

Project Name or Subdivision Name:

S. Benchmark Way and W. Cobalt Dr.

Sanitary Sewer & Water Main Easement Number: 3

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 **ESMT-2024-0155**
Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 6th day of November 2024 between SCS Brighton 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:

SCS BRIGHTON LLC
an Idaho limited liability company

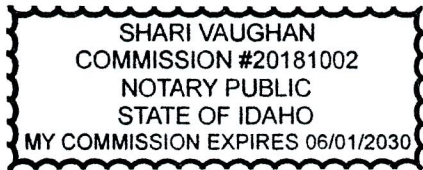
By: Brighton Corporation, an Idaho corporation
Manager

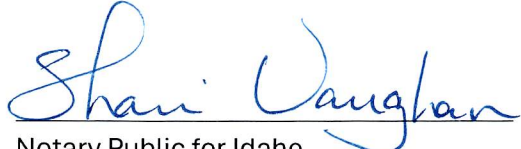
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 23rd day of October, in the year of 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 SCS Brighton 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 by official seal the day and year in the certificate first above written.




Notary Public for Idaho
My Commission Expires: 6-1-2030

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 11-6-2024

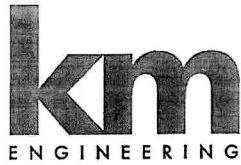
Attest by Chris Johnson, City Clerk 11-6-2024

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

This record was acknowledged before me on 11-6-2024 (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



October 24, 2023
Project Nos. 22-144 & 22-221
City of Meridian Sewer and 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 Northeast 1/4 of the Northwest 1/4 and 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, 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 135.58 feet;

Thence leaving said northerly line, S00°46'48"W a distance of 1,047.58 feet to **POINT OF BEGINNING 1.**

Thence S60°53'22"E a distance of 10.00 feet to an existing City of Meridian Sewer and Water easement per Instrument No. 2023-032540, Records of Ada County, Idaho;

Thence following said easement line, S29°06'38"W a distance of 31.00 feet;

Thence leaving said easement line, N60°53'22"W a distance of 10.00 feet to a point hereinafter referred to as **POINT "A";**

Thence N29°06'38"E a distance of 31.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 310 square feet, more or less.

TOGETHER WITH:

Commencing at the point previously referred to as **POINT "A"**. Thence S66°50'17"W a distance of 408.05 feet to **POINT OF BEGINNING 2.**

Thence S03°17'45"W a distance of 7.00 feet to said existing City of Meridian Sewer and Water easement per Instrument No. 2023-032540, Records of Ada County, Idaho;

Thence following said easement line, N86°42'15"W a distance of 36.00 feet;

Thence leaving said easement line, N03°17'45"E a distance of 7.00 feet;

Thence S86°42'15"E a distance of 36.00 feet to **POINT OF BEGINNING 2.**

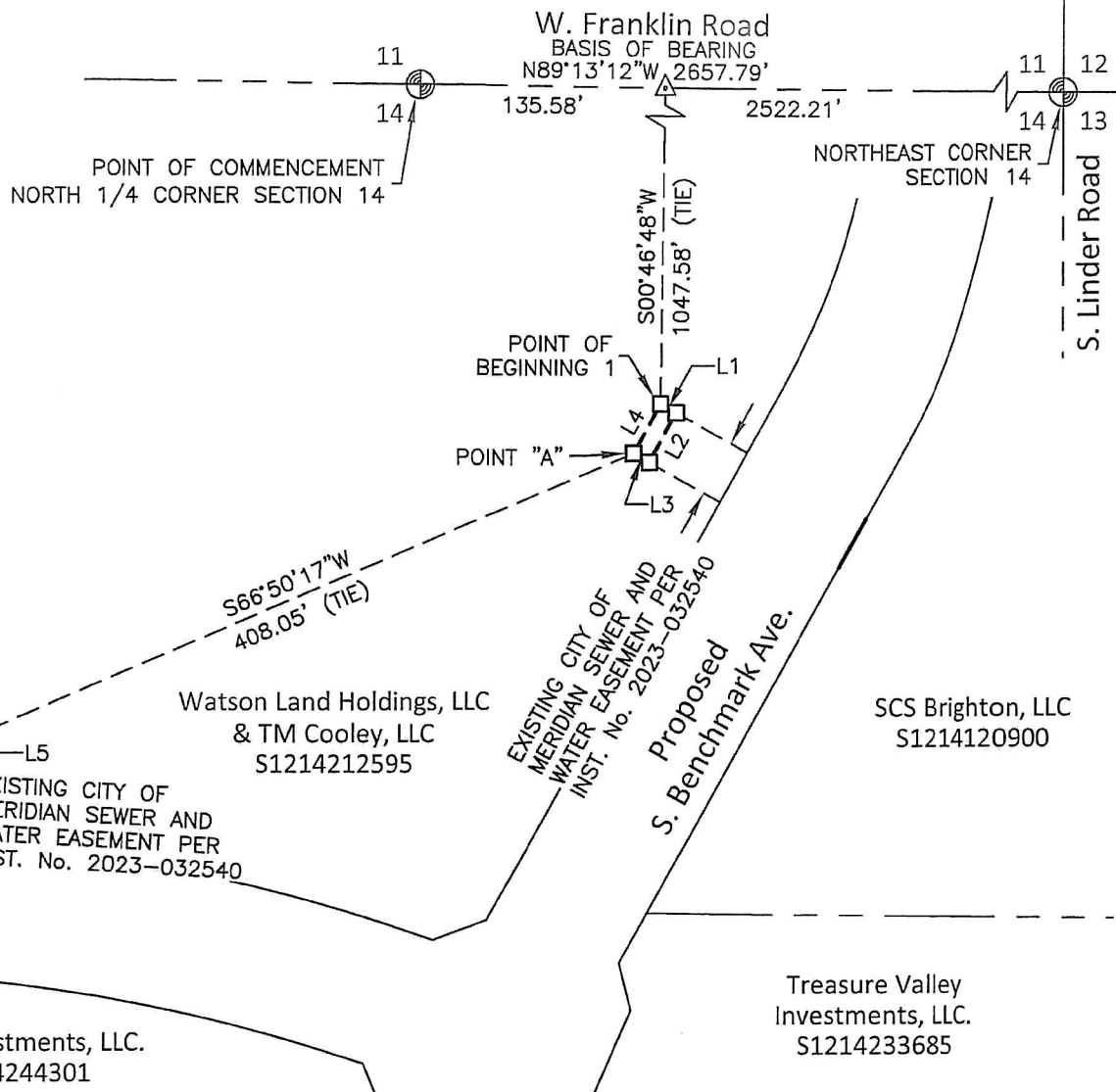
Said parcel contains 252 square feet, more or less.

Said description contains a total of 562 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.



P:\22-221\CAD\SURVEY\EXHIBITS\231218 CITY OF MERIDIAN SEWER AND WATER EASEMENT BRIGHTON 22-221.DWG, AARON BALLARD, 10/24/2024, ESTUDIO907.PC3, 08.5X11 P



LINE TABLE

LINE	BEARING	DISTANCE
L1	S60°53'22"E	10.00
L2	S29°06'38"W	31.00
L3	N60°53'22"W	10.00
L4	N29°06'38"E	31.00
L5	S3°17'45"W	7.00
L6	N86°42'15"W	36.00
L7	N3°17'45"E	7.00
L8	S86°42'15"E	36.00



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

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

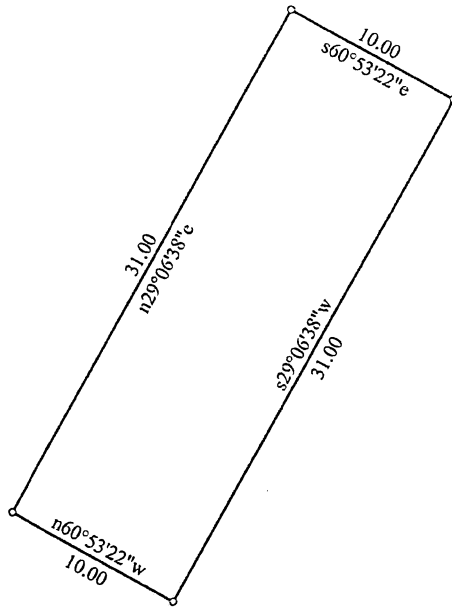
DATE: October 2024

PROJECT: 22-221

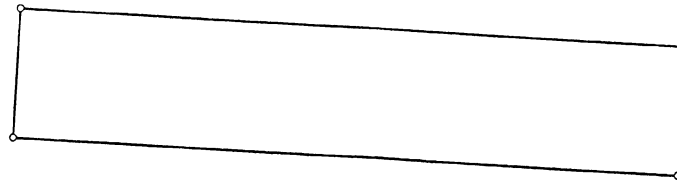
SHEET:
1 OF 1

Exhibit B
City of Meridian Sewer and Water Easement

Situated in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of
Section 14, T.3N., R.1W., B.M., City of Meridian, Ada County, ID



Title: POB 1		Date: 10-24-2024
Scale: 1 inch = 10 feet	File:	
Tract 1: 0.007 Acres: 310 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 82 Feet		
001=s60.5322e 10.00	003=n60.5322w 10.00	
002=s29.0638w 31.00	004=n29.0638e 31.00	



Title: POB 2		Date: 10-24-2024
Scale: 1 inch = 10 feet	File:	
Tract 1: 0.006 Acres: 252 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 86 Feet		
001=s03.1745w 7.00	003=n03.1745e 7.00	
002=n86.4215w 36.00	004=s86.4215e 36.00	