

Project Name (Subdivision):

Records Apartments

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 _____, 20__ 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 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

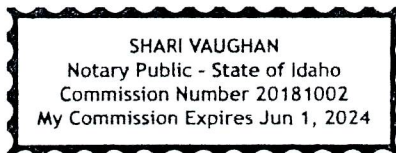
By: Brighton Corporation, Manager

By: 
Robert L. Phillips, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of June, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Robert L. Phillips, known to me to be the President of Brighton Corporation, the Manager of DWT Investments LLC, the entity that executed the foregoing instrument, and acknowledged to me that said entity 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 above written.




Notary Public for Idaho
Residing at Meridian, ID
My Commission Expires: 6-1-2024

GRANTOR:

BVZ RECORDS VILLAGE, LLC

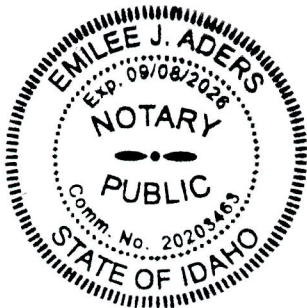
By: BV Management Services, Inc., an Idaho corporation, Manager

By: 
Tahri Molifua, Vice President of Real Estate Capital

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 7th day of June, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Tahri Molifua, known to me to be the Vice President of Real Estate Capital of BV Management Services, Inc., the Manager of BVZ Records Village, LLC, the entity that executed the foregoing instrument, and acknowledged to me that said entity 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 above written.




Notary Public for Idaho
Residing at: Ammon, ID
My Commission Expires: 09/08/2026

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.

(stamp)

Notary Signature

My Commission Expires: _____



May 3, 2023
Project No. 21-225
City of Meridian Water Easement
Legal Description

Exhibit A

Parcels of land for a City of Meridian 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 easterly line of said Southeast 1/4 of the Southwest 1/4, N00°32'11"E a distance of 307.22 feet;

Thence leaving said easterly line, N89°27'49"W a distance of 14.50 feet to the westerly line of an existing Sanitary Sewer and Water Main easement per Instrument No. 2022-093568 and being **POINT OF BEGINNING 1.**

Thence N89°36'49"W a distance of 13.90 feet;

Thence S00°39'07"W a distance of 159.26 feet;

Thence N89°26'44"W a distance of 47.71 feet;

Thence N00°33'16"E a distance of 20.00 feet;

Thence S89°26'44"E a distance of 27.74 feet;

Thence N00°39'07"E a distance of 159.23 feet;

Thence S89°35'28"E a distance of 33.86 feet to a point on said westerly easement line hereinafter referred to as POINT "A";

Thence following said westerly easement line, S00°32'11"W a distance of 20.01 feet to **POINT OF BEGINNING 1.**

Said parcel contains 4,418 square feet, more or less.

TOGETHER WITH:

Commencing at the point previously referred to as POINT "A";

Thence following said westerly easement line, N00°32'11"E a distance of 281.67 feet to **POINT OF BEGINNING 2.**

Thence leaving said westerly easement line, N89°27'48"W a distance of 17.58 feet;

Thence N00°32'12"E a distance of 20.00 feet to a point hereinafter referred to as POINT "B";

Thence S89°27'48"E a distance of 17.58 feet to said westerly easement line;

Thence following said westerly easement line, S00°32'11"W a distance of 20.00 feet to **POINT OF BEGINNING 2.**

Said parcel contains 352 square feet, more or less.

TOGETHER WITH:

Commencing at the point previously referred to as POINT "B";
Thence N73°45'32"W a distance of 324.47 feet to **POINT OF BEGINNING 3.**

Thence N89°49'30"W a distance of 20.00 feet;
Thence N00°10'30"E a distance of 19.47 feet;
Thence N89°49'28"W a distance of 55.83 feet to a point hereinafter referred to as POINT "C";
Thence N00°35'37"E a distance of 52.42 feet to the southerly right-of-way line of E. Elden Gray Street;
Thence following said southerly right-of-way line the following two (2) courses:
1. 10.93 feet along the arc of a curve to the right, said curve having a radius of 595.00 feet, a delta angle of 01°03'08", a chord bearing of N89°52'20"E, and a chord distance of 10.93 feet to a found 5/8-inch rebar;
2. S89°35'58"E a distance of 9.07 feet;

Thence leaving said southerly right-of-way line, S00°35'37"W a distance of 32.44 feet;
Thence S89°49'28"E a distance of 55.68 feet;
Thence S00°10'32"W a distance of 39.47 feet to **POINT OF BEGINNING 3.**

Said parcel contains 2,554 square feet, more or less.

TOGETHER WITH:

Commencing at the point previously referred to as POINT "C";
Thence S39°09'16"W a distance of 238.35 feet to **POINT OF BEGINNING 4.**

Thence S00°24'09"W a distance of 77.91 feet;
Thence S89°53'09"W a distance of 28.20 feet to a point on the easterly right-of-way line of N. Records Avenue hereinafter referred to as POINT "D";
Thence following said easterly right-of-way line the following three (3) courses:
1. N00°24'14"E a distance of 41.95 feet to a found 5/8-inch rebar;
2. S89°35'51"E a distance of 11.00 feet to a found 5/8-inch rebar;
3. 36.24 feet along the arc of a curve to the left, said curve having a radius of 535.50 feet, a delta angle of 03°52'40", a chord bearing of N01°32'11"W, and a chord distance of 36.24 feet;

Thence leaving said easterly right-of-way line, S89°35'51"E a distance of 18.43 feet to **POINT OF BEGINNING 4.**

Said parcel contains 1,817 square feet, more or less.

TOGETHER WITH:

Commencing at the point previously referred to as POINT "D";
Thence following said easterly right-of-way line, S00°24'04"W a distance of 34.10 feet to **POINT OF BEGINNING 5.**

Thence leaving said easterly right-of-way line, S89°07'54"E a distance of 20.87 feet;
Thence N00°21'08"E a distance of 15.91 feet;
Thence S89°38'53"E a distance of 29.00 feet;
Thence S00°15'58"W a distance of 16.00 feet;
Thence S89°38'50"E a distance of 22.65 feet;
Thence S00°21'10"W a distance of 20.00 feet;
Thence N89°38'50"W a distance of 17.02 feet;
Thence S00°21'10"W a distance of 16.01 feet to a point hereinafter referred to as POINT "E";
Thence N89°36'50"W a distance of 29.00 feet;
Thence N00°21'10"E a distance of 16.02 feet;
Thence N89°03'57"W a distance of 26.55 feet to said easterly right-of-way line;
Thence following said easterly right-of-way line, N00°24'09"E a distance of 19.98 feet to **POINT OF BEGINNING 5.**

Said parcel contains 2,379 square feet, more or less.

TOGETHER WITH:

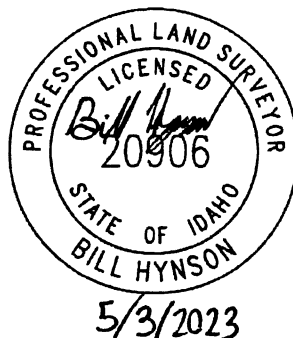
Commencing at the point previously referred to as POINT "E";
Thence S10°20'18"W a distance of 245.37 feet to **POINT OF BEGINNING 6.**

Thence S00°25'38"W a distance of 20.00 feet;
Thence N89°34'22"W a distance of 8.45 feet to said easterly right-of-way line;
Thence following said easterly right-of-way line, N08°42'07"W a distance of 20.26 feet;
Thence leaving said easterly right-of-way line, S89°34'22"E a distance of 11.66 feet to **POINT OF BEGINNING 6.**

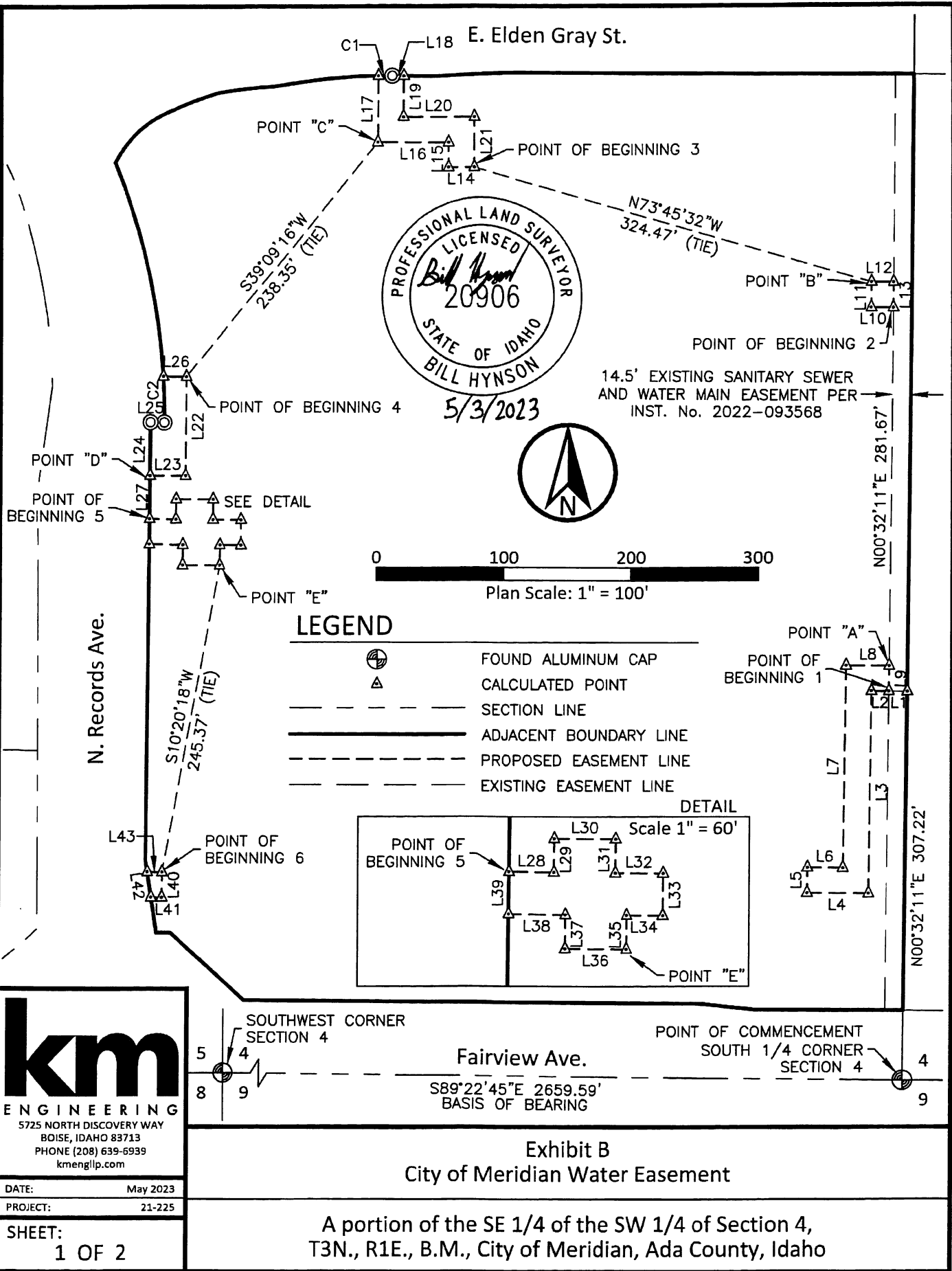
Said parcel contains 201 square feet, more or less.

Said description contains a total 11,721 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.



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CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	595.00'	10.93'	1°03'08"	N89°52'20"E	10.93'
C2	535.50'	36.24'	3°52'40"	N1°32'11"W	36.24'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°27'49"W	14.50
L2	N89°36'49"W	13.90
L3	S0°39'07"W	159.26
L4	N89°26'44"W	47.71
L5	N0°33'16"E	20.00
L6	S89°26'44"E	27.74
L7	N0°39'07"E	159.23
L8	S89°35'28"E	33.86
L9	S0°32'11"W	20.01
L10	N89°27'48"W	17.58
L11	N0°32'12"E	20.00
L12	S89°27'48"E	17.58
L13	S0°32'11"W	20.00
L14	N89°49'30"W	20.00
L15	N0°10'30"E	19.47
L16	N89°49'28"W	55.83
L17	N0°35'37"E	52.42
L18	S89°35'58"E	9.07
L19	S0°35'37"W	32.44
L20	S89°49'28"E	55.68
L21	S0°10'32"W	39.47
L22	S0°24'09"W	77.91

LINE TABLE

LINE	BEARING	DISTANCE
L23	S89°53'09"W	28.20
L24	N0°24'14"E	41.95
L25	S89°35'51"E	11.00
L26	S89°35'51"E	18.43
L27	S0°24'04"W	34.10
L28	S89°07'54"E	20.87
L29	N0°21'08"E	15.91
L30	S89°38'53"E	29.00
L31	S0°15'58"W	16.00
L32	S89°38'50"E	22.65
L33	S0°21'10"W	20.00
L34	N89°38'50"W	17.02
L35	S0°21'10"W	16.01
L36	N89°36'50"W	29.00
L37	N0°21'10"E	16.02
L38	N89°03'57"W	26.55
L39	N0°24'09"E	19.98
L40	S0°25'38"W	20.00
L41	N89°34'22"W	8.45
L42	N8°42'07"W	20.26
L43	S89°34'22"E	11.66



DATE: May 2023

PROJECT: 21-225

SHEET:
2 OF 2

Exhibit B

City of Meridian 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