

Project Name or Subdivision Name:

Records Apartments

Sanitary Sewer & Water Main Easement Number: 3

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-2026-0095

### **SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement made this 28th day of April 2026 between DWT Investments LLC and BVZ Records Village, 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, its 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 shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs. Notwithstanding the foregoing, the Grantor shall be permitted to install one (1) free-standing sign that spans the easement area ("Sign"), as depicted on EXHIBIT C attached hereto and incorporated herein, so long as the foundations for the Sign are located outside the easement area and the vertical clearance between the bottom of the Sign and surface of the easement area is sixteen (16) feet or greater.

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  
Its: Manager

By:   
Robert L. Phillips, President of Manager

STATE OF IDAHO    )  
                              :ss.  
County of Ada     )

On this 15<sup>th</sup> day of April, 2026, 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 02/12/2032

**BVZ RECORDS VILLAGE, LLC**  
an Idaho limited liability company

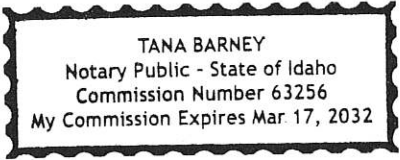
By: BV Executive Management Services, Inc.,  
an Idaho corporation, the Manager

By: Jake Stevens  
Jake Stevens, President of Manager

STATE OF IDAHO )  
  :SS.  
County of Bonneville )

On this 15<sup>th</sup> day of April, 2022, before me, the Notary Public in and for said State, personally appeared Jake Stevens known or identified to me to be the President of of BV Executive Management Services, Inc., the Manager of BVZ RECORDS VILLAGE, 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.



[Signature]  
Notary Public for Idaho  
My Commission expires 3.17.32

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor      4-28-2026

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk      4-28-2026

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

This record was acknowledged before me on 4-28-2026 (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: 3-28-2028

April 3, 2026  
Project No. 24-249  
City of Meridian Sewer and Water Easement  
Legal Description

**Exhibit A**

Parcels of land for a City of Meridian Sewer and Water Easement situated in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the South 1/4 corner of said Section 4, which bears S89°22'45"E a distance of 2,659.59 feet from a found aluminum cap marking the Southwest corner of said Section 4;  
Thence following the southerly line of said Southeast 1/4 of the Southwest 1/4, N89°22'45"W a distance of 583.19 feet;  
Thence leaving said southerly line, N00°24'03"E a distance of 416.11 feet to the easterly right-of-way of N. Records Avenue and being **POINT OF BEGINNING 1**.

Thence following said easterly right-of-way, N00°21'10"E a distance of 20.00 feet;  
Thence leaving said easterly right-of-way, S89°27'48"E a distance of 159.81 feet;  
Thence N00°32'12"E a distance of 3.61 feet;  
Thence N89°27'48"W a distance of 27.48 feet;  
Thence N00°32'12"E a distance of 22.25 feet;  
Thence S89°27'48"E a distance of 27.48 feet;  
Thence N00°32'12"E a distance of 37.27 feet;  
Thence S89°27'48"E a distance of 39.38 feet;  
Thence S00°32'12"W a distance of 20.00 feet;  
Thence N89°27'48"W a distance of 19.38 feet;  
Thence S00°32'12"W a distance of 102.59 feet;  
Thence S89°27'48"E a distance of 19.50 feet;  
Thence S00°32'12"W a distance of 20.00 feet;  
Thence N89°27'48"W a distance of 19.50 feet;  
Thence S00°32'12"W a distance of 16.69 feet;  
Thence S89°27'48"E a distance of 23.19 feet;  
Thence N00°32'12"E a distance of 130.78 feet;  
Thence S89°27'48"E a distance of 316.24 feet;  
Thence N00°32'12"E a distance of 118.00 feet;  
Thence S89°27'48"E a distance of 50.50 feet to a point on existing Cross Access and Utility Easement per Instrument No. 112137356 and 2014-067559, said point hereinafter referred to as "POINT A";  
Thence following said existing easement, S00°32'11"W a distance of 20.00 feet;  
Thence leaving said existing easement, N89°27'48"W a distance of 30.50 feet;  
Thence S00°32'12"W a distance of 118.00 feet;  
Thence N89°27'48"W a distance of 316.24 feet;  
Thence S00°32'12"W a distance of 110.78 feet;  
Thence S89°27'48"E a distance of 79.58 feet;  
Thence S00°32'12"W a distance of 126.00 feet;  
Thence S89°27'48"E a distance of 228.66 feet;  
Thence N00°32'12"E a distance of 112.31 feet;  
Thence S89°37'07"E a distance of 38.50 feet to said existing Cross Access and Utility Easement;  
Thence following said existing easement, S00°32'11"W a distance of 20.00 feet;  
Thence leaving said existing easement, N89°37'07"W a distance of 18.50 feet;  
Thence S00°32'12"W a distance of 112.36 feet;  
Thence N89°27'48"W a distance of 26.63 feet;

Thence S00°32'12"W a distance of 24.34 feet;  
Thence N89°27'48"W a distance of 27.67 feet;  
Thence N00°32'12"E a distance of 24.34 feet;  
Thence N89°27'48"W a distance of 86.57 feet;  
Thence S00°32'12"W a distance of 13.45 feet;  
Thence N89°27'48"W a distance of 20.00 feet;  
Thence N00°32'12"E a distance of 13.45 feet;  
Thence N89°27'48"W a distance of 107.79 feet;  
Thence N00°32'12"E a distance of 126.00 feet;  
Thence N89°27'48"W a distance of 122.77 feet;  
Thence N00°32'12"E a distance of 22.81 feet;  
Thence N89°27'48"W a distance of 23.53 feet;  
Thence N00°32'12"E a distance of 22.25 feet;  
Thence S89°27'48"E a distance of 23.53 feet;  
Thence N00°32'12"E a distance of 51.09 feet;  
Thence N89°27'48"W a distance of 159.74 feet to **POINT OF BEGINNING 1.**

Said parcel contains 0.783 acres (34,111 square feet), more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as "POINT A", thence following said existing Cross Access and Utility Easement, N00°32'11"E a distance of 77.21 feet to **POINT OF BEGINNING 2.**

Thence leaving said existing Cross Access and Utility Easement, N89°27'48"W a distance of 31.43 feet;  
Thence N00°32'12"E a distance of 22.25 feet;  
Thence S89°27'48"E a distance of 31.43 feet to said existing Cross Access and Utility Easement;  
Thence following said existing Cross Access and Utility Easement, S00°32'11"W a distance of 22.25 feet to **POINT OF BEGINNING 2.**

Said parcel contains 699 square feet, more or less.

Said description contains a total of 0.799 acres (34,810 square feet), more or less and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

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








SPECIAL WARRANTY  
DEED INST. No.  
2021-179588

N. Records Avenue

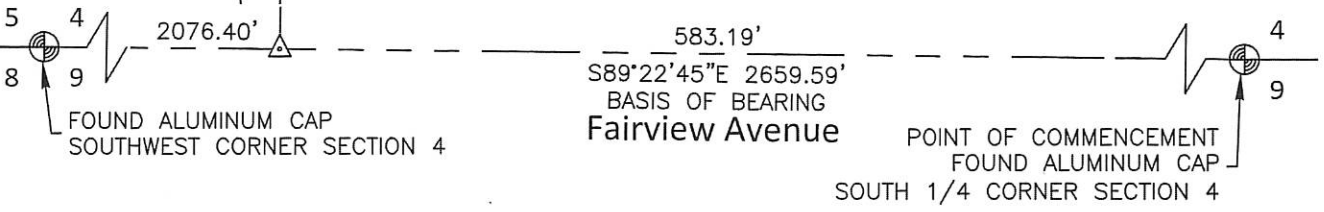
POINT OF BEGINNING 1

N00°24'03"E 416.11' (TIE)

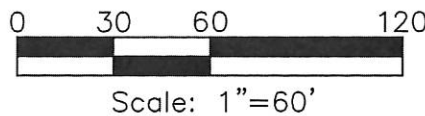
**LEGEND**

-  FOUND ALUMINUM CAP
-  CALCULATED POINT
-  BOUNDARY LINE
-  EASEMENT
-  EXISTING CROSS ACCESS AND UTILITY EASEMENT PER INST. No.s 112137356 AND 2014-067559

MATCH LINE - SEE SHEET 2



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



**Exhibit B**  
**City of Meridian Sewer and Water Easement**

A portion of the SE 1/4 of the SW 1/4 of Section 4,  
T3N., R1E., B.M., City of Meridian, Ada County, Idaho

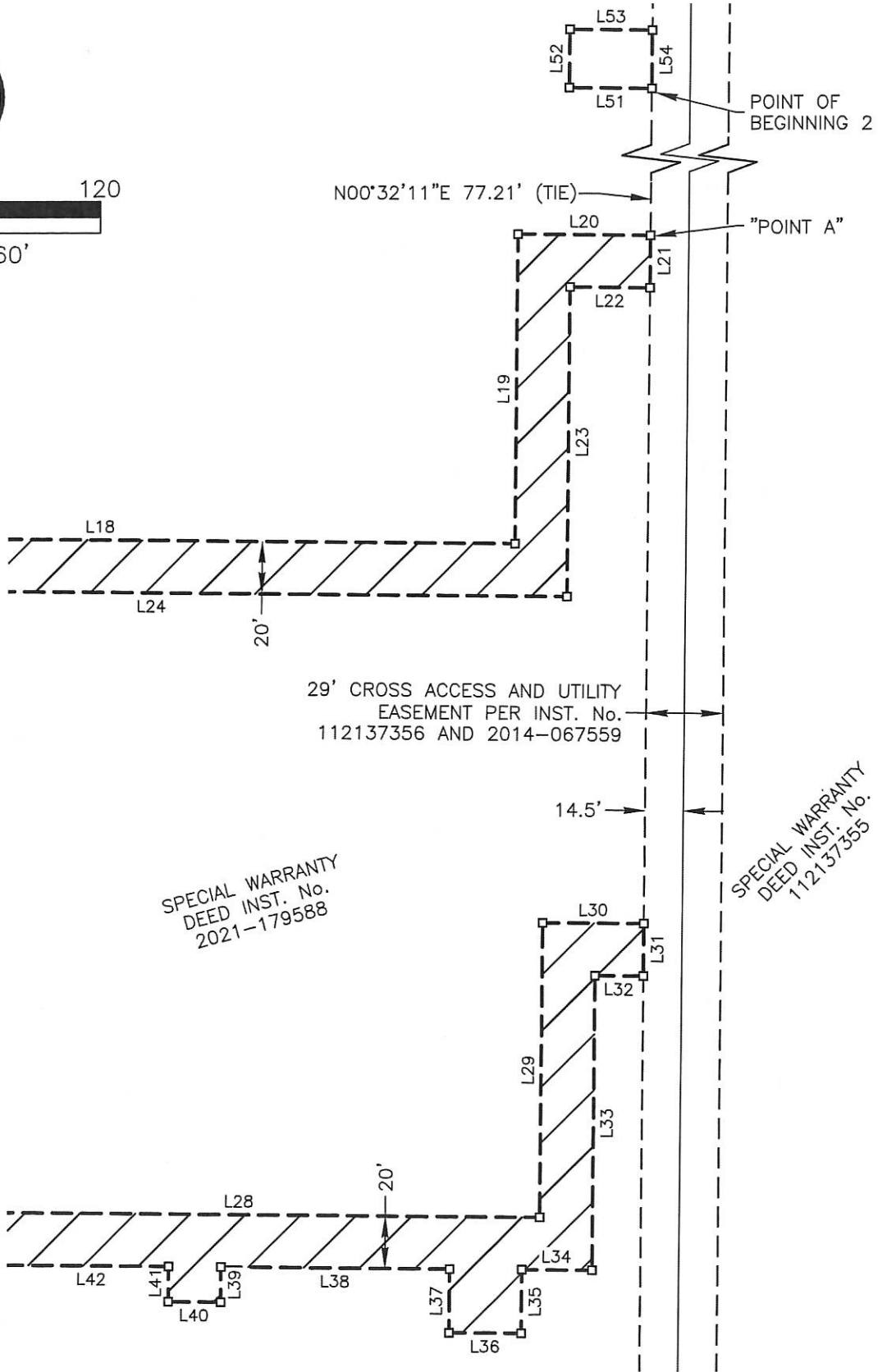
DATE:	April 2026
PROJECT:	24-249
SHEET:	1 OF 3

P:\24-249\SURVEY\CAD\EXHIBITS\260403 WATER SEWER EASEMENT 24-249.DWG, KOBE ZIMMERMAN, 4/3/2026, DWG TO PDF.PC3, ----



Scale: 1"=60'

MATCH LINE - SEE SHEET 1



29' CROSS ACCESS AND UTILITY EASEMENT PER INST. No. 112137356 AND 2014-067559

SPECIAL WARRANTY DEED INST. No. 2021-179588

SPECIAL WARRANTY DEED INST. No. 112137355

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

DATE: April 2026  
PROJECT: 24-249

SHEET:  
2 OF 3

Exhibit B  
City of Meridian Sewer and Water Easement

A portion of the SE 1/4 of the SW 1/4 of Section 4,  
T3N., R1E., B.M., City of Meridian, Ada County, Idaho

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°21'10"E	20.00
L2	S89°27'48"E	159.81
L3	N00°32'12"E	3.61
L4	N89°27'48"W	27.48
L5	N00°32'12"E	22.25
L6	S89°27'48"E	27.48
L7	N00°32'12"E	37.27
L8	S89°27'48"E	39.38
L9	S00°32'12"W	20.00
L10	N89°27'48"W	19.38
L11	S00°32'12"W	102.59
L12	S89°27'48"E	19.50
L13	S00°32'12"W	20.00
L14	N89°27'48"W	19.50
L15	S00°32'12"W	16.69
L16	S89°27'48"E	23.19
L17	N00°32'12"E	130.78
L18	S89°27'48"E	316.24
L19	N00°32'12"E	118.00
L20	S89°27'48"E	50.50
L21	S00°32'11"W	20.00
L22	N89°27'48"W	30.50
L23	S00°32'12"W	118.00
L24	N89°27'48"W	316.24
L25	S00°32'12"W	110.78
L26	S89°27'48"E	79.58
L27	S00°32'12"W	126.00

LINE TABLE		
LINE	BEARING	DISTANCE
L28	S89°27'48"E	228.66
L29	N00°32'12"E	112.31
L30	S89°37'07"E	38.50
L31	S00°32'11"W	20.00
L32	N89°37'07"W	18.50
L33	S00°32'12"W	112.36
L34	N89°27'48"W	26.63
L35	S00°32'12"W	24.34
L36	N89°27'48"W	27.67
L37	N00°32'12"E	24.34
L38	N89°27'48"W	86.57
L39	S00°32'12"W	13.45
L40	N89°27'48"W	20.00
L41	N00°32'12"E	13.45
L42	N89°27'48"W	107.79
L43	N00°32'12"E	126.00
L44	N89°27'48"W	122.77
L45	N00°32'12"E	22.81
L46	N89°27'48"W	23.53
L47	N00°32'12"E	22.25
L48	S89°27'48"E	23.53
L49	N00°32'12"E	51.09
L50	N89°27'48"W	159.74
L51	N89°27'48"W	31.43
L52	N00°32'12"E	22.25
L53	S89°27'48"E	31.43
L54	S00°32'11"W	22.25

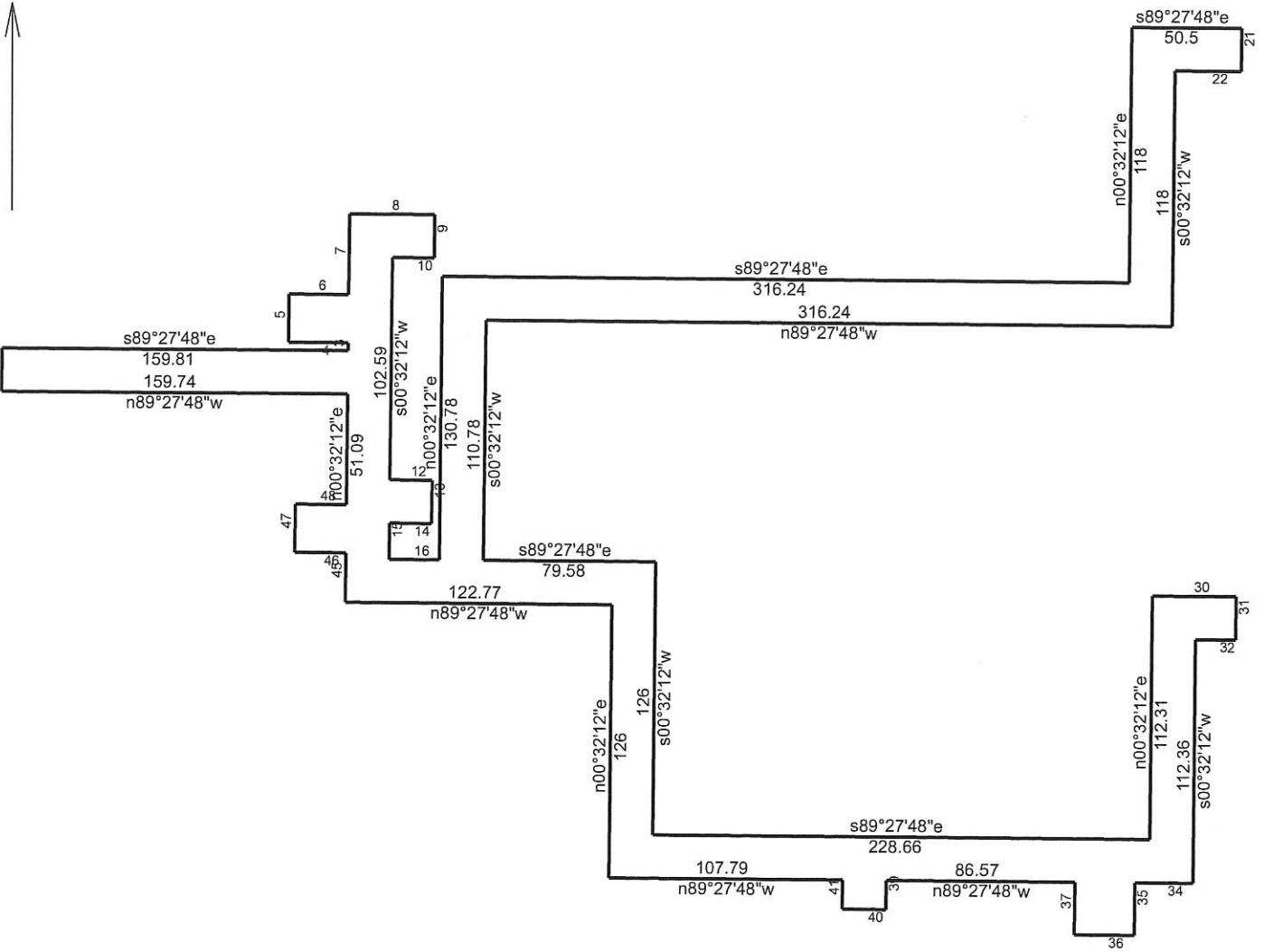


DATE: April 2026  
PROJECT: 24-249

SHEET:  
3 OF 3

Exhibit B  
City of Meridian Sewer and Water Easement

A portion of the SE 1/4 of the SW 1/4 of Section 4,  
T3N., R1E., B.M., City of Meridian, Ada County, Idaho



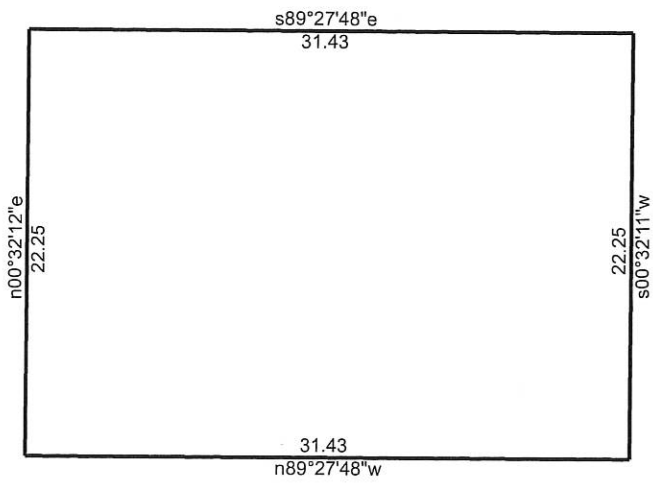
4/3/2026

Scale: 1 inch= 80 feet

File:

Tract 1: 0.7831 Acres (34111 Sq. Feet), Closure: s55.5318w 0.01 ft. (1/474427), Perimeter=3421 ft.

- |                     |                     |
|---------------------|---------------------|
| 01 n00.2110e 20     | 28 s89.2748e 228.66 |
| 02 s89.2748e 159.81 | 29 n00.3212e 112.31 |
| 03 n00.3212e 3.61   | 30 s89.3707e 38.5   |
| 04 n89.2748w 27.48  | 31 s00.3211w 20     |
| 05 n00.3212e 22.25  | 32 n89.3707w 18.5   |
| 06 s89.2748e 27.48  | 33 s00.3212w 112.36 |
| 07 n00.3212e 37.27  | 34 n89.2748w 26.63  |
| 08 s89.2748e 39.38  | 35 s00.3212w 24.34  |
| 09 s00.3212w 20     | 36 n89.2748w 27.67  |
| 10 n89.2748w 19.38  | 37 n00.3212e 24.34  |
| 11 s00.3212w 102.59 | 38 n89.2748w 86.57  |
| 12 s89.2748e 19.5   | 39 s00.3212w 13.45  |
| 13 s00.3212w 20     | 40 n89.2748w 20     |
| 14 n89.2748w 19.5   | 41 n00.3212e 13.45  |
| 15 s00.3212w 16.69  | 42 n89.2748w 107.79 |
| 16 s89.2748e 23.19  | 43 n00.3212e 126    |
| 17 n00.3212e 130.78 | 44 n89.2748w 122.77 |
| 18 s89.2748e 316.24 | 45 n00.3212e 22.81  |
| 19 n00.3212e 118    | 46 n89.2748w 23.53  |
| 20 s89.2748e 50.5   | 47 n00.3212e 22.25  |
| 21 s00.3211w 20     | 48 s89.2748e 23.53  |
| 22 n89.2748w 30.5   | 49 n00.3212e 51.09  |
| 23 s00.3212w 118    | 50 n89.2748w 159.74 |
| 24 n89.2748w 316.24 |                     |
| 25 s00.3212w 110.78 |                     |
| 26 s89.2748e 79.58  |                     |
| 27 s00.3212w 126    |                     |



4/3/2026

Scale: 1 inch= 10 feet

File:

Tract 1: 0.0161 Acres (699 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/986121), Perimeter=107 ft.

- 01 n89.2748w 31.43
- 02 n00.3212e 22.25
- 03 s89.2748e 31.43
- 04 s00.3211w 22.25

EXHIBIT C

Depiction of Sign

