

Project Name (Subdivision):

Paramount Point

Water Main Easement Number: 1

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 _____ day of _____, 2021, between DWT Investments LLC, The Thomas W. Tomlinson Administrative Trust under the Tomlinson Family Trust dated 4/7/1982, BVA UC RE Paramount LLC, and First Federal Savings Bank of Twin Falls (collectively “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.

GRANTOR:

DWT Investments LLC, an Idaho limited liability company
By: Brighton Corporation, an Idaho corporation, Manager

By: _____
Robert L. Phillips, President

The Thomas W. Tomlinson Administrative Trust Under the
Tomlinson Family Trust dated April 7, 1982

By: _____
Mark W. Lindsay, Co-Trustee

By: _____
David W. Turnbull, Co-Trustee

BVA UC RE Paramount LLC, an Idaho limited liability company
By: BV Management Services, Inc., Its Executive Manager

By: _____
Thel W. Casper, Vice President

First Federal Savings Bank of Twin Falls, a(n) _____

By: _____
Name: _____
Title: _____

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Tomlinson Family Trust dated April 7, 1982

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Mark W. Lindsay, Co-Trustee

By: _____
David W. Turnbull, Co-Trustee

BVA UC RE Paramount LLC, an Idaho limited liability company
By: BV Management Services, Inc., Its Executive Manager

By: _____
~~Cortney Liddiard, President~~

First Federal Savings Bank of Twin Falls, a(n) _____

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Title: _____

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By: _____
David W. Turnbull, Co-Trustee

BVA UC RE Paramount LLC, an Idaho limited liability company
By: BV Management Services, Inc., Its Executive Manager

By: _____
Cortney Liddiard, President

First Federal Savings Bank of Twin Falls, a(n) Federally Chartered Savings Bank

By: Jason A Meyerhoeffer
Name: Jason A. Meyerhoeffer
Title: President and CEO

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 February 22, 2021 before me, Ileana Soranidis Notary Public
(insert name and title of the officer)

personally appeared Mark W. Lindsay, Co-Trustee
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 *[Handwritten Signature]* (Seal)



ILEANA SORANIDIS
Commission No. 227977
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires March 4, 2023

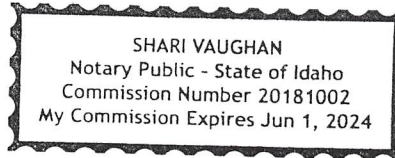


State of Idaho)
) ss.
County of Ada)

This instrument was signed or acknowledged before me on February 23rd, 2021, by Robert L. Phillips, as President of Brighton Corporation, the Manager of DWT Investments LLC, an Idaho limited liability company.

Shari Vaughan
My commission expires 6-1-2024

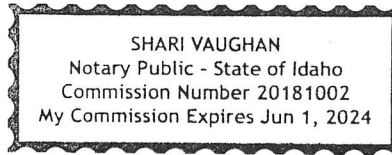
State of Idaho)
) ss.
County of Ada)



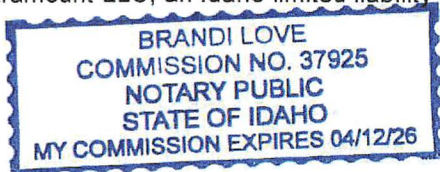
This instrument was signed or acknowledged before me on February 23rd, 2021, by David W. Turnbull, as Co-Trustee of the Thomas W. Tomlinson Administrative Trust Under the Tomlinson Family Trust, an irrevocable California Trust.

Shari Vaughan
My commission expires 6-1-2024

State of Idaho)
) ss.
County of Bonneville)



This instrument was signed or acknowledged before me on February 19, 2021, by Thel W. Casper, as Vice President of BV Management Services, Inc., the Executive Manager of BVA UC RE Paramount LLC, an Idaho limited liability company.



Brandi Love
My commission expires 4-12-2026

State of Idaho)
) ss.
County of Twin Falls)

This instrument was signed or acknowledged before me on February _____, 2021, by _____, [name] as _____ [title] of First Federal Savings of Twin Falls, a(n) _____ [state of organization] _____ [type of entity].

My commission expires _____

Date: January 16, 2021
Project: ID-2166-2001
Page: 1 of 3

EXHIBIT "A"
PARAMOUNT POINT SUBDIVISION DOMESTIC WATER EASEMENT

This easement is situated in the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 25, Township 4 North, Range 1 West of the Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the northwest corner of said N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$, from which the northeast corner of the N.E. $\frac{1}{4}$ of said Section 25 bears S.89°37'14"E., 2669.41 feet; thence along the west boundary of said N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$,

- 1) S.00°31'43"W., 267.55 feet to the **POINT OF BEGINNING**; thence leaving said west boundary,
- 2) S.89°27'35"E., 139.87 feet; thence,
- 3) N.00°32'25"E., 63.47 feet; thence,
- 4) N.44°27'35"W., 17.61 feet; thence,
- 5) N.89°27'11"W., 9.77 feet; thence,
- 6) N.00°32'49"E., 16.03 feet; thence,
- 7) N.45°32'25"E., 10.57 feet; thence,
- 8) S.44°27'35"E., 42.07 feet; thence,
- 9) S.00°32'25"W., 17.77 feet; thence,
- 10) S.89°28'56"E., 10.00 feet; thence,
- 11) S.00°31'04"W., 15.00 feet; thence,
- 12) N.89°28'56"W., 10.00 feet; thence,

- 13) S.00°32'25"W., 87.16 feet; thence,
- 14) S.89°27'35"E., 133.44 feet; thence,
- 15) N.45°00'00"E., 53.94 feet to a point on the east boundary of Parcel A per Record of Survey No. 12,300, records of Ada County; thence along said east boundary,
- 16) S.00°32'25"W., 26.60 feet; thence leaving said east boundary,
- 17) S.45°00'00"W., 38.38 feet to a point on the south boundary of said Parcel A; thence long said south boundary,
- 18) N.89°27'35"W., 35.59 feet; thence leaving said south boundary,
- 19) S.00°32'13"W., 30.93 feet; thence,
- 20) N.90°00'00"W., 15.00 feet; thence,
- 21) N.00°32'14"E., 31.07 feet to a point on said south boundary; thence along said south boundary,
- 22) N.89°27'35"W., 93.75 feet; thence leaving said south boundary,
- 23) S.00°32'25"W., 202.11 feet; thence,
- 24) S.45°00'00"E., 24.55 feet to a point of curvature on the northerly right-of-way of W. Plaza Shops Drive; thence along a curve to the right,
- 25) Having an arc length of 8.87 feet, a radius of 155.00 feet, through a delta angle of 03°16'42" and a long chord which bears S.87°22'09"W., 8.87 feet; thence continuing,
- 26) S.88°12'45"W., 11.59 feet; thence leaving said right-of-way,
- 27) N.45°00'00"W., 16.92 feet; thence,
- 28) N.00°31'19"E., 12.36 feet; thence,
- 29) N.89°27'35"W., 34.50 feet; thence,
- 30) N.00°32'25"E., 15.00 feet; thence,
- 31) S.89°27'35"E., 34.50 feet; thence,

Date: January 16, 2021

Project: ID-2166-2001

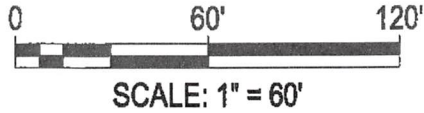
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- 32) N.00°32'25"E., 78.56 feet; thence,
- 33) N.89°27'35"W., 12.00 feet; thence,
- 34) N.00°32'25"E., 15.00 feet; thence,
- 35) S.89°27'35"E., 12.00 feet; thence,
- 36) N.00°32'25"E., 66.99 feet; thence,
- 37) N.89°27'35"W., 34.54 feet; thence,
- 38) N.00°54'02"E., 15.00 feet; thence,
- 39) S.89°27'35"E., 34.45 feet; thence,
- 40) N.00°32'25"E., 56.25 feet; thence,
- 41) N.89°27'35"W., 139.86 feet to a point on the west boundary of said N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$; thence along said west boundary,
- 42) N.00°31'43"E., 15.00 feet to the **POINT OF BEGINNING.**

LEGEND:

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SECTION LINE
- BOUNDARY LINE
- EASEMENT LINE
- ▲ CALCULATED POINT

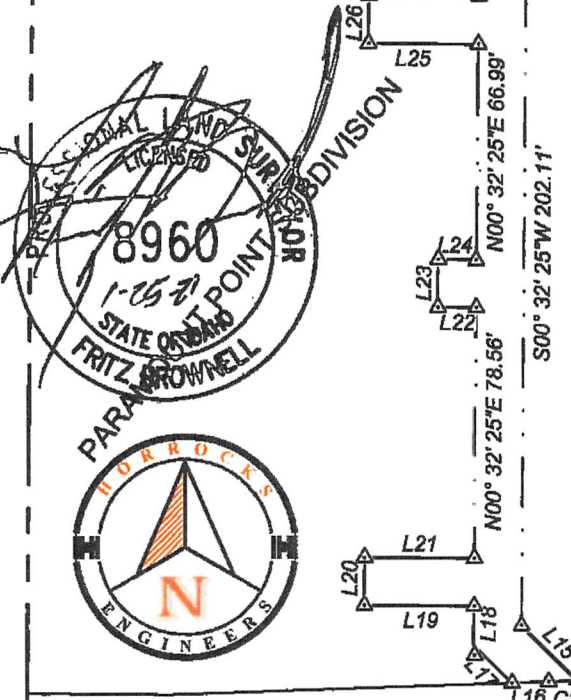
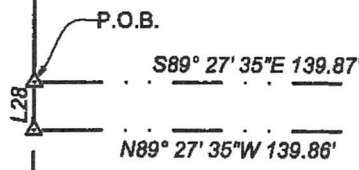
Curve Table					
Curve #	Radius	Length	Delta	Chord	Chord Length
C1	155.00'	8.87'	3°16'42"	S87° 22' 09"W	8.87'



PARCEL A
RECORD OF SURVEY No. 12,300
RECORDS OF ADA COUNTY

N. FOX RUN WAY

S00° 31' 43"W 287.55'



Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	17.61'	N44° 27' 35"W	L15	24.55'	S45° 00' 00"E
L2	9.77'	N89° 27' 11"W	L16	11.59'	S68° 12' 45"W
L3	16.03'	N00° 32' 49"E	L17	16.92'	N45° 00' 00"W
L4	10.57'	N45° 32' 25"E	L18	12.38'	N00° 31' 19"E
L5	42.07'	S44° 27' 35"E	L19	34.60'	N89° 27' 35"W
L6	17.77'	S00° 32' 25"W	L20	16.00'	N00° 32' 25"E
L7	10.00'	S89° 28' 58"E	L21	34.60'	S89° 27' 35"E
L8	15.00'	S00° 31' 04"W	L22	12.00'	N89° 27' 35"W
L9	10.60'	N89° 28' 58"W	L23	15.00'	N00° 32' 25"E
L10	26.90'	S00° 32' 25"W	L24	12.00'	S89° 27' 35"E
L11	35.89'	N89° 27' 35"W	L25	34.54'	N88° 27' 35"W
L12	30.93'	S00° 32' 13"W	L26	15.00'	N00° 54' 02"E
L13	18.00'	N90° 00' 00"W	L27	34.45'	S89° 27' 35"E
L14	31.07'	N00° 32' 14"E	L28	15.00'	N00° 31' 43"E



W. PLAZA
SHOPS DRIVE

HORROCKS
ENGINEERS

2775 W. NAVIGATOR DR.,
SUITE 210
MERIDIAN, IDAHO 83642

EXHIBIT "B"

PARAMOUNT POINT SUBDIVISION DOMESTIC WATER EASEMENT

H:\2020\20-2166-2001 Paramount Fox Run Subdivision\Project Data\02 CAD\02.04 Survey CAD\02-2166-2001_SHOR\PLAT_EASEMENTS 011921.dwg - Water Easement - 1/25/2021 01:43pm, aaron.dements