

Project Name (Subdivision):

FMI at Ten Mile Crossing

Water Main Easement Number: 1

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

WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20__ between BVASB Ten Mile Central Commercial No. 1, LLC, DWT Investments LLC, and SCS Investments LLC, collectively (“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.

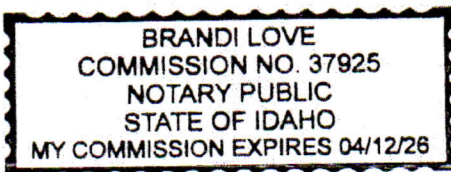
[END OF TEXT; SIGNATURES TO FOLLOW]

By: Cortney Liddiard, President

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 3rd day of November, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., the corporation that is an Executive Manager of BVASB Ten Mile Central Commercial No. 1, LLC, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Brandi Love
Notary Public for Idaho
Residing at Idaho Falls ID
My commission expires 4-12-2026

BVASB Ten Mile Central Commercial No. 1, LLC,
an Idaho limited liability company

by its Executive Managers

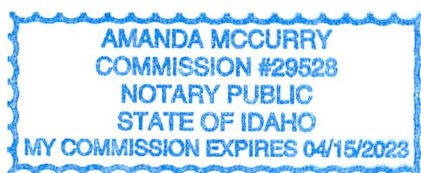
Brighton Corporation, an Idaho corporation

By: [Signature]
Robert L. Phillips, President

STATE OF IDAHO)
)ss.
County of Ada)

On this 10th day of November, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is an Executive Manager of BVASB Ten Mile Central Commercial No. 1, LLC, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



[Signature]
Notary Public for Idaho
Residing at [Signature]
My commission expires 4/15/2023

DWT INVESTMENTS LLC

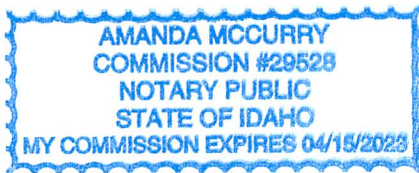
an Idaho limited liability company

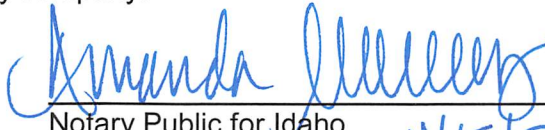
By: Brighton Corporation, an Idaho corporation, Manager

By: 
Robert L. Phillips, President

STATE OF IDAHO)
 : ss.
County of Ada)

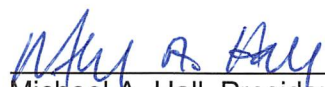
This record was acknowledged before me on November 10, 2020, by Robert L. Phillips, as the President of Brighton Corporation, an Idaho corporation, manager of DWT Investments LLC, an Idaho limited liability company.




Notary Public for Idaho
My Commission expires 4/15/2023

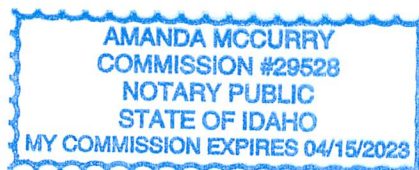
SCS INVESTMENTS LLC

an Idaho limited liability company

By: 
Michael A. Hall, President

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on November 10, 2020, by Michael A. Hall as the President of SCS Investments LLC, an Idaho limited liability company.




Notary Public for Idaho
My Commission Expires: 4/15/2023

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

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

This record was acknowledged before me on _____ (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: _____

Date: October 21, 2020
Project: ID-1865-1908
Page: 1 of 1

EXHIBIT A
FMI DOMESTIC WATER EASEMENT

This easement is in a portion of Parcel A and Parcel C of Record of Survey No. 12109, instrument No. 2019-121734, records of Ada county and is situated in a portion of the S.W. ¼ of Section 14, Township 3 North, Range 1 West of the Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the southwest corner of Parcel C of said Record of Survey No. 12109; thence along the west boundary of said Parcel C,

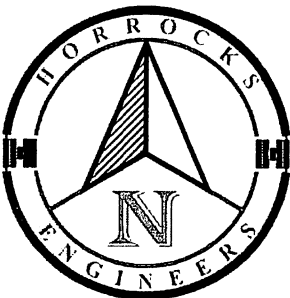
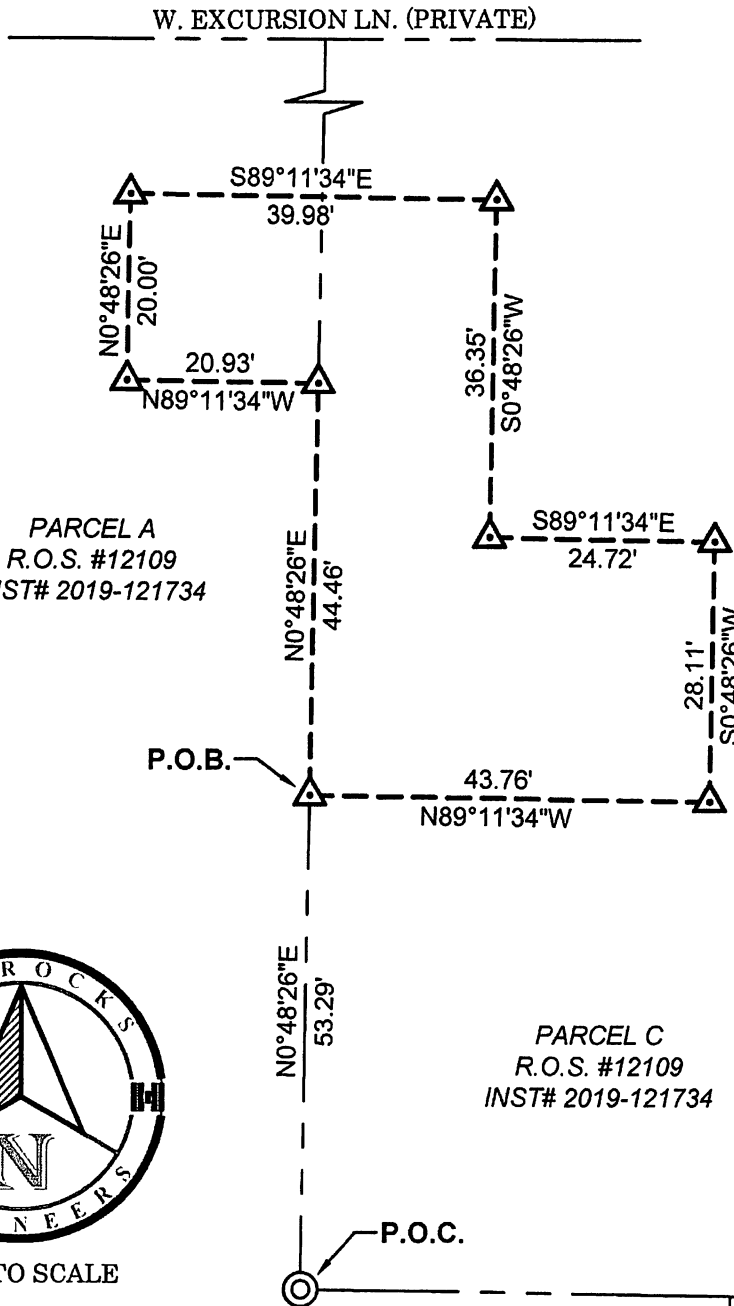
- 1) N.00°48'26"E., 53.29 feet to the **POINT OF BEGINNING**; thence continuing along said west boundary,
- 2) N.00°48'26"E., 44.46 feet; thence leaving said west boundary,
- 3) N.89°11'34"W., 20.93 feet; thence,
- 4) N.00°48'26"E., 20.00 feet; thence,
- 5) S.89°11'34"E., 39.98 feet; thence,
- 6) S.00°48'26"W., 36.35 feet; thence,
- 7) S.89°11'34"E., 24.72 feet; thence,
- 8) S.00°48'26"W., 28.11 feet; thence,
- 9) N.89°11'34"W., 43.76 feet to the **POINT OF BEGINNING**.



EXHIBIT B

DOMESTIC WATER EASEMENT

FMI AT TM CROSSING



NOT TO SCALE

- ⊙ FOUND 5/8 REBAR & PLASTIC CAP
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- △ CALCULATED POINT

PARCEL A
R.O.S. #12109
INST# 2019-121734

PARCEL B
R.O.S. #12109
INST# 2019-121734

HORROCKS
ENGINEERS

2775 Navigator Dr., Suite 210
Meridian, ID 83642

(208) 895-2520
www.horrocks.com

EXHIBIT B

SECTION 14, T3N, R1W

DRAWING INFO

DATE	10/21/20
SCALE	N.T.S.
REV #	DATE
*SEE 2nd SHEET FOR LISTING	
PROJ. NO:	

1

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