

ESMT-2022-0209 Ten Mile Creek Phase 3 Apartments
Water Main Easement No. 1

WATER MAIN EASEMENT

THIS Easement Agreement, made this 16th day of August, 2022 between SCS Brighton Altair LLC (“Grantor”), and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

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

WHEREAS, the water main 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 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 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.

GRANTOR: SCS BRIGHTON ALTAIR LLC

By: Brighton Corporation, an Idaho corporation

Robert L. Phillips, President

STATE OF IDAHO)
 :SS
County of Ada)

On this 1st day of August, 2022, 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 Altair 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 Signature

My Commission Expires: 6-1-2024

(stamp)

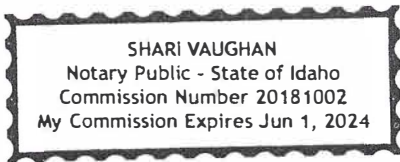


EXHIBIT A

Description for

**City of Meridian Utility Easement
Ten Mile Creek Apartments Subdivision**

A portion of the NE1/4 of the NW1/4 of Section 14, T.3N., R.1W., Boise Meridian, City of Meridian, Ada County, State of Idaho, being more particularly described as follows:

Commencing the W1/16 corner of said Section 14 from which the N1/4 corner of said Section 14 bears South 89°09'27" East 1329.00 feet; thence South 60°00'04" East, 818.33 feet to the **REAL POINT OF BEGINNING**;

thence South 89°26'24" East, 20.00 feet;

thence South 00°33'41" West, 38.60 feet;

thence South 44°26'18" East, 47.05 feet;

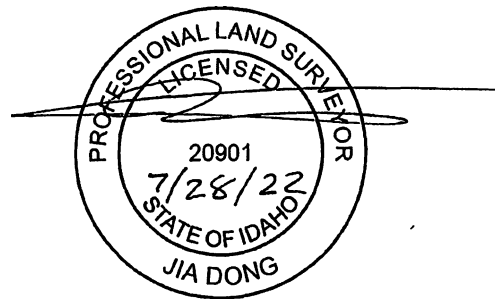
thence South 89°26'19" East, 33.08 feet;

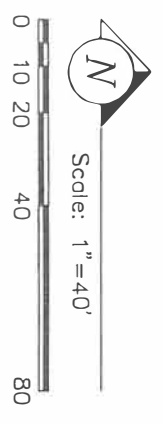
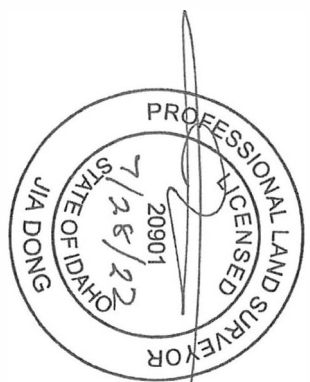
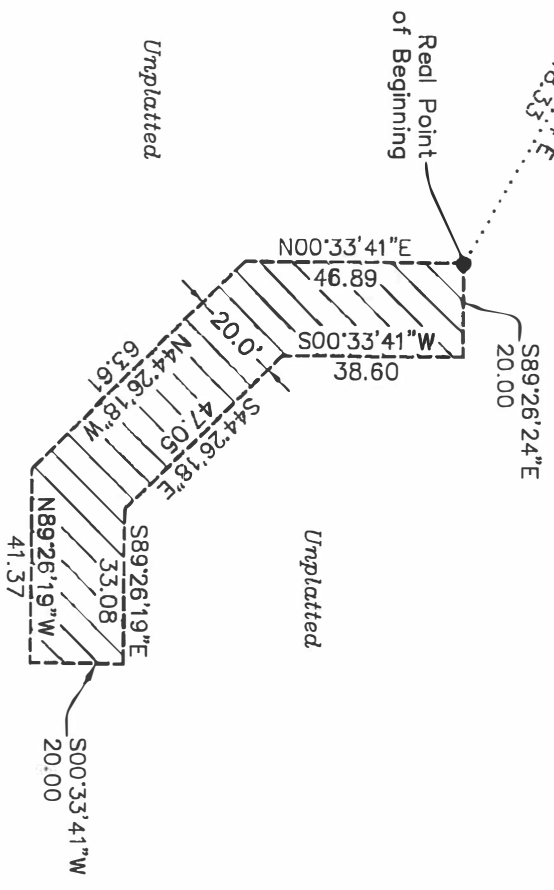
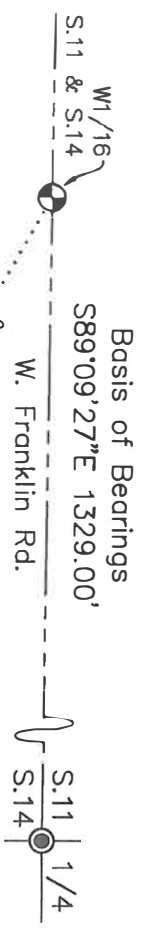
thence South 00°33'41" West, 20.00 feet;

thence North 89°26'19" West, 41.37 feet;

thence North 44°26'18" West, 63.61 feet;

thence North 00°33'41" East, 46.89 feet to the **REAL POINT OF BEGINNING**.





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IDAHO SURVEY GROUP, LLC
 9956 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

Exhibit B Drawing for
Ten Mile Creek Apartments
City of Meridian Utility Easement
 Situated in the NE1/4 of the NW1/4 of Section 14,
 T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No. 21-341	Dwg. Date 7/28/2022
Sheet No. 1	