

Project Name (Subdivision):

Hill's Century Farm North #1

Water Main Easement Number: 2

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 20th day of July, 2021 between Century Farm Development LLC, DWT Investments LLC and RG Enterprises LTD. CO. , (“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]

GRANTOR:

DWT INVESTMENTS LLC
an Idaho limited liability company

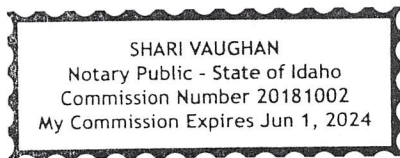
By: Brighton Corporation, an Idaho
Corporation, Manager

By: Robert L. Phillips, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 7th day of July, 2021, before me, the undersigned a Notary Public in and for said State, appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is the Manager of DWT Investments 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 the certificate first written above.



Notary Public for Idaho

My Commission expires: 6-1-2024

GRANTOR:

Century Farm Development LLC
an Idaho limited liability company

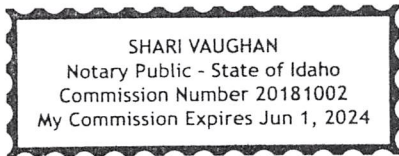
By: Brighton Corporation, an Idaho
Corporation, Manager

By: Robert L. Phillips, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 7th day of July, 2021, before me, the undersigned a Notary Public in and for said State, appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is the Manager of Century Farm Development 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.

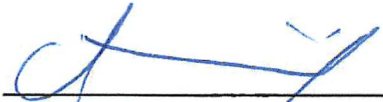
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first written above.



Notary Public for Idaho

My Commission expires: 6-1-2024

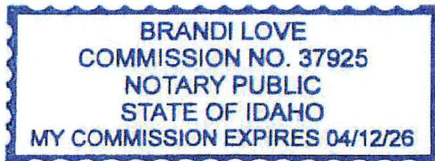
BV Management Services, Inc.,
Executive Manager



Cortney Liddiard, President

STATE OF IDAHO)
) ss
COUNTY OF Bonneville


This record was acknowledged before me on June 3, 2021, by Cortney Liddiard on behalf of BV Management Services, Inc., Executive Manager, in the following representative capacity: President.



Brandi Love

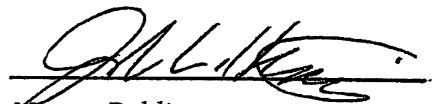
Notary Public
My commission expires: 4-12-2026

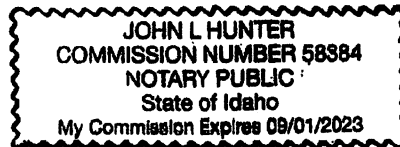
GRANTOR: RG Enterprises LTD. CO..


By: **Russell Griffiths, President**

STATE OF IDAHO)
) ss
COUNTY OF *ADA*)

This record was acknowledged before me on *July 2*, ²⁰²¹~~2020~~, by Russell Griffiths, on behalf of RG Enterprises LTD. CO., in the following representative capacity: **President.**


Notary Public
My Commission Expires: *9/1/23*



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-20-2021

Attest by Chris Johnson, City Clerk 7-20-2021

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

This record was acknowledged before me on 7-20-2021 (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: 3-28-2022



November 18, 2020
Century Farm Development, LLC
Project No. 18-163
Legal Description

EXHIBIT A

A parcel of land for a City of Meridian Water Easement situated in a portion of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

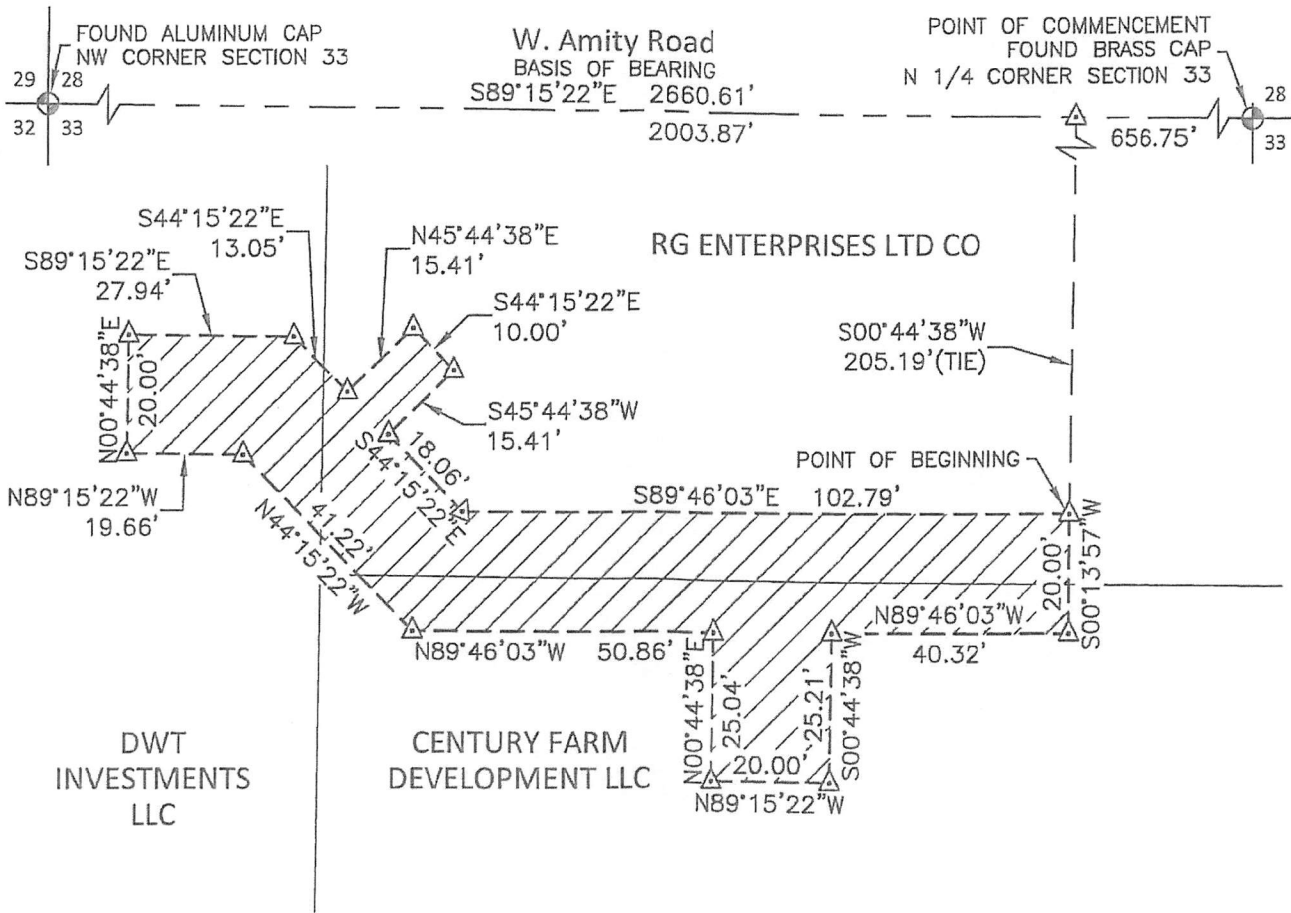
Commencing at a found brass cap monument marking the North 1/4 corner of said Section 33, which bears S89°15'22"E a distance of 2,660.61 feet from a found aluminum cap monument marking the Northwest corner of said Section 33;
Thence following the northerly line of said Northeast 1/4 of the Northwest 1/4, N89°15'22"W a distance of 656.75 feet;
Thence leaving said northerly line, S00°44'38"W a distance of 205.19 feet to the **POINT OF BEGINNING**.

Thence S00°13'57"W a distance of 20.00 feet;
Thence N89°46'03"W a distance of 40.32 feet;
Thence S00°44'38"W a distance of 25.21 feet;
Thence N89°15'22"W a distance of 20.00 feet;
Thence N00°44'38"E a distance of 25.04 feet;
Thence N89°46'03"W a distance of 50.86 feet;
Thence N44°15'22"W a distance of 41.22 feet;
Thence N89°15'22"W a distance of 19.66 feet;
Thence N00°44'38"E a distance of 20.00 feet;
Thence S89°15'22"E a distance of 27.94 feet;
Thence S44°15'22"E a distance of 13.05 feet;
Thence N45°44'38"E a distance of 15.41 feet;
Thence S44°15'22"E a distance of 10.00 feet;
Thence S45°44'38"W a distance of 15.41 feet;
Thence S44°15'22"E a distance of 18.06 feet;
Thence S89°46'03"E a distance of 102.79 feet to the **POINT OF BEGINNING**.

Said parcel contains 4,095 square feet (0.094 Acres), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

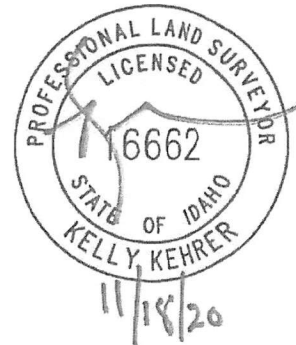
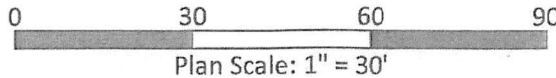
Attached hereto is Exhibit B and by this reference is made a part hereof.





LEGEND

- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- CALCULATED POINT
- SECTION LINE
- LOT LINE
- PROPOSED WATER EASEMENT



km
ENGINEERING
 9233 WEST STATE STREET
 BOISE, IDAHO 83714
 PHONE (208) 639-6939
 kmengllp.com

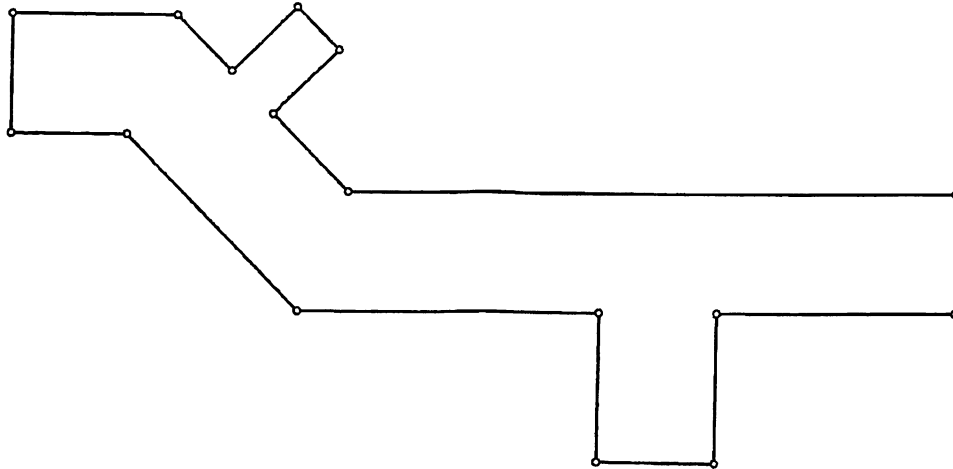
DATE: 11/18/20

PROJECT: 18-163

SHEET:
 1 OF 1

EXHIBIT B
CITY OF MERIDIAN WATER EASEMENT

A PORTION OF THE NE 1/4, NW 1/4, SECTION 33, TOWNSHIP 3 NORTH
 RANGE 1 EAST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO



Title:		Date: 11-18-2020
Scale: 1 inch = 30 feet	File: Deed Plotter.des	
Tract 1: 0.094 Acres: 4095 Sq Feet: Closure = s37.5103e 0.02 Feet: Precision =1/29785: Perimeter = 465 Feet		
001=s00.1357w 20.00	007=n44.1522w 41.22	013=s44.1522e 10.00
002=n89.4603w 40.32	008=n89.1522w 19.66	014=s45.4438w 15.41
003=s00.4438w 25.21	009=n00.4438e 20.00	015=s44.1522e 18.06
004=n89.1522w 20.00	010=s89.1522e 27.94	016=s89.4603e 102.79
005=n00.4438e 25.04	011=s44.1522e 13.05	
006=n89.4603w 50.86	012=n45.4438e 15.41	