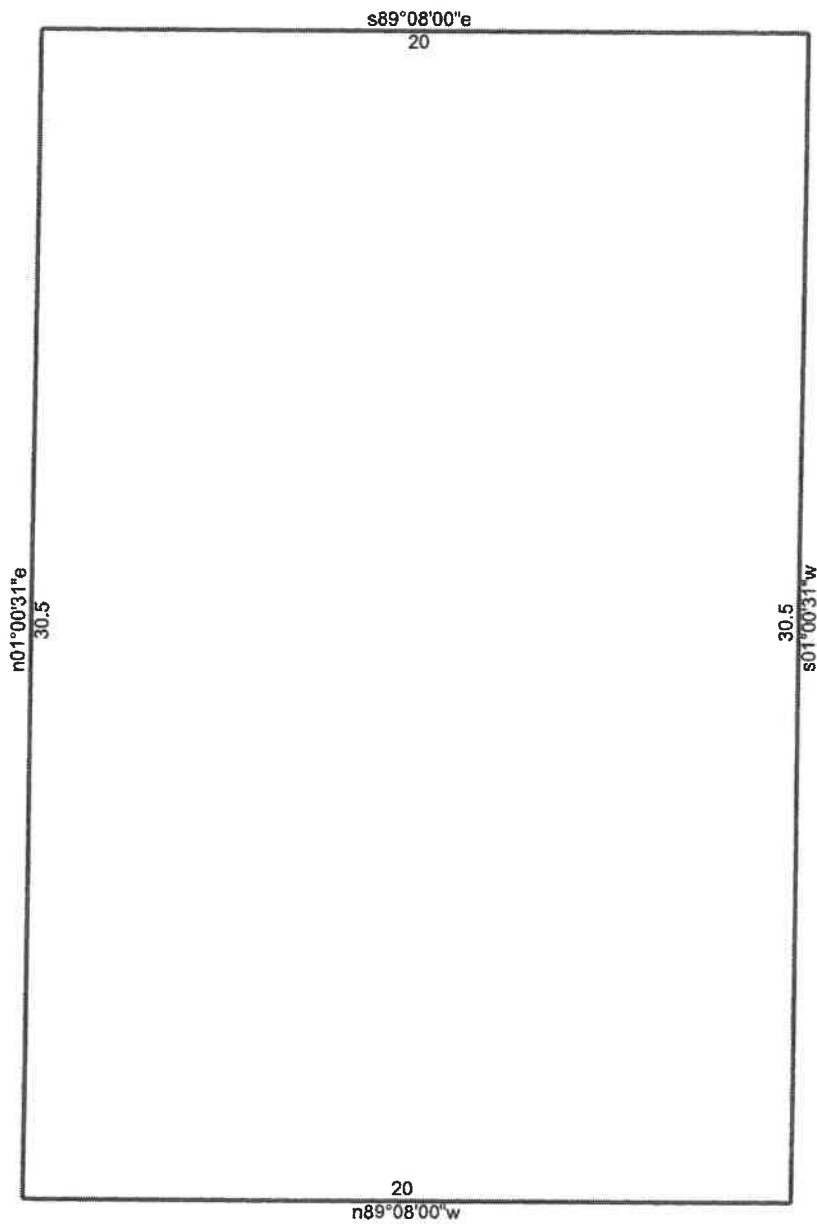


DATE: July 2026
PROJECT: 25-129

SHEET:
2 OF 2

Exhibit B City of Meridian Water Easement

Portions of the W 1/2 of the SW 1/4, Section 11,
T3N, R1W, Boise Meridian, City of Meridian, Ada County, Idaho



7/31/2026

Scale: 1 inch= 5 feet

File:

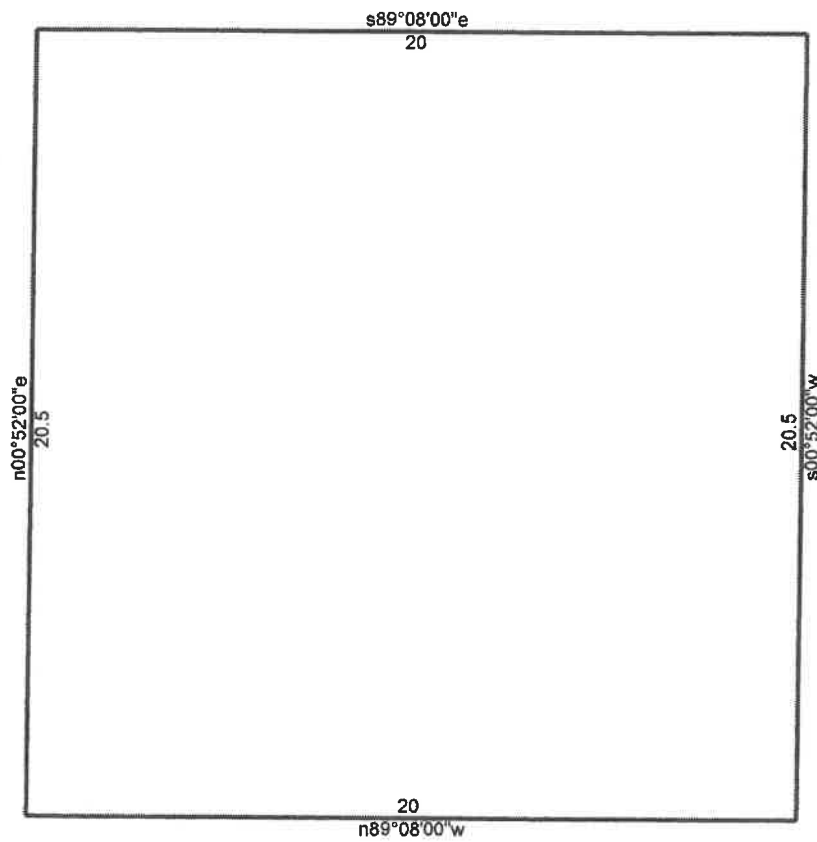
Tract 1: 0.0140 Acres (610 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=101 ft.

01 n01.0031e 30.5

02 s89.0800e 20

03 s01.0031w 30.5

04 n89.0800w 20



7/31/2026

Scale: 1 inch= 5 feet

File:

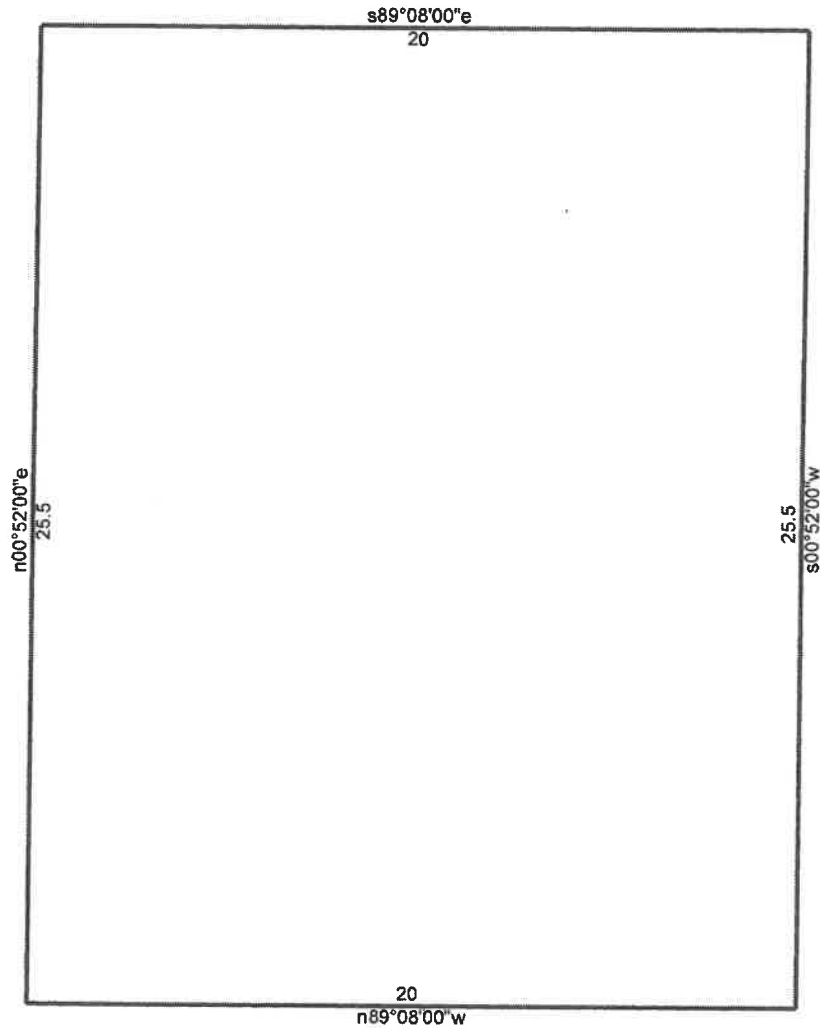
Tract 1: 0.0094 Acres (410 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=81 ft.

01 s00.5200w 20.5

02 n89.0800w 20

03 n00.5200e 20.5

04 s89.0800e 20



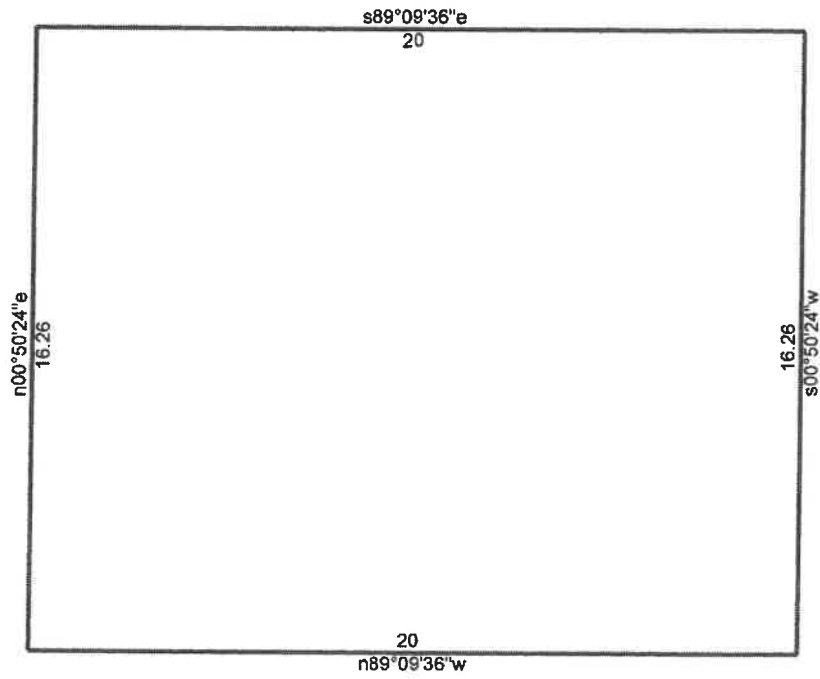
7/31/2026

Scale: 1 inch= 5 feet

File:

Tract 1: 0.0117 Acres (510 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=91 ft.

01 s89.0800e 20
02 s00.5200w 25.5
03 n89.0800w 20
04 n00.5200e 25.5



7/31/2026

Scale: 1 inch= 5 feet

File:

Tract 1: 0.0075 Acres (325 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=73 ft.

01 s89.0936e 20
02 s00.5024w 16.26
03 n89.0936w 20
04 n00.5024e 16.26