

Project Name or Subdivision Name:

"Chick-fil-A Ten Mile & Vanguard" Water Easement

Water Main Easement Number: 01

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-2024-0054

WATER MAIN EASEMENT

THIS Easement Agreement made this 14th day of May 20 24 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:]

GRANTOR:

DWT INVESTMENTS LLC
An Idaho limited liability company

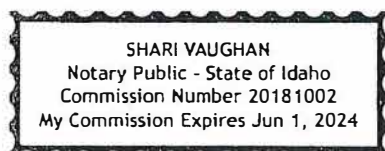
By: Brighton Corporation,
Manager

By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this the 10 day of April, 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 DWT Investments LLC, an Idaho limited liability company, the corporation that executed the instrument or the person who executed the instrument of 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 this certificate first written above.




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

GRANTOR:

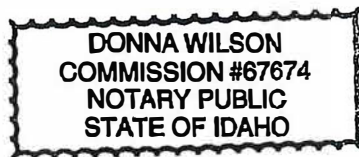
SCS INVESTMENTS LLC
An Idaho limited liability company

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

STATE OF IDAHO)
 :SS.
County of Ada)

On this the 9 day of April, 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 Investments, LLC Corporation, the Manager of DWT Investments, 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 my official seal the day and year this certificate first written above.

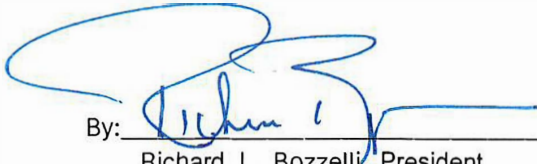


Donna Wilson
Notary Public for Idaho
My Commission Expires: 5-6-2028

GRANTOR:

BVB Ten Mile Crossing Annex, LLC

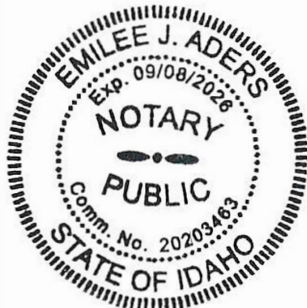
By: BV Executive Management, Inc.,
An Idaho Corporation, the Manager

By: 
Richard L. Bozzelli, President

STATE OF IDAHO)
 :SS.
County of Bonneville)

On this the 22nd day of April, in the year 2024, before me a Notary Public of said State, personally appeared Richard L. Bozzelli, known or identified to me to be the President of BV Executive Management, Inc., the Manager of BVB Ten Mile Crossing Annex, LLC, an Idaho limited liability company, who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that such company 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 this certificate first written above.




Notary Public for Idaho
My Commission Expires: 09/08/2026

Document Description:

This Notary Certificate is attached to page 3 of the Chick-fil-a at Ten Mile Crossing Water Main Easement Signature Page, Version 01/01/2024.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 5-14-2024

Attest by Chris Johnson, City Clerk 5-14-2024

STATE OF IDAHO,)

: ss.

County of Ada)

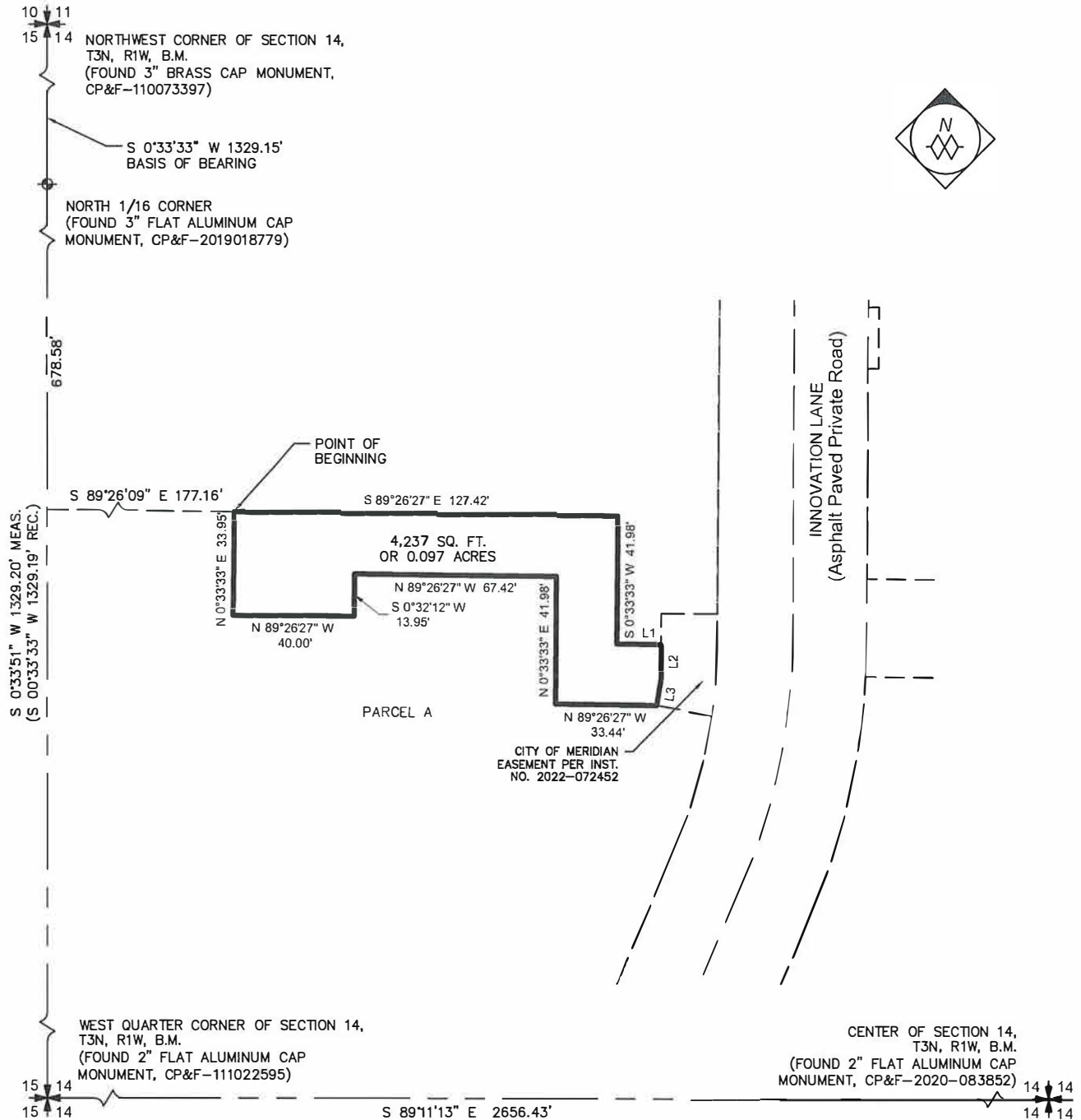
This record was acknowledged before me on 5-14-2024 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Stamp Below

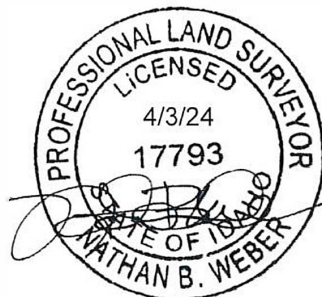
Notary Signature

My Commission Expires: 3-28-2028

Exhibit A



Line Table		
Line #	Length	Direction
L1	14.92'	S 89°26'27" E
L2	10.93'	S 00°33'33" W
L3	9.19'	S 09°48'43" W



PUBLIC UTILITY EASEMENT
SOUTH VANGUARD WAY
MERIDIAN, IDAHO

SHEET 1 OF 2



DIAMOND
LAND SURVEYING

SCALE 1"=50'

4/3/24

Exhibit B

PUBLIC UTILITY EASEMENT DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; AND RUNNING THENCE SOUTH 0°33'33" WEST 1329.15 FEET ALONG THE SECTION LINE BEING THE BASIS OF BEARING TO THE NORTH 1/16TH CORNER OF SAID SECTION 14; THENCE SOUTH 0°33'51" WEST 678.58 FEET ALONG SAID SECTION LINE; THENCE SOUTH 89°26'09" EAST 177.16 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°26'27" EAST 127.42 FEET;

THENCE SOUTH 0°33'33" WEST 41.98 FEET;

THENCE SOUTH 89°26'27" EAST 14.92 FEET TO A POINT ON THE EASEMENT GRANTED TO THE CITY OF MERIDIAN PER INSTRUMENT NO. 2022-072452;

THENCE ALONG SAID EASEMENT THE FOLLOWING TWO (2) COURSES:

(1) SOUTH 0°33'33" WEST 10.93 FEET; AND

(2) SOUTH 9°48'43" WEST 9.19 FEET;

THENCE NORTH 89°26'27" WEST 33.44 FEET;

THENCE NORTH 0°33'33" EAST 41.98 FEET;

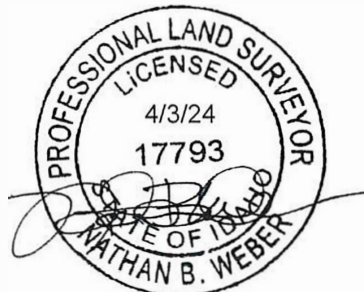
THENCE NORTH 89°26'27" WEST 67.42 FEET;

THENCE SOUTH 0°32'12" WEST 13.95 FEET;

THENCE NORTH 89°26'27" WEST 40.00 FEET;

THENCE NORTH 0°33'33" EAST 33.95 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,237 SQ. FT. OR 0.097 ACRES



SHEET 2 OF 2

PUBLIC UTILITY EASEMENT
SOUTH VANGUARD WAY
MERIDIAN, IDAHO



DIAMOND
LAND SURVEYING

4/3/24