

Project Name or Subdivision Name:

TM Crossing Subdivision No. 2

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-2025-0165

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between
DWT Investments LLC, Tomlinson Foundation and SCS Investments 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, 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.

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

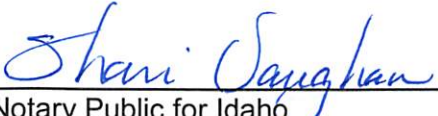
By: Brighton Corporation, an Idaho
corporation, Manager

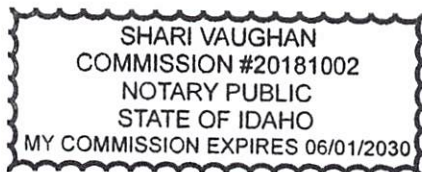
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :ss.
County of Ada)

On this 20th day of November, 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, 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 6-1-2030



GRANTOR:

TOMLINSON FOUNDATION

a California nonprofit public benefit corporation

By: Mark Lindsay
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.

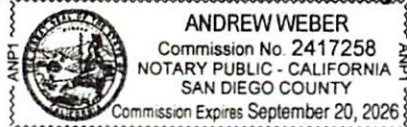
State of California
County of San Diego

On November 19, 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 Mark Lindsay (Seal)

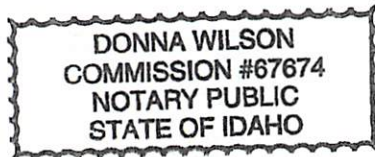
GRANTOR:

SCS INVESTMENTS LLC
an Idaho limited liability company

By: 
Michael A. Hall, President

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on November 20, 2025, by Michael A. Hall as the President of SCS Investments LLC, an Idaho limited liability company.




Notary Public for Idaho
My Commission Expires: 5-6-2028

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

: SS.

County of Ada)

This record was acknowledged before me on _____ (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: _____

November 17, 2025
Project No.: 25-093
TM Crossing Subdivision No. 2
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian water easement being a portion of Lots 11 and 12, Block 2 of TM Crossing Subdivision No. 2 (Book 113 of Plats, Pages 16733-16735, records of Ada County, Idaho), situated in the Southwest 1/4 of Section 14, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a 5/8-inch rebar marking the Southwest corner of said Lot 12, which bears S89°11'04"E a distance of 184.55 feet from a 5/8-inch rebar marking the Southwest corner of said Lot 11, thence following the southerly boundary of said Lot 12, S89°11'04"E a distance of 74.92 feet to the **POINT OF BEGINNING**.

Thence leaving said southerly boundary, N00°48'56"E a distance of 36.25 feet;
Thence N89°11'04"W a distance of 47.69 feet;
Thence N00°48'35"E a distance of 196.81 feet;
Thence N89°11'25"W a distance of 22.50 feet;
Thence S00°48'35"W a distance of 16.50 feet;
Thence N89°11'25"W a distance of 24.50 feet;
Thence N00°48'35"E a distance of 36.50 feet;
Thence S89°11'25"E a distance of 47.00 feet;
Thence N00°48'35"E a distance of 36.62 feet;
Thence N89°11'25"W a distance of 187.24 feet to the easterly boundary of a City of Meridian water easement recorded as Instrument No. 2018-017726, records of Ada County, Idaho;
Thence following said easterly boundary the following five (5) courses:

1. N00°48'26"E a distance of 4.95 feet;
2. S89°11'34"E a distance of 18.39 feet;
3. N00°48'26"E a distance of 10.00 feet;
4. N89°11'34"W a distance of 18.39 feet;
5. N00°48'26"E a distance of 15.05 feet;

Thence leaving said easterly boundary, S89°11'25"E a distance of 18.39 feet;
Thence S00°48'35"W a distance of 10.00 feet;
Thence S89°11'25"E a distance of 188.85 feet;
Thence S00°48'35"W a distance of 93.00 feet;
Thence S89°11'25"E a distance of 13.00 feet;
Thence S00°48'35"W a distance of 20.00 feet;
Thence N89°11'25"W a distance of 13.00 feet;
Thence S00°48'35"W a distance of 140.42 feet;
Thence S89°11'04"E a distance of 47.69 feet;
Thence S00°48'56"W a distance of 56.25 feet to the southerly boundary of said Lot 12;
Thence following said southerly boundary, N89°11'04"W a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 12,496 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.



P:\25-093\SURVEY\CAD\EXHIBITS\25-093 WATER EASEMENT 25-093.DWG, CRAIG DRAPER, 11/17/2025, DWG TO PDF PC3, 085X11 P [PDF]

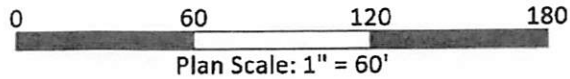
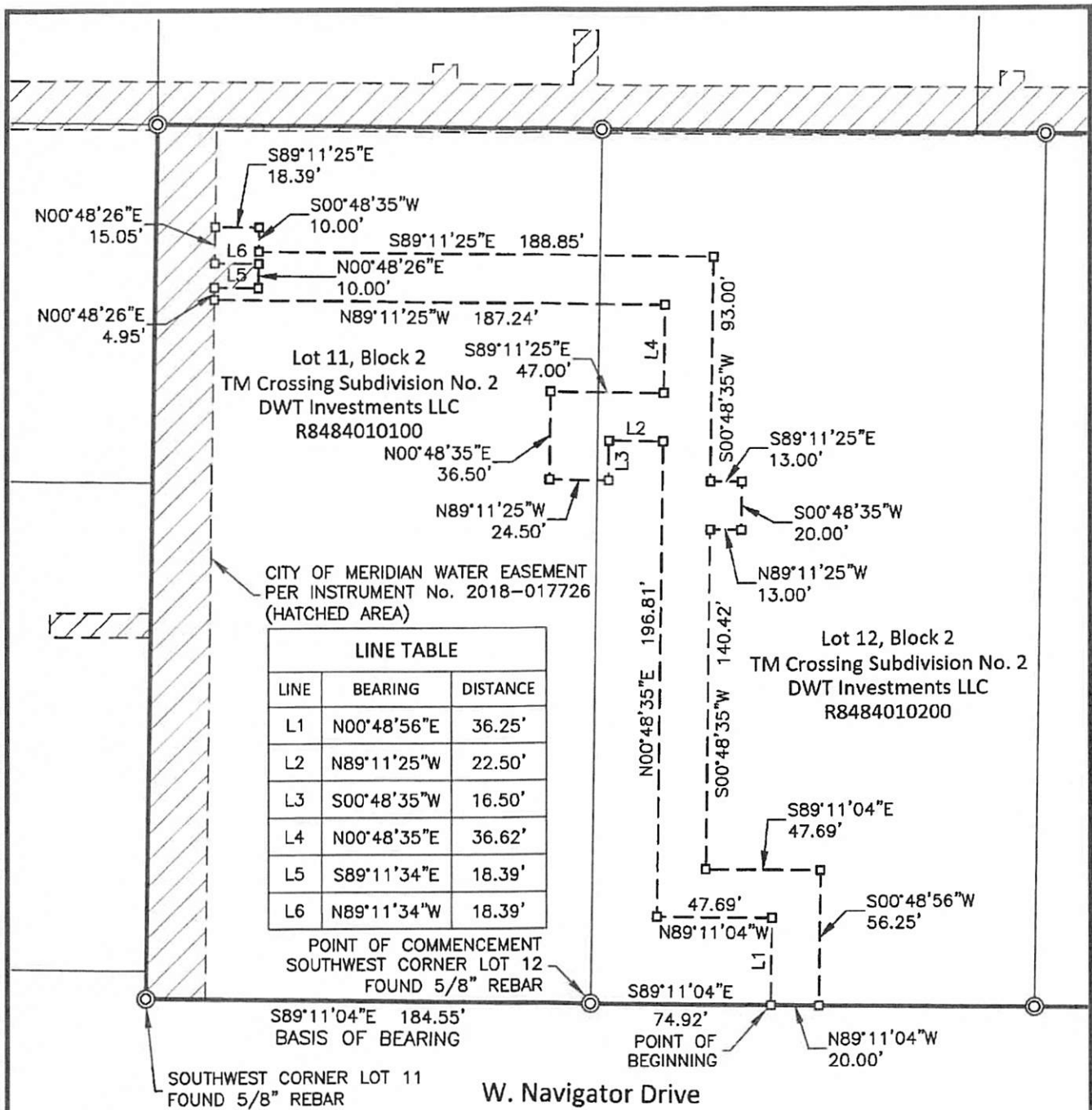


Exhibit B City of Meridian Water Easement

Lots 11 & 12, Block 2 of TM Crossing Subdivision No. 2
SW1/4 Sec. 14, T3N, R1W, BM, City of Meridian, Ada County, Idaho

DATE: November 2025
PROJECT: 25-093
SHEET: 1 OF 1

