

WATER MAIN EASEMENT

THIS Easement Agreement, made this 7th day of February, 2023 between SEC 098-4C ("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:

SEC 098 LLC



Managing Member

STATE OF ~~IDAHO~~) Utah

) ss

County of ~~Ada~~) Salt Lake

This record was acknowledged before me on 1/5/23 (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 SEC 098 LLC (name of entity on behalf of whom record was executed), in the following representative capacity: managing member (type of authority such as officer or trustee)

(stamp)





Notary Signature
My Commission Expires: 03/31/2025

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-7-2023

Attest by Chris Johnson, City Clerk 2-7-2023

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 2-7-2023 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature

My Commission Expires: _____

EXHIBIT 'A'

A 20.00-foot by 24.00-foot 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 in the South line of a 30.00-foot access easement, shown on said Inglewood Place Subdivision No.2, said point being North 0°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 Entry No.: 111000681; and running thence North 89°59'35" East, continuing along said South line, a distance of 20.00 feet; thence South 0°00'25" East, a distance of 24.00 feet; thence South 89°59'35" West, parallel with said South line, a distance of 20.00 feet; thence North 0°00'25" West, a distance of 24.00 feet, to the point of beginning.

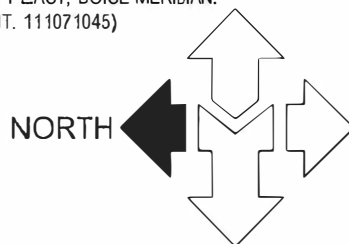
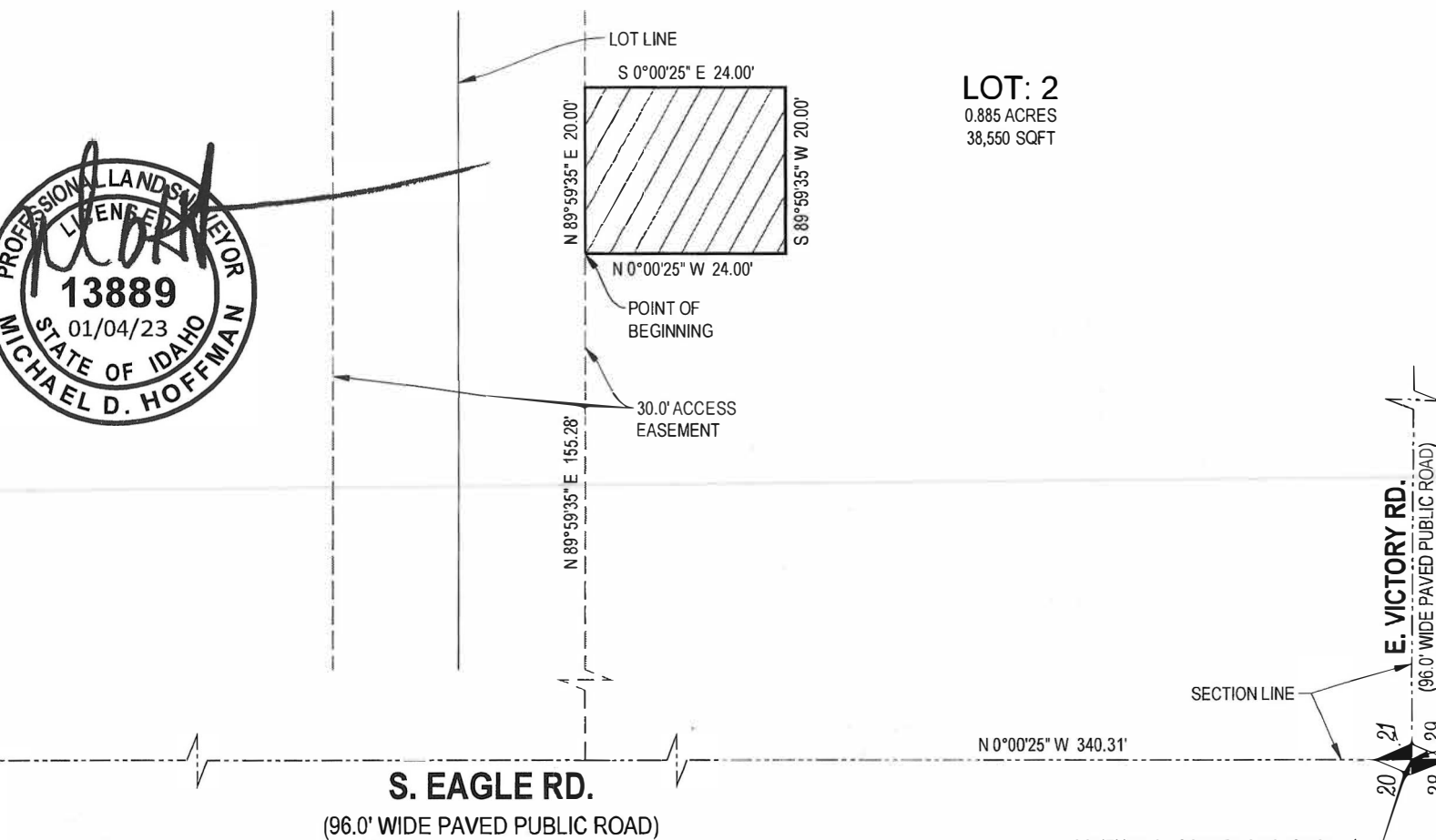
Contains: 480 square feet.



EXHIBIT 'B'

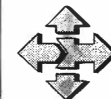


LOT: 2
0.885 ACRES
38,550 SQFT



SCALE: 1" = 20'

MCNEIL ENGINEERING
Designing for the Future Since 1983™



8610 So. Sandy Parkway, Suite 200 Sandy, Utah 84070
TEL. (801) 255-7700 FAX (801) 255-8071
E-MAIL: info@mcneileng.com WEB SITE: AT www.mcneil-group.com

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: 10/03/22

1 OF 1