

Project Name or Subdivision Name:

Apex Zenith Subdivision

Water Main Easement Number: 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-2025-0149

WATER MAIN EASEMENT

THIS Easement Agreement made this 6th day of January 2026 between DWT Investments LLC, an Idaho limited liability company and Tomlinson Foundation, a California nonprofit public benefit corporation (collectively "Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor owns that certain property legally described on Exhibit A attached hereto (the "Grantor Property"), and Grantor desires to provide a water main right-of-way across a portion of the premises and property hereinafter particularly bounded, described and depicted on Exhibit B attached hereto (the "Easement Area"); 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 (the "Easement") over and across the Easement Area.

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 cost and expense of the Grantee, with the free right of access to such facilities located within the Easement Area as reasonably necessary for Grantee's maintenance and repair of such facilities at any and all reasonable times, provided, however, that, prior to such entry upon Grantor's Property, Grantee shall provide written notice to Grantor of such repair, or replacement activities (except in emergencies). Grantee shall perform such maintenance, repair, or replacement activities so as not to unreasonably interfere with Grantor's use and operation of the Grantor Property.

TO HAVE AND TO HOLD, the Easement unto the said Grantee, its successors and assigns forever, subject to the conditions set forth herein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance or replacement activities upon the Easement, Grantee shall restore the Grantor Property to the condition existing prior to Grantee's entry upon Grantor's Property. However, Grantee shall not be responsible for repairing, replacing, or restoring anything placed within the Easement Area that was placed there in violation of the terms 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 only that would materially interfere with Grantee's use of the Easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs. The foregoing restriction shall not prohibit Grantor's legal use of the Easement Area that does not conflict with the Grantee's enjoyment of the Easement, including, but not limited to, parking and landscaping over the Easement Area.

THE GRANTOR covenants and agrees with the Grantee that should any part of the Easement Area become part of, or lie within the boundaries of any public street, then, to such extent, such 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, as of the date of this Agreement, Grantor is lawfully seized and possessed of the aforementioned and described Easement Area, and that Grantor has a good and lawful right to convey said easement to Grantee, and that Grantor shall use commercially reasonable efforts to defend the title and quiet possession thereof against lawful claims related thereto.

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.

[Signatures on next page]

GRANTOR:

DWT INVESTMENTS LLC
an Idaho limited liability company

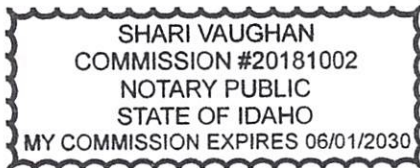
By: Brighton Corporation, an Idaho corporation, Manager

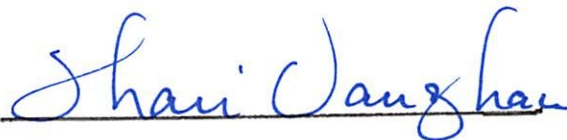
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada

On this 30 day of October, 2025, before me, the 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 Manager of DWT Investments LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such 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.





Notary Public for Idaho

My Commission expires: 6-1-2030

GRANTOR:

TOMLINSON FOUNDATION

a California nonprofit public benefit corporation

By: _____

Mark L. Lindsay, Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On October 30, 2025 before me, Andrew Weber, Notary Public
(insert name and title of the officer)

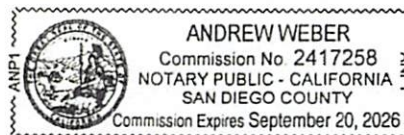
personally appeared Mark W. Lindsay, Vice President,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 1-6-2026

Attest by Chris Johnson, City Clerk 1-6-2026

STATE OF IDAHO)

County of Ada)
 :ss.

This record was acknowledged before me on 1-6-2026 (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: _____

December 18, 2025
Project No. 25-238

Exhibit A

**Legal Description for
DWT and the Tomlinson Foundation Parcel**

A parcel of land being the Northeast 1/4 of the Southwest 1/4 of Section 6, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

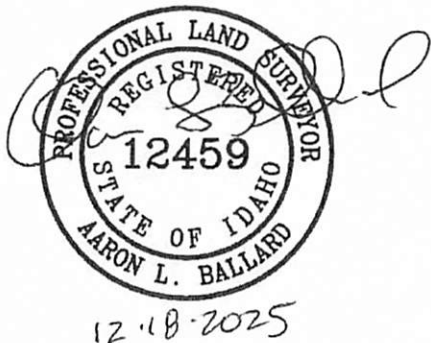
BEGINNING at an aluminum cap marking the Center 1/4 corner of said Section 6, which bears S89°22'50"E a distance of 2,529.58 feet from an aluminum cap marking the West 1/4 corner of said Section 6, thence following the easterly line of said Northeast 1/4 of the Southwest 1/4, S00°00'25"W a distance of 1,327.59 feet to the Southeast corner of said Northeast 1/4 of the Southwest 1/4 (Center-South 1/16 corner);

Thence leaving said easterly line and following the southerly line of said Northeast 1/4 of the Southwest 1/4, N89°17'11"W a distance of 1,331.65 feet to a 5/8-inch rebar marking the Southwest corner of said Northeast 1/4 of the Southwest 1/4 (Southwest 1/16 corner);

Thence leaving said southerly line and following the westerly line of said Northeast 1/4 of the Southwest 1/4, N00°28'09"E a distance of 1,325.33 feet to a brass cap marking the Northwest corner of said Northeast 1/4 of the Southwest 1/4 (Center-West 1/16 corner);

Thence leaving said westerly line and following the northerly line of said Northeast 1/4 of the Southwest 1/4, S89°22'50"E a distance of 1,320.93 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 40.386 acres, more or less.



October 29, 2025
Project No.: 24-254
Zenith Subdivision
City of Meridian Water Easement
Legal Description

Exhibit B

Parcel of land for a City of Meridian sewer and water easement situated in a portion of the Northeast 1/4 of the Southwest 1/4 of Section 6, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap marking the Center-West 1/16 corner of said Section 6 which bears N89°22'50"W a distance of 1,320.93 feet from and aluminum cap marking the Center 1/4 corner of said Section 6, thence following the northerly line of said Northeast 1/4 of the Southwest 1/4, S89°22'50"E a distance of 78.70 feet;

Thence leaving said northerly line, S00°37'10"W a distance of 31.35 feet to the **POINT OF BEGINNING**.

Thence S00°17'52"W a distance of 22.59 feet;

Thence N89°42'08"W a distance of 20.00 feet;

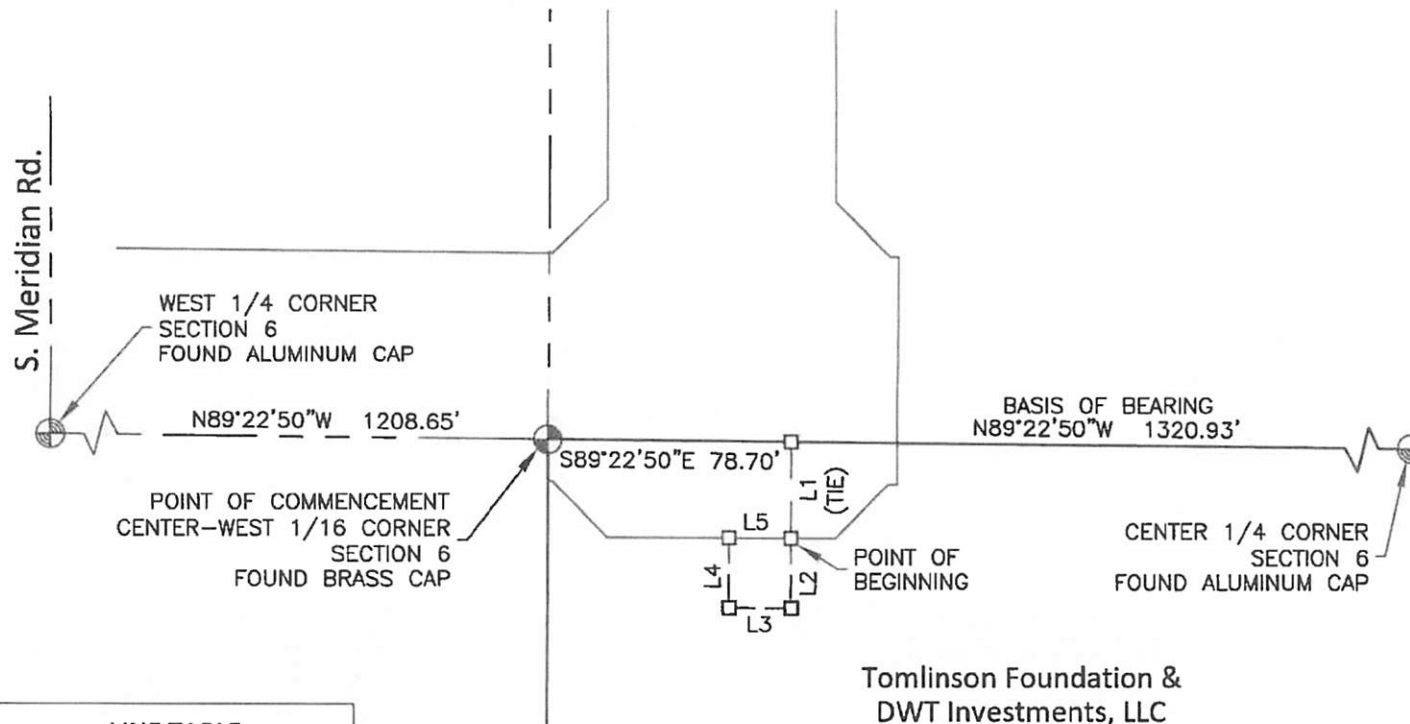
Thence N00°17'52"E a distance of 22.59 feet;

Thence S89°42'08"E a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said description contains a total of 452 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°37'10\"W	31.35'
L2	S00°17'52\"W	22.59'
L3	N89°42'08\"W	20.00'
L4	N00°17'52\"E	22.59'
L5	S89°42'08\"E	20.00'

Tomlinson Foundation &
DWT Investments, LLC
S1406314950

Exhibit B City of Meridian Water Easement

Zenith Subdivision

NE 1/4 SW1/4 Sec. 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho

DATE: October 2025
PROJECT: 24-254

SHEET:
1 OF 1

km
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