

ESMT-2022-0140 TM Frontline Subdivision
Sanitary Sewer and Water Main Easement No. 2

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 22 day of March 2022 between SCS Brighton II 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 TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

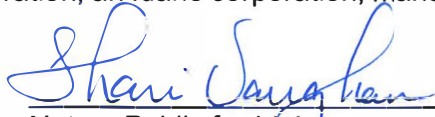
SCS BRIGHTON II LLC
an Idaho limited liability company

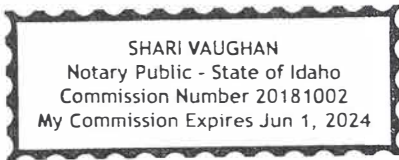
By: Brighton Corporation, an Idaho corporation,
Manager

By: 
Robert L. Phillips, President

STATE OF IDAHO)
 : ss.
County of Ada)

This record was acknowledged before me on March 9, 2022, by Robert L. Phillips, as the President of Brighton Corporation, an Idaho corporation, manager of SCS Brighton II LLC, an Idaho limited liability company.


Notary Public for Idaho
My Commission Expires: 6-1-2024



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 3-22-2022

Attest by Chris Johnson, City Clerk 3-22-2022

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

This record was acknowledged before me on 3-22-2022 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature
My Commission Expires: 3-28-2028

March 8, 2022
Project No. 20-208
City of Meridian Sewer and Water Easement
SCS Brighton II LLC
Legal Description

Exhibit A

A parcel of land for a City of Meridian Sewer and Water Easement over a portion of Northwest 1/4 of the Northeast 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, 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 369.73 feet; Thence leaving said northerly line, S00°46'48"W a distance of 274.73 feet to **POINT OF BEGINNING 1.**

Thence S00°40'10"W a distance of 30.00 feet;
Thence N89°19'50"W a distance of 36.45 feet to a point hereinafter referred to as "POINT A";
Thence N00°28'31"E a distance of 30.00 feet;
Thence S89°19'50"E a distance of 36.55 feet to **POINT OF BEGINNING 1.**

Said parcel contains 1,095 square feet, more or less.

TOGETHERWITH:

Commencing at a point previously referred to as "POINT A", thence N79°30'33"W a distance of 75.15 feet to the easterly boundary line of a parcel of land as described in Special Warranty Deed per Inst. No. 2018-039705 and being **POINT OF BEGINNING 2.**

Thence following said easterly boundary line, N47°53'14"W a distance of 23.88 feet;
Thence leaving said easterly boundary line, S89°13'12"E a distance of 17.85 feet;
Thence S00°28'31"W a distance of 15.77 feet to **POINT OF BEGINNING 2.**

Said parcel contains 141 square feet, more or less.

Said description contains a total of 1,236 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated in.

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



P:\20-208\CAD\SURVEY\EXHIBITS\20-208 SS AND H2O EAST SIDE DRIVE.DWG, BILL HYNSON, 3/8/2022, DWG TO PDF.PC3, 08.5X11 L [PDF]

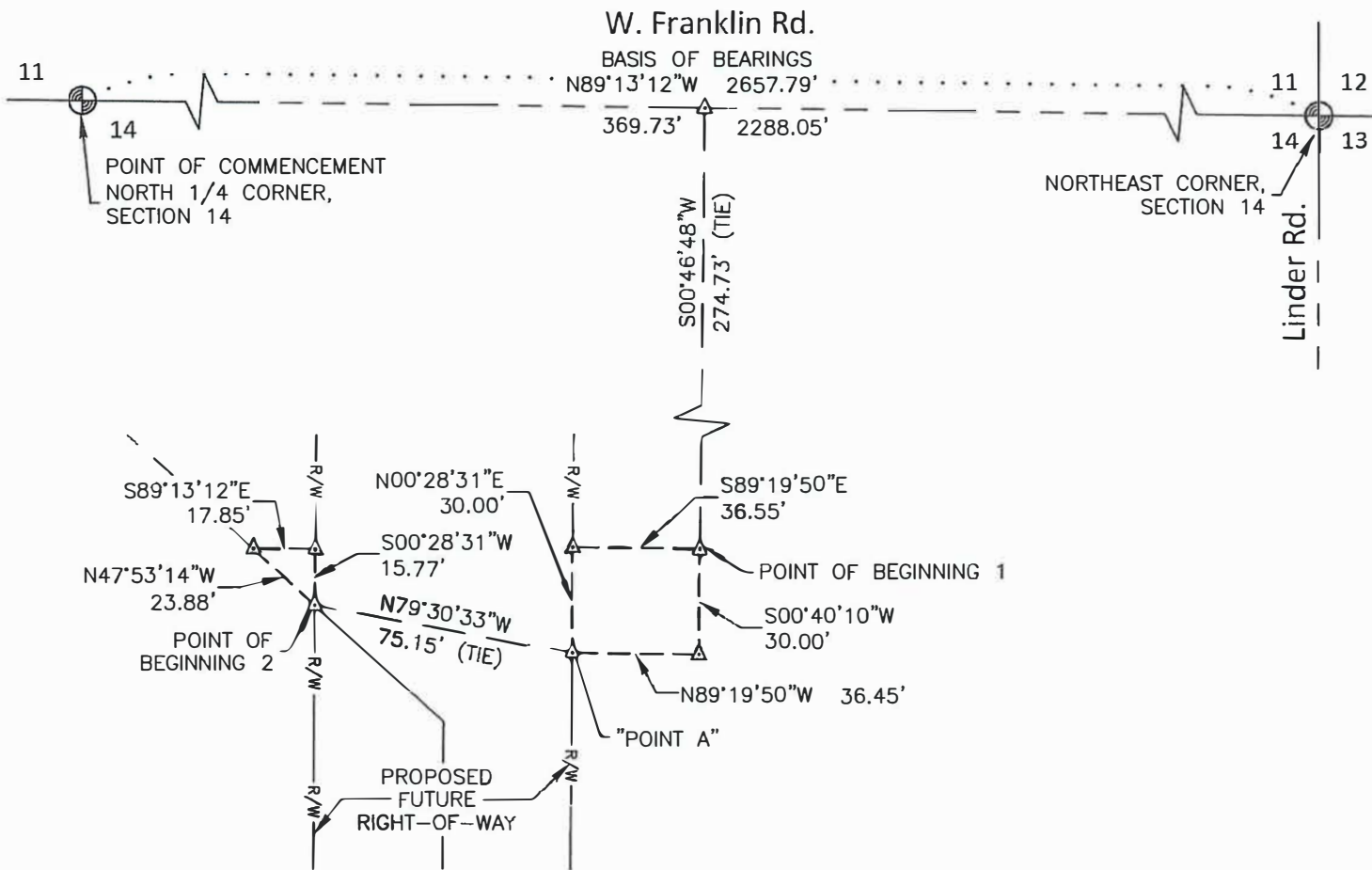


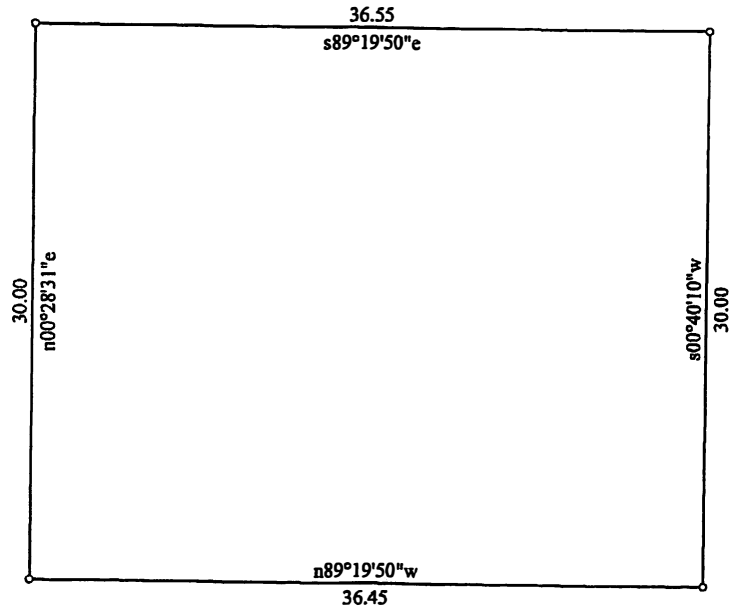
Exhibit B City of Meridian Sewer and Water Easement

Situated in a portion of 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, ID

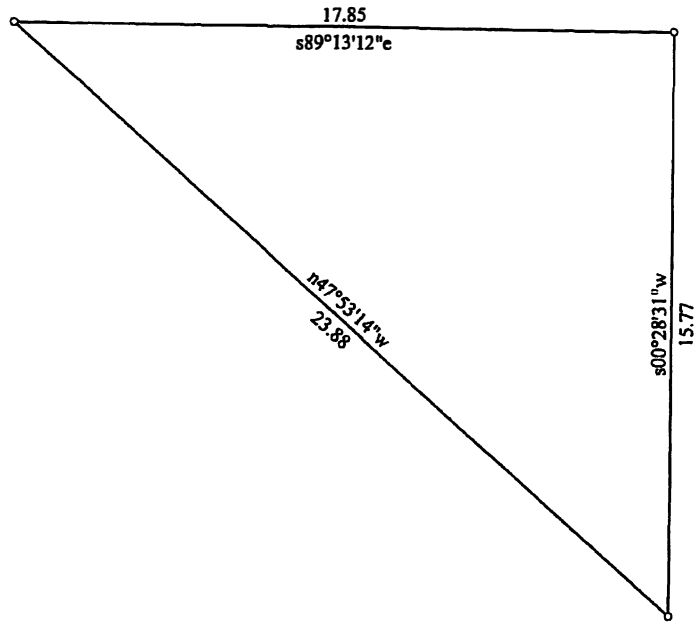
DATE: March 2022
PROJECT: 20-208
SHEET: 1 OF 1



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



Title: SCS Brighton II LLC Sewer and Water Easement		Date: 03-08-2022
Scale: 1 inch = 10 feet	File:	
Tract 1: 0.025 Acres: 1095 Sq Feet: Closure = n84.4548e 0.00 Feet: Precision =1/79445: Perimeter = 133 Feet		
001=s00.4010w 30.00	003=n00.2831e 30.00	
002=n89.1950w 36.45	004=s89.1950e 36.55	



Title: SCS Brighton II LLC Sewer and Water Easement		Date: 03-08-2022
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.003 Acres: 141 Sq Feet: Closure = s64.4123w 0.00 Feet: Precision = 1/19107: Perimeter = 58 Feet		
001=n47.5314w 23.88	003=s00.2831w 15.77	
002=s89.1312e 17.85		