

Project Name or Subdivision Name:

INGLEWOOD PLACE SUBDIVISION NO. 2 - Water Meter Easement

Water Main Easement Number: 1 - Water Meter Easement - Lot 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-2024-0063

WATER MAIN EASEMENT

THIS Easement Agreement made this 28th day of MAY, 2024 between Eagle & Victory Holdings 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: Eagle & Victory Holdings LLC

BY: James Petersen

Managing Member of North American Management, LLC, the Manager of Eagle & Victory Holdings LLC

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On this 6 day of May, 2024, before me, Teal LaRoque, a Notary Public in and for the State of Utah, personally appeared James Petersen (signer), known or identified to me to be the Managing Member (officer title) of North American Management, LLC (constituent entity) a Utah Limited Liability Company, the manager of Eagle & Victory Holdings LLC (maker), an Idaho Limited Liability Company, and acknowledged to me that he executed the within instrument on behalf of said Limited Liability Company, and that such Limited Liability Company executed the same in said name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for UTAH

Residing at Salt Lake County

My commission expires 03-31-25



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 5-28-2024

Attest by Chris Johnson, City Clerk 5-28-2024

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 5-28-2024 (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: 3-28-2028

EXHIBIT 'A'

10 X 10 WATER METER EASMENT:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF MERIDIAN, COUNTY OF ADA, STATE OF IDAHO, SAID PARCEL BEING A PORTION OF LOT 1, BLOCK 3, INGLEWOOD PLACE SUBDIVISION NO. 2, RECORDED AS INSTRUMENT NO.: 2023-041500, IN BOOK 126, AT PAGE 20292-20293 OF PLATS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 1, BLOCK 3, INGLEWOOD PLACE SUBDIVISION NO. 2, SAID BEGINNING POINT ALSO BEING IN THE EAST LINE OF S. EAGLE ROAD, AND BEING NORTH 0°00'25" WEST, ALONG THE SECTION LINE, A DISTANCE OF 117.92 FEET AND NORTH 89°39'35" EAST, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 48.00 FEET, FROM THE SECTION CORNER COMMON TO SECTION 20, 21, 28, & 29, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, PER CP&FR INST.: 111000681; AND RUNNING THENCE NORTH 0°00'25" WEST, ALONG SAID WEST LINE OF LOT 3, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°59'35" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 0°00'25" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°59'35" WEST, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 100 SQ. FT.

Parcel No.: R4224430100

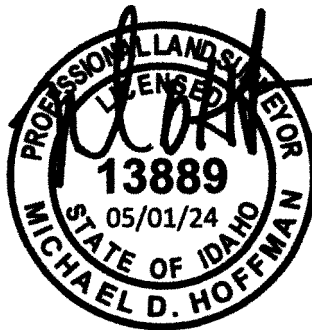
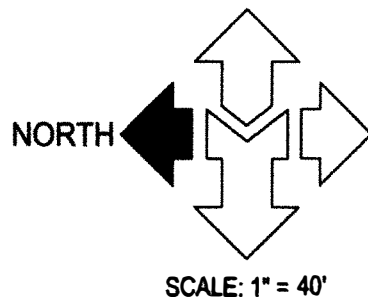
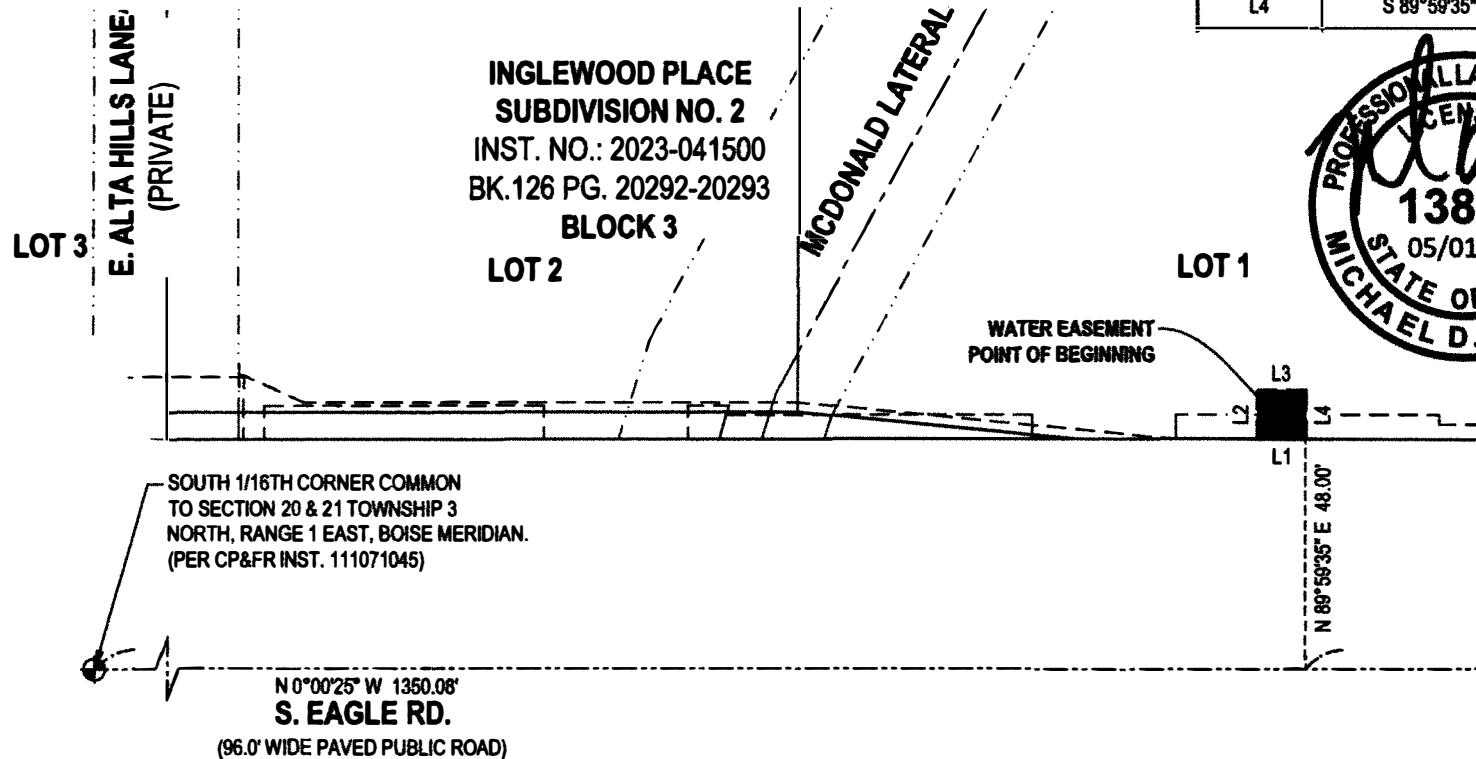
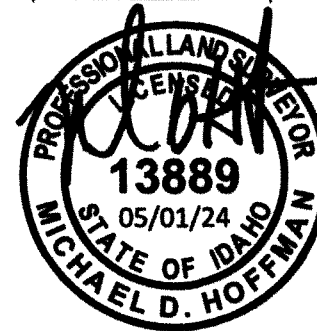


EXHIBIT 'B'

LOT 1, BLOCK 3, INGLEWOOD PLACE SUBDIVISION
APN # R4224430100
(10 X 10 WATER METER EASEMENT)

EASEMENT LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N 00°00'25" W	10.00'
L2	N 89°59'35" E	10.00'
L3	S 00°00'25" E	10.00'
L4	S 89°59'35" W	10.00'



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INGLEWOOD PLACE SUBDIVISION NO. 2

GOLD STREAM PARTNERS

LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 21
 TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN,

PROJECT NO: 21070

CHECKED BY: MDH

DRAWN BY: DKW

DATE: 4/29/24

1 OF 1