

Project Name or Subdivision Name:

TM Crossing Subdivision No. 5

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 ESMT-2026-0033

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 10th day of March 2026 between BVB Ten Mile Crossing Annex, LLC, DWT Investments LLC 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.

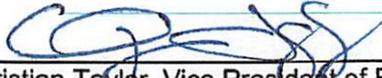
IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

BVB TEN MILE CROSSING ANNEX, LLC

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

By: 
Christian Taylor, Vice President of Real Estate

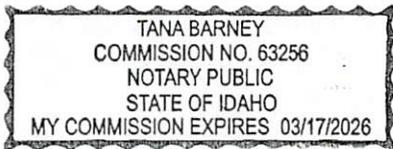
STATE OF IDAHO)

:ss.

County of Bonneville)

On this 18th day of February, 2026, before me, the Notary Public in and for said State, personally appeared Christian Taylor, known or identified to me to be the Vice President of Real Estate for BV Executive Management, Inc. the Manager of BVB Ten Mile Crossing Annex, LLC, 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.

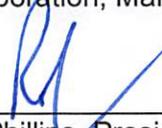



Notary Public for Idaho
My Commission expires 3.17.2024

GRANTOR:

DWT INVESTEMENTS, LLC
an Idaho limited liability company

By: Brighton Corporation,
Idaho corporation, Manager

By: 
Robert L. Phillips, President

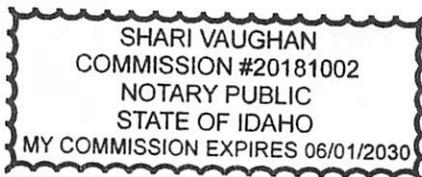
STATE OF IDAHO)

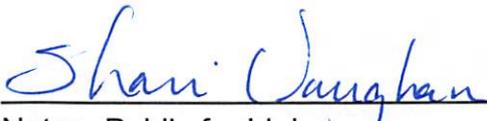
:ss.

County of Ada)

On this 18th day of February, 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, 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:

SCS INVESTMENTS, LLC
an Idaho limited liability company

By: Michael A Hall
Michael A Hall, President

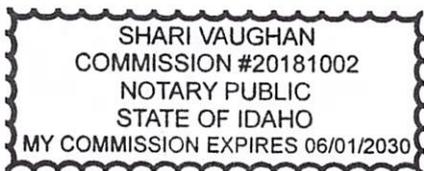
STATE OF IDAHO)

:ss.

County of Ada)

On this 18th day of February, 2026, before me, the Notary Public in and for said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS Investments LLC, 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.



Shari Vaughan
Notary Public for Idaho
My Commission expires 6-1-2030

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 3-10-2026

Attest by Chris Johnson, City Clerk 3-10-2026

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

This record was acknowledged before me on 3-10-2026 (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

LEGAL DESCRIPTION

A parcel of land located in the southwest quarter of the northwest quarter 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 northwest corner of Lot 11, Block 1 of TM Crossing Subdivision No. 5, thence along the West line of said Lot 11 S 16°01'31" W 71.49 feet to a tangent curve left, thence along said curve an arc length of 21.25 feet (RADIUS=80.00'; DELTA=15°13'15"; CHORD=S 8°24'48" W 21.19'), thence S 82°18'43" E 20.53 feet to a point on the East line of an existing City of Meridian Water easement Instr. No. 2022-033774, said point also being the **POINT OF BEGINNING**;

Thence S 89°25'21" E 12.69 feet to a point;

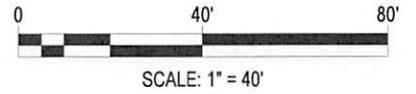
Thence S 00°34'39" W 20.00 feet to a point;

Thence N 89°25'21" W 12.77 feet to a point on said East line;

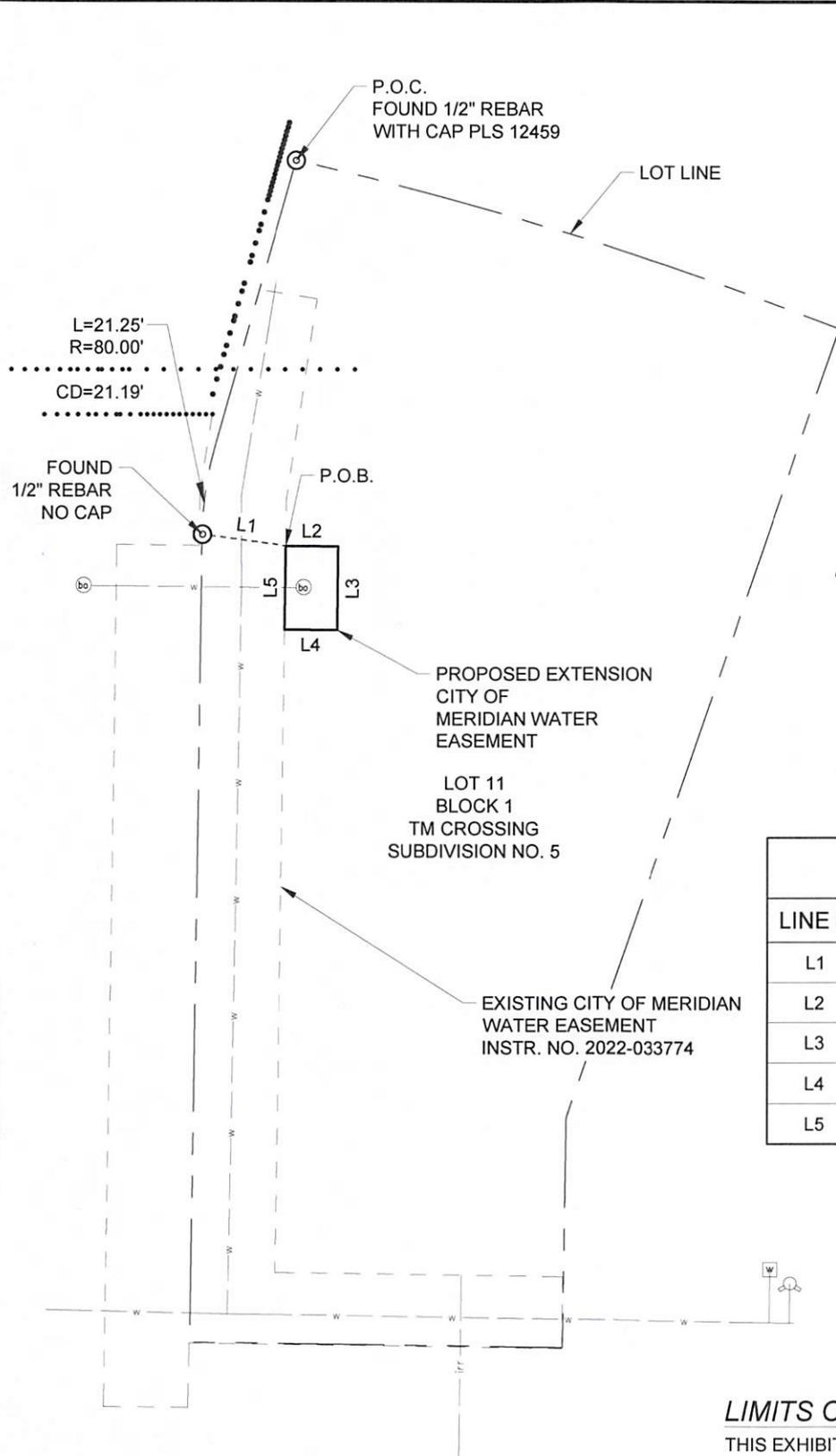
Thence along said East line, N 00°48'26" E 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 255 sq. ft. (0.006 acres), more or less.





H:\2025\ID-11357-25 Swig Drinks - Ten Mile Crossing\Project Data\02 CAD\02.03 Sheet Files\Concepts & Exhibits\20260212_ID-11357-25 Water Easement Extension_SMBO.dwg Sean Boggs 2/12/2026 10:34 AM



LINE TABLE		
LINE #	DISTANCE	DIRECTION
L1	20.53'
L2	12.69'
L3	20.00'
L4	12.77'
L5	20.00'

LIMITS OF USAGE
 THIS EXHIBIT DOES NOT CONSTITUTE A RECORD OF SURVEY NOR SHOULD IT BE USED TO CONVEY TITLE. IT IS A GRAPHICAL REPRESENTATION OF THE WRITTEN LEGAL DESCRIPTION.

Horrocks.
 2162 West Grove Pkwy., Ste 100
 Pleasant Grove, UT 84062
 (801) 763-5100
 www.horrocks.com

WATER EASEMENT

Exhibit B

DRAWING INFO	
DATE	02/12/26
SCALE	1" = 40'
REV #	DATE
*SEE 2nd SHEET FOR LISTING	
PROJ. NO:	ID-11357-25

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