

Project Name (Subdivision):

Slim Chickens - Water Easement

Water Main Easement Number: _____

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

ESMT-2023-0068

WATER MAIN EASEMENT

THIS Easement Agreement, made this 23rd day of May, 2023 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, 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:



Utah
STATE OF ~~IDAHO~~)
Davis) ss
County of ~~Ada~~)

This record was acknowledged before me on 04/21/2023 (date) by Trevor Gassel
(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)



Notary Signature
My Commission Expires: 01-27-2025

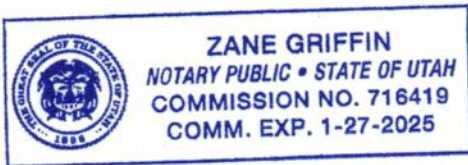


Exhibit A

Water Easement

A water easement being a portion of Lot 7, Block 1 of Lost Rapids Subdivision (Book 119 of Plats, Pages 18496-18501), situated in 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:

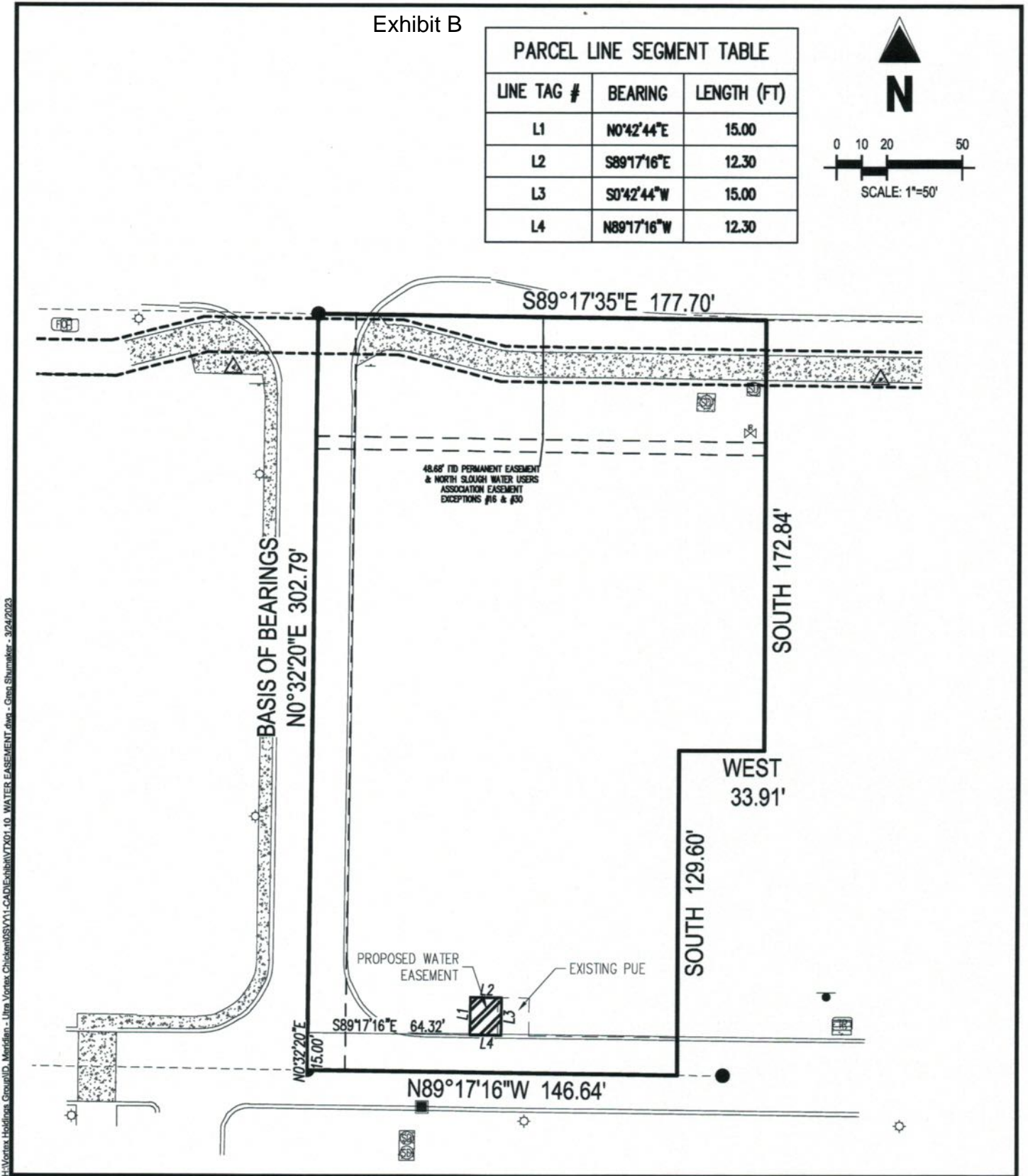
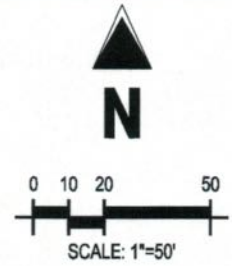
Beginning at a points 15.00 feet $N00^{\circ}32'20''E$ along the westerly boundary line of said lot 7, and 64.32 feet $S89^{\circ}17'16''E$ from a 5/8-inch rebar marking the southwest corner of said Lot 7; running thence $N00^{\circ}42'44''E$ 15.00 feet; thence $S89^{\circ}17'16''E$ 12.30 feet; thence $S00^{\circ}42'44''W$ 15.00 feet; thence $N89^{\circ}17'16''W$ 12.30 feet to the Point of Beginning.

Said parcel contains 184.52 sq. ft. or 0.004 acres, more or less

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.

Exhibit B

PARCEL LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L1	N0°42'44"E	15.00
L2	S89°17'16"E	12.30
L3	S0°42'44"W	15.00
L4	N89°17'16"W	12.30



H:\Vortex Holdings - GroupID - Meridian - Ultra Vortex Chicken\05VX11-CAD\E\chibi\VTX01.10 - WATER EASEMENT.dwg - Greg Shumaker - 3/24/2023

Vortex Holdings Group
Ultra Vortex Chicken

WATER EASEMENT

Project No: VTX000001.20
 Drawn By: GJS
 Checked By: TWO
 Date: 03/24/2023

Galloway

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