

ESMT-2022-0265 TM Crossing Subdivision No 4  
Water Main Easement No. 1

**WATER MAIN EASEMENT**

THIS Easement Agreement, made this 13<sup>th</sup> day of December, 20<sup>22</sup> between **BVASB Tea Mile Office Building No 6 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, 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

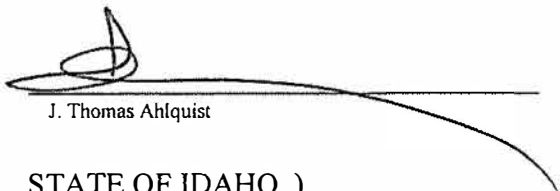
public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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.

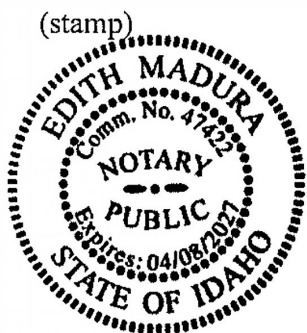
GRANTOR: BVASB TEN MILE OFFICE BUILDING  
NO. 6, LLC, BY ITS OPERATIONS MANAGER,  
BVA DEVELOPMENT, LLC




J. Thomas Ahlquist

STATE OF IDAHO )  
                                  ) ss  
County of Ada     )

This record was acknowledged before me on 12/1/22 (date) by J. Thomas Ahlquist  
(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 BVASB Ten Mile Office Building No. 6, LLC  
(name of entity on behalf of whom record was executed), in the following representative capacity: Operations Manager (type of authority such as officer or trustee)



  
Notary Signature  
My Commission Expires: 4/8/27

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 12-13-2022

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 12-13-2022

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

This record was acknowledged before me on 12-13-2022 (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 Signature  
My Commission Expires: \_\_\_\_\_

Date: November 8, 2022  
Project: ID-2240-2002  
Page: 1 of 1



**EXHIBIT A**  
**TM CROSSING SUBDIVISION NO.4 WATER SERVICE EASEMENT**




This easement is situated in a portion of Lot 15, Block 2 of TM Crossing Subdivision No. 4, located in a portion of the E. ½ of the S.W. ¼ of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of Lot 15, Block 2 of said TM Crossing Subdivision No. 4; thence along the south boundary of said Lot 15,

- 1) N.89°11'04"W., 25.47 feet to the **POINT OF BEGINNING**, thence continuing along said south boundary
- 2) N.89°11'04"W., 20.00 feet, thence leaving said south boundary;
- 3) N.00°48'27"E., 55.09 feet, thence;
- 4) N.89°11'04"W., 3.09 feet, thence;
- 5) N.00°48'27"E., 20.00 feet, thence;
- 6) S.89°11'04"E., 23.09 feet, thence;
- 7) S.00°48'27"W., 75.09 feet to the south boundary of said Lot 15 and the **POINT OF BEGINNING**.

# EXHIBIT "B"

## LEGEND:

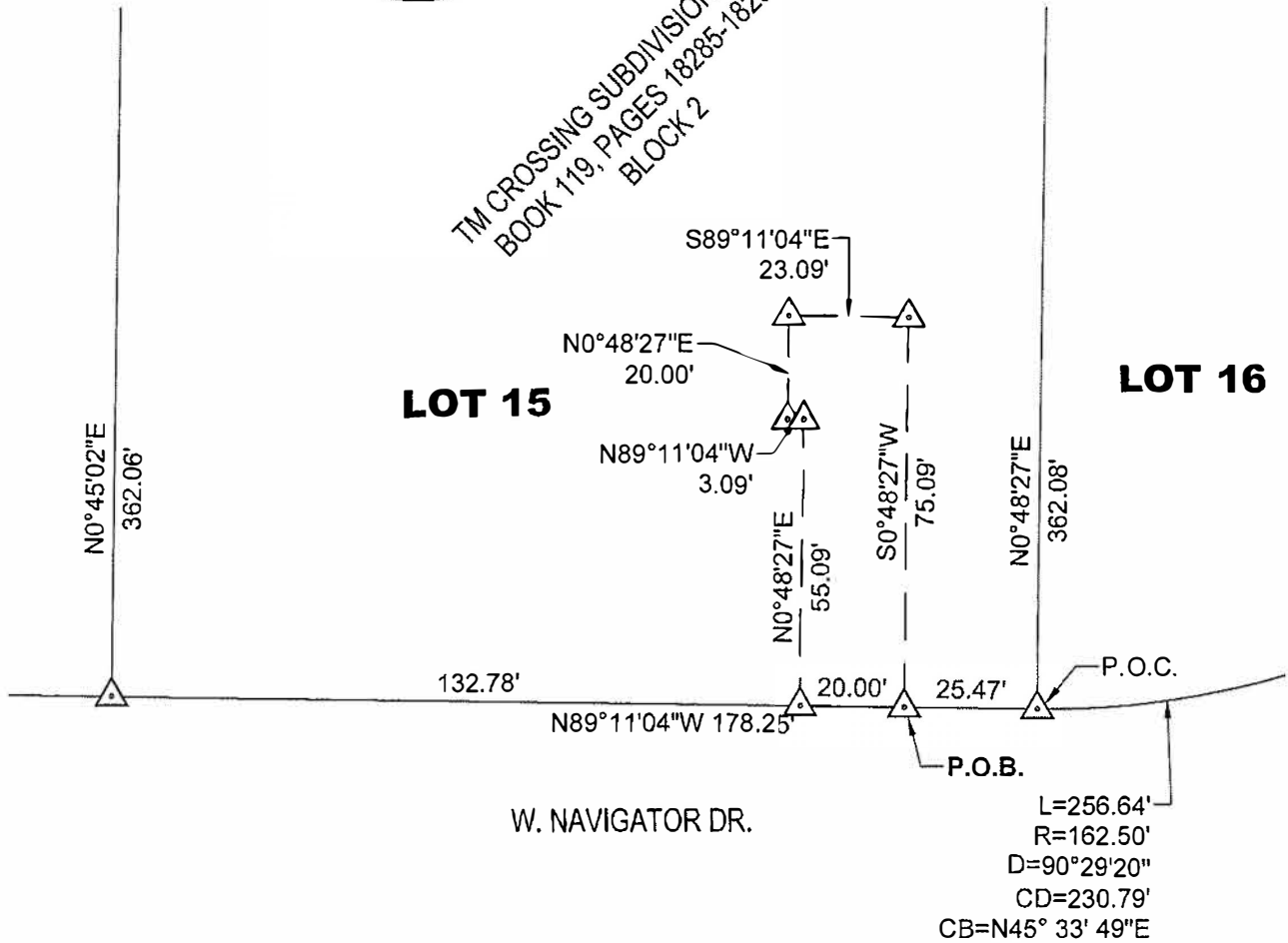
-  CALCULATED POINT
-  LOT LINE
-  EASEMENT BOUNDARY LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



N.T.S.



TM CROSSING SUBDIVISION NO. 4,  
BOOK 119, PAGES 18285-18291  
BLOCK 2



H:\2020\ID-2240-2002 BVA TM Crossing Office Building\Project Data\04\_Survey\DESCRIPTIONS\PROPOSED\WATER SERVICE EASEMENT PROPOSED EXHIBIT B.dwg Ron Wright 11/8/2022 12:46 PM

**HORROCKS ENGINEERS**

2775 West Navigator Dr., Sulle 210  
Meridian, ID 83642

(208) 895-2520  
www.horrocks.com

## EXHIBIT "B" WATER SERVICE EASEMENT

TM CROSSING SUBDIVISION NO. 4

DRAWING INFO	
DATE	11/8/22
SCALE	NTS
REV #	DATE
*SEE 2nd SHEET FOR LISTING	
PROJ. NO.	ID-2240-2002

**B**

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