

Project Name or Subdivision Name:

INGLEWOOD PLACE SUBDIVISION NO. 2

Water Main Easement Number: 2 - Water Main Easement Lot 3

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-2024-0092

WATER MAIN EASEMENT

THIS Easement Agreement made this 9th day of July 20²⁴ between EIG14TPRIID S MERIDIAN LLC, a Michigan limited liability company ("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:

EIG14T PRI ID S MERIDIAN LLC, a Michigan limited liability company

By: 
Reed Fenton, Manager

STATE OF MICHIGAN)) ss
County of Oakland)

This record was acknowledged before me on 24th day of June, 2024, by Reed Fenton, the Manager of EIG14T PRI ID S MERIDIAN LLC, a Michigan limited liability company, on behalf of the limited liability company.

Notary Stamp Below




Notary Signature
My Commission Expires: 8/30/2026



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-9-2024

Attest by Chris Johnson, City Clerk 7-9-2024

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

This record was acknowledged before me on 7-9-2024 (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

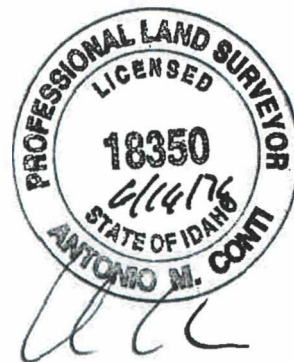
June 14, 2024

**City of Meridian Water Main Easement Description
3060 South Eagle Road
Meridian, ID**

A 20-foot wide easement lying in Lot 3 of Block 3 of Inglewood Place Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 126 of Plats at page 20292 lying in the SW 1/4 of Section 21; T. 3N, R.1E, B.M., Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 3; thence along the West boundary of said Lot 3
North 00°00'25" West 7.21 feet to the **POINT OF BEGINNING**; thence continuing
North 00°00'25" West 25.14 feet to a point; thence leaving said West boundary at right angles
North 89°59'35" East 20.00 feet to a point; thence at right angles
South 00°00'25" East 25.14 feet to a point; thence at right angles
South 89°59'35" West 20.00 feet to the **POINT OF BEGINNING**,

The above described parcel contains 503 square feet, more or less.



CITY OF MERIDIAN WATER MAIN EASEMENT

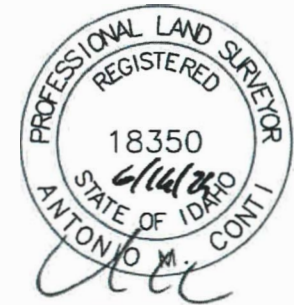
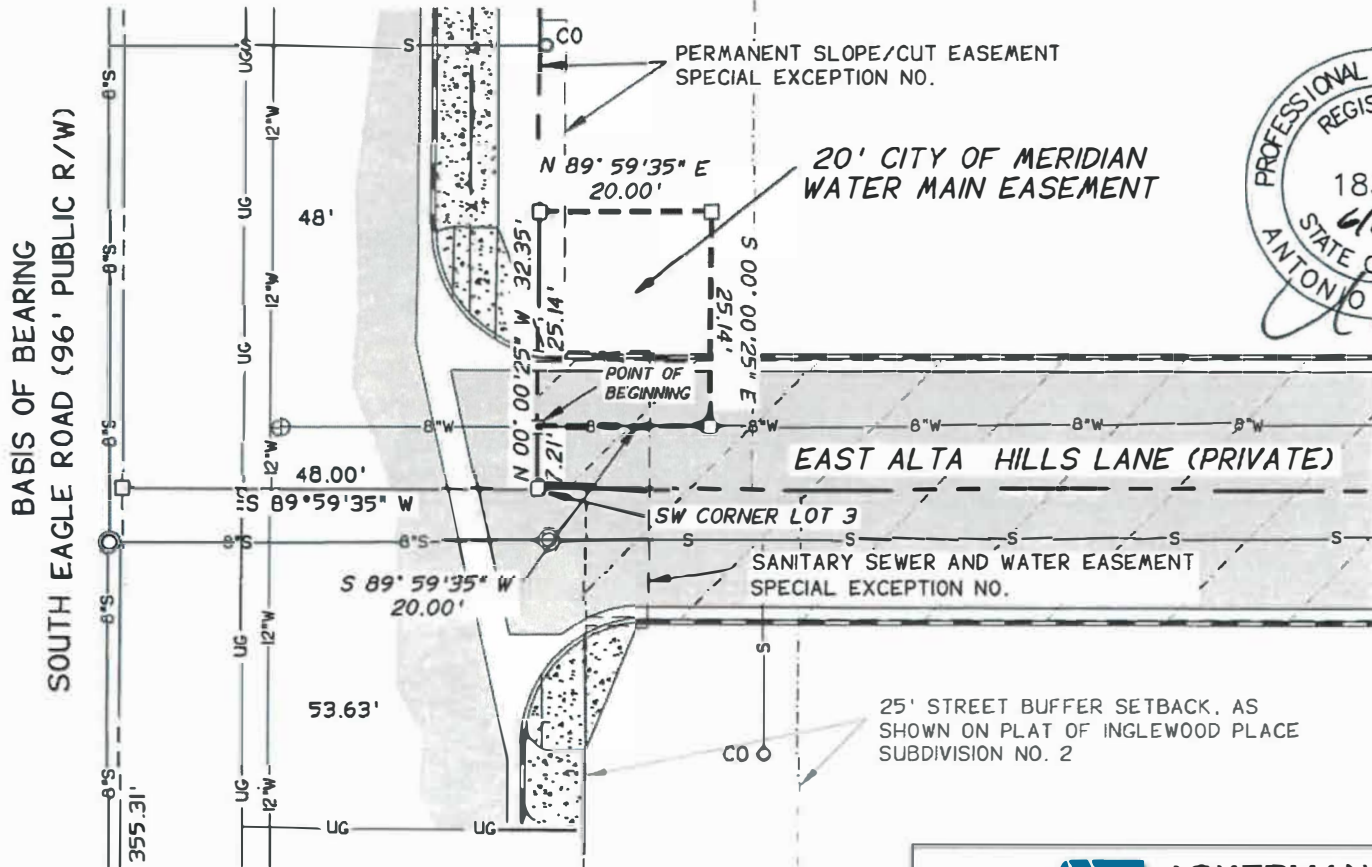
FOR
EIG14T PRI ID S MERIDIAN LLC

LOT 3, BLOCK 3, INGLEWOOD SUBDIVISION NO. 2,
LYING IN THE SW 1/4 SW 1/4, SECTION 21, T.3N., R.1E., B.M.,
MERIDIAN, ADA COUNTY, IDAHO

LOT 3
BLOCK 3
INGLEWOOD PLACE SUBDIVISION NO. 2



EXHIBIT B



ACKERMAN ESTVOLD
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