

Project Name or Subdivision Name:

TM Creek Subdivision

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-2024-0167  
Record Number: \_\_\_\_\_

**WATER MAIN EASEMENT**

THIS Easement Agreement made this 17th day of December 2024 between Watson Land Holdings LLC and TM Cooley 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:**

**Watson Land Holdings 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 25 day of November, in the year 2024, 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 Watson Land Holdings LLC, the Company that executed the instrument or the person who executed the instrument of 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: 6-1-2030

GRANTOR:

**TM COOLEY LLC**

an Idaho limited liability company

By: SCS Management LLC, Manager

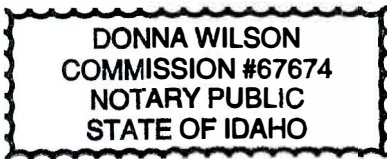
By: *Michael A. Hall*  
Michael A. Hall, President

STATE OF IDAHO     )  
                              :ss.  
County of Ada        )

On this 25 day of November, in the year 2024, before me a Notary Public of said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS Management LLC, the Manager of TM Cooley LLC, the Company that executed the instrument or the person who executed the instrument of behalf of said company, and acknowledged to me that such company executed the same.

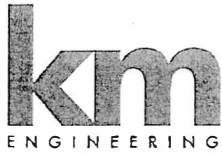
IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first written above.

(stamp)



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





November 22, 2024  
Project No.: 22-244  
TM Creek 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 Northwest 1/4 of the Northeast 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 North 1/4 corner of said Section 14, which bears  $N00^{\circ}35'31''E$  a distance of 2,656.80 feet from an aluminum cap marking the Center 1/4 corner of said Section 14, thence following the westerly line of said Northwest 1/4 of the Northeast 1/4,  $S00^{\circ}35'31''W$  a distance of 570.27 feet;  
Thence leaving said westerly line,  $S89^{\circ}24'29''E$  a distance of 190.37 feet to **POINT OF BEGINNING 1.**

Thence  $N00^{\circ}35'31''E$  a distance of 35.00 feet to the boundary of a City of Meridian sewer and water easement recorded as Instrument No. 2023-039783, records of Ada County, Idaho;  
Thence following said boundary,  $S89^{\circ}24'29''E$  a distance of 2.50 feet to a point hereinafter referred to as Point "A", and the boundary of a City of Meridian sewer and water easement recorded as Instrument No. 2024-063345, records of Ada County, Idaho;  
Thence leaving the boundary of said City of Meridian sewer and water easement recorded as Instrument No. 2023-039783 and following the boundary of said City of Meridian sewer and water easement recorded as Instrument No. 2024-063345,  $S00^{\circ}35'31''W$  a distance of 35.00 feet;  
Thence leaving said boundary,  $N89^{\circ}24'29''W$  a distance of 2.50 feet to **POINT OF BEGINNING 1.**

Said parcel contains 88 square feet, more or less.

#### TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence following the boundary of said City of Meridian sewer and water easement recorded as Instrument No. 2023-039783,  $S89^{\circ}24'29''E$  a distance of 15.00 feet to **POINT OF BEGINNING 2.**

Thence following said boundary,  $S89^{\circ}24'29''E$  a distance of 2.50 feet;  
Thence  $S00^{\circ}35'31''W$  a distance of 35.00 feet;  
Thence  $N89^{\circ}24'29''W$  a distance of 2.50 feet to the boundary of said City of Meridian sewer and water easement recorded as Instrument No. 2024-063345;  
Thence following said boundary,  $N00^{\circ}35'31''E$  a distance of 35.00 feet to **POINT OF BEGINNING 2.**

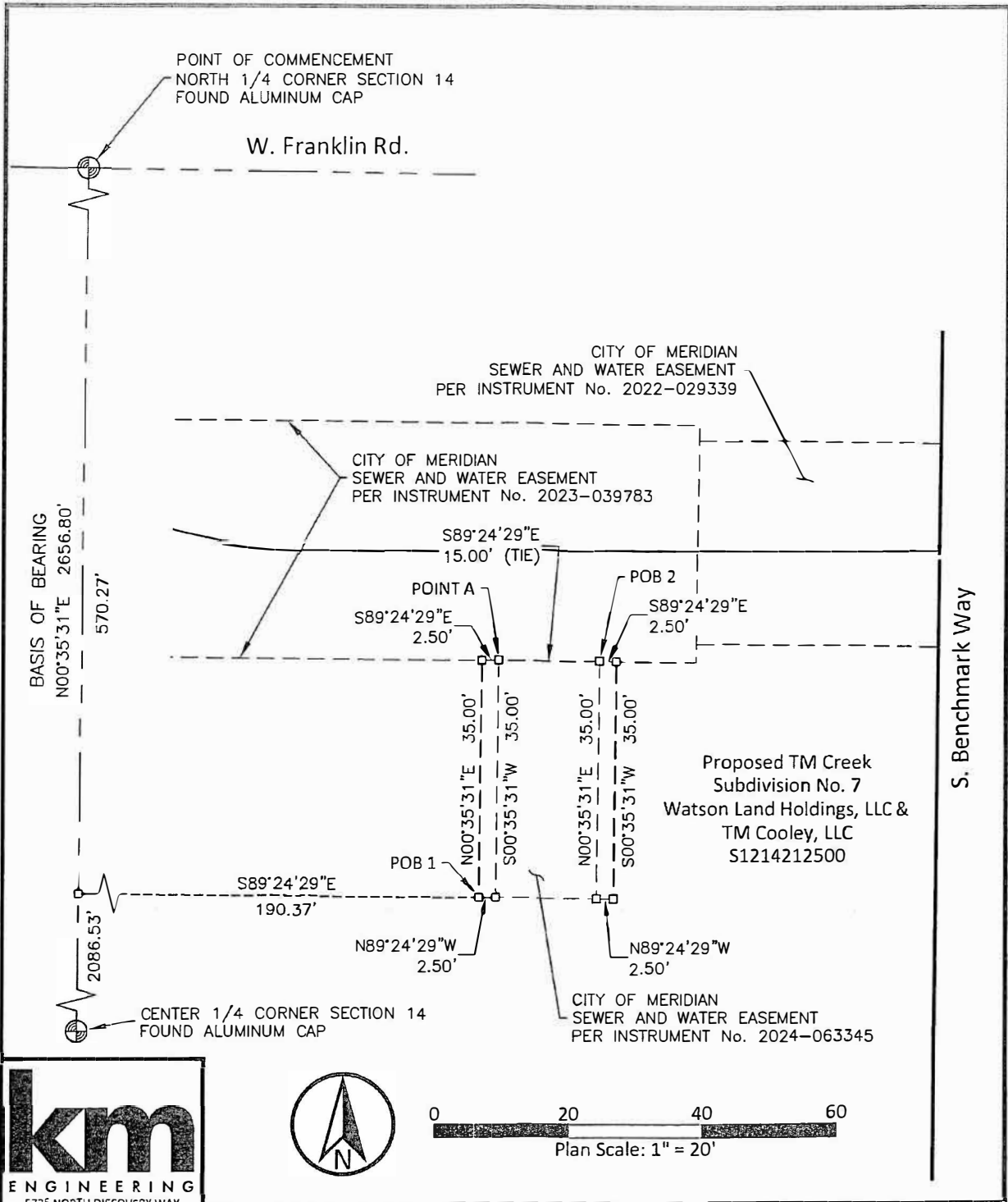
Said parcel contains 88 square feet, more or less.

Said description contains a total of 176 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.



P:\22-244\CAD\SURVEY\EXHIBITS\22-244 CITY OF MERIDIAN SEWER AND WATER EASEMENT 241122.DWG, CRAIG DRAPER, 11/27/2024, DWG TO PDF.PC3, 08.5X11 P [PDF]



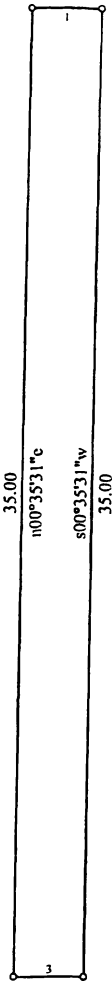
**km**  
**ENGINEERING**  
 5725 NORTH DISCOVERY WAY  
 BOISE, IDAHO 83713  
 PHONE (208) 639-6939  
 kmeng@com

DATE:	November 2024
PROJECT:	22-244
SHEET:	1 OF 1

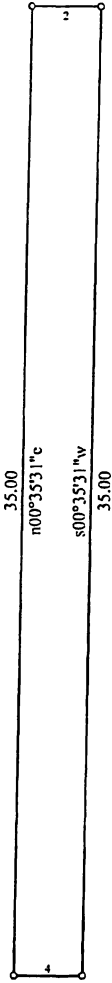
**Exhibit B**  
**City of Meridian Water Easement**

TM Creek Subdivision  
 NW 1/4 NE 1/4 Section 14, T3N, R1W, BM, City of Meridian, Ada County, ID





Title: POB2 City of Meridian Water Easement 22-244		Date: 11-22-2024
Scale: 1 inch = 6 feet	File: Deed Plotter.des	
Tract 1: 0.002 Acres: 88 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 75 Feet		
001=s89.2429e 2.50	003=n89.2429w 2.50	
002=s00.3531w 35.00	004=n00.3531e 35.00	



Title: POB 1 City of Meridian Water Easement 22-244		Date: 11-22-2024
Scale: 1 inch = 6 feet	File: Deed Plotter.des	
Tract 1: 0.002 Acres: 88 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 75 Feet		
001=n00.3531e 35.00	003=s00.3531w 35.00	
002=s89.2429e 2.50	004=n89.2429w 2.50	