

Project Name or Subdivision Name:

TM Center Subdivision No. 2

Sanitary Sewer & 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  
Record Number: ESMT-2024-0034

### **SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ 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 sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water 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 sanitary sewer and 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 sanitary sewer and 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

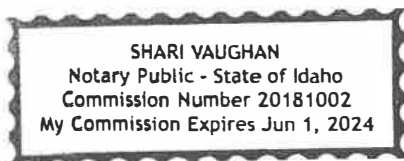
By: Brighton Corporation,  
Manager

By:   
Robert L. Phillips, President

STATE OF IDAHO     )  
                              :SS.  
County of Ada        )

On this the 12 day of <sup>February</sup> ~~January~~, 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 on behalf of said corporation, and acknowledged to me that such company executed the same.

IN WTINESS 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:

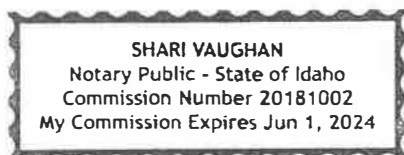
SCS INVESTMENTS LLC  
an Idaho limited liability company

By:   
Michael A. Hall, President

STATE OF IDAHO       )  
                                  :SS.  
County of Ada        )

On this 12 day of ~~January~~ <sup>February</sup> ~~SV~~ 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, 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.



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

GRANTOR:

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

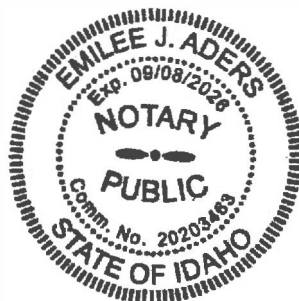
By: BV Management Services, Inc.  
An Idaho corporation,  
The Manager


By:   
Tahri Molifua, Vice President of  
Real Estate Capital

STATE OF IDAHO           )  
                                      :SS.  
County of Bonneville    )

On this the 9<sup>th</sup> day of February, in the year 2024, before me a Notary Public of said State, personally appeared Tahri Molifua, known or identified to me to be the Vice President of Real Estate Capital of BV Management Services, 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 in this certificate first written above.



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

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk

STATE OF IDAHO, )

: ss.

County of Ada )

This record was acknowledged before me on \_\_\_\_\_ (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: \_\_\_\_\_

February 2, 2024  
TM Center Subdivision No. 2  
Project No. 23-084  
City of Meridian Sewer & Water Easement  
Legal Description

**Exhibit A**

A parcel of land for a City of Meridian Sewer and Water Easement situated in a portion of the West 1/2 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 aluminum cap marking the West 1/4 corner of said Section 14, which bears S00°33'33"W a distance of 1,329.19 feet from a found aluminum cap marking the North 1/16 corner of said Section 14;

Thence following the westerly line of said Northwest 1/4, N00°33'33"E a distance of 630.91 feet;

Thence leaving said westerly line, S89°26'27"E a distance of 388.00 feet to the **POINT OF BEGINNING**.

Thence S89°26'27"E a distance of 217.50 feet;

Thence N00°33'33"E a distance of 31.50 feet;

Thence S89°25'24"E a distance of 20.00 feet;

Thence S00°33'33"W a distance of 31.50 feet;

Thence S89°26'27"E a distance of 43.64 feet;

Thence N00°33'33"E a distance of 7.00 feet;

Thence S89°26'27"E a distance of 10.00 feet;

Thence S00°33'33"W a distance of 7.00 feet;

Thence S89°26'37"E a distance of 120.73 feet;

Thence N00°33'33"E a distance of 19.00 feet;

Thence S89°26'27"E a distance of 20.00 feet;

Thence S00°33'33"W a distance of 19.00 feet;

Thence S89°26'27"E a distance of 37.56 feet;

Thence S78°39'23"E a distance of 68.11 feet;

Thence S33°39'23"E a distance of 41.31 feet to the northerly right-of-way line of S. Wayfinder Ave.;

Thence following said northerly right-of-way line the following two (2) courses:

1. S67°52'34"W a distance of 32.56 feet;
2. 1.83 feet along the arc of a curve to the left, said curve having a radius of 213.50 feet, a delta angle of 00°29'32", a chord bearing of S67°37'48"W, and a chord distance of 1.83 feet;

Thence leaving said northerly right-of-way line, N30°01'42"W a distance of 18.28 feet;

Thence N82°01'57"W a distance of 96.42 feet;

Thence N89°26'27"W a distance of 126.77 feet;

Thence S00°33'33"W a distance of 35.50 feet;

Thence N89°26'27"W a distance of 20.00 feet;

Thence N00°33'33"E a distance of 35.50 feet;

Thence N89°26'27"W a distance of 38.64 feet;

Thence S00°33'33"W a distance of 35.50 feet;

Thence N89°26'27"W a distance of 20.00 feet;

Thence N00°33'33"E a distance of 35.50 feet;

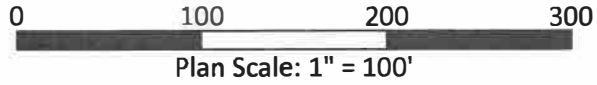
Thence N89°26'27"W a distance of 98.36 feet;  
Thence S00°33'33"W a distance of 35.50 feet;  
Thence N89°26'27"W a distance of 20.00 feet;  
Thence N00°33'33"E a distance of 35.50 feet;  
Thence N89°26'27"W a distance of 50.64 feet;  
Thence S00°33'33"W a distance of 35.50 feet;  
Thence N89°26'27"W a distance of 20.00 feet;  
Thence N00°33'33"E a distance of 35.50 feet;  
Thence N89°26'27"W a distance of 28.72 feet;  
Thence 10.00 feet along the arc of a curve to the left, said curve having a radius of 225.00 feet, a delta angle of 02°32'50", a chord bearing of N01°49'58"E, and a chord distance of 10.00 feet;  
Thence N00°33'33"E a distance of 22.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.509 acres (22,175 square feet), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

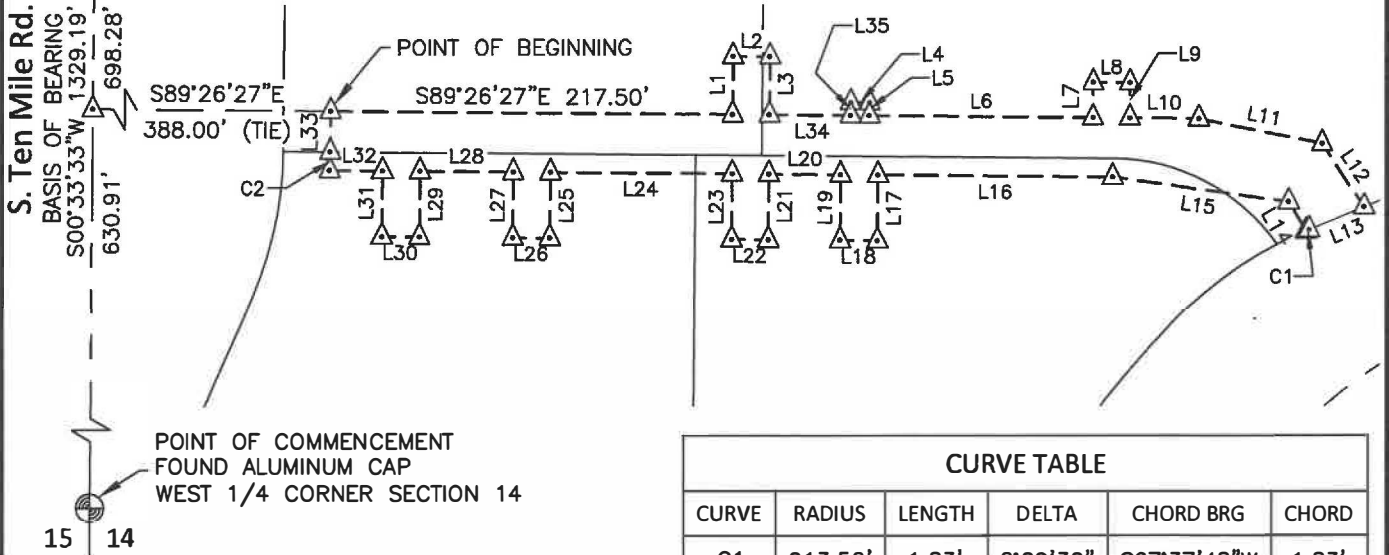
Attached hereto is **Exhibit B** and by this reference is made a part hereof.







FOUND ALUMINUM CAP  
NORTH 1/16 CORNER SECTIONS 14/15



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	213.50'	1.83'	0°29'32"	S67°37'48"W	1.83'
C2	225.00'	10.00'	2°32'50"	N01°49'58"E	10.00'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°33'33"E	31.50
L2	S89°25'24"E	20.00
L3	S00°33'33"W	31.50
L4	S89°26'27"E	10.00
L5	S00°33'33"W	7.00
L6	S89°26'37"E	120.73
L7	N00°33'33"E	19.00
L8	S89°26'27"E	20.00
L9	S00°33'33"W	19.00
L10	S89°26'27"E	37.56
L11	S78°39'23"E	68.11
L12	S33°39'23"E	41.31

LINE TABLE

LINE	BEARING	DISTANCE
L13	S67°52'34"W	32.56
L14	N30°01'42"W	18.28
L15	N82°01'57"W	96.42
L16	N89°26'27"W	126.77
L17	S00°33'33"W	35.50
L18	N89°26'27"W	20.00
L19	N00°33'33"E	35.50
L20	N89°26'27"W	38.64
L21	S00°33'33"W	35.50
L22	N89°26'27"W	20.00
L23	N00°33'33"E	35.50
L24	N89°26'27"W	98.36

LINE TABLE

LINE	BEARING	DISTANCE
L25	S00°33'33"W	35.50
L26	N89°26'27"W	20.00
L27	N00°33'33"E	35.50
L28	N89°26'27"W	50.64
L29	S00°33'33"W	35.50
L30	N89°26'27"W	20.00
L31	N00°33'33"E	35.50
L32	N89°26'27"W	28.72
L33	N00°33'33"E	22.00
L34	S89°26'27"E	43.64
L35	N00°33'33"E	7.00



Exhibit B - City of Meridian Sewer & Water Easement  
TM Center Subdivision No. 2

A portion of the W 1/2 of the NW 1/4 of Section 14,  
T3N., R1W., B.M., City of Meridian, Ada County, Idaho

DATE: January 2024

PROJECT: 23-084

SHEET:  
1 OF 1