

Project Name or Subdivision Name:

Hill's Century Farm Townhomes Subdivision

Sanitary Sewer & Water Main Easement Number: 4

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

Record Number: ESMT-2026-0193

SANITARY SEWER AND 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 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.

GRANTOR:

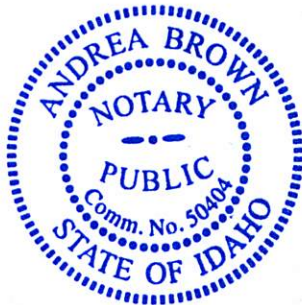
DWT INVESTMENTS LLC
an Idaho limited liability company

By: Brighton Corporation, an Idaho corporation, Manager

By: 
Robert L. Phillips, President of Manger

STATE OF IDAHO)
 :SS.
County of Ada)

This record was acknowledged before me on August 14, 2026, by Robert L. Phillips, as President of Brighton Corporation, the Manager of DWT Investments LLC, on behalf of whom the record was executed.




Notary Public for Idaho
My Commission expires 11/13/2026

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.

Notary Stamp Below

Notary Signature

My Commission Expires: _____

August 11, 2026
Project No. 25-243
Legal Description
City of Meridian Sewer and Water Easement

Exhibit A

Parcels of land for a City of Meridian Sewer and Water Easement being a portion of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the North 1/4 corner of said Section 33, which bears S89°15'22"E a distance of 2,660.62 feet from a brass cap marking the Northwest corner of said Section 33, thence following the northerly line of said Northeast 1/4 of the Northwest 1/4, N89°15'22"W a distance of 1,124.55 feet; Thence leaving said northerly line, S00°44'38"W a distance of 343.58 feet to a 5/8-inch rebar marking the southwest corner of Lot 13, Block 2 of Hill's Century Farm Commercial Subdivision No. 2 (Book 124 of Plats, Pages 19913-19915, records of Ada County, Idaho); Thence following the southerly line of said Lot 13, S89°15'22"E a distance of 99.01 feet to **POINT OF BEGINNING 1.**

Thence following said southerly line, S89°15'22"E a distance of 32.00 feet;
Thence leaving said southerly line, S00°16'11"W a distance of 193.68 feet;
Thence S89°43'49"E a distance of 19.55 feet;
Thence S76°28'49"E a distance of 80.22 feet;
Thence S89°46'03"E a distance of 245.58 feet to a point on the westerly line of Lot 4, Block 2 of Hill's Century Farm Commercial Subdivision No. 1 (Book 115 of plats, pages 17131-17134, records of Ada County, Idaho), said point hereinafter being referred to as "POINT A";
Thence following said westerly line, S00°44'38"W a distance of 33.00 feet;
Thence leaving said westerly line, N89°46'03"W a distance of 240.43 feet;
Thence N76°28'49"W a distance of 93.04 feet;
Thence S00°16'11"W a distance of 16.02 feet;
Thence N89°43'49"W a distance of 11.95 feet;
Thence S00°16'11"W a distance of 48.68 feet;
Thence S25°49'44"W a distance of 28.88 feet;
Thence 31.13 feet along the arc of a curve to the right, said curve having a radius of 468.50 feet, a delta angle of 03°48'23", a chord bearing of N69°11'53"W and a chord distance of 31.12 feet;
Thence N25°49'44"E a distance of 22.26 feet;
Thence N00°16'11"E a distance of 283.77 feet to **POINT OF BEGINNING 1.**

Said parcel contains 21,323 square feet (0.49 acres), more or less.

TOGETHER WITH:

Commencing at a point previously referred to as "POINT A", thence following the westerly line of said Lot 4, N00°44'38"E a distance of 164.01 feet to **POINT OF BEGINNING 2.**

Thence leaving said westerly line, N89°46'03"W a distance of 95.58 feet;

Thence N00°16'11"E a distance of 12.00 feet to the southerly line of Lot 10, Block 2 of said Hill's Century Farm Commercial Subdivision No. 1;

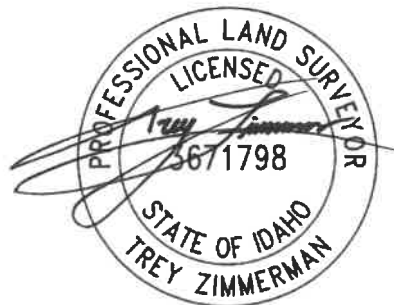
Thence following said southerly line, S89°46'03"E a distance of 95.68 feet to the westerly line of said Lot 4;

Thence leaving said southerly line and following said westerly line, S00°44'38"W a distance of 12.00 feet to **POINT OF BEGINNING 2.**

Said parcel contains 1,148 square feet (0.026 acres), more or less.

Said description contains a total of 22,471 square feet (0.516 acres), 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.



8.11.2026

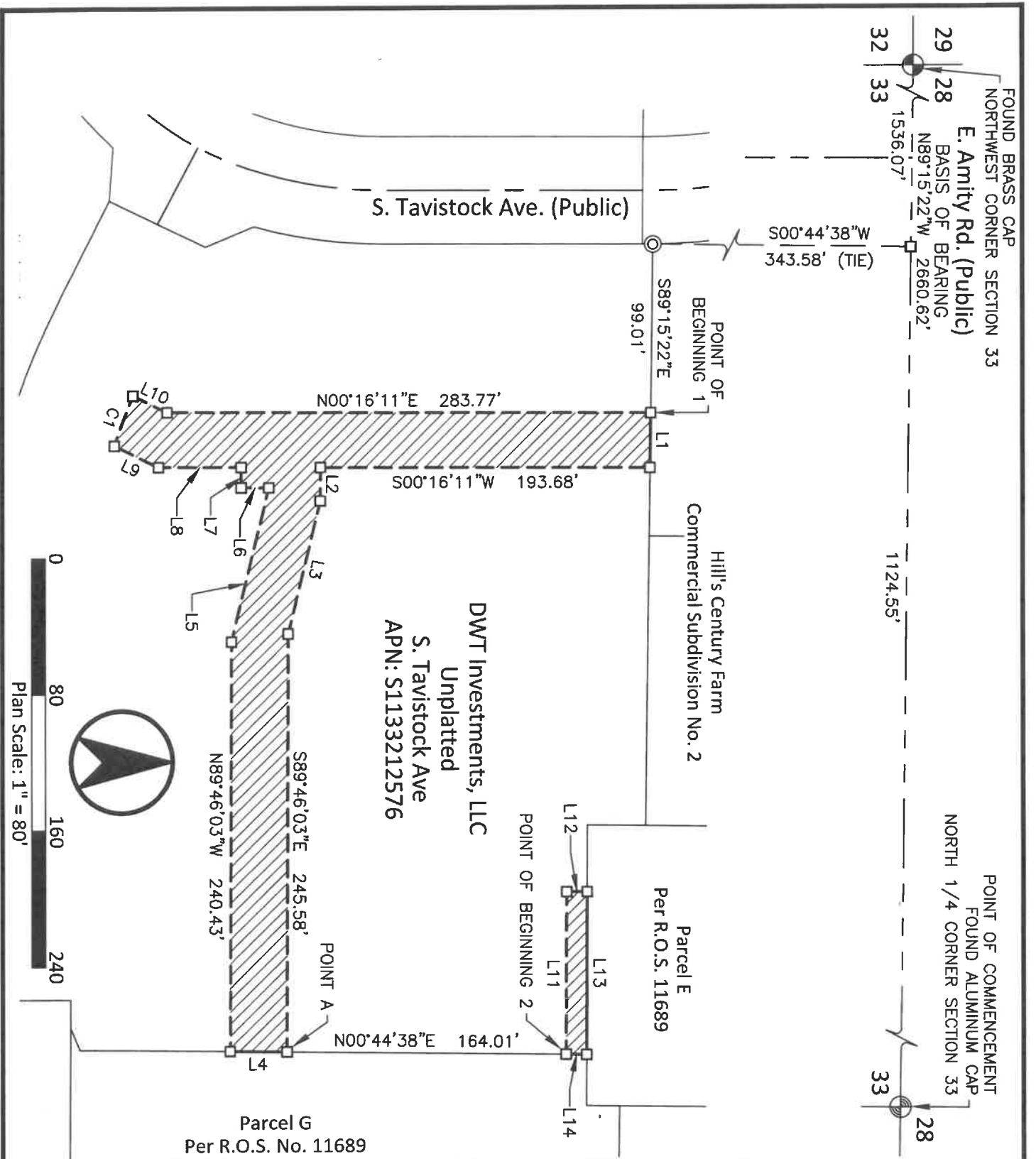


Exhibit B
City of Meridian Sewer and Water Easement

Parcel of land being a portion of the NE 1/4 of the NW 1/4 of Section 33,
Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, ID

DATE: August 2026
PROJECT: 25-243

SHEET:
1 OF 2

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°15'22"E	32.00'
L2	S89°43'49"E	19.55'
L3	S76°28'49"E	80.22'
L4	S00°44'38"W	33.00'
L5	N76°28'49"W	93.04'
L6	S00°16'11"W	16.02'
L7	N89°43'49"W	11.95'
L8	S00°16'11"W	48.68'
L9	S25°49'44"W	28.88'
L10	N25°49'44"E	22.26'
L11	N89°46'03"W	95.58'
L12	N00°16'11"E	12.00'
L13	S89°46'03"E	95.68'
L14	S00°44'38"W	12.00'

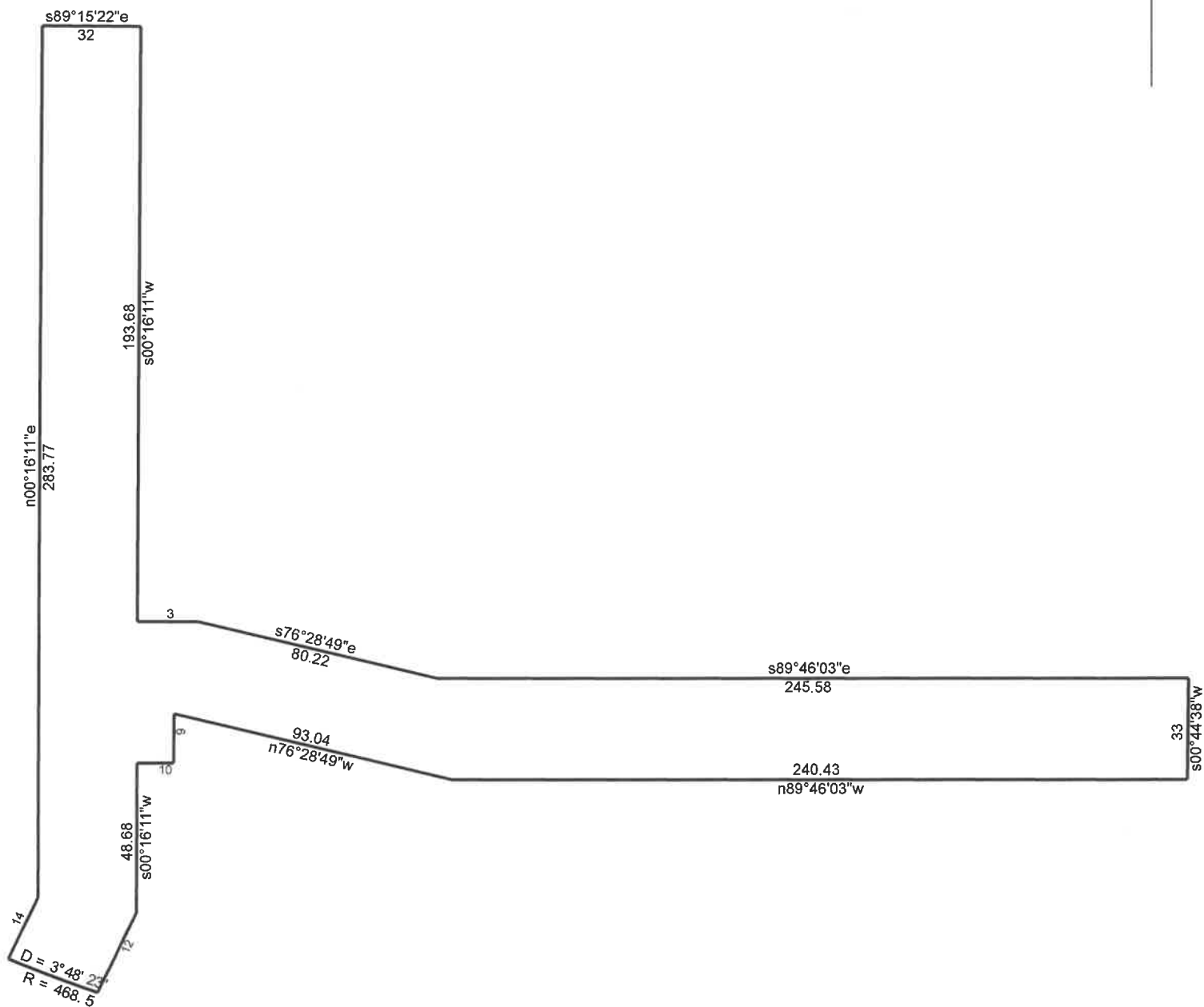
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	468.50'	31.13'	3°48'23"	N69°11'53"W	31.12'

Exhibit B
City of Meridian Sewer and Water Easement

Parcel of land being a portion of the NE 1/4 of the NW 1/4 of Section 33,
Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, ID

DATE: August 2026
PROJECT: 25-243

SHEET:
2 OF 2



P.O.B. 1

8/11/2026

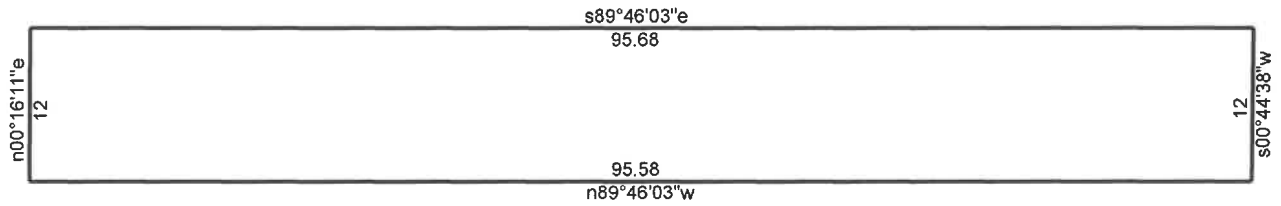
Scale: 1 inch= 50 feet

File:

Tract 1: 0.4895 Acres (21323 Sq. Feet), Closure: s04.3825e 0.01 ft. (1/134883), Perimeter=1380 ft.

01 s89.1522e 32
02 s00.1611w 193.68
03 s89.4349e 19.55
04 s76.2849e 80.22
05 s89.4603e 245.58
06 s00.4438w 33
07 n89.4603w 240.43
08 n76.2849w 93.04
09 s00.1611w 16.02
10 n89.4349w 11.95

11 s00.1611w 48.68
12 s25.4944w 28.88
13 Rt, r=468.50, delta=003.4823, chord=n69.1153w 31.12
14 n25.4944e 22.26
15 n00.1611e 283.77



P.O.B. 2

8/11/2026

Scale: 1 inch= 15 feet

File:

Tract 1: 0.0263 Acres (1148 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/256035), Perimeter=215 ft.

01 n89.4603w 95.58

02 n00.1611e 12

03 s89.4603e 95.68

04 s00.4438w 12