

Project Name or Subdivision Name:

Inglewood Place Subdivision No. 2

Water Main Easement Number: Lot 2

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 ESM-2025-0014

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 18th day of February 2025 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

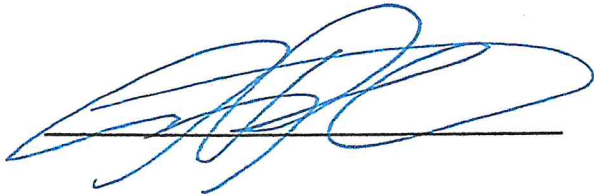
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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 B Victory Holdings LLC



STATE OF Utah)
) ss
County of: Salt Lake

This record was acknowledged before me on 2/11/2025 (date) by James Petersen (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 Eagle B Victory Holdings 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: 03/31/2025

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-18-2025

Attest by Chris Johnson, City Clerk 2-18-2025

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on 2-18-2025 (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:_____

Date: **January 21, 2025**
Prepared by: **Julia W.**
Project No.: **21070.A**
Client: **Gold Stream Partners**
Name: **Eagle Retail**
Parcel data: **Meridian, Ada County, Block 3, Lot 2, Inglewood Place Subdivision No.2**
Section info: **SW-1/4 Sec.21, T.3N., R.1E., R.B&M.**

EXHIBIT 'A'

A PARCEL OF LAND SITUATE WITHIN LOT 2, BLOCK 1, INGLEWOOD PLACE SUBDIVISION NO. 2, SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, LOCATED IN MERIDIAN CITY, COUNTY OF ADA, STATE OF IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH THE WEST LINE OF AN EXISTING WATER MAIN EASEMENT, INSTRUMENT NO.: 2023-007758, AND THE SOUTH LINE OF A 30.00-FOOT ACCESS EASEMENT, SHOWN ON SAID INGLEWOOD PLACE SUBDIVISION NO. 2, SAID POINT BEING NORTH 00°00'25" WEST, ALONG THE SECTION LINE, A DISTANCE OF 340.31 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY PROJECTION OF SAID SOUTH LINE OF 30.00-FOOT ACCESS EASEMENT, AND NORTH 89°59'35" EAST, ALONG SAID SOUTH LINE AND THE PROJECTION THEREOF, A DISTANCE OF 155.28 FEET, FROM THE SECTION CORNER COMMON TO SECTIONS 20, 21, 28 & 29, CPF&R INSTRUMENT NO.: 111000681; AND RUNNING THENCE SOUTH 00°00'25" EAST, ALONG SAID WEST LINE OF AFORESAID WATER MAIN EASEMENT, A DISTANCE OF 24.00 FEET, TO THE SOUTHWEST CORNER OF SAID WATER MAIN EASEMENT; THENCE SOUTH 89°59'35" WEST, A DISTANCE OF 7.00 FEET; THENCE NORTH 00°00'25" WEST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 24.00 FEET, TO THE SOUTH LINE OF AFORESAID 30.00-FOOT ACCESS EASEMENT; THENCE NORTH 89°59'35" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 168 SQUARE FEET

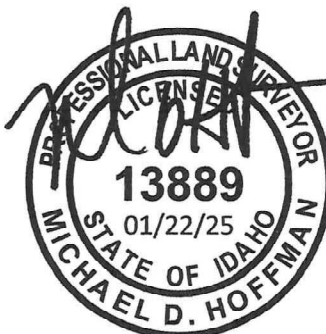
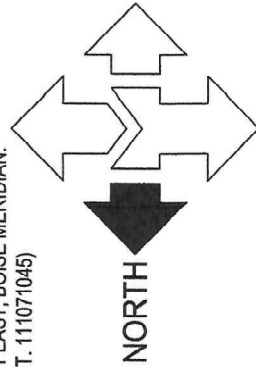
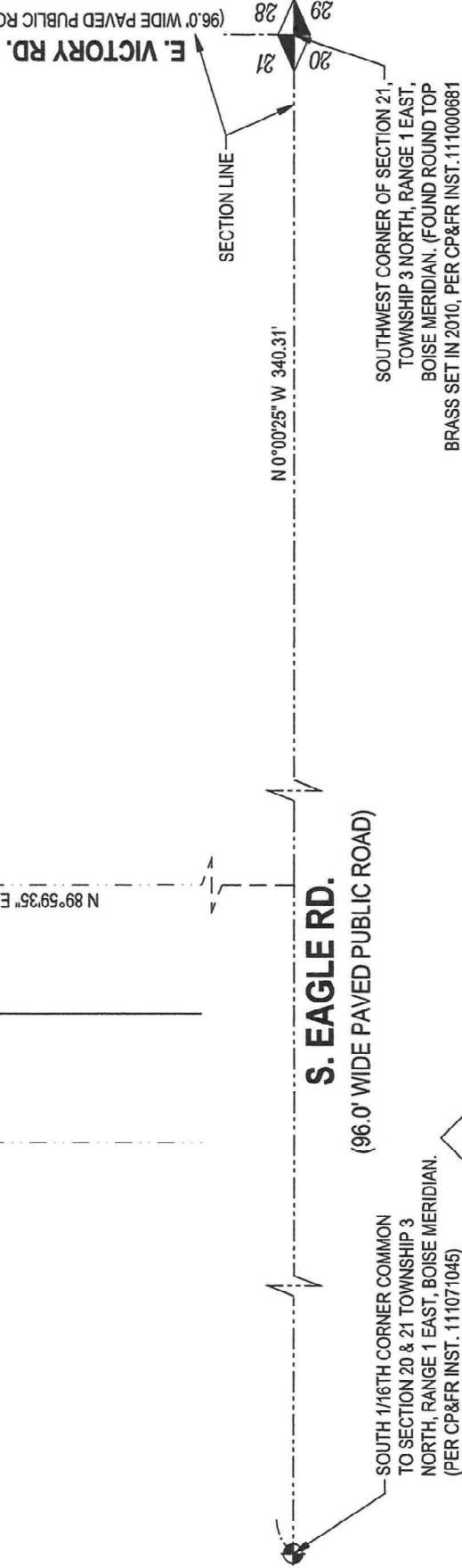
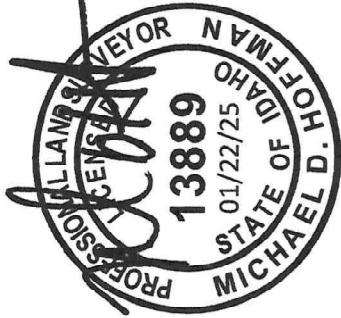
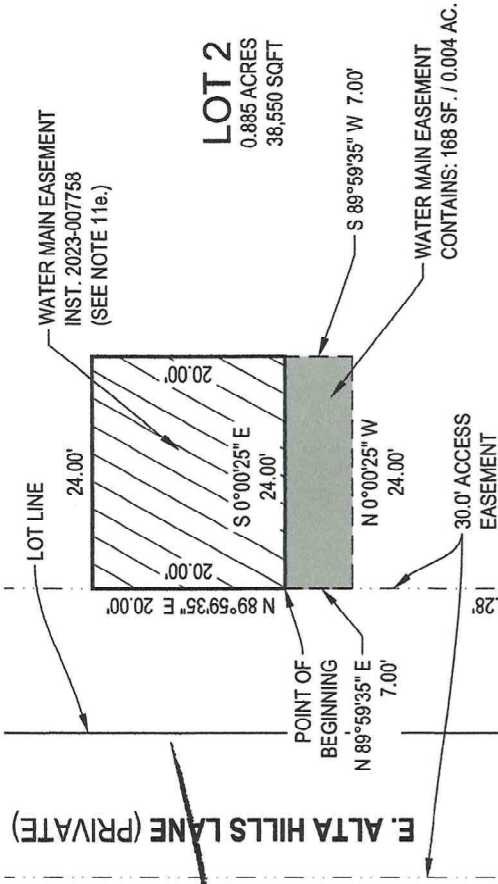


EXHIBIT 'B'



SCALE: 1" = 20'



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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.A

CHECKED BY: MDH

DRAWN BY: DKW

DATE: 1/22/2025

1 OF 1