

ESMT-2022-0213 Ten Mile Creek Phase 3 Apartments  
Sanitary Sewer and Water Main Easement No. 2

**SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement, made this 16<sup>th</sup> 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 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 TEXTS; SIGNATURE TO FOLLOW]

GRANTOR:

SCS BRIGHTON ALTAIR LLC

By: Brighton Corporation, an Idaho corporation

By:   
Robert L. Phillips, President

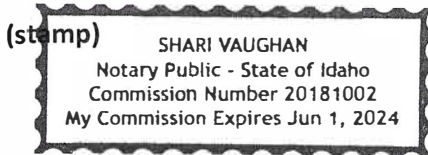
STATE OF IDAHO )

:SS.

County of Ada

On this 3<sup>rd</sup> 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 by official seal the day and year in this certificate first above written.



  
Notary Signature  
My Commission Expires: 6-1-2024

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 8-16-2022

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 8-16-2022

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

This record was acknowledged before me on 8-16-2022 (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 Signature  
My Commission Expires: \_\_\_\_\_

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 33°12'40" East, 447.76 feet to a point on the East boundary line of Lot 3, Block 3 of Ten Mile Creek Subdivision No.4 as filed in Book 117 of Plats at Pages 17944-17947, records of Ada County, Idaho, said point also being the **REAL POINT OF BEGINNING**;

thence along said East boundary line South 00°34'31" West, 30.00 feet;

thence leaving said East boundary line North 89°26'24" West, 60.57 feet;

thence South 00°33'36" West, 8.00 feet;

thence North 89°26'24" West, 69.80 feet;

thence South 45°33'36" West, 22.26 feet;

thence South 00°33'39" West, 123.53 feet;

thence South 89°26'21" East, 52.37 feet;

thence South 00°33'08" West, 52.59 feet;

thence North 89°26'52" West, 37.00 feet;

thence North 00°33'08" East, 28.89 feet;

thence North 89°26'21" West, 35.37 feet;

thence North 00°33'39" East, 149.55 feet;

thence North 89°26'21" West, 9.66 feet;

thence North 00°42'53" East, 10.00 feet;

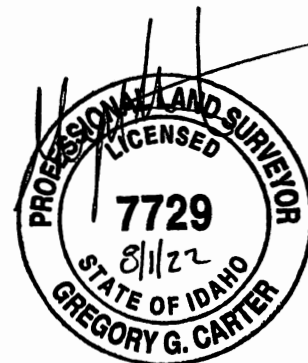
thence South 89°26'21" East, 13.28 feet;

thence North 45°33'36" East, 65.45 feet;

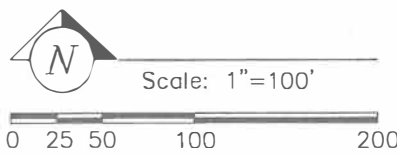
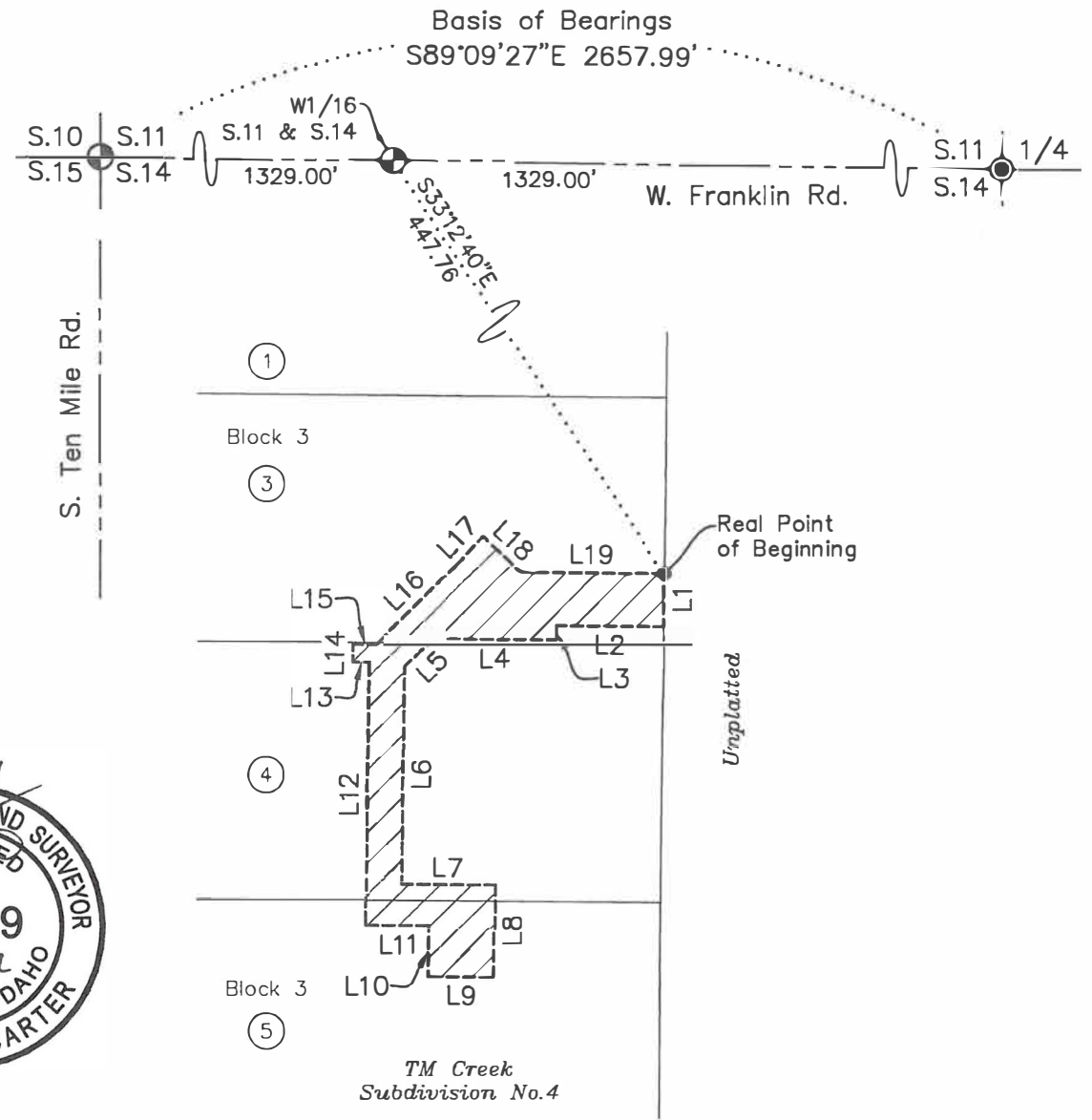
thence North 43°08'39" East, 20.00 feet;

thence South 46°51'21" East, 28.94 feet;

thence South 89°26'24" East, 81.35 feet to the **REAL POINT OF BEGINNING**.



Line Table		
Line	Bearing	Length
L1	S00°34'31"W	30.00'
L2	N89°26'24"W	60.57'
L3	S00°33'36"W	8.00'
L4	N89°26'24"W	69.80'
L5	S45°33'36"W	22.26'
L6	S00°33'39"W	123.53'
L7	S89°26'21"E	52.37'
L8	S00°33'08"W	52.59'
L9	N89°26'52"W	37.00'
L10	N00°33'08"E	28.89'
L11	N89°26'21"W	35.37'
L12	N00°33'39"E	149.55'
L13	N89°26'21"W	9.66'
L14	N00°42'53"E	10.00'
L15	S89°26'21"E	13.28'
L16	N45°33'36"E	65.45'
L17	N43°08'39"E	20.00'
L18	S46°51'21"E	28.94'
L19	S89°26'24"E	81.35'



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**IDAHO SURVEY GROUP, LLC**

9955 W. EMERALD ST.  
BOISE, IDAHO 83704  
(208) 848-8570

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
Sheet No. 1
Dwg. Date 2/3/2022