

Project Name (Subdivision):

Hill's Century Farm North #1

Sanitary Sewer & Water Main Easement Number:

1

Identify this Easement by sequential number if Project contains more than one easement of this type.
(See Instructions for additional information).

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of _____ 20__ between Brighton Development Inc., DWT Investments LLC, Watson Land Holdings LLC and Century Farm Storage 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, 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.

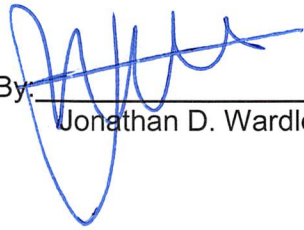
THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

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:

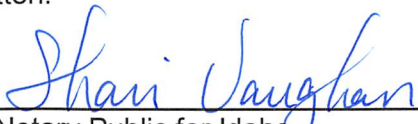
BRIGHTON DEVELOPMENT INC.,
an Idaho corporation

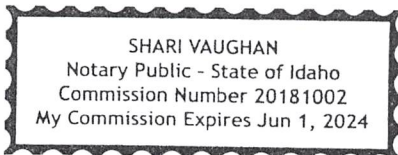
By: 
Jonathan D. Wardle, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 9th day of June, in the year of 2021, before me a Notary Public of said State, personally appeared Jonathan D. Wardle, known or identified to me to be the President of Brighton Development Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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 6-1-2024



GRANTOR:

DWT INVESTMENTS LLC
an Idaho limited liability company

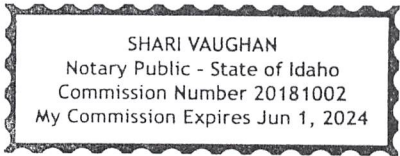
By: Brighton Corporation, an Idaho
corporation, Manager

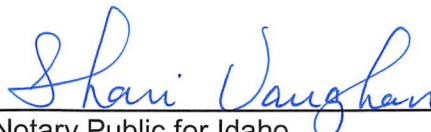
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 9th day of June, 2021, before me, the undersigned a Notary Public in and for said State, appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is the Manager of DWT Investments LLC, the limited liability company that executed the within instrument or the person who executed the instrument of behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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




Notary Public for Idaho
My Commission expires 6-1-2024

GRANTOR:

WATSON LAND HOLDINGS LLC
an Idaho limited liability company

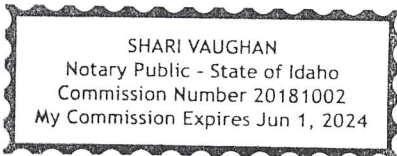
By: Brighton Corporation, an Idaho corporation,
Its: Manager

By: 
Robert L. Phillips, President

State of Idaho)
) ss.
County of Ada)

On this 9th day of June, 2021, before me, the undersigned a Notary Public in and for said State, appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is the Manager of Watson Land Holdings LLC, the limited liability company that executed the within instrument or the person who executed the instrument of behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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




Notary Public for Idaho
My commission expires 6-1-2024

GRANTOR:

CENTURY FARM STORAGE LLC
an Idaho limited liability company

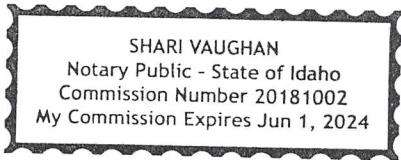
By: Brighton Corporation, an Idaho corporation,
Its: Manager

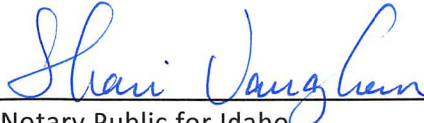
By: 
Robert L. Phillips, President

State of Idaho)
) ss.
County of Ada)

On this 9th day of June, 2021, before me, the undersigned a Notary Public in and for said State, appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the corporation that is the Manager of Century Farm Storage LLC, the limited liability company that executed the within instrument or the person who executed the instrument of behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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




Notary Public for Idaho
My commission expires 6-1-2024

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:_____



October 8, 2020
Hill's Century Farm North Subdivision No. 1
Project No. 19-173
Legal Description
City of Meridian Sewer and Water Easement

Exhibit A

Parcels of land for a City of Meridian sewer and water easement situated in a portion of the North 1/2 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, 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 Section 33, which bears N89°15'22"W a distance of 2,660.62 feet from a brass cap marking the North 1/4 corner of said Section 33; Thence following the northerly line of said Northwest 1/4, S89°15'22"E a distance of 373.96 feet; Thence leaving said northerly line, S00°44'38"W a distance of 37.00 feet to the southerly right-of-way line of East Amity Road; Thence following said southerly right-of-way line, S89°15'22"E a distance of 19.80 feet to **POINT OF BEGINNING 1.**

Thence following said southerly right-of-way line, S89°15'22"E a distance of 20.00 feet to a point herein after referred to as Point "A"; Thence leaving said southerly right-of-way line, S00°44'36"W a distance of 26.00 feet; Thence N89°15'24"W a distance of 20.00 feet; Thence N00°44'36"E a distance of 26.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 520 square feet.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence following the southerly right-of-way line of East Amity Road, S89°15'22"E a distance of 474.46 feet to **POINT OF BEGINNING 2.**

Thence following said southerly right-of-way line, S89°15'22"E a distance of 20.00 feet; Thence leaving said southerly right-of-way line, S00°32'08"W a distance of 140.58 feet; Thence S89°15'22"E a distance of 113.86 feet; Thence N00°44'38"E a distance of 19.51 feet; Thence S89°15'22"E a distance of 20.00 feet; Thence S00°44'38"W a distance of 19.51 feet; Thence S89°15'22"E a distance of 260.00 feet; Thence N00°44'38"E a distance of 19.50 feet; Thence S89°15'22"E a distance of 20.00 feet; Thence S00°44'38"W a distance of 19.50 feet; Thence S89°15'22"E a distance of 247.32 feet; Thence S00°44'38"W a distance of 32.00 feet to a point herein after referred to as Point "B"; Thence N89°15'22"W a distance of 247.32 feet; Thence S00°44'38"W a distance of 19.50 feet; Thence N89°15'22"W a distance of 20.00 feet; Thence N00°44'38"E a distance of 19.50 feet;

Thence N89°15'22"W a distance of 260.00 feet;
Thence S00°44'38"W a distance of 19.49 feet;
Thence N89°15'22"W a distance of 20.00 feet;
Thence N00°44'38"E a distance of 19.49 feet;
Thence N89°15'22"W a distance of 113.75 feet;
Thence S00°32'08"W a distance of 316.84 feet;
Thence N89°27'52"W a distance of 641.29 feet;
Thence 34.56 feet along the arc of a curve to the left, said curve having a radius of 22.00 feet, a delta angle of 90°00'00", a chord bearing of S45°32'08"W and a chord distance of 31.11 feet;
Thence S00°32'08"W a distance of 224.86 feet;
Thence N89°27'52"W a distance of 192.53 feet to the easterly right-of-way line of South Eagle Road;
Thence following said easterly right-of-way line, N00°13'13"E a distance of 30.00 feet;
Thence leaving said easterly right-of-way line, S89°27'52"E a distance of 136.70 feet;
Thence N00°32'08"E a distance of 194.86 feet;
Thence 122.52 feet along the arc of a curve to the right, said curve having a radius of 78.00 feet, a delta angle of 90°00'00", a chord bearing of N45°32'08"E and a chord distance of 110.31 feet;
Thence S89°27'52"E a distance of 610.29 feet;
Thence N00°32'08"E a distance of 272.96 feet;
Thence N89°15'22"W a distance of 25.91 feet;
Thence N00°32'08"E a distance of 20.00 feet;
Thence S89°15'22"E a distance of 36.91 feet;
Thence N00°32'08"E a distance of 140.58 feet to POINT OF BEGINNING 2.

Said parcel contains 92,123 square feet (2.115 acres).

TOGETHER WITH:

Commencing at a point previously referred to as Point "B", thence S14°18'43"W a distance of 144.08 feet;
Thence N89°43'49"W a distance of 9.50 feet to POINT OF BEGINNING 3.

Thence S00°16'11"W a distance of 21.50 feet;
Thence N89°43'49"W a distance of 20.00 feet;
Thence N00°16'11"E a distance of 21.50 feet;
Thence S89°43'49"E a distance of 20.00 feet to POINT OF BEGINNING 3.

Said parcel contains 430 square feet.

Said description contains a total of 2.137 acres (92,073 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.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°15'22"E	19.80
L2	S89°15'22"E	20.00
L3	S0°44'36"W	26.00
L4	N89°15'24"W	20.00
L5	N0°44'36"E	26.00

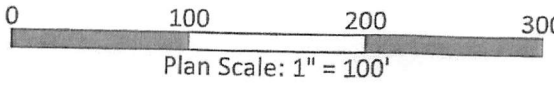
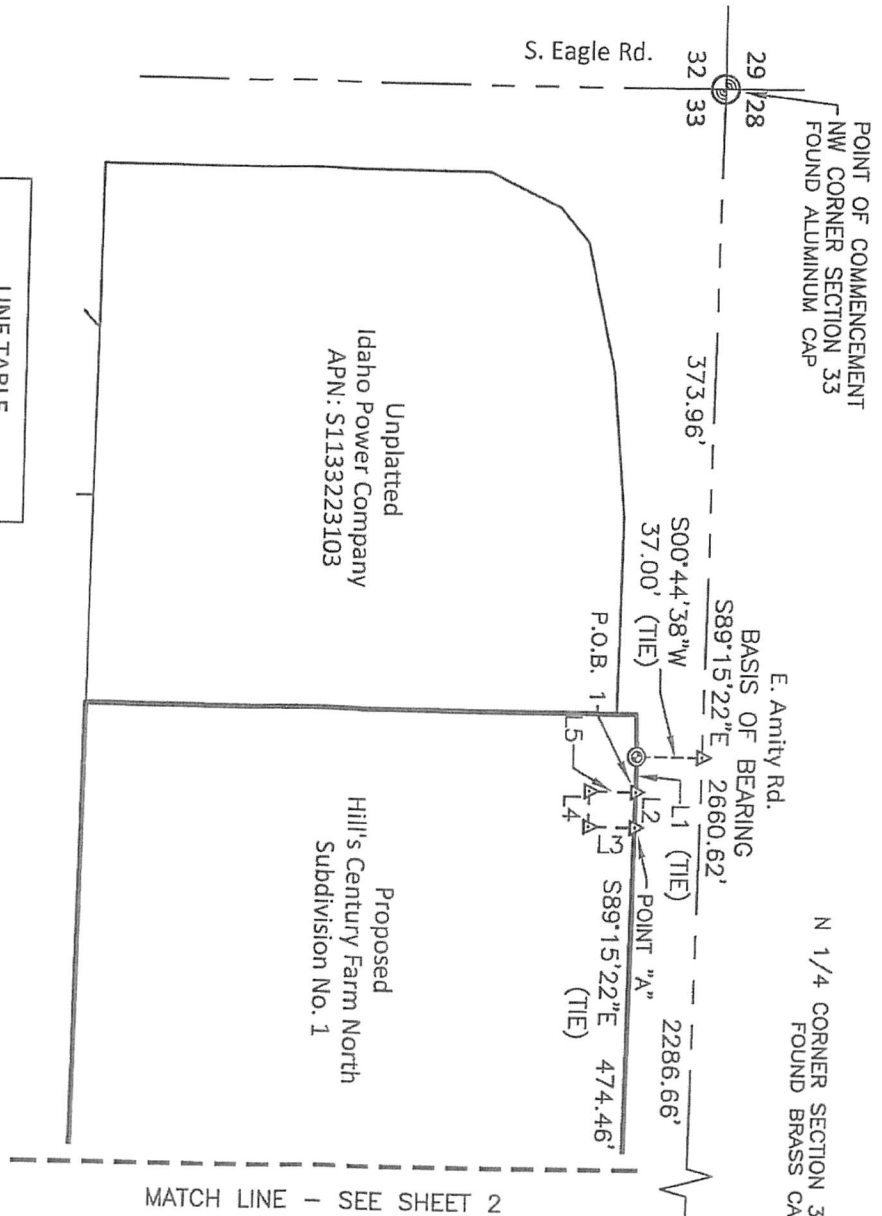
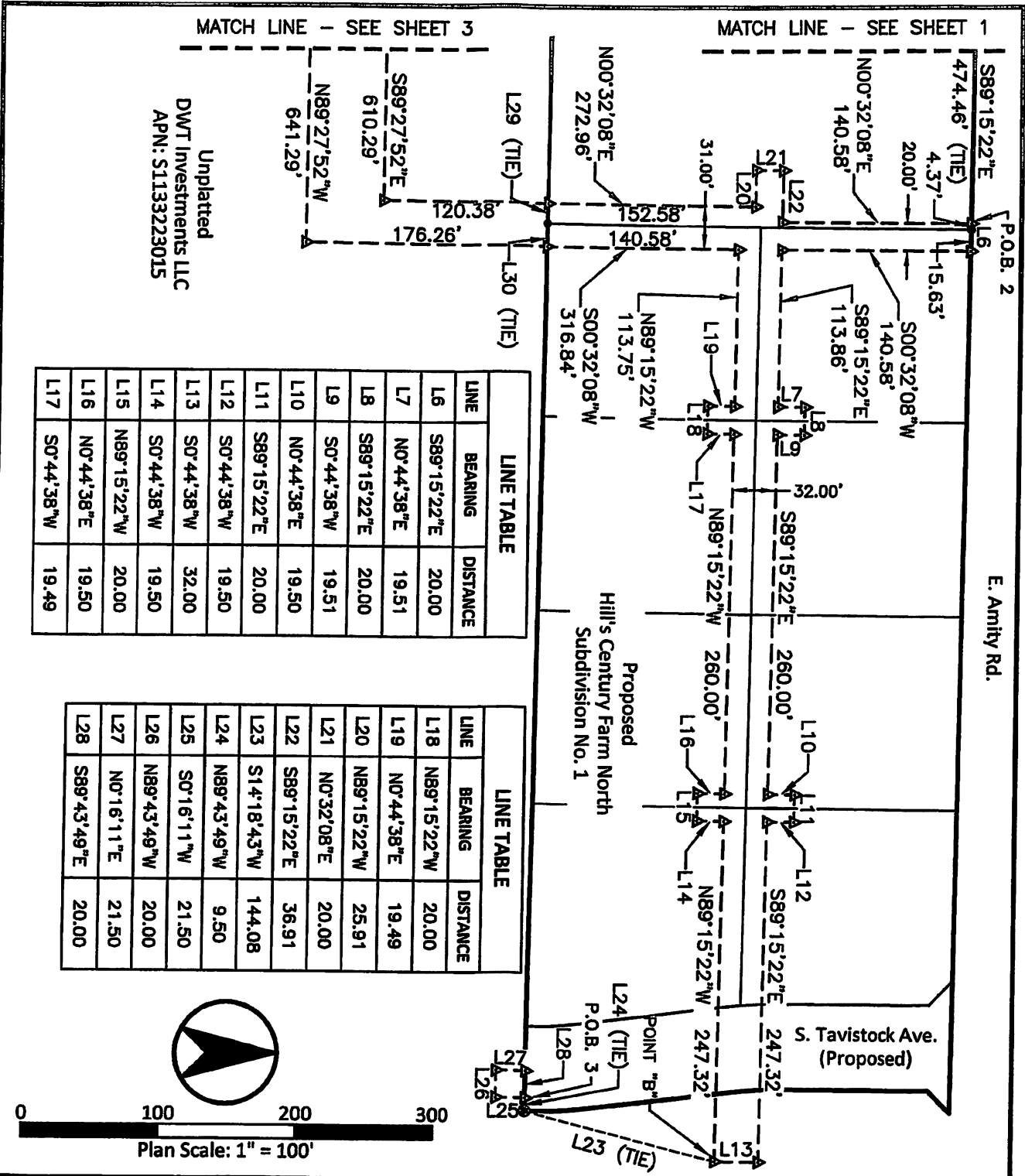


Exhibit B Hill's Century Farm North Subdivision

City of Meridian Sewer and Water Easement
N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho

DATE: October 2020
PROJECT: 19-173
SHEET: 1 OF 3

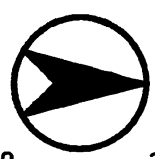
ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-8939
kmen@kjp.com



Unplatted
DWT Investments LLC
APN: S1133223015

LINE TABLE		
LINE	BEARING	DISTANCE
L6	S89°15'22"E	20.00
L7	N0°44'38"E	19.51
L8	S89°15'22"E	20.00
L9	S0°44'38"W	19.51
L10	N0°44'38"E	19.50
L11	S89°15'22"E	20.00
L12	S0°44'38"W	19.50
L13	S0°44'38"W	32.00
L14	S0°44'38"W	19.50
L15	N89°15'22"W	20.00
L16	N0°44'38"E	19.50
L17	S0°44'38"W	19.49

LINE TABLE		
LINE	BEARING	DISTANCE
L18	N89°15'22"W	20.00
L19	N0°44'38"E	19.49
L20	N89°15'22"W	25.91
L21	N0°32'08"E	20.00
L22	S89°15'22"E	36.91
L23	S14°18'43"W	144.08
L24	N89°43'49"W	9.50
L25	S0°16'11"W	21.50
L26	N89°43'49"W	20.00
L27	N0°16'11"E	21.50
L28	S89°43'49"E	20.00



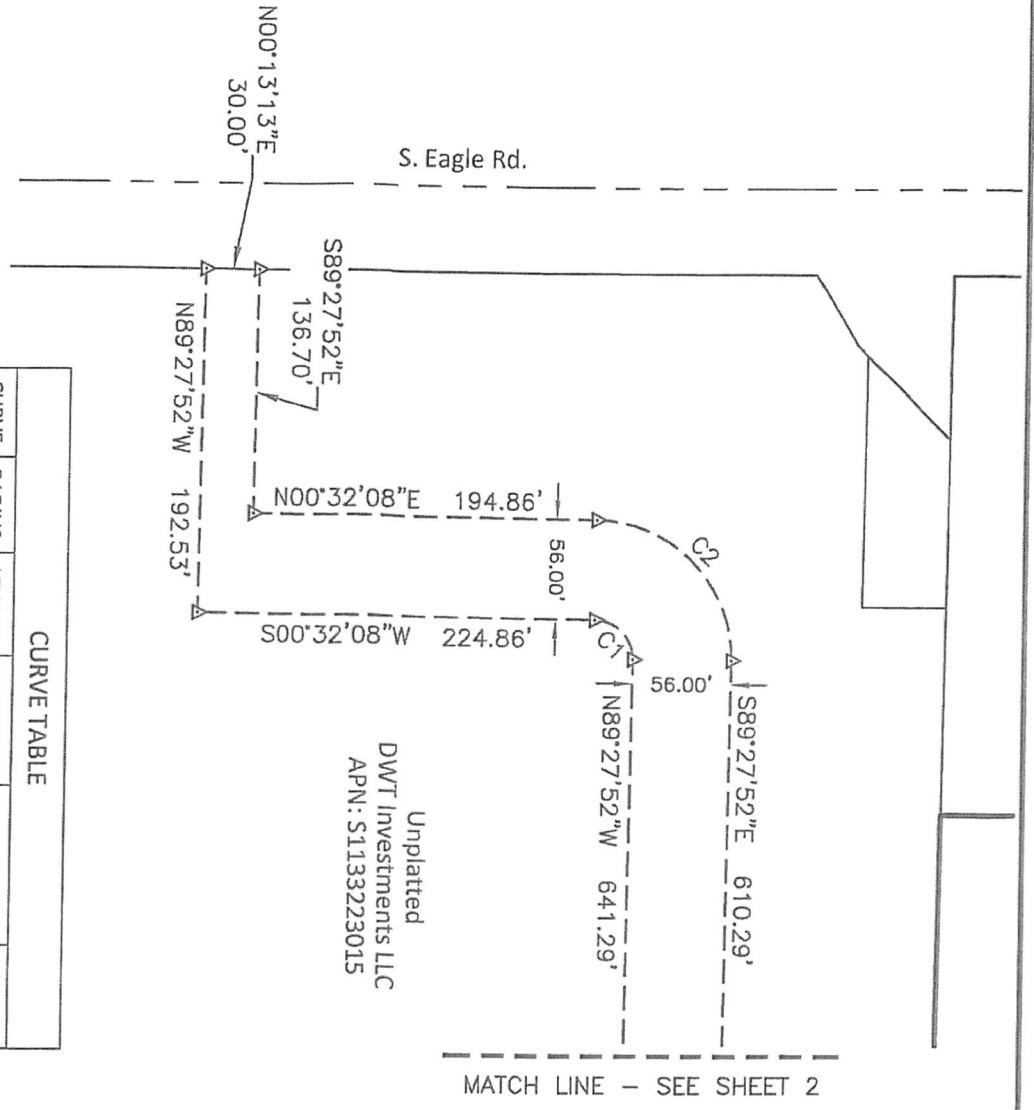
0 100 200 300
Plan Scale: 1" = 100'

Exhibit B
Hill's Century Farm North Subdivision

City of Meridian Sewer and Water Easement
N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho

km
ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6999
kmenr@id.com

DATE: October 2020
PROJECT: 19-173
SHEET: 2 OF 3



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	22.00'	34.56'	90°00'00"	S45°32'08"W	31.11'
C2	78.00'	122.52'	90°00'00"	N45°32'08"E	110.31'

Unplatted
DWT Investments LLC
APN: S1133223015

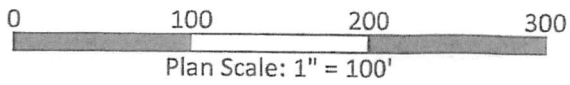
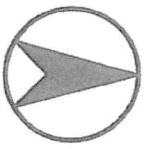
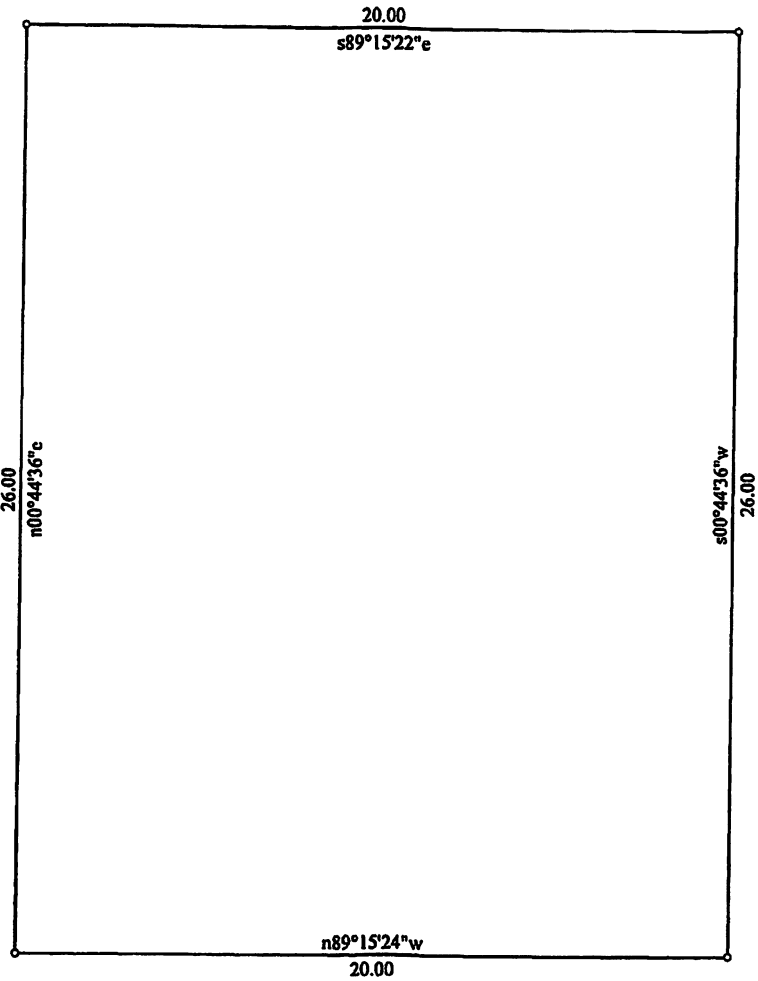


Exhibit B
Hill's Century Farm North Subdivision

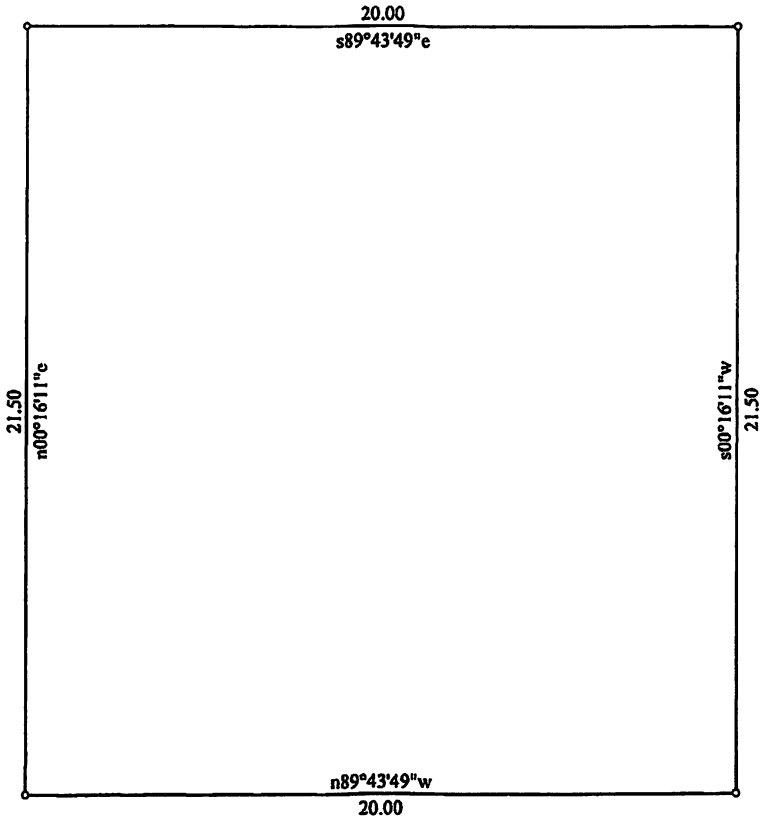
City of Meridian Sewer and Water Easement
N 1/2 NW 1/4 Sec. 33, T3N., R1E., B.M., City of Meridian, Ada County, Idaho

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

DATE: October 2020
PROJECT: 19-173
SHEET: 3 OF 3



Title: 201002 City of Meridian Sewer and Water Easement 19-173 #1		Date: 10-02-2020
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.012 Acres: 520 Sq Feet: Closure = n00.4437e 0.00 Feet: Precision >1/999999: Perimeter = 92 Feet		
001=s89.1522e 20.00	003=n89.1524w 20.00	
002=s00.4436w 26.00	004=n00.4436e 26.00	



Title: City of Meridian Sewer and Water Easement 19-173 No. 3		Date: 10-05-2020
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.010 Acres: 430 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 83 Feet		
001=s00.1611w 21.50	003=n00.1611e 21.50	
002=n89.4349w 20.00	004=s89.4349e 20.00	