

Project Name (Subdivision):

Records Apartments

Sanitary Sewer & Water Main Easement Number:

2

Identify this Easement by sequential number if Project contains more than one easement of this type.
(See Instructions for additional information).

ESMT-2023-0170

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of December 20 23 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 sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water 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 sanitary sewer and 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 sanitary sewer and 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

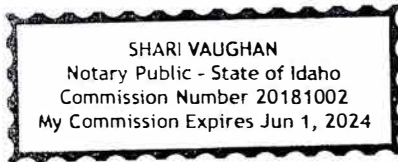
By: Brighton Corporation, an Idaho Corporation, Manager

By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 7th day of November, 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 Manager of DWT Investments, LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company 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 above written.

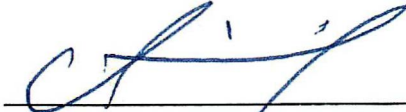



Notary Public for Idaho
My Commission Expires: 6-1-2024

GRANTOR:

BVZ RECORDS VILLAGE, LLC
an Idaho limited liability company

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

By: 


Cortney Liddiard, President

STATE OF IDAHO)
 :SS.
County of Bonneville)

On this 7th day of November, in the year 2023, before me a notary Public of said State, personally appeared Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., the Manager of BVZ Records Village, LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company 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 above written.





Notary Public for Idaho
My Commission Expires: 4-12-2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 12-5-2023

Attest by Chris Johnson, City Clerk 12-5-2023

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: _____

October 17, 2022
Project No. 21-225
Brighton Corporation
Sewer and Water Easement
Legal Description

Exhibit A

A parcel of land 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 2659.59 feet from a found aluminum cap marking the Southwest corner of said Section 4, thence following the easterly line of the Southeast 1/4 of the Southwest 1/4 of said Section 4, N00°32'11"E a distance of 55.26 feet to a found 5/8-inch rebar on the northerly right-of-way line of E. Fairview Avenue; Thence leaving said northerly right-of-way line and following said easterly line, N00°32'11"E a distance of 241.97 feet to the **POINT OF BEGINNING**.

Thence leaving said easterly line, N89°27'49"W a distance of 14.50 feet;
Thence N00°32'11"E a distance of 494.97 feet to a point on the southerly right-of-way line of E. Eldon Gray Street;
Thence following said southerly right-of-way line, S89°35'58"E a distance of 14.50 feet to a found brass plug on the easterly line of the Southeast 1/4 of the Southwest 1/4 of said Section 4;
Thence leaving said southerly right-of-way line and following said easterly line, S00°32'11"W a distance of 495.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 7,177 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record.

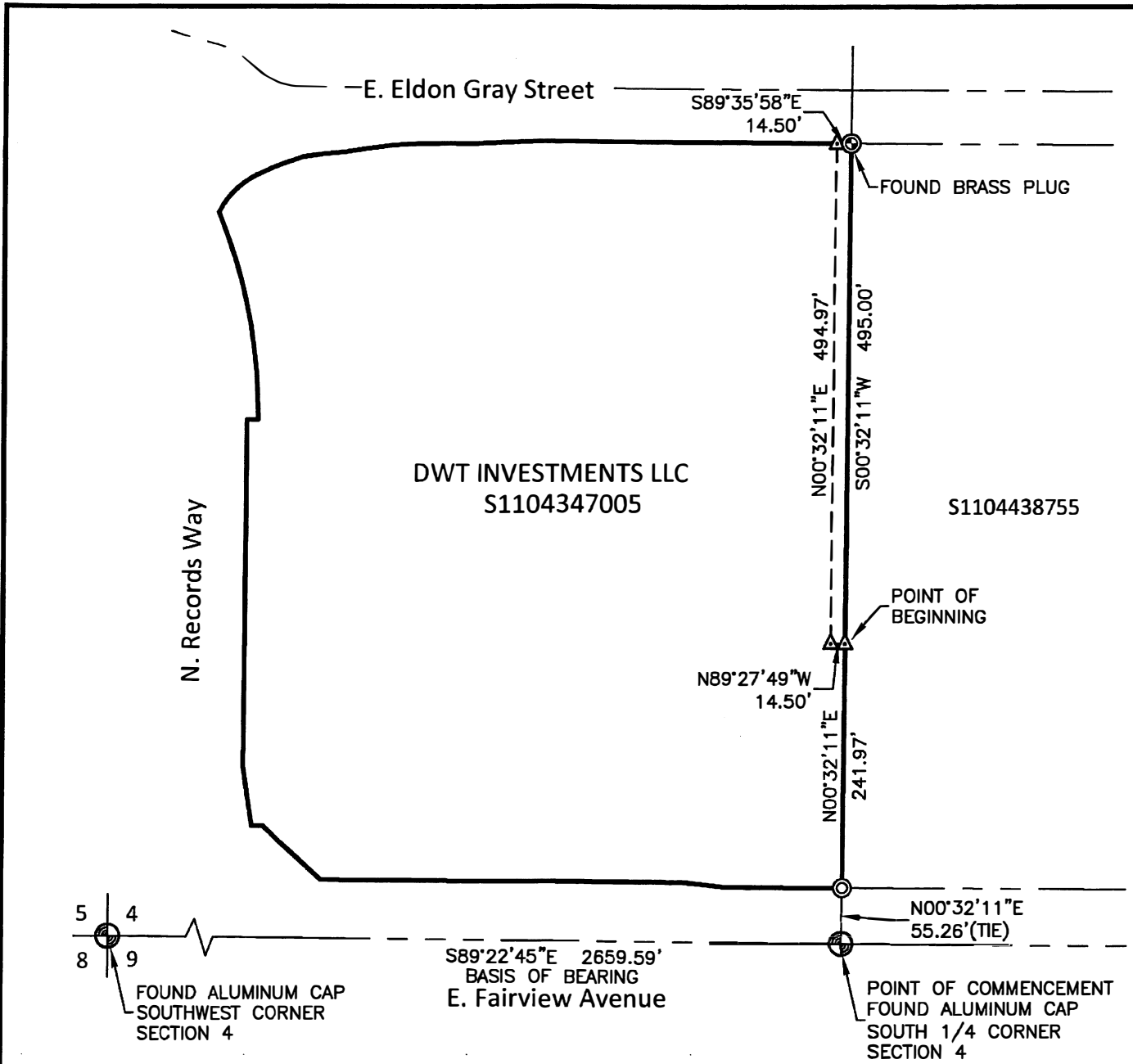
All subdivisions, deeds, record of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.

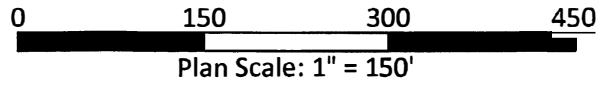
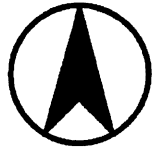


10.17.2022

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



DATE:	October 20 2
PROJECT:	21-225
SHEET:	1 OF 1

**Exhibit B - Sewer and Water Easement
Records Apartments**

A parcel of land situated in a portion of the SE 1/4 of the SW 1/4 of Sec. 4,
T3N, R1E, B.M., City of Meridian, Ada County, Idaho