

Project Name (Subdivision):

S. Wavfinder Avenue Extension

Water Main Easement Number: 1

ESMT-2023-0069

WATER MAIN EASEMENT

THIS Easement Agreement, made this 23 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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

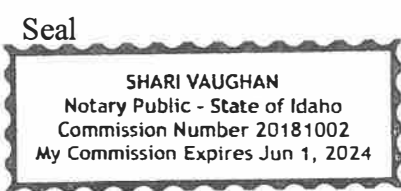
By: Brighton Corporation,
Manager


By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this the ~~25th~~ ^{April} day of ~~March~~, 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 corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, 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 written above.





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

GRANTOR:

BVB Ten Mile Crossing Annex, LLC
an Idaho limited liability company

By: BV Management Services, Inc.,
an Idaho corporation, the Manager

By: 
Cortney Liddiard, President

STATE OF IDAHO)
 :SS.
County of Bonneville)

On this the 20th day of April, 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., which corporation is the Manager of BVB Ten Mile Crossing Annex, LLC, and the Manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such corporation as the Manager executed the same in said limited liability company name.

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

Seal




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

GRANTOR:

SCS Investments LLC
an Idaho limited liability company

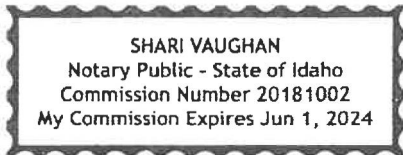
By: Michael A. Hall
Michael A. Hall, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 21st day of April, in the year 2023, 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 this certificate first written above.

Seal



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

April 18, 2023
Project No. 19-172
S. Wayfinder Avenue Extension
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian water easement situated in a portion of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the Northwest corner of said Southwest 1/4 of the Northwest 1/4 (North 1/16 corner), which bears N89°10'27"W a distance of 1,328.61 feet from an aluminum cap marking the Northeast corner of said Southwest 1/4 of the Northwest 1/4 (Northwest 1/16 corner), thence following the northerly line of said Southwest 1/4 of the Northwest 1/4, S89°10'27"E a distance of 1,164.85 feet; Thence leaving said northerly line, S00°49'33"W a distance of 365.02 feet to **POINT OF BEGINNING 1.**

Thence S89°26'00"E a distance of 36.50 feet to the westerly right-of-way line of S. Wayfinder Ave. and being a point herein after referred to as POINT "A";
Thence following said westerly right-of-way line, S00°33'41"W a distance of 20.00 feet;
Thence leaving said westerly right-of-way line, N89°26'00"W a distance of 36.50 feet to a point herein after referred to as POINT "B";
Thence N00°34'00"E a distance of 20.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 730 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as POINT "A", thence S89°26'00"E a distance of 77.00 feet to **POINT OF BEGINNING 2.**

Thence S89°26'00"E a distance of 33.50 feet;
Thence S00°34'00"W a distance of 20.00 feet;
Thence N89°26'00"W a distance of 33.50 feet to the easterly right-of-way line of S. Wayfinder Ave.;
Thence following said easterly right-of-way line, N00°33'41"E a distance of 20.00 feet to **POINT OF BEGINNING 2.**

Said parcel contains 670 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously described as POINT "B", thence S36°43'59"W a distance of 402.22 feet to **POINT OF BEGINNING 3.**

Thence S35°25'56"E a distance of 37.15 feet to the northwesterly right-of-way line of S. Wayfinder Ave. and being a point herein after referred to as POINT "C";

Thence following said northwesterly right-of-way line, S67°52'34"W a distance of 20.55 feet;
Thence leaving said northwesterly right-of-way line, N35°25'56"W a distance of 32.42 feet;
Thence N54°34'04"E a distance of 20.00 feet to **POINT OF BEGINNING 3.**

Said parcel contains 696 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously described as POINT "C", thence S32°34'21"E a distance of 79.67 feet to **POINT OF BEGINNING 4.**

Thence S25°40'56"E a distance of 38.12 feet;
Thence S64°19'04"W a distance of 20.00 feet;
Thence N25°40'56"W a distance of 37.96 feet to the southeasterly right-of-way line of S. Wayfinder Ave.;
Thence following said southeasterly right-of-way line, 20.01 feet along the arc of a curve to the right, said curve having a radius of 260.00 feet, a delta angle of 04°24'31", a chord bearing of N63°50'06"E and a chord distance of 20.00 feet to **POINT OF BEGINNING 4.**

Said parcel contains 763 feet, more or less.

Said description contains a total of 2,859 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.



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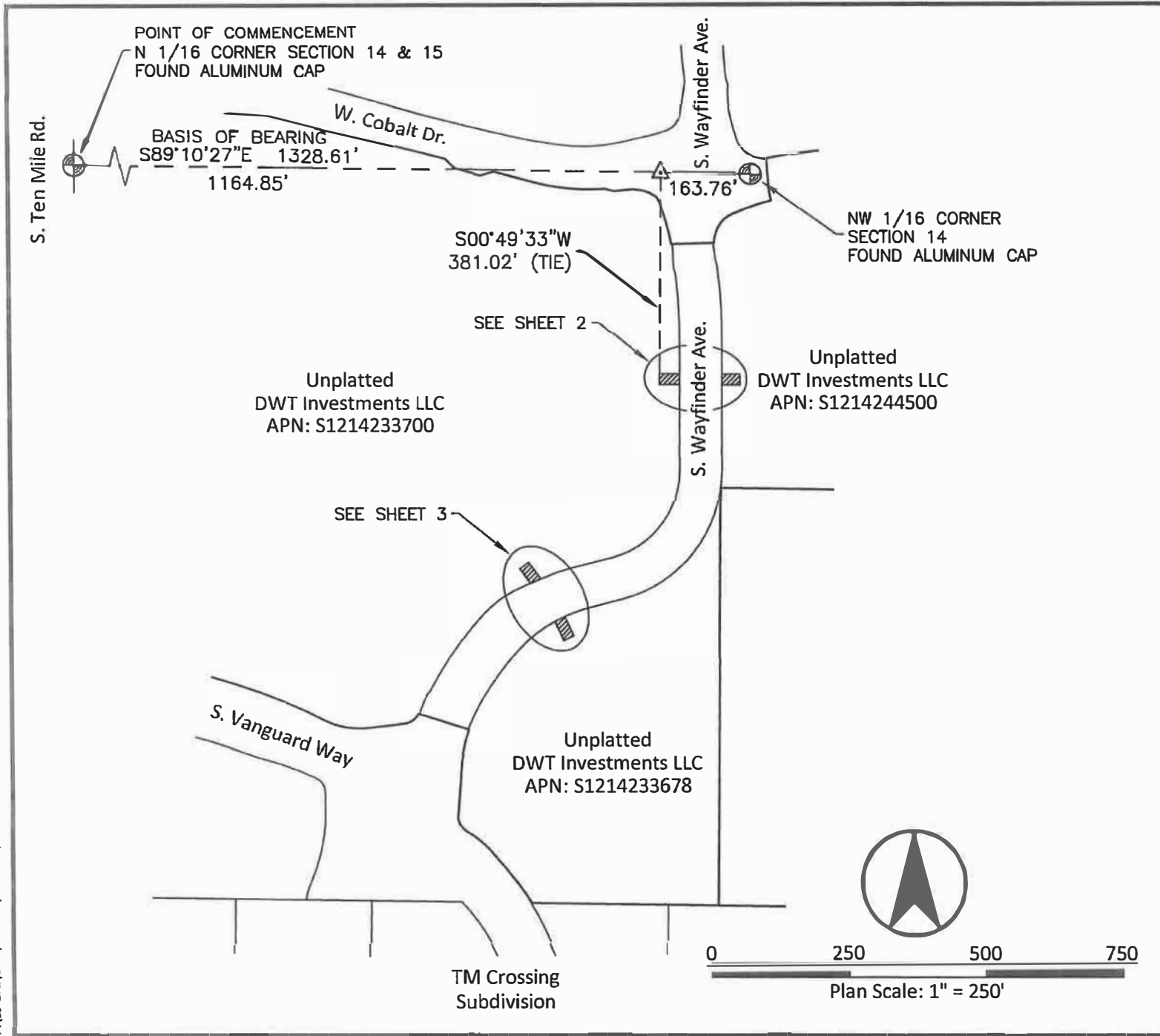

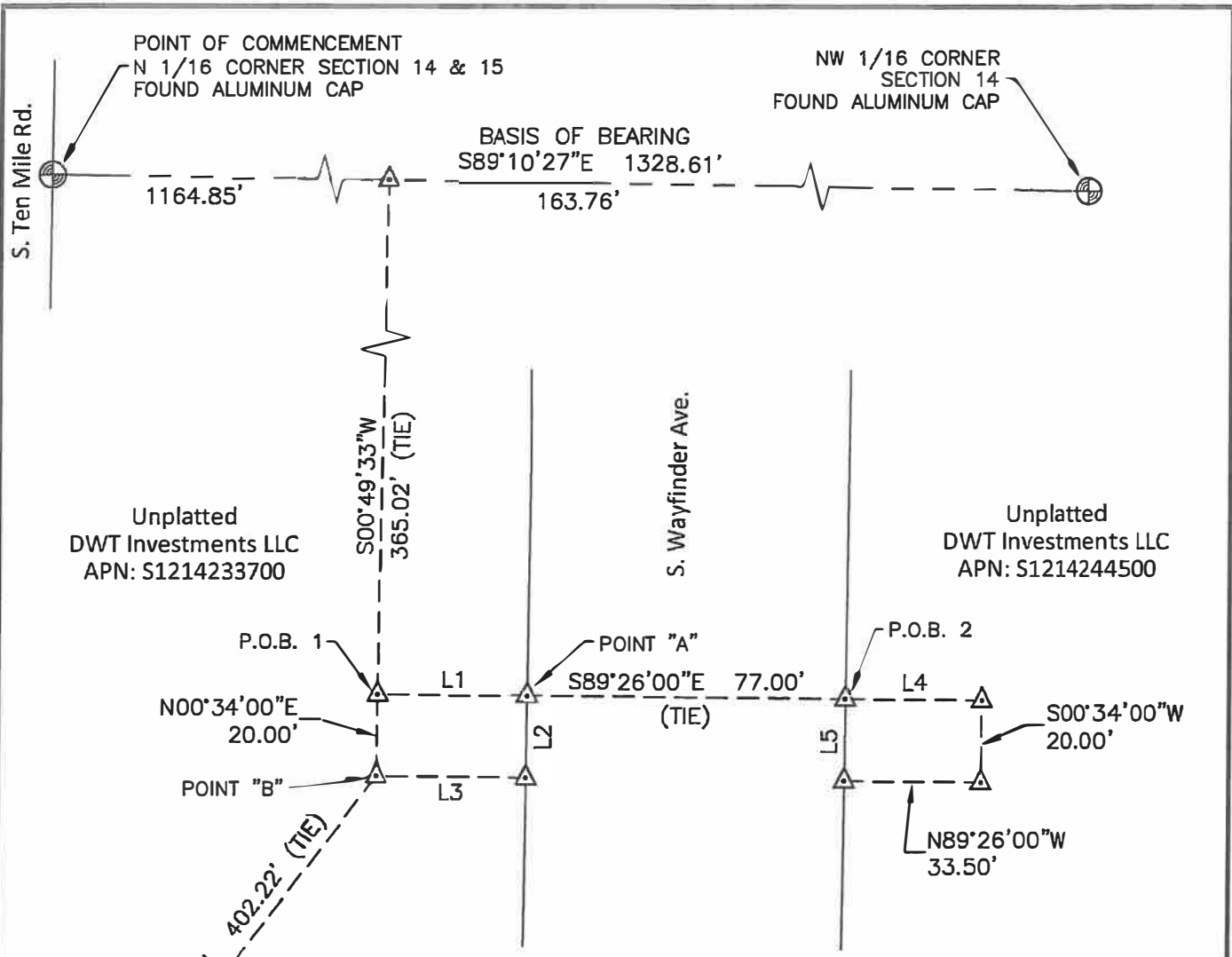
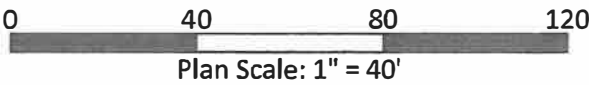


Exhibit B	
S. Wayfinder Avenue Extension	
City of Meridian Water Easement	
SW 1/4 NW 1/4 Sec. 14, T3N., R1W., B.M., City of Meridian, Ada County, Idaho	
DATE:	April 2023
PROJECT:	19-172
SHEET:	1 OF 3
	
9233 WEST STATE STREET BOISE, IDAHO 83714 PHONE (208) 639-6939 kmengllp.com	

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°26'00"E	36.50
L2	S0°33'41"W	20.00
L3	N89°26'00"W	36.50
L4	S89°26'00"E	33.50
L5	N0°33'41"E	20.00



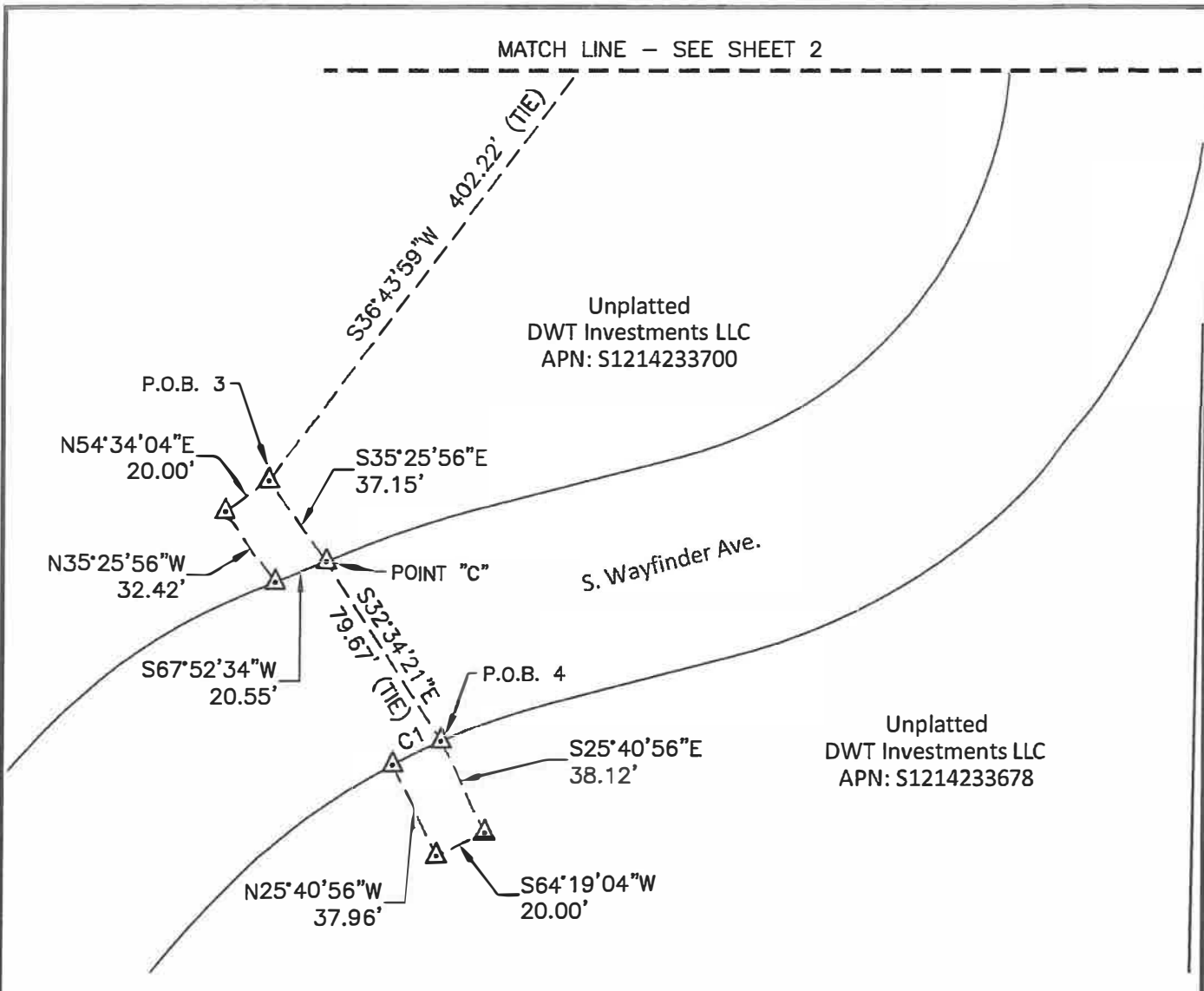
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ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmengllp.com

DATE April 2023
PROJECT 19-172
SHEET: 2 OF 3

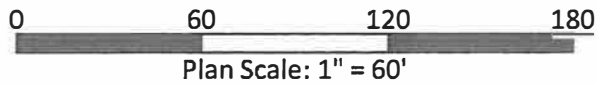
Exhibit B
S. Wayfinder Avenue Extension

City of Meridian Water Easement
SW 1/4 NW 1/4 Sec. 14, T3N., R1W., B.M., City of Meridian, Ada County, Idaho

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CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	260.00'	20.01'	4°24'31"	N63°50'06"E	20.00'



km
ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmengllp.com

DATE: April 2023
PROJECT: 19-12
SHEET: 3 OF 3

Exhibit B
S. Wayfinder Avenue Extension
City of Meridian Water Easement
SW 1/4 NW 1/4 Sec. 14, T3N., R1W., B.M., City of Meridian, Ada County, Idaho