

ESMT-2022-0214 TM Center Subdivision No. 1  
Sanitary Sewer and Water Main Easement No. 1

**SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement, made this 6th day of August 20 22 between DWT Investments LLC, SCS Investments LLC and BVB Ten Mile Crossing Annex, LLC, (“Grantor”) and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water 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 sanitary sewer and 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 sanitary sewer and 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]

**GRANTORS:**

DWT INVESTMENTS LLC  
an Idaho limited liability company

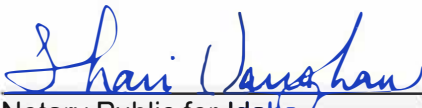
By: Brighton Corporation, an Idaho corporation,  
Manager

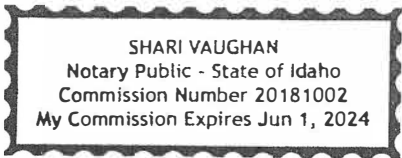
By:   
Robert L. Phillips, President

STATE OF IDAHO     )  
                                  :SS.  
County of Ada        )

On this 2nd day of August, 2022, 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, an Idaho limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that such corporation executed the same in said limited liability company name.

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 10-1-2024



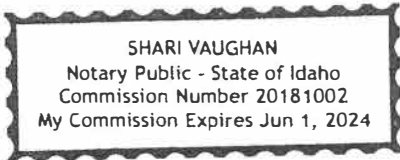
SCS INVESTMENTS LLC  
an Idaho limited liability company

By: *Michael A. Hall*  
Michael A. Hall, President

STATE OF IDAHO    )  
                              : ss.  
County of Ada        )

On this 29<sup>th</sup> day of ~~August~~ <sup>July 31</sup>, in the year of 2022, before me a Notary Public of said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS 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.



*Shari Vaughan*  
Notary Public for Idaho  
My Commission expires 6-1-2024

BVB TEN MILE CROSSING ANNEX, LLC  
an Idaho limited liability company

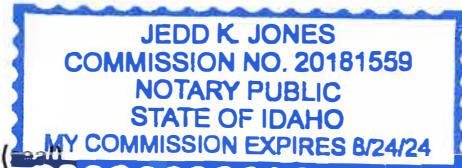
By: BV Management Services, Inc., Manager


By:   
Eric M. Isom, Chief Operations Officer

STATE OF IDAHO            )  
  :SS.  
County of Bonneville    )

On this 3 day of August, 2022, before me, a Notary in and for said State, personally appeared Eric M. Isom, known or identified to me, to be the Chief Operations Officer of BV Management Services Inc., an Idaho corporation, which corporation is the Manager of BVB Ten Mile Crossing Annex, LLC, and the Manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such corporation as the Manager executed the same in said limited liability company name.

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



  
Notary Public for Idaho  
My Commission expires: 8/24/24

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 8-16-2022

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 8-16-2022

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

This record was acknowledged before me on 8-16-2022 (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: \_\_\_\_\_

July 25, 2022  
Project No.: 21-172  
TM Center Subdivision No. 1  
City of Meridian Sewer and Water Easement  
Legal Description

**Exhibit A**

A parcel of land being a portion of the West 1/2 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said Section 14, which bears  $N00^{\circ}33'33''E$  a distance of 2,658.39 feet from an aluminum cap marking the West 1/4 corner of said Section 14, thence following the westerly line of the Northwest 1/4 of said Section 14,  $S00^{\circ}33'33''W$  a distance of 1,225.61 feet;

Thence leaving said westerly line,  $S89^{\circ}26'27''E$  a distance of 348.53 feet to the southerly line of Lot 1, Block 1 of TM Creek Subdivision No. 1 (Book 110 of Plats at Page 15663, records of Ada County, Idaho) and being the **POINT OF BEGINNING**.

Thence following said southerly line,  $S86^{\circ}40'15''E$  a distance of 25.18 feet to the southerly right-of-way line of West Cobalt Drive;

Thence leaving said southerly line and following said southerly right-of-way line,  $S86^{\circ}40'15''E$  a distance of 25.18 feet;

Thence leaving said southerly right-of-way line,  $S10^{\circ}13'14''W$  a distance of 41.32 feet;

Thence 46.37 feet along the arc of a curve to the left, said curve having a radius of 275.00 feet, a delta angle of  $09^{\circ}39'41''$ , a chord bearing of  $S05^{\circ}23'23''W$  and a chord distance of 46.32 feet;

Thence  $S00^{\circ}33'33''W$  a distance of 208.47 feet;

Thence  $S89^{\circ}26'27''E$  a distance of 3.50 feet;

Thence  $S00^{\circ}33'33''W$  a distance of 20.00 feet;

Thence  $N89^{\circ}26'27''W$  a distance of 3.50 feet;

Thence  $S00^{\circ}33'33''W$  a distance of 9.26 feet;

Thence  $S89^{\circ}26'27''E$  a distance of 28.50 feet;

Thence  $S00^{\circ}33'33''W$  a distance of 32.00 feet;

Thence  $N89^{\circ}26'27''W$  a distance of 28.50 feet;

Thence  $S00^{\circ}33'33''W$  a distance of 250.01 feet;

Thence  $S89^{\circ}26'27''E$  a distance of 28.50 feet;

Thence  $S00^{\circ}33'33''W$  a distance of 20.00 feet;

Thence  $N89^{\circ}26'27''W$  a distance of 28.50 feet;

Thence  $S00^{\circ}33'33''W$  a distance of 51.83 feet;

Thence  $S89^{\circ}26'27''E$  a distance of 28.50 feet;

Thence  $S00^{\circ}33'33''W$  a distance of 20.00 feet;

Thence  $N89^{\circ}26'27''W$  a distance of 28.50 feet;

Thence  $S00^{\circ}33'33''W$  a distance of 11.86 feet;

Thence  $S89^{\circ}26'27''E$  a distance of 3.50 feet;

Thence  $S00^{\circ}33'33''W$  a distance of 20.00 feet;

Thence  $N89^{\circ}26'27''W$  a distance of 3.50 feet;

Thence  $S00^{\circ}33'33''W$  a distance of 69.11 feet;

Thence S89°26'27"E a distance of 28.50 feet;  
 Thence S00°33'33"W a distance of 12.00 feet;  
 Thence S89°26'27"E a distance of 189.00 feet;  
 Thence N00°33'33"E a distance of 25.00 feet;  
 Thence S89°26'27"E a distance of 20.00 feet;  
 Thence S00°33'33"W a distance of 25.00 feet;  
 Thence S89°26'27"E a distance of 176.06 feet;  
 Thence N00°33'33"E a distance of 25.00 feet;  
 Thence S89°26'27"E a distance of 20.00 feet;  
 Thence S00°33'33"W a distance of 26.22 feet;  
 Thence S82°01'57"E a distance of 103.16 feet;  
 Thence S07°58'03"W a distance of 20.00 feet;  
 Thence N82°01'57"W a distance of 111.30 feet;  
 Thence N89°26'27"W a distance of 185.41 feet;  
 Thence S00°33'33"W a distance of 25.00 feet;  
 Thence N89°26'27"W a distance of 20.00 feet;  
 Thence N00°33'33"E a distance of 25.00 feet;  
 Thence N89°26'27"W a distance of 169.00 feet;  
 Thence S00°33'33"W a distance of 25.00 feet;  
 Thence N89°26'27"W a distance of 20.00 feet;  
 Thence N00°33'33"E a distance of 25.00 feet;  
 Thence N89°26'27"W a distance of 28.72 feet;  
 Thence 80.54 feet along the arc of a curve to the right, said curve having a radius of 225.00 feet, a delta angle of 20°30'33", a chord bearing of S13°21'40"W and a chord distance of 80.11 feet;  
 Thence S23°36'56"W a distance of 72.03 feet;  
 Thence 33.21 feet along the arc of a curve to the left, said curve having a radius of 175.00 feet, a delta angle of 10°52'21", a chord bearing of S18°10'46"W and a chord distance of 33.16 feet;  
 Thence S12°44'36"W a distance of 14.99 feet to the northerly right-of-way line of South Vanguard Way;  
 Thence following said northerly right-of-way line, 50.00 feet along the arc of a curve to the left, said curve having a radius of 1,057.03 feet, a delta angle of 02°42'38", a chord bearing of N77°15'19"W and a chord distance of 50.00 feet;  
 Thence leaving said northerly right-of-way line, N12°44'36"E a distance of 14.99 feet;  
 Thence 42.70 feet along the arc of a curve to the right, said curve having a radius of 225.00 feet, a delta angle of 10°52'21", a chord bearing of N18°10'46"E and a chord distance of 42.63 feet;  
 Thence N23°36'56"E a distance of 72.03 feet;  
 Thence 47.09 feet along the arc of a curve to the left, said curve having a radius of 175.00 feet, a delta angle of 15°25'02", a chord bearing of N15°54'25"E and a chord distance of 46.95 feet;  
 Thence N80°11'17"W a distance of 18.67 feet;  
 Thence N09°48'43"E a distance of 9.19 feet;  
 Thence N00°33'33"E a distance of 21.19 feet;  
 Thence S89°26'27"E a distance of 18.50 feet;  
 Thence N00°33'33"E a distance of 112.97 feet;  
 Thence N89°26'27"W a distance of 18.50 feet;  
 Thence N00°33'33"E a distance of 32.00 feet;  
 Thence S89°26'27"E a distance of 18.50 feet;  
 Thence N00°33'33"E a distance of 92.36 feet;  
 Thence N89°26'27"W a distance of 18.50 feet;



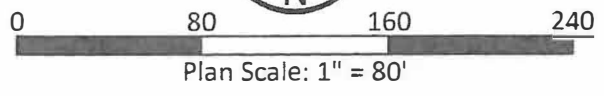
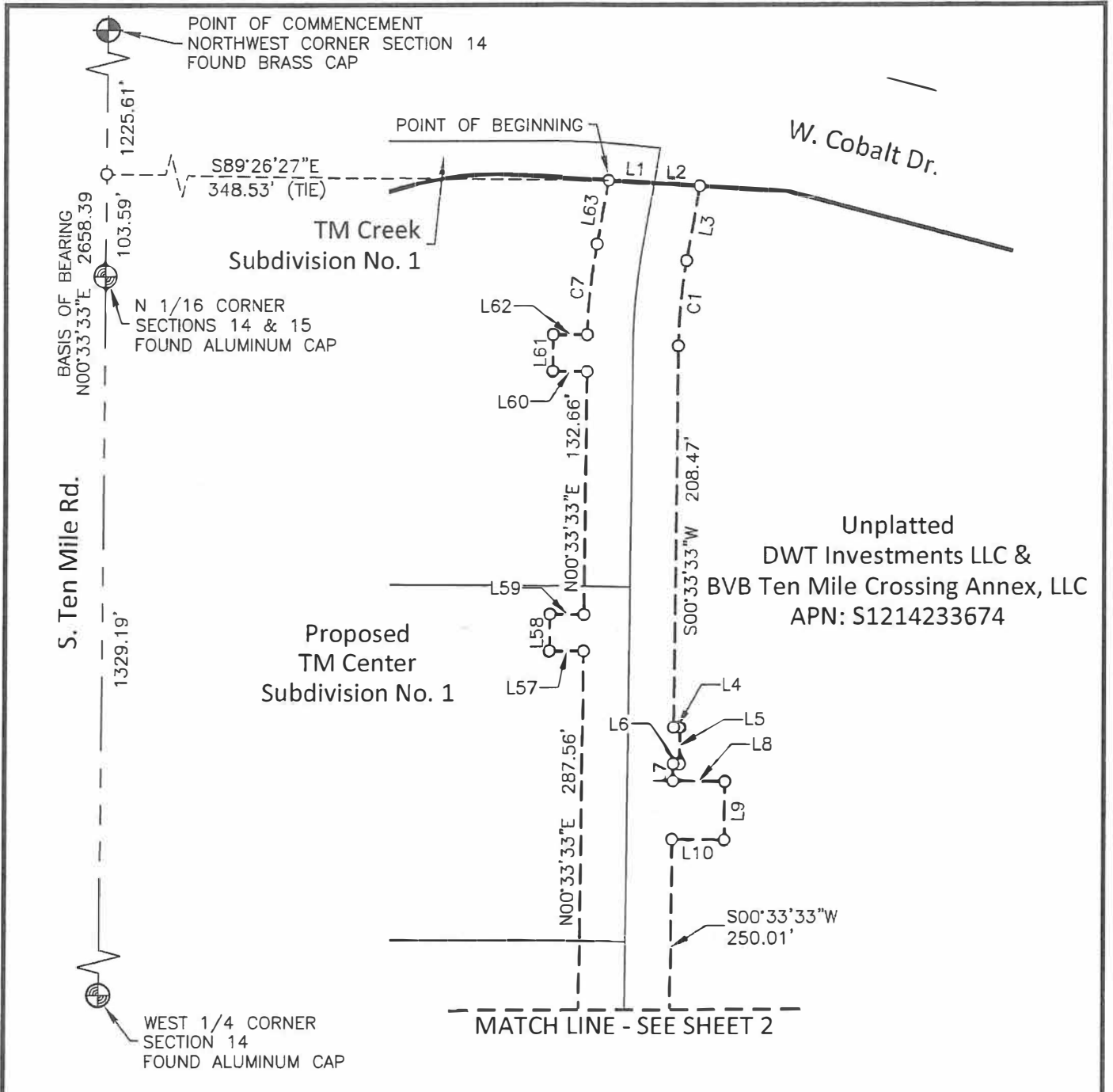
Thence N00°33'33"E a distance of 32.00 feet;  
Thence S89°26'27"E a distance of 18.50 feet;  
Thence N00°33'33"E a distance of 287.56 feet;  
Thence N89°26'27"W a distance of 18.50 feet;  
Thence N00°33'33"E a distance of 20.00 feet;  
Thence S89°26'27"E a distance of 18.50 feet;  
Thence N00°33'33"E a distance of 132.66 feet;  
Thence N89°26'27"W a distance of 18.50 feet;  
Thence N00°33'33"E a distance of 20.00 feet;  
Thence S89°26'27"E a distance of 18.54 feet;  
Thence 49.80 feet along the arc of a curve to the right, said curve having a radius of 325.00 feet, a delta angle of 08°46'48", a chord bearing of N05°49'50"E and a chord distance of 49.75 feet;  
Thence N10°13'14"E a distance of 35.28 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 1.589 acres (69,198 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.



# EXHIBIT B



**km**  
**ENGINEERING**  
 5725 NORTH DISCOVERY WAY  
 BOISE, IDAHO 83713  
 PHONE (208) 639-6939  
 kmengllp.com

DATE:	July 2022
PROJECT:	21-172
SHEET:	1 OF 3

## Exhibit B - City of Meridian Water/Sewer Easement TM Center Subdivision No. 1

A Portion of the West 1/2 of the Northwest 1/4 of Section 14,  
 T3N., R1W., B.M., City of Meridian, Ada County, Idaho

P:\21-172\CAD\SURVEY\EXHIBITS\220719 WATER-SEWER EASEMENT 21-172.DWG, AARON BALLARD, 7/25/2022, \\KMEBOIDC1\TOSHIBA E-STUDIO907, ---

MATCH LINE - SEE SHEET 1

N00°33'33"E  
287.56'

L56

L55

L54

Proposed  
TM Center  
Subdivision No. 1

L53

L52

L51

L50

L49

L48

L47

L46

L45

C6

L44

C5

L43

C4

L42

S. Vanguard Way

S00°33'33"W 250.01'

L11

L12

L13

L14

L15

L16

L17

L18

L19

L20

L21

L22

L23

L24

L25

L26

L27

L28

L29

L30

L31

L32

L33

L34

L35

L36

L37

L38

L39

L40

Unplatted  
DWT Investments LLC &  
BVB Ten Mile Crossing Annex, LLC  
APN: S1214233674



0 80 160 240

Plan Scale: 1" = 80'

MATCH LINE

S89°26'27"E 189.00'

S89°26'27"E 176.06'

N89°26'27"W 169.00'

N89°26'27"W 185.41'

S89°26'27"E 176.06'

N89°26'27"W 185.41'

MATCH LINE



ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmengllp.com

DATE: July 2022

PROJECT: 21-172

SHEET:  
2 OF 3

Exhibit B - City of Meridian Water/Sewer Easement  
TM Center Subdivision No. 1

A Portion of the West 1/2 of the Northwest 1/4 of Section 14,  
T3N., R1W., B.M., City of Meridian, Ada County, Idaho

P:\21-172\CAD\SURVEY\EXHIBITS\220719 WATER-SEWER EASEMENT 21-172.DWG, AARON BALLARD, 7/25/2022, \\KMEBOIDC1\TOSHIBA E-STUDIO907, ---

P:\21-172\CAD\SURVEY\EXHIBITS\20719 WATER-SEWER EASEMENT 21-172.DWG, TREY ZIMMERMAN, 7/21/2022, DWG TO PDF.PC3, 08.5X11 P [PDF]

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°40'15"E	25.18
L2	S86°40'15"E	25.18
L3	S10°13'14"W	41.32
L4	S89°26'27"E	3.50
L5	S00°33'33"W	20.00
L6	N89°26'27"W	3.50
L7	S00°33'33"W	9.26
L8	S89°26'27"E	28.50
L9	S00°33'33"W	32.00
L10	N89°26'27"W	28.50
L11	S89°26'27"E	28.50
L12	S00°33'33"W	20.00
L13	N89°26'27"W	28.50
L14	S00°33'33"W	51.83
L15	S89°26'27"E	28.50
L16	S00°33'33"W	20.00
L17	N89°26'27"W	28.50
L18	S00°33'33"W	11.86
L19	S89°26'27"E	3.50
L20	S00°33'33"W	20.00
L21	N89°26'27"W	3.50

LINE TABLE		
LINE	BEARING	DISTANCE
L22	S00°33'33"W	69.11
L23	S89°26'27"E	28.50
L24	S00°33'33"W	12.00
L25	N00°33'33"E	25.00
L26	S89°26'27"E	20.00
L27	S00°33'33"W	25.00
L28	N00°33'33"E	25.00
L29	S89°26'27"E	20.00
L30	S00°33'33"W	26.22
L31	S82°01'57"E	103.16
L32	S07°58'03"W	20.00
L33	N82°01'57"W	111.30
L34	S00°33'33"W	25.00
L35	N89°26'27"W	20.00
L36	N00°33'33"E	25.00
L37	S00°33'33"W	25.00
L38	N89°26'27"W	20.00
L39	N00°33'33"E	25.00
L40	N89°26'27"W	28.72
L41	S23°36'56"W	72.03
L42	S12°44'36"W	14.99

LINE TABLE		
LINE	BEARING	DISTANCE
L43	N12°44'36"E	14.99
L44	N23°36'56"E	72.03
L45	N80°11'17"W	18.67
L46	N09°48'43"E	9.19
L47	N00°33'33"E	21.19
L48	S89°26'27"E	18.50
L49	N00°33'33"E	112.97
L50	N89°26'27"W	18.50
L51	N00°33'33"E	32.00
L52	S89°26'27"E	18.50
L53	N00°33'33"E	92.36
L54	N89°26'27"W	18.50
L55	N00°33'33"E	32.00
L56	S89°26'27"E	18.50
L57	N89°26'27"W	18.50
L58	N00°33'33"E	20.00
L59	S89°26'27"E	18.50
L60	N89°26'27"W	18.50
L61	N00°33'33"E	20.00
L62	S89°26'27"E	18.54
L63	N10°13'14"E	35.28

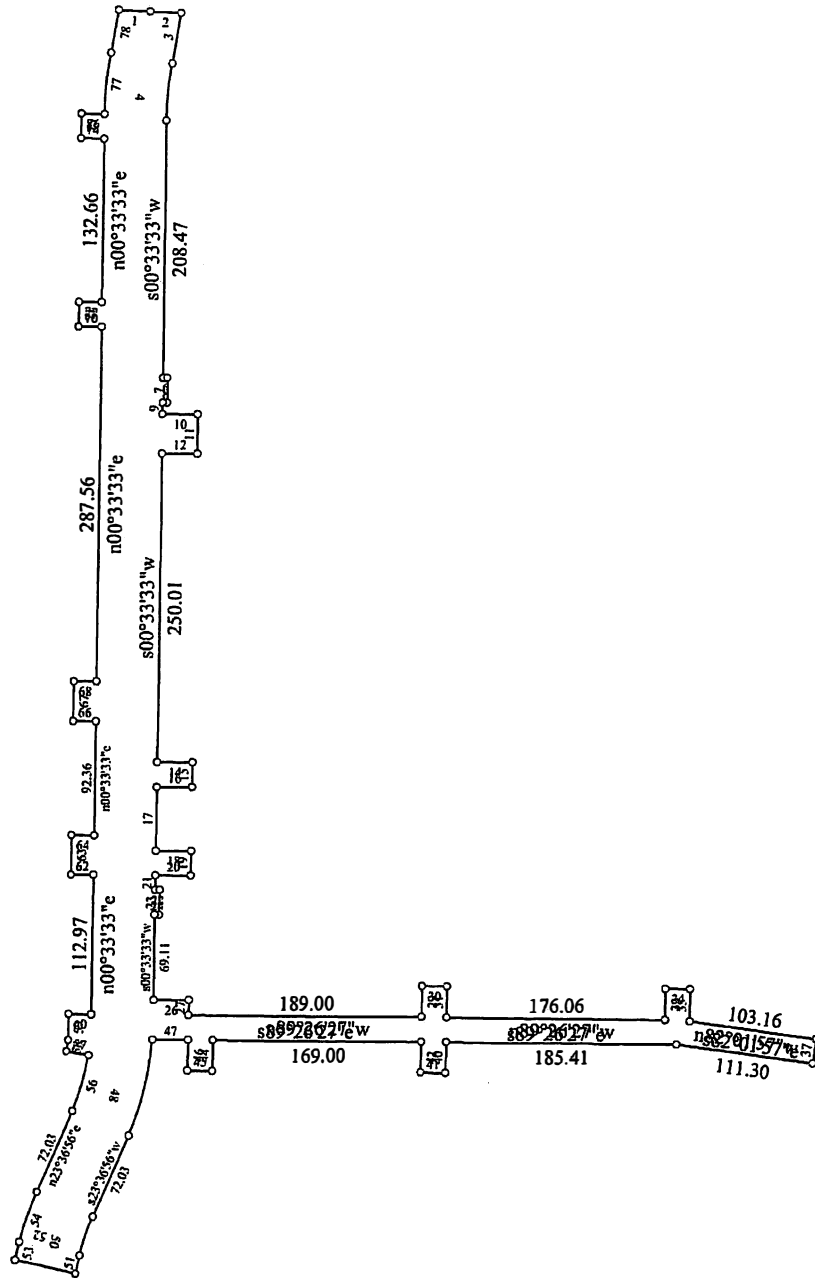
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	275.00'	46.37'	9°39'41"	S05°23'23"W	46.32'
C2	225.00'	80.54'	20°30'33"	S13°21'40"W	80.11'
C3	175.00'	33.21'	10°52'21"	S18°10'46"W	33.16'
C4	1057.03'	50.00'	2°42'38"	N77°15'19"W	50.00'
C5	225.00'	42.70'	10°52'21"	N18°10'46"E	42.63'
C6	175.00'	47.09'	15°25'02"	N15°54'25"E	46.95'
C7	325.00'	49.80'	8°46'48"	N05°49'50"E	49.75'



DATE: July 2022  
 PROJECT: 21-172  
 SHEET: 3 OF 3

Exhibit B - City of Meridian Water/Sewer Easement  
 TM Center Subdivision No. 1

A Portion of the West 1/2 of the Northwest 1/4 of Section 14,  
 T3N., R1W., B.M., City of Meridian, Ada County, Idaho



Title:	Date: 07-21-2022
Scale: 1 inch = 150 feet	File: Deed Plotter.des

# Data and Deed Call Listing of File: Deed Plotter.des

Tract 1: 1.589 Acres: 69198 Sq Feet: Closure = s20.0721e 0.01 Feet: Precision =1/332044: Perimeter = 3798 Feet

001=s86.4015e 25.18	058=n09.4843e 9.19
002=s86.4015e 25.18	059=n00.3333e 21.19
003=s10.1314w 41.32	060=s89.2627e 18.50
004: Lt, R=275.00, Delta=09.3941 Bng=s05.2323w, Chd=46.32	061=n00.3333e 112.97
005=s00.3333w 208.47	062=n89.2627w 18.50
006=s89.2627e 3.50	063=n00.3333e 32.00
007=s00.3333w 20.00	064=s89.2627e 18.50
008=n89.2627w 3.50	065=n00.3333e 92.36
009=s00.3333w 9.26	066=n89.2627w 18.50
010=s89.2627e 28.50	067=n00.3333e 32.00
011=s00.3333w 32.00	068=s89.2627e 18.50
012=n89.2627w 28.50	069=n00.3333e 287.56
013=s00.3333w 250.01	070=n89.2627w 18.50
014=s89.2627e 28.50	071=n00.3333e 20.00
015=s00.3333w 20.00	072=s89.2627e 18.50
016=n89.2627w 28.50	073=n00.3333e 132.66
017=s00.3333w 51.83	074=n89.2627w 18.50
018=s89.2627e 28.50	075=n00.3333e 20.00
019=s00.3333w 20.00	076=s89.2627e 18.54
020=n89.2627w 28.50	077: Rt, R=325.00, Delta=08.4648 Bng=n05.4950e, Chd=49.75
021=s00.3333w 11.86	078=n10.1314e 35.28
022=s89.2627e 3.50	
023=s00.3333w 20.00	
024=n89.2627w 3.50	
025=s00.3333w 69.11	
026=s89.2627e 28.50	
027=s00.3333w 12.00	
028=s89.2627e 189.00	
029=n00.3333e 25.00	
030=s89.2627e 20.00	
031=s00.3333w 25.00	
032=s89.2627e 176.06	
033=n00.3333e 25.00	
034=s89.2627e 20.00	
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037=s07.5803w 20.00	
038=n82.0157w 111.30	
039=n89.2627w 185.41	
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044=s00.3333w 25.00	
045=n89.2627w 20.00	
046=n00.3333e 25.00	
047=n89.2627w 28.72	
048: Rt, R=225.00, Delta=20.3033 Bng=s13.2140w, Chd=80.11	
049=s23.3656w 72.03	
050: Lt, R=175.00, Delta=10.5221 Bng=s18.1046w, Chd=33.16	
051=s12.4436w 14.99	
052: Lt, R=1057.03, Delta=02.4238 Bng=n77.1519w, Chd=50.00	
053=n12.4436e 14.99	
054: Rt, R=225.00, Delta=10.5221 Bng=n18.1046e, Chd=42.63	
055=n23.3656e 72.03	
056: Lt, R=175.00, Delta=15.2502 Bng=u15.5425e, Chd=46.95	
057=n80.1117w 18.67	