

Project Name or Subdivision Name:

Pollard North Subdivision No. 1 – Alley Sewer Easement 2

Sanitary Sewer & Water Main Easement Number: 2

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-2026-0089

SANITARY SEWER EASEMENT

THIS Easement Agreement made this 21st day of April 2026 between Brighton Development Inc., an Idaho corporation ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer 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 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 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.

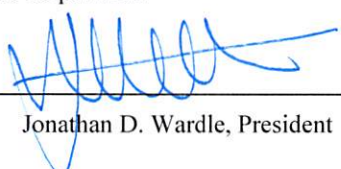
THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR:

Brighton Development Inc.,
an Idaho corporation

By: _____


Jonathan D. Wardle, President

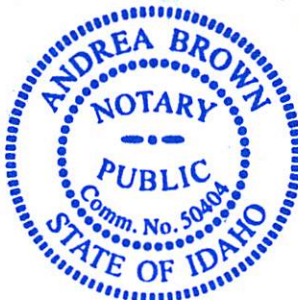
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on April 8, 2026 (date) by Jonathan D. Wardle, on behalf of Brighton Development Inc., in his capacity as President.

Notary Stamp Below




Notary Signature

My Commission Expires: 11/13/2026

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: _____

April 8, 2026
Project No. 24-288
Pollard Subdivision No. 1
City of Meridian Sewer Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian sewer easement situated in a portion of the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at an aluminum cap marking the South 1/4 corner of said Section 21, which bears S00°32'12"W a distance of 1,317.30 feet from a 5/8-inch rebar marking the Center-South 1/16 corner of said Section 21, thence following the westerly line of said Southwest 1/4 of the Southeast 1/4, N00°32'12"E a distance of 1,197.30 feet;

Thence leaving said westerly line, S89°20'25"E a distance of 138.27 feet to **POINT OF BEGINNING 1.**

Thence S89°20'25"E a distance of 36.00 feet;

Thence S00°39'35"W a distance of 75.00 feet;

Thence S89°20'25"E a distance of 99.88 feet to a point hereinafter referred to as Point "A";

Thence S00°39'35"W a distance of 36.00 feet;

Thence N89°20'25"W a distance of 135.88 feet;

Thence N00°39'35"E a distance of 111.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 7,592 square feet (0.174 acres), more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence S89°20'25"E a distance of 60.00 feet to **POINT OF BEGINNING 2.**

Thence S89°20'25"E a distance of 819.12 feet;

Thence S00°27'11"W a distance of 36.00 feet;

Thence N89°20'25"W a distance of 819.25 feet;

Thence N00°39'35"E a distance of 36.00 feet to **POINT OF BEGINNING 2.**

Said parcel contains 29,491 square feet (0.677 acres), more or less.

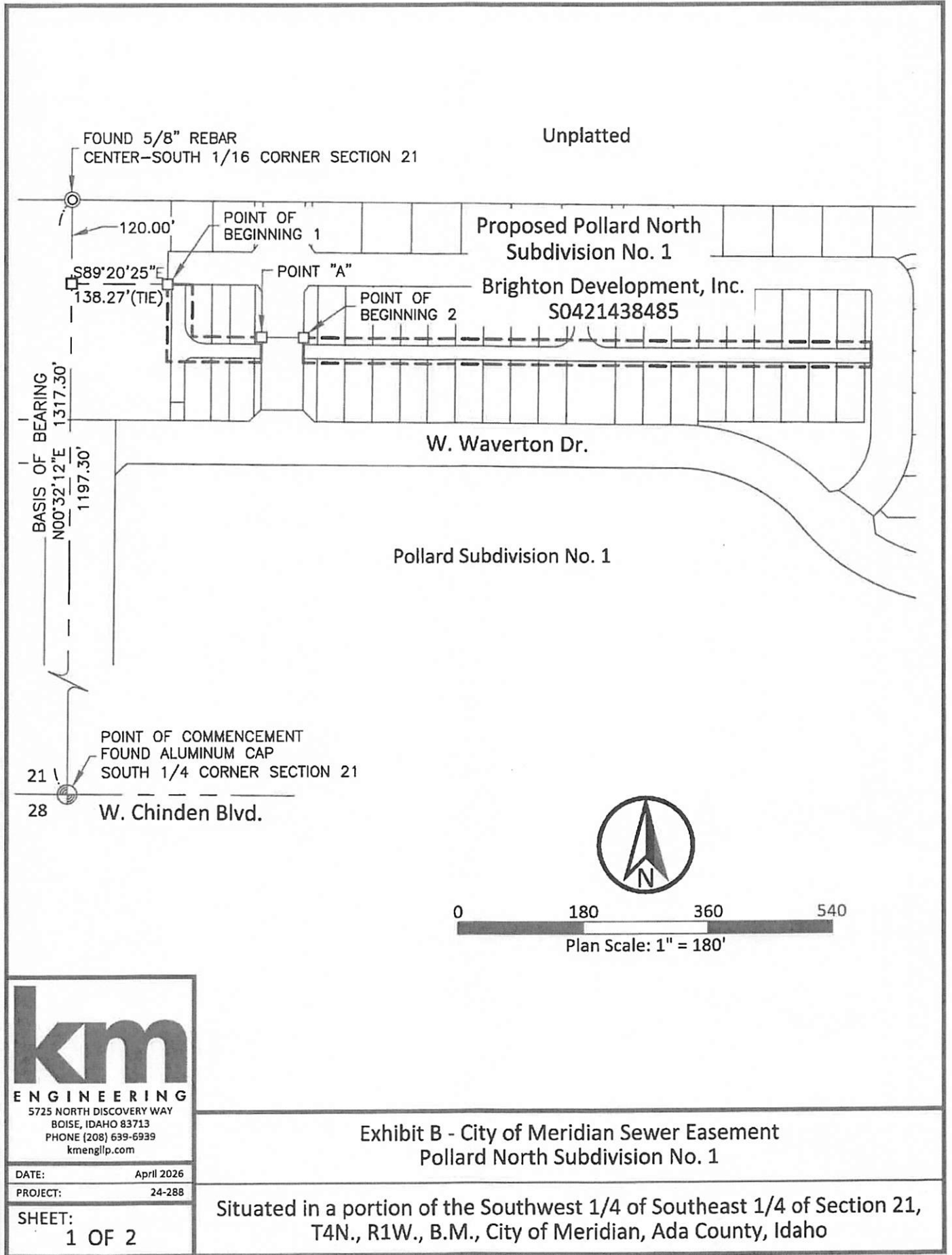
Said description contains a total of 37,083 square feet (0.851 acres), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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

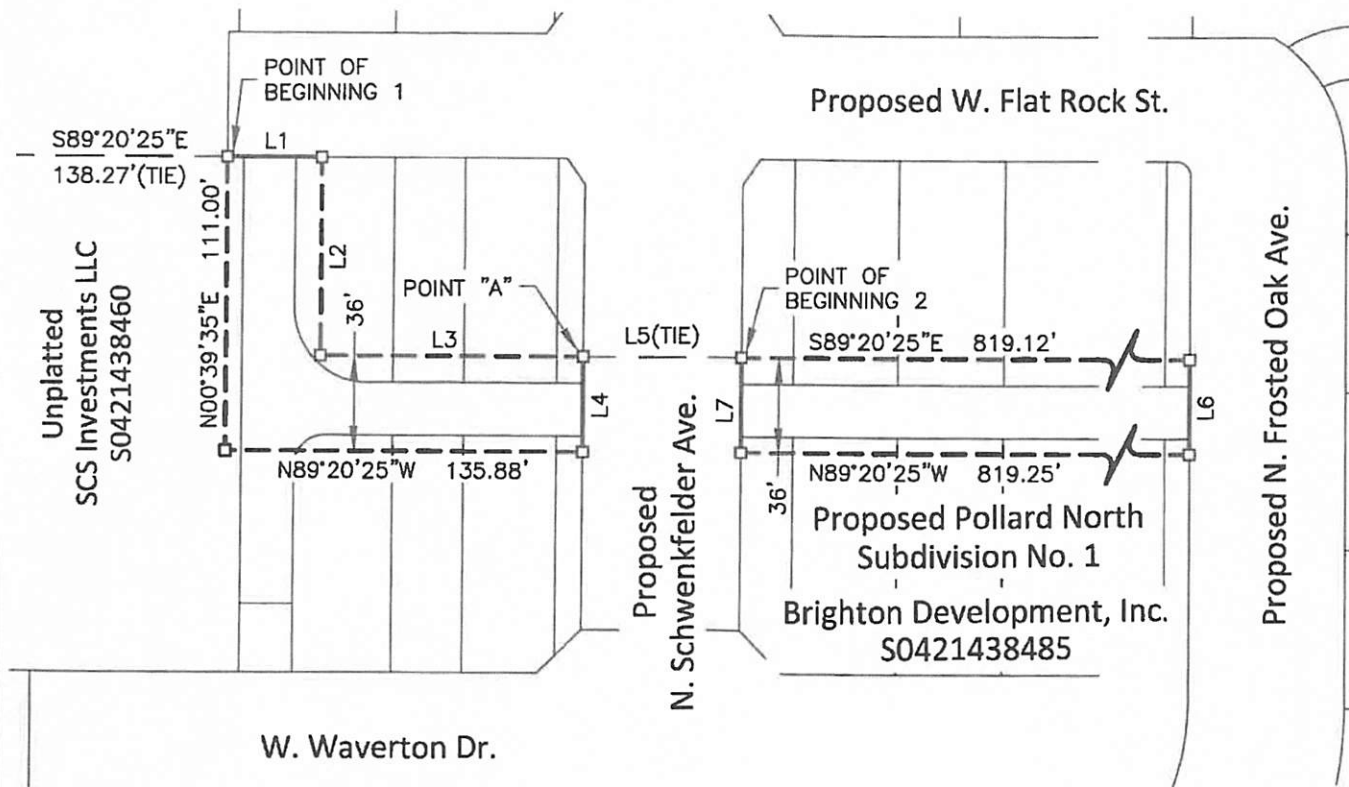


4.8.2026

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0 70 140 210

Plan Scale: 1" = 70'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°20'25"E	36.00'
L2	S00°39'35"W	75.00'
L3	S89°20'25"E	99.88'
L4	S00°39'35"W	36.00'
L5	S89°20'25"E	60.00'
L6	S00°27'11"W	36.00'
L7	N00°39'35"E	36.00'

km

ENGINEERING

5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: April 2026

PROJECT: 24-288

SHEET:
2 OF 2

Exhibit B - City of Meridian Sewer Easement
Pollard North Subdivision No. 1

A portion of the SE 1/4 of SW 1/4 and the SW 1/4 of SE 1/4 of Section 21,
T4N., R1W., B.M., City of Meridian, Ada County, Idaho