

Project Name or Subdivision Name:

TM Center East Subdivision No. 2

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-2025-0001  
Record Number: \_\_\_\_\_

### **WATER MAIN EASEMENT**

THIS Easement Agreement made this 21<sup>st</sup> day of January 20 25 between DWT Investments LLC, BVB Ten Mile Crossing Annex, LLC and SCS 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.

[END OF TEXT; SIGNATURES TO FOLLOW]

**GRANTOR:**

DWT INVESTMENTS LLC  
an Idaho limited liability company

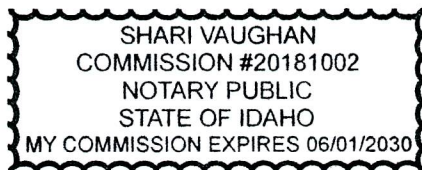
By: Brighton Corporation, an Idaho  
Corporation, It's Manager

By:   
Robert L. Phillips, President

STATE OF IDAHO     )  
                              :SS.  
County of Ada         )

On this 7<sup>th</sup> day of January, 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 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 the certificate first written above.



  
Notary Signature  
My Commission Expires: 6-1-2030

GRANTOR:

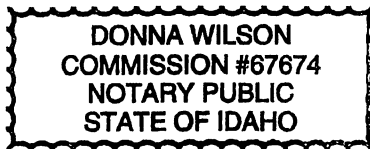
SCS INVESTMENTS LLC  
an Idaho limited liability company

By: Michael A. Hall  
Michael A. Hall, President

STATE OF IDAHO     )  
                              :SS.  
County of Ada        )

On this 7 day of January, in the year 2025, before me a Notary Public of said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS 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 the certificate first written above.



Donna Wilson  
Notary Signature  
My Commission Expires: 5-6-2028

GRANTOR:

BVB TEN MILE CROSSING ANNEX, LLC  
an Idaho limited liability company

By: BV Executive Management, Inc., an Idaho  
Corporation, It's Manager

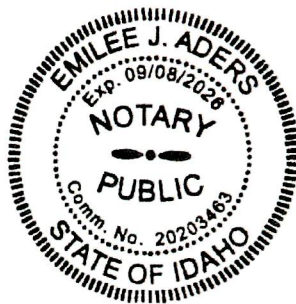
By:   
Tahri Molifua, Executive Vice President

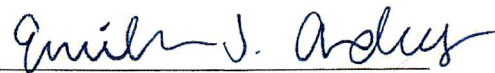
STATE OF IDAHO       )  
                                  :SS.  
County of Bonneville   )

On this 8<sup>th</sup> day of December, in the year 2024, before me a Notary Public of said State, personally appeared Tahri Molifua, known or identified to me to be the Executive Vice-President of BV Executive Management, Inc., the Manager of BVB Ten Mile Crossing Annex, 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 by official seal the day and year in this certificate first written above.

(stamp)



  
Notary Signature  
My Commission Expires: 09/08/2026

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor    1-21-2025

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk    1-21-2025

STATE OF IDAHO,    )

                              : ss.

County of Ada        )

This record was acknowledged before me on 1-21-2025 (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: 3-28-2028

January 2, 2025  
Project No.: 22-221  
TM Center East Subdivision  
City of Meridian Water Easement  
Legal Description

**Exhibit A**

A parcel of land for a City of Meridian water easement being 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 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 Southeast 1/4 of the Northwest 1/4, N00°35'31"E a distance of 705.99 feet;

Thence leaving said easterly line, N89°24'29"W a distance of 127.45 feet to the **POINT OF BEGINNING**.

Thence N89°11'30"W a distance of 157.66 feet to the boundary of an existing City of Meridian water easement recorded as Instrument No. 2023-069233, records of Ada County, Idaho;

Thence following said boundary, N00°48'30"E a distance of 20.00 feet;

Thence leaving said boundary, S89°11'30"E a distance of 157.49 feet;

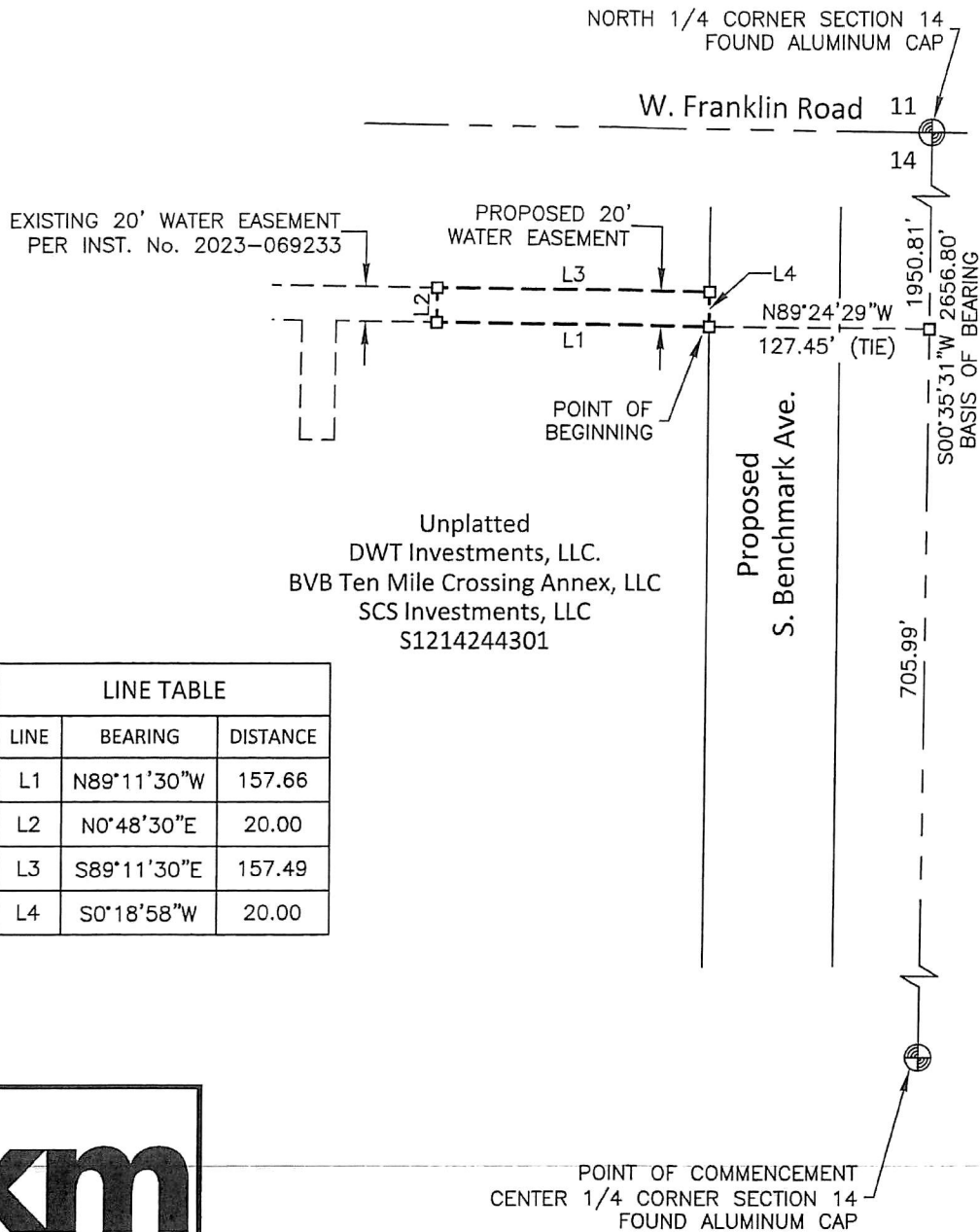
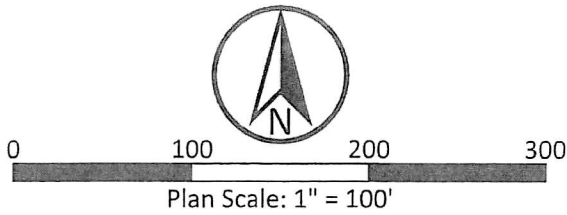
Thence S00°18'58"W a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 3,151 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.



1-2-2025



DATE: January 2025  
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