

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-2025-0115

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 23 day of September 20 25 between DWT Investments LLC and BVB Ten Mile Crossing Annex, 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: Jake Stevens
Jake Stevens, President

STATE OF IDAHO)
 :SS.
County of Bonneville)

On this 11 day of September, in the year 2025, before me a Notary Public of said State, personally appeared Jake Stevens, known or identified to me to be the President of ~~BV Executive Management, Inc.~~ BV Management Services, Inc., the Manager of BVB Ten Mile Crossing Annex, LLC, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such company executed the same.

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



Mikyla Heaps
Notary Public for Idaho
My Commission expires: 02-17-2027

GRANTOR:

DWT INVESTMENTS LLC

an Idaho limited liability company

By: Brighton Corporation, an Idaho corporation,
Manager

By: _____

Robert L. Phillips, President

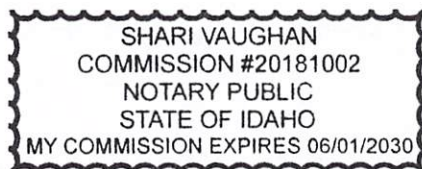
STATE OF IDAHO)

:ss.

County of Ada)

On this 10th day of September, in the year 2025, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the Manage of DWT Investments LLC, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such company executed the same.

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



Shari Vaughan
Notary Public for Idaho

My Commission expires: 6-1-2030

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 9-23-2025

Attest by Chris Johnson, City Clerk 9-23-2025

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: _____

September 2, 2025
Project No. 25-043
TM Crossing Subdivision No. 5
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water and Sewer Easement over a portion of Lot 9 and 11, Block 1 of TM Crossing Subdivision No. 5 (Book 123 of Plats, Pages 19479-19481), situated in the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the West 1/4 corner of said Section 14, which bears N89°11'30"W a distance of 2,656.47 feet from an aluminum cap marking the Center 1/4 corner of said Section 14, thence following the southerly line of said Southwest 1/4, S89°11'30"E a distance of 237.55 feet;
Thence leaving said southerly line, N00°48'26"E a distance of 3.88 feet to the westerly line of a City of Meridian Water and Sewer Easement per Instrument No. 2022-033772;
Thence following said westerly line, N00°48'26"E a distance of 186.52 feet to **POINT OF BEGINNING 1.**

Thence leaving said westerly line, N89°11'34"W a distance of 20.50 feet;
Thence N00°48'26"E a distance of 26.53 feet to a point hereinafter referred to as Point "A";
Thence S89°11'34"E a distance of 40.50 feet to said westerly line;
Thence following said westerly line the following three (3) courses:
1. S00°48'26"W a distance of 5.97 feet;
2. N89°11'34"W a distance of 20.00 feet;
3. S00°48'26"W a distance of 20.56 feet to **POINT OF BEGINNING 1.**

Said parcel contains a total of 663 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence N21°21'47"E a distance of 81.49 feet to **POINT OF BEGINNING 2.**

Thence N15°58'31"E a distance of 16.54 feet to the southerly right-of-way of South Vanguard Way;
Thence following said southerly right-of-way the following three (3) courses:
1. 23.51 feet along the arc of a curve to the right, said curve having a radius of 943.00 feet, a delta angle of 01°25'42", a chord bearing of S78°19'47"E and a chord distance of 23.51 feet;
2. S77°24'44"E a distance of 6.69 feet;
3. 14.17 feet along the arc of a curve to the right, said curve having a radius of 943.00 feet, a delta angle of 00°51'39", a chord bearing of S76°46'43"E and a chord distance of 14.17 feet;

Thence leaving said southerly right-of-way, S16°01'51"W a distance of 30.90 feet to the northerly line of said City of Meridian Water and Sewer Easement;
Thence following said northerly line, N81°12'15"W a distance of 21.00 feet;
Thence leaving said northerly line, N16°01'51"E a distance of 14.14 feet;

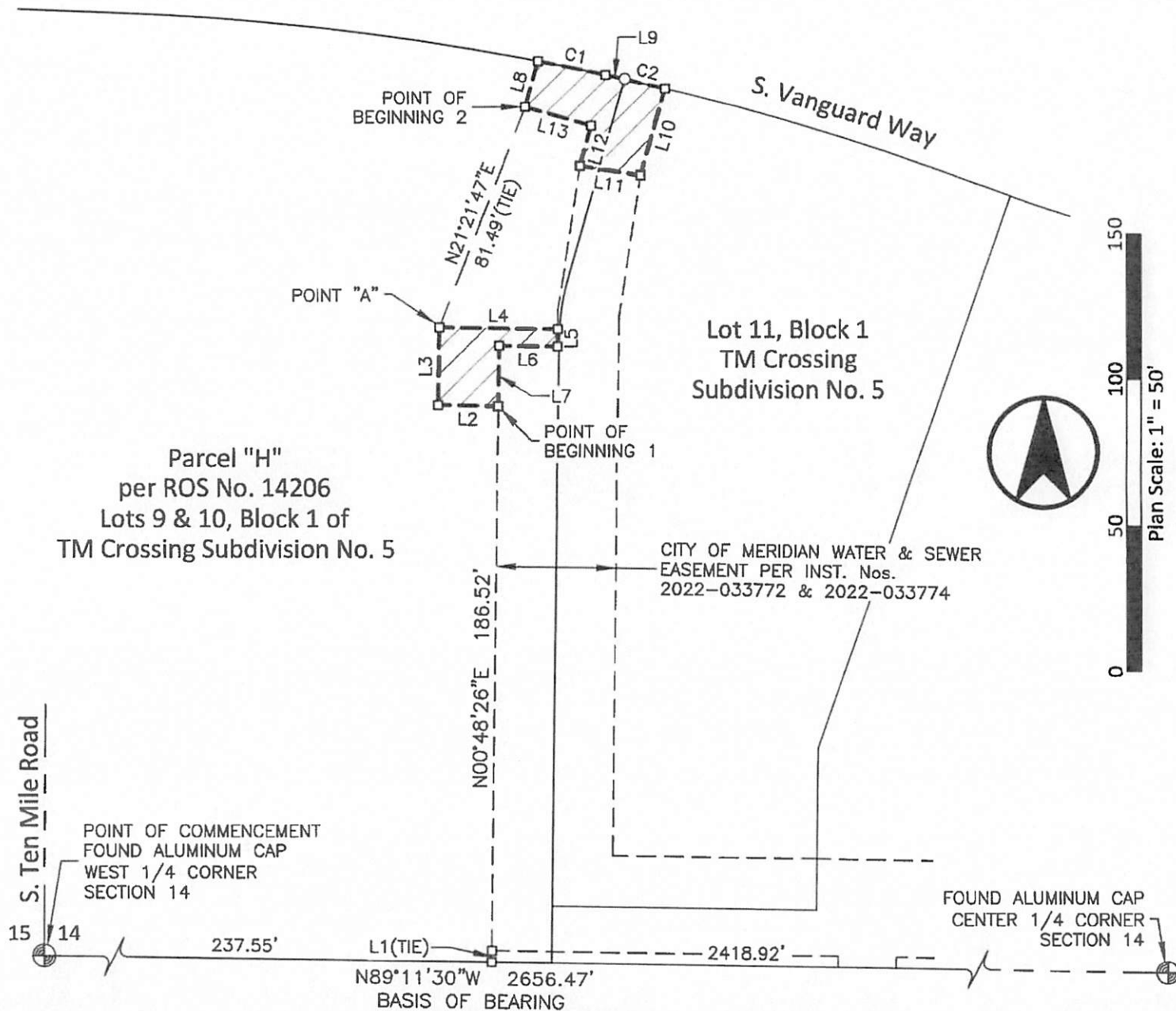
Thence N74°01'29"W a distance of 23.42 feet to **POINT OF BEGINNING 2.**

Said parcel contains a total of 1,070 square feet, more or less.

Said description contains a total of 1,733 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.





**Exhibit B - City of Meridian Water Easement
TM Crossing Subdivision No. 5**

Situated in a portion of the SW 1/4 of the NW 1/4 of
Sect. 14, T.3N., R.1W., B.M., City of Meridian, Ada County, ID

DATE: September 2025
PROJECT: 25-043
SHEET: 1 OF 2

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°48'26"E	3.88'
L2	N89°11'34"W	20.50'
L3	N00°48'26"E	26.53'
L4	S89°11'34"E	40.50'
L5	S00°48'26"W	5.97'
L6	N89°11'34"W	20.00'
L7	S00°48'26"W	20.56'
L8	N15°58'31"E	16.54'
L9	S77°24'44"E	6.69'
L10	S16°01'51"W	30.90'
L11	N81°12'15"W	21.00'
L12	N16°01'51"E	14.14'
L13	N74°01'29"W	23.42'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	943.00'	23.51'	1°25'42"	S78°19'47"E	23.51'
C2	943.00'	14.17'	0°51'39"	S76°46'43"E	14.17'

**Exhibit B - City of Meridian Water Easement
TM Crossing Subdivision No. 5**

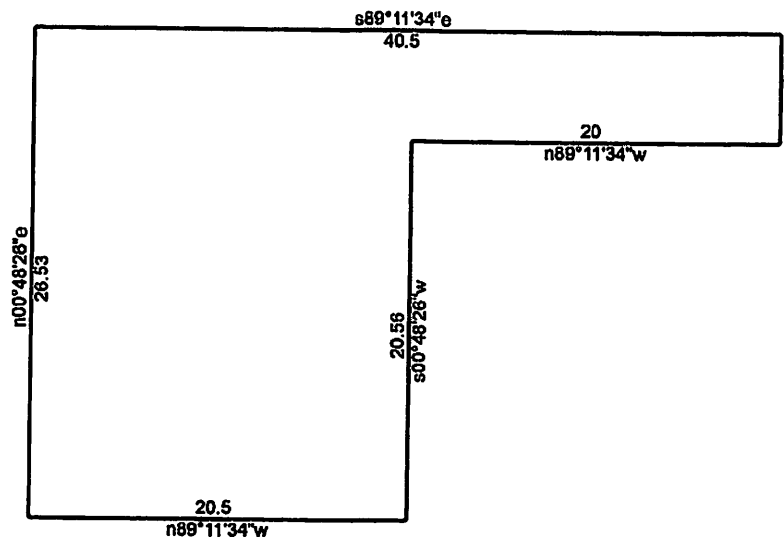
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SHEET:
2 OF 2

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P.O.B. 1

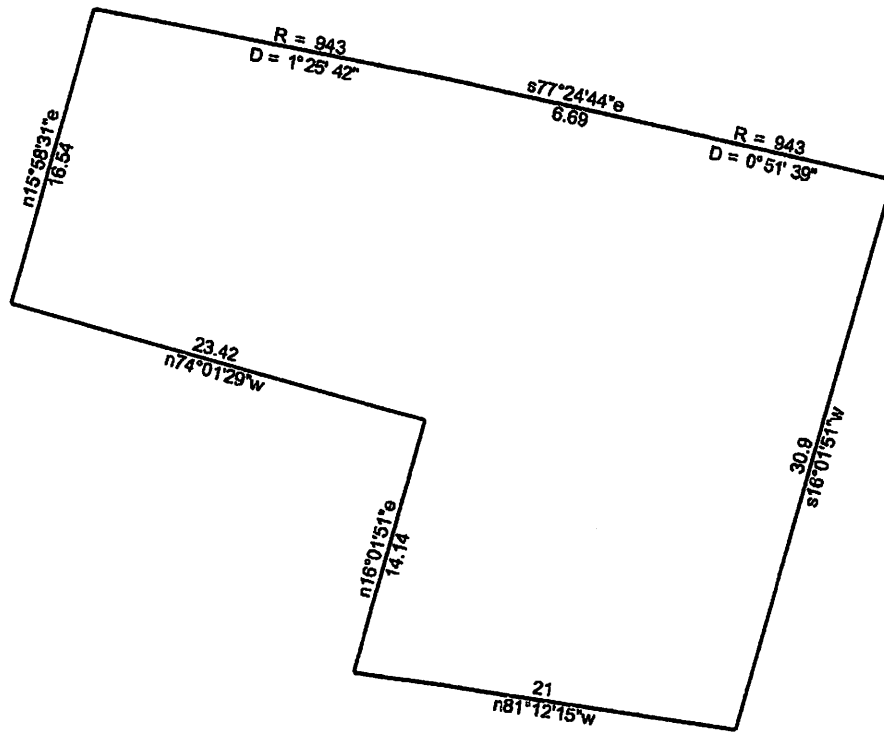
9/2/2025

Scale: 1 inch= 10 feet

File:

Tract 1: 0.0152 Acres (663 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=134 ft.

- 01 n89.1134w 20.5
- 02 n00.4826e 26.53
- 03 s89.1134e 40.5
- 04 s00.4826w 5.97
- 05 n89.1134w 20
- 06 s00.4826w 20.56



P.O.B. 2

9/2/2025

Scale: 1 inch= 10 feet

File:

Tract 1: 0.0246 Acres (1070 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/38201), Perimeter=150 ft.

01 n15.5831e 16.54

08 n74.0129w 23.42

02 Rt, r=943.00, delta=001.2542, chord=s78.1947e 23.51

03 s77.2444e 6.69

04 Rt, r=943.00, delta=000.5139, chord=s76.4643e 14.17

05 s16.0151w 30.9

06 n81.1215w 21

07 n16.0151e 14.14