

**Project Name (Subdivision):**

**TM Center Subdivision No. 1**

Cafe Zupas Water Main Easement No. 1  
ESMT-2023-0076

### **WATER MAIN EASEMENT**

THIS Easement Agreement, made this 23rd day of May, 2023 between DWT Investments LLC, SCS Investments LLC and BVB Ten Mile Crossing Annex, 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]**

**GRANTORS:**

**DWT INVESTMENTS, LLC, an Idaho limited liability company,**

By: Brighton Corporation, an Idaho Corporation, Its Manager

By:   
Robert L. Phillips, President

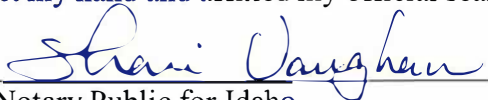
STATE OF IDAHO )

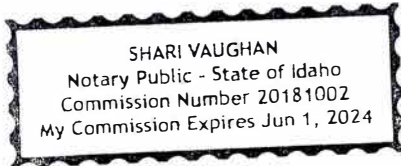
)ss.

County of Ada )

On this 5<sup>th</sup> day of May, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Robert L. Phillips known to me to be the President of Brighton Corporation, the Manager of DWT INVESTMENTS, LLC, the entity that executed the foregoing instrument, and acknowledged to me that said entity 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  
Residing at Meridian, Idaho  
My Commission Expires: 6-1-2024



SCS INVESTMENTS, LLC, an Idaho limited liability company

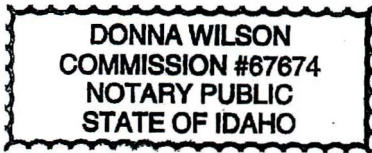
Michael A. Hall  
By: Michael A. Hall, Its President

STATE OF IDAHO )  
 )ss.  
County of Ada )

On this 5 day of May, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Michael A. Hall known to me to be the President of SCS INVESTMENTS, LLC, the entity that executed the foregoing instrument, and acknowledged to me that said entity 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.

Donna Wilson  
Notary Public for Idaho  
Residing at Boise,  
My Commission Expires: 5-6-2028



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

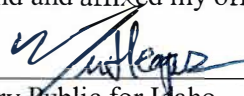
By: BV Management Services, Inc., an Idaho  
Corporation, Its Manager

By:   
Eric Isom, Vice President of  
Real Estate Development

STATE OF IDAHO     )  
                                  )ss.  
County of Bonneville     )

On this 3 day of May, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Eric Isom known to me to be the Vice President of Real Estate Development for BV Management Services, Inc., the Manager of BVB TEN MILE CROSSING ANNEX, LLC, the entity that executed the foregoing instrument, and acknowledged to me that said entity 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  
Residing at Bonneville  
My Commission Expires: 02-17-2027



GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 5-23-2023

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 5-23-2023

STATE OF IDAHO, )  
  : ss.  
County of Ada        )

This record was acknowledged before me on 5-23-2023 (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: \_\_\_\_\_

April 28, 2023  
Project No. 22-237  
City of Meridian Water Easement  
Legal Description

**Exhibit A**

A parcel of land for a City of Meridian Water Easement being a portion of Lot 4, Block 1 of TM Center Subdivision No. 1 (Book 124 of Plats, Pages 19861-19863), situated in the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found 1/2-inch rebar marking the Southwest corner of said Lot 4, which bears N89°26'27"W a distance of 338.00 feet from a found 1/2-inch rebar marking the Southeast corner of said Lot 4, thence following the southerly boundary line of said Lot 4, S89°26'27"E a distance of 150.19 feet to the **POINT OF BEGINNING**.

Thence leaving said southerly boundary line, N00°35'05"E a distance of 14.99 feet;  
Thence S89°33'46"E a distance of 2.00 feet;  
Thence N00°33'33"E a distance of 26.40 feet;  
Thence S89°26'27"E a distance of 20.00 feet;  
Thence S00°33'33"W a distance of 16.40 feet;  
Thence S89°26'36"E a distance of 140.82 feet to the boundary of an existing City of Meridian Sewer and Water Easement as described per Instrument No. 2022-072452;

Thence following said existing easement boundary the following three (3) courses:

1. S00°33'33"W a distance of 9.00 feet;
2. N89°26'27"W a distance of 18.50 feet;
3. S00°33'33"W a distance of 16.00 feet to the southerly boundary line of said Lot 4;

Thence leaving said existing easement boundary and following said southerly boundary line, N89°26'27"W a distance of 9.47 feet;

Thence leaving said southerly boundary line, N00°33'33"E a distance of 5.00 feet;

Thence N89°26'36"W a distance of 114.84 feet;

Thence S00°32'05"W a distance of 5.00 feet to said southerly boundary line;

Thence following said southerly boundary line, N89°26'27"W a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 3,508 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

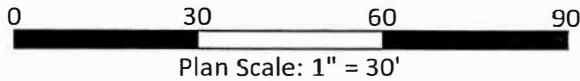
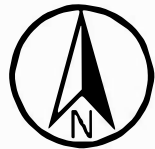
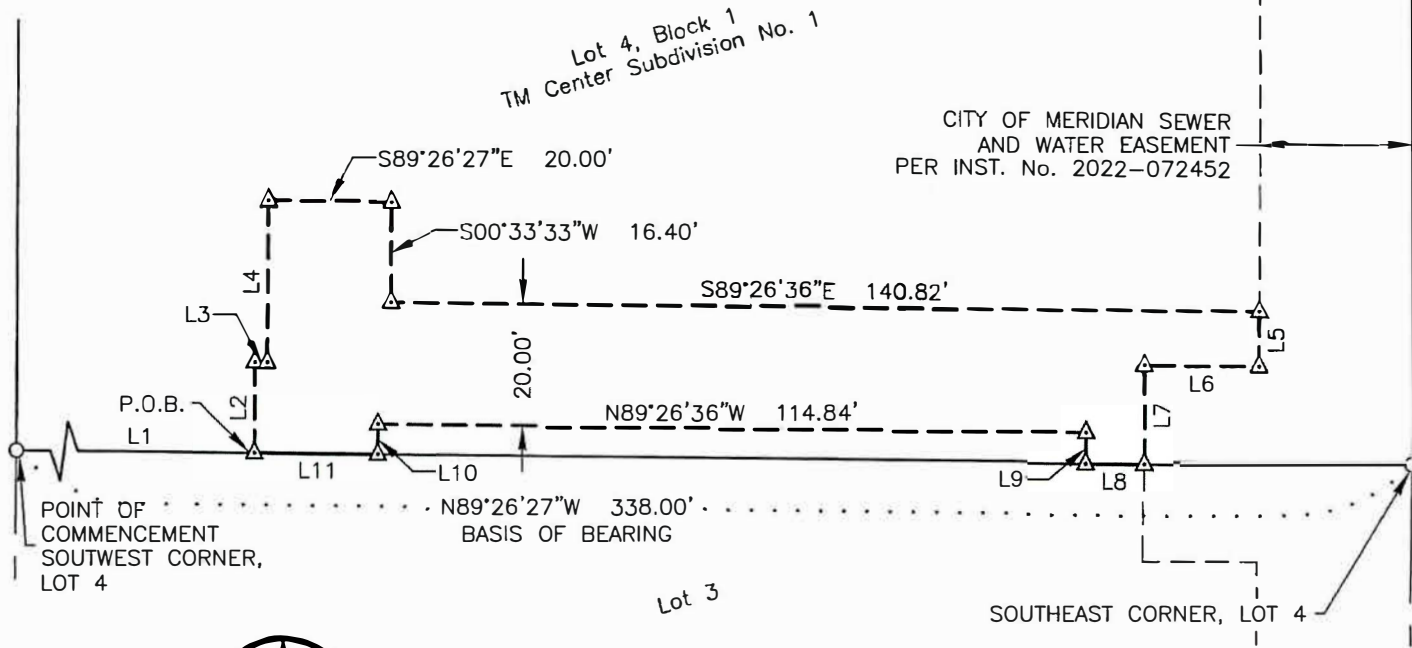
All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

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



4/28/2023

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**LEGEND**

- FOUND 1/2" REBAR, PLS 12459
- CALCULATED POINT
- SUBJECT PROPERTY BOUNDARY LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- P.O.B. POINT OF BEGINNING

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°26'27"E	150.19
L2	N00°32'05"E	14.99
L3	S89°33'46"E	2.00
L4	N00°33'33"E	26.40
L5	S00°33'33"W	9.00
L6	N89°26'27"W	18.50
L7	S00°33'33"W	16.00
L8	N89°26'27"W	9.47
L9	N00°33'33"E	5.00
L10	S00°32'05"W	5.00
L11	N89°26'27"W	20.00

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

Portion of Lot 4, Block 1 of TM Center Subdivision No. 1, Situated in the SW 1/4 SW 1/4 of the NW 1/4 of Sec. 14, T.3N., R.1W., B.M., City of Meridian, Ada County, ID

DATE: April 2023  
PROJECT: 22-237

SHEET:  
1 OF 1

**ENGINEERING**  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
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kmengllp.com