

Project Name (Subdivision):

S. Benchmark Way and W. Cobalt Dr.

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).

ESMT-2023-0182

WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20__ between DWT 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.

GRANTOR: DWT INVESTMENTS LLC



Robert L. Phillips, President of Brighton Corporation,
Manager of DWT Investments LLC

STATE OF IDAHO)

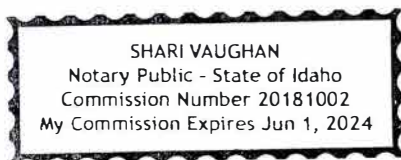
) ss

County of Ada)

On this the 19 day of December, in the year 2023, 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 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.


Notary Signature
My Commission Expires: 6-1-2024



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: _____

December 18, 2023
Project Nos. 22-144 & 22-221
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water easement situated in a portion of the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

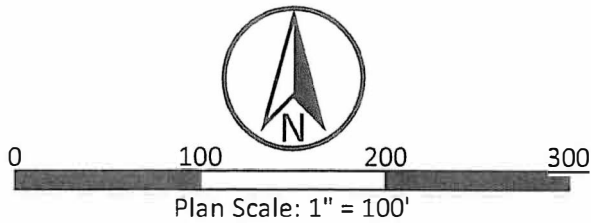
Commencing at an aluminum cap marking the Center 1/4 corner of said Section 14, which bears S00°35'31"W a distance of 2,656.80 feet from an aluminum cap marking the North 1/4 corner of said Section 14, thence following the easterly line of said Northwest 1/4 of Section 14, N00°35'31"E a distance of 305.17 feet; Thence leaving said easterly line, N89°24'29"W a distance of 125.53 feet to the **POINT OF BEGINNING**.

Thence N89°41'02"W a distance of 37.00 feet;
Thence N00°18'58"E a distance of 10.00 feet;
Thence S89°41'02"E a distance of 37.00 feet;
Thence S00°18'58"W a distance of 10.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 370 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.





NORTH 1/4 CORNER SECTION 14
FOUND ALUMINUM CAP

W. Franklin Road 11

14

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°41'02"W	37.00
L2	N0°18'58"E	10.00
L3	S89°41'02"E	37.00
L4	S0°18'58"W	10.00

DWT Investments, LLC.
S1214244301

POINT OF
BEGINNING

Proposed
S. Benchmark Ave.

N89°24'29"W
125.53' (TIE)

S00°35'31"W 2656.80'
BASIS OF BEARING

N00°35'31"E 305.17'

TM Crossing
Subdivision No. 4

POINT OF COMMENCEMENT
CENTER 1/4 CORNER SECTION 14
FOUND ALUMINUM CAP



DATE: December 2023

PROJECT: 22-221

SHEET:
1 OF 1

Exhibit B City of Meridian Water Easement

Situated in the SE 1/4 of the NW 1/4 of Section 14,
T3N., R1W., B.M., City of Meridian, Ada County, ID