

<p><b>Project Name (Subdivision):</b> <b>Frontline Subdivision Private Road</b></p> <p><b>Sanitary Sewer &amp; Water Main Easement Number:</b> <b>1</b></p> <p>Identify this Easement by sequential number if Project contains more than one easement of this type. (See Instructions for additional information).</p>
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**SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement, made this \_\_\_ day of \_\_\_\_\_ 20\_\_ between SCS Brighton II LLC & SCS Investments 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 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]

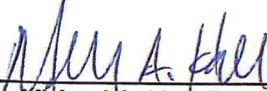
**GRANTORS:**

SCS BRIGHTON II LLC  
an Idaho limited liability company

By: Brighton Corporation, an Idaho corporation,  
Manager

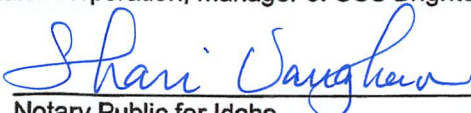
By:   
Robert L. Phillips, President

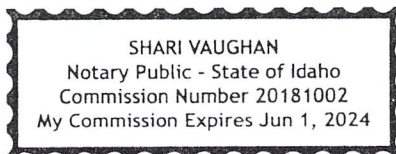
SCS INVESTMENTS LLC  
an Idaho limited liability company

By:   
Michael A. Hall, President

STATE OF IDAHO     )  
                              : ss.  
County of Ada        )

This record was acknowledged before me on January 18<sup>th</sup>, 2022, by Robert L. Phillips, as the President of Brighton Corporation, an Idaho corporation, manager of SCS Brighton II LLC, an Idaho limited liability company.

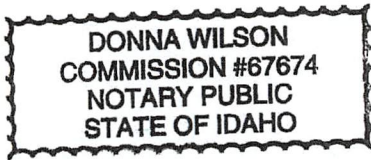
  
Notary Public for Idaho  
My Commission Expires: 6-1-2024




STATE OF IDAHO )  
  : ss.  
County of Ada        )

On this 17 day of January, in the year of 2022 , 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 above written.



  
\_\_\_\_\_  
Notary Public for Idaho  
My Commission expires 5.6.2022

GRANTEE: CITY OF MERIDIAN

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

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

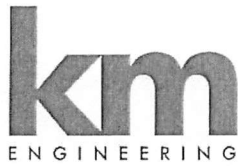
STATE OF IDAHO, )  
                          : ss.  
County of Ada     )

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.

(stamp)

\_\_\_\_\_  
Notary Signature

My Commission Expires:\_\_\_\_\_



January 12, 2022  
Project No. 20-208  
City of Meridian Sewer and Water Easement  
Legal Description

**Exhibit A**

A parcel of land for a City of Meridian Sewer and Water Easement over a portion of Northwest 1/4 of the Northeast 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 North 1/4 corner of said Section 14, which bears N89°13'12"W a distance of 2,657.79 feet from a found aluminum cap marking the Northeast corner of said Section 14, thence following the northerly line of said Northwest 1/4 of the Northeast 1/4, S89°13'12"E a distance of 951.72 feet;

Thence leaving said northerly line, S00°46'48"W a distance of 89.00 feet to the southerly boundary line of a parcel of land as described in Quitclaim Deed per Instrument No. 2020-159172 and being the **POINT OF BEGINNING**.

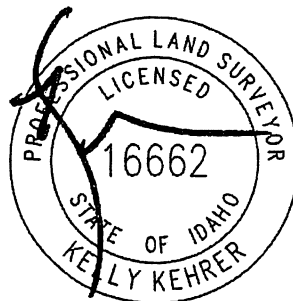
Thence following said southerly boundary line, S89°13'12"E a distance of 20.00 feet;  
Thence leaving said southerly boundary line, S00°44'44"W a distance of 35.00 feet;  
Thence S89°13'12"E a distance of 166.60 feet;  
Thence N01°02'50"E a distance of 35.00 feet to said southerly boundary line;  
Thence following said southerly boundary line, S89°13'12"E a distance of 20.00 feet;  
Thence leaving said southerly boundary line, S01°02'50"W a distance of 55.00 feet;  
Thence N89°13'12"W a distance of 186.50 feet;  
Thence S00°44'44"W a distance of 2.37 feet;  
Thence N89°13'12"W a distance of 44.40 feet;  
Thence S00°46'48"W a distance of 18.65 feet;  
Thence S89°02'51"E a distance of 10.10 feet;  
Thence S00°57'09"W a distance of 10.00 feet;  
Thence N89°02'51"W a distance of 10.07 feet;  
Thence S00°46'48"W a distance of 101.14 feet;  
Thence S89°13'12"E a distance of 37.11 feet;  
Thence S00°46'48"W a distance of 20.00 feet;  
Thence N89°13'12"W a distance of 37.11 feet;  
Thence S00°46'48"W a distance of 105.42 feet;  
Thence S89°02'10"E a distance of 9.44 feet;  
Thence S00°57'50"W a distance of 10.00 feet;  
Thence N89°02'10"W a distance of 9.41 feet;  
Thence S00°46'48"W a distance of 23.71 feet;  
Thence S89°13'12"E a distance of 37.11 feet;  
Thence S00°46'48"W a distance of 20.00 feet;  
Thence N89°13'12"W a distance of 37.11 feet;  
Thence S00°46'48"W a distance of 22.28 feet;  
Thence S45°46'48"W a distance of 26.33 feet;  
Thence S68°16'48"W a distance of 69.18 feet;  
Thence N89°13'12"W a distance of 510.34 feet;

Thence N00°46'48"E a distance of 20.00 feet;  
Thence S89°13'12"E a distance of 72.94 feet;  
Thence N00°46'48"E a distance of 9.51 feet;  
Thence S89°13'12"E a distance of 10.00 feet;  
Thence S00°46'48"W a distance of 9.51 feet;  
Thence S89°13'12"E a distance of 100.97 feet;  
Thence N00°46'48"E a distance of 37.46 feet;  
Thence S89°13'12"E a distance of 20.00 feet;  
Thence S00°46'48"W a distance of 37.46 feet;  
Thence S89°13'12"E a distance of 170.47 feet;  
Thence N00°43'13"E a distance of 9.40 feet;  
Thence S89°16'47"E a distance of 10.00 feet;  
Thence S00°43'13"W a distance of 9.41 feet;  
Thence S89°13'12"E a distance of 121.98 feet;  
Thence N68°16'48"E a distance of 35.09 feet;  
Thence N45°46'48"E a distance of 34.07 feet;  
Thence N00°46'48"E a distance of 168.98 feet;  
Thence N89°13'12"W a distance of 38.72 feet;  
Thence N00°46'48"E a distance of 20.00 feet;  
Thence S89°13'12"E a distance of 38.72 feet;  
Thence N00°46'48"E a distance of 132.16 feet;  
Thence N89°13'12"W a distance of 38.72 feet;  
Thence N00°46'48"E a distance of 20.00 feet;  
Thence S89°13'12"E a distance of 38.72 feet;  
Thence N00°46'48"E a distance of 7.63 feet;  
Thence S89°13'12"E a distance of 54.39 feet;  
Thence N00°44'44"E a distance of 27.37 feet to the **POINT OF BEGINNING**.

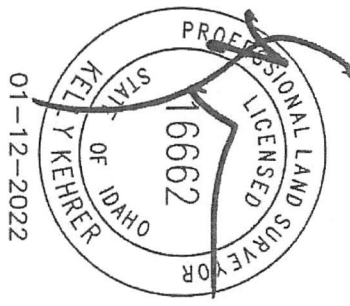
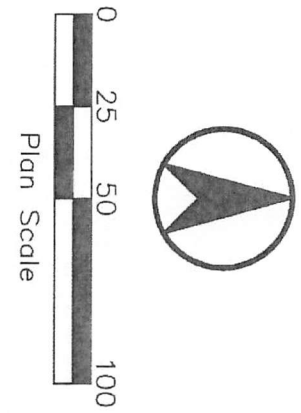
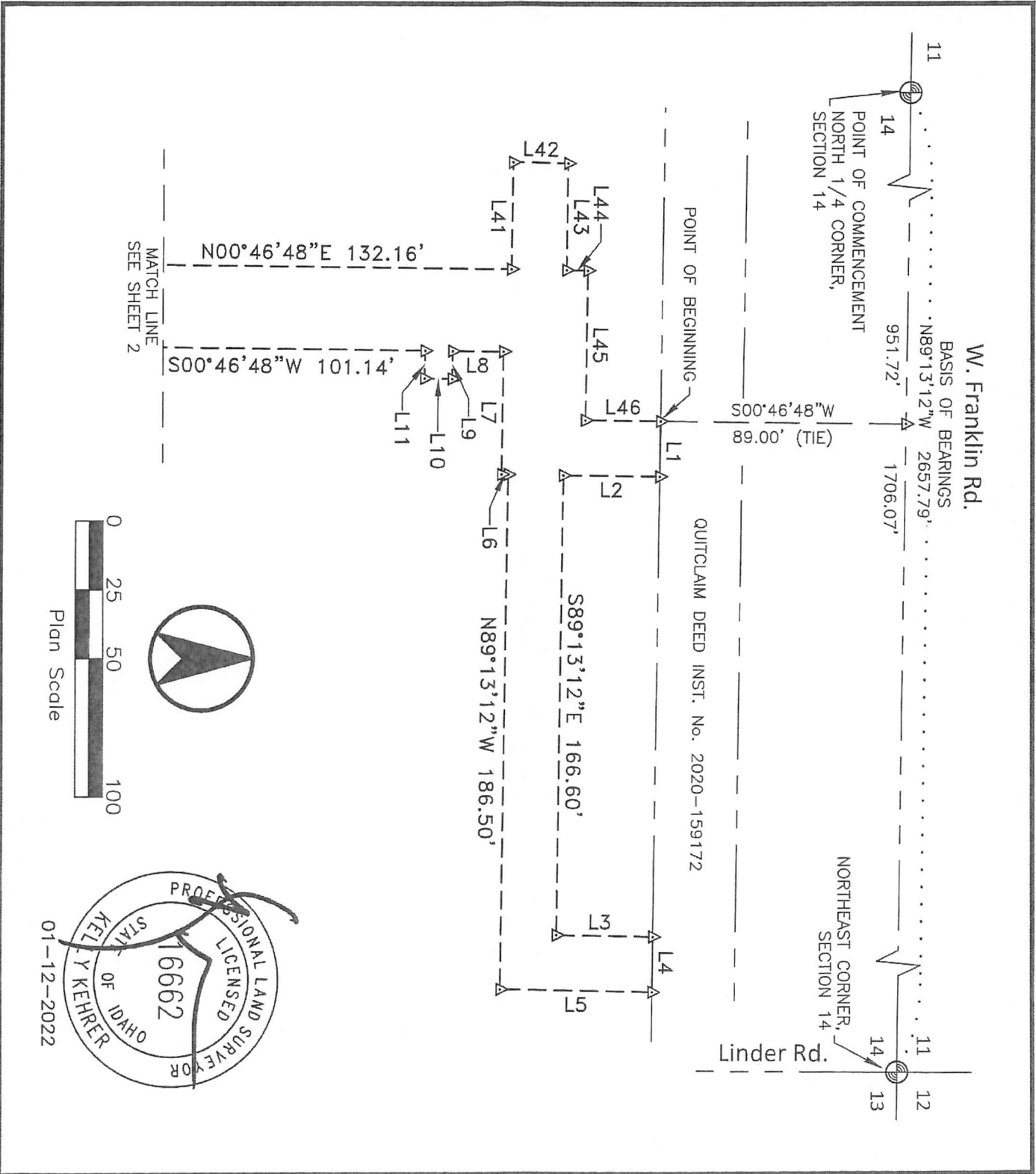
Said parcel contains 0.763 acres (33,243 square feet), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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 in.

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



1-12-2022

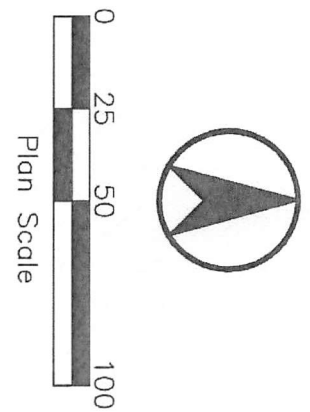
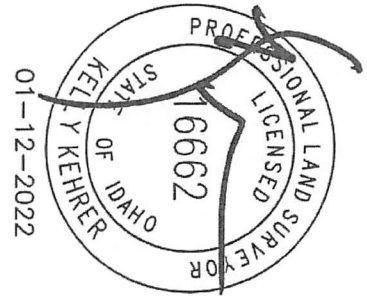


## Exhibit B City of Meridian Sewer and Water Easement

Situated in 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, ID

<p><b>DATE:</b> January 2022</p> <p><b>PROJECT:</b> 20-208</p> <p><b>SHEET:</b> 1 OF 3</p>	<p><b>ENGINEERING</b></p> <p>5725 NORTH DISCOVERY WAY BOISE, IDAHO 83713 PHONE (208) 639-6939 kmen@kjp.com</p>
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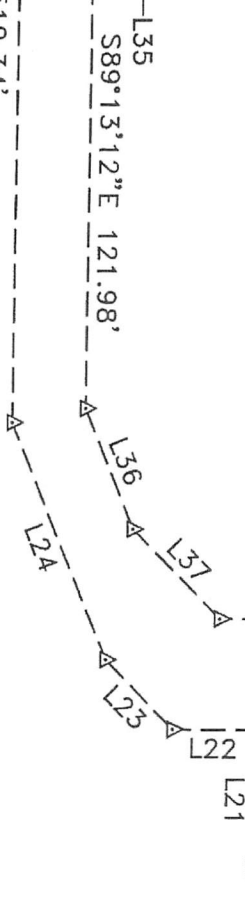
**LEGEND**

- FOUND ALUMINUM CAP
- CALCULATED POINT
- SECTION LINE
- BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- EASEMENT LINE
- SURVEY TIE LINE

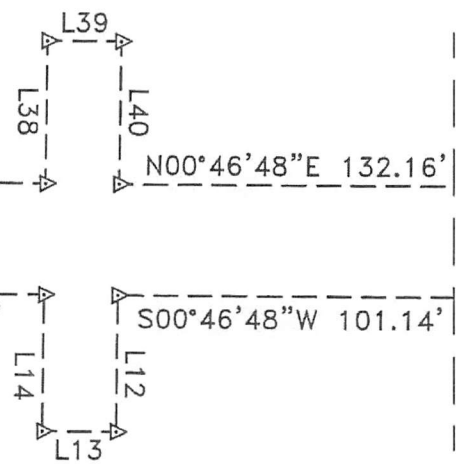
MATCH LINE  
SEE SHEET 3

S89°13'12"E 170.47'  
L33  
L34  
L35  
S89°13'12"E 121.98'

N89°13'12"W 510.34'



N00°46'48"E 168.98'



N00°46'48"E 132.16'

S00°46'48"W 101.14'

MATCH LINE SEE SHEET 1

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

Situated in 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, ID

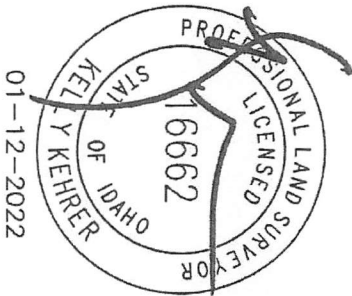
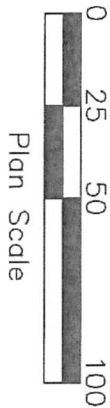
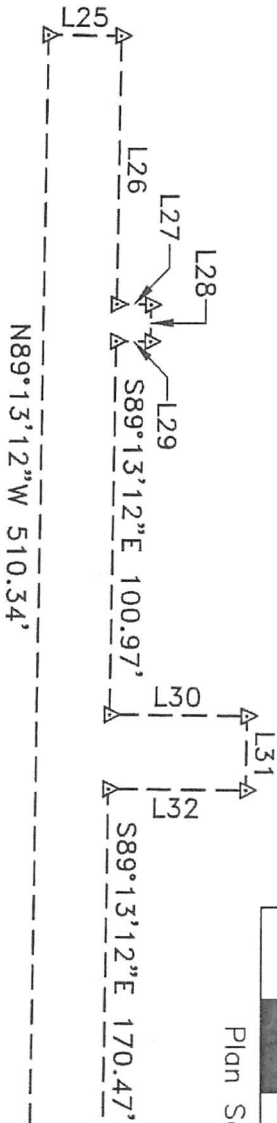
DATE: January 2022  
PROJECT: 20-208  
SHEET: 2 OF 3

**K&M ENGINEERING**  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kme@kjp.com

LINE	BEARING	DISTANCE
L1	S89°13'12"E	20.00
L2	S0°44'44"W	35.00
L3	N1°02'50"E	35.00
L4	S89°13'12"E	20.00
L5	S1°02'50"W	55.00
L6	S0°44'44"W	2.37
L7	N89°13'12"W	44.40
L8	S0°46'48"W	18.65
L9	S89°02'51"E	10.10
L10	S0°57'09"W	10.00
L11	N89°02'51"W	10.07
L12	S89°13'12"E	37.11
L13	S0°46'48"W	20.00
L14	N89°13'12"W	37.11
L15	S89°02'10"E	9.44
L16	S0°57'50"W	10.00
L17	N89°02'10"W	9.41
L18	S0°46'48"W	23.71

LINE	BEARING	DISTANCE
L19	S89°13'12"E	37.11
L20	S0°46'48"W	20.00
L21	N89°13'12"W	37.11
L22	S0°46'48"W	22.28
L23	S45°46'48"W	26.33
L24	S68°16'48"W	69.18
L25	N0°46'48"E	20.00
L26	S89°13'12"E	72.94
L27	N0°46'48"E	9.51
L28	S89°13'12"E	10.00
L29	S0°46'48"W	9.51
L30	N0°46'48"E	37.46
L31	S89°13'12"E	20.00
L32	S0°46'48"W	37.46
L33	N0°43'13"E	9.40
L34	S89°16'47"E	10.00
L35	S0°43'13"W	9.41
L36	N68°16'48"E	35.09

LINE	BEARING	DISTANCE
L37	N45°46'48"E	34.07
L38	N89°13'12"W	38.72
L39	N0°46'48"E	20.00
L40	S89°13'12"E	38.72
L41	N89°13'12"W	38.72
L42	N0°46'48"E	20.00
L43	S89°13'12"E	38.72
L44	N0°46'48"E	7.63
L45	S89°13'12"E	54.39
L46	N0°44'44"E	27.37



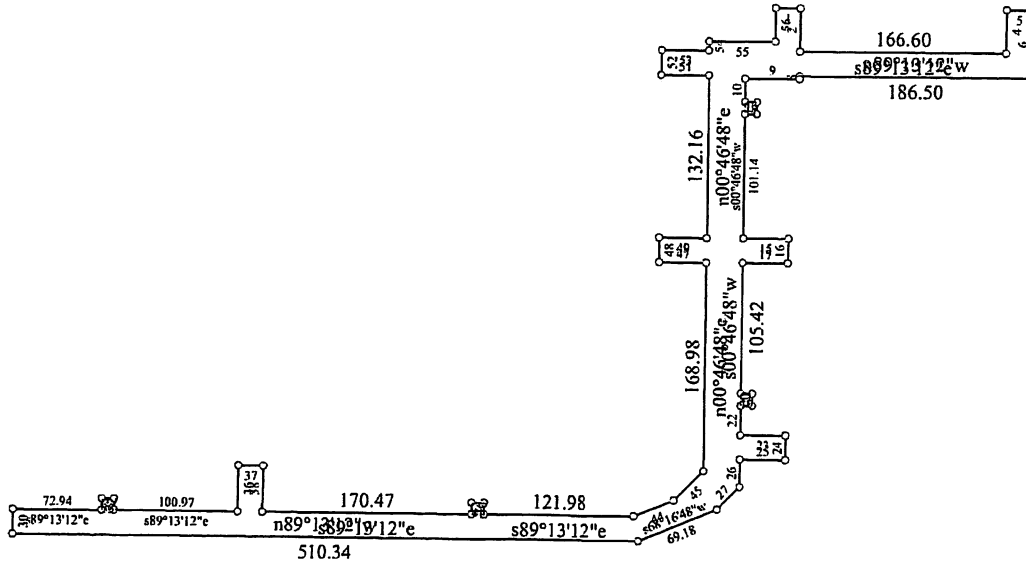
MATCH LINE  
SEE SHEET 2

## Exhibit B City of Meridian Sewer and Water Easement

Situated in 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, ID

**KMG ENGINEERING**  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmenglp.com

DATE: January 2022  
PROJECT: 20-208  
SHEET: 3 OF 3



Title:		Date: 01-11-2022
Scale: 1 inch = 150 feet	File:	
Tract 1: 0.763 Acres: 33243 Sq Feet: Closure = n36.1509e 0.00 Feet: Precision >1/999999: Perimeter = 2983 Feet		
001=s89.1312e 20.00	020=s00.5750w 10.00	039=s89.1312e 170.47
002=s00.4444w 35.00	021=n89.0210w 9.41	040=n00.4313e 9.40
003=s89.1312e 166.60	022=s00.4648w 23.71	041=s89.1647e 10.00
004=n01.0250e 35.00	023=s89.1312e 37.11	042=s00.4313w 9.41
005=s89.1312e 20.00	024=s00.4648w 20.00	043=s89.1312e 121.98
006=s01.0250w 55.00	025=n89.1312w 37.11	044=n68.1648e 35.09
007=n89.1312w 186.50	026=s00.4648w 22.28	045=n45.4648e 34.07
008=s00.4444w 2.37	027=s45.4648w 26.33	046=n00.4648e 168.98
009=n89.1312w 44.40	028=s68.1648w 69.18	047=n89.1312w 38.72
010=s00.4648w 18.65	029=n89.1312w 510.34	048=n00.4648e 20.00
011=s89.0251e 10.10	030=n00.4648e 20.00	049=s89.1312e 38.72
012=s00.5709w 10.00	031=s89.1312e 72.94	050=n00.4648e 132.16
013=n89.0251w 10.07	032=n00.4648e 9.51	051=n89.1312w 38.72
014=s00.4648w 101.14	033=s89.1312e 10.00	052=n00.4648e 20.00
015=s89.1312e 37.11	034=s00.4648w 9.51	053=s89.1312e 38.72
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019=s89.0210e 9.44	038=s00.4648w 37.46	