

Project Name or Subdivision Name:  
Brundage Estates Subdivision No. 2

Sanitary Sewer & Water Main Easement Number: 1

For Internal Use Only  
Record Number: ESMT-2026-0016

## **SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between Centers Farm, LLC, an Idaho limited liability company ("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.

GRANTOR:

Centers Farm, LLC

  
\_\_\_\_\_  
Allen Lee Centers, Manager

STATE OF IDAHO )  
                    )  
                    ) ss  
County of Ada    )

This record was acknowledged before me on January 21, 2026, by Allen Lee Centers on behalf of Centers Farm, LLC, as Manager.



Kathleen M. Stroschein

Notary Signature

My Commission Expires: 8/6/2028

GRANTEE: CITY OF MERIDIAN

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Robert E. Simison, Mayor

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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.

Notary Stamp Below

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Notary Signature  
My Commission Expires: \_\_\_\_\_

## Exhibit A

### Legal Descriptions City of Meridian Sewer and Water Easements Brundage Estates Subdivision No. 2

Easements being over portions of the W1/2 of Section 25, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

#### **EASEMENT A**

A strip of land being 39.00 feet in width, right of and adjacent to the following described easement line:

**Commencing** at an Aluminum Cap monument marking the northwest corner of the SW1/4 of Section 25 (W1/4 corner), from which an Aluminum Cap monument marking the southwest corner of said SW1/4 (SW corner) bears S 0°31'26" W a distance of 2652.53 feet;

Thence S 87°38'28" E a distance of 971.31 feet to the **BEGINNING POINT** of said easement line;

Thence S 89°22'42" E a distance of 25.00 feet to the **ENDING POINT** of said easement line;

Said Easement A contains 975 square feet (0.022 acres) and is subject to any other easements existing or in use.

#### **EASEMENT B**

A strip of land being 39.00 feet in width, right of and adjacent to the following described easement line:

**Commencing** at an Aluminum Cap monument marking the northwest corner of the SW1/4 of Section 25 (W1/4 corner), from which an Aluminum Cap monument marking the southwest corner of said SW1/4 (SW corner) bears S 0°31'26" W a distance of 2652.53 feet;

Thence S 64°37'11" E a distance of 1351.66 feet to the **BEGINNING POINT** of said easement line;

Thence S 89°22'42" E a distance of 25.00 feet to the **ENDING POINT** of said easement line;

Said Easement B contains 975 square feet (0.022 acres) and is subject to any other easements existing or in use.

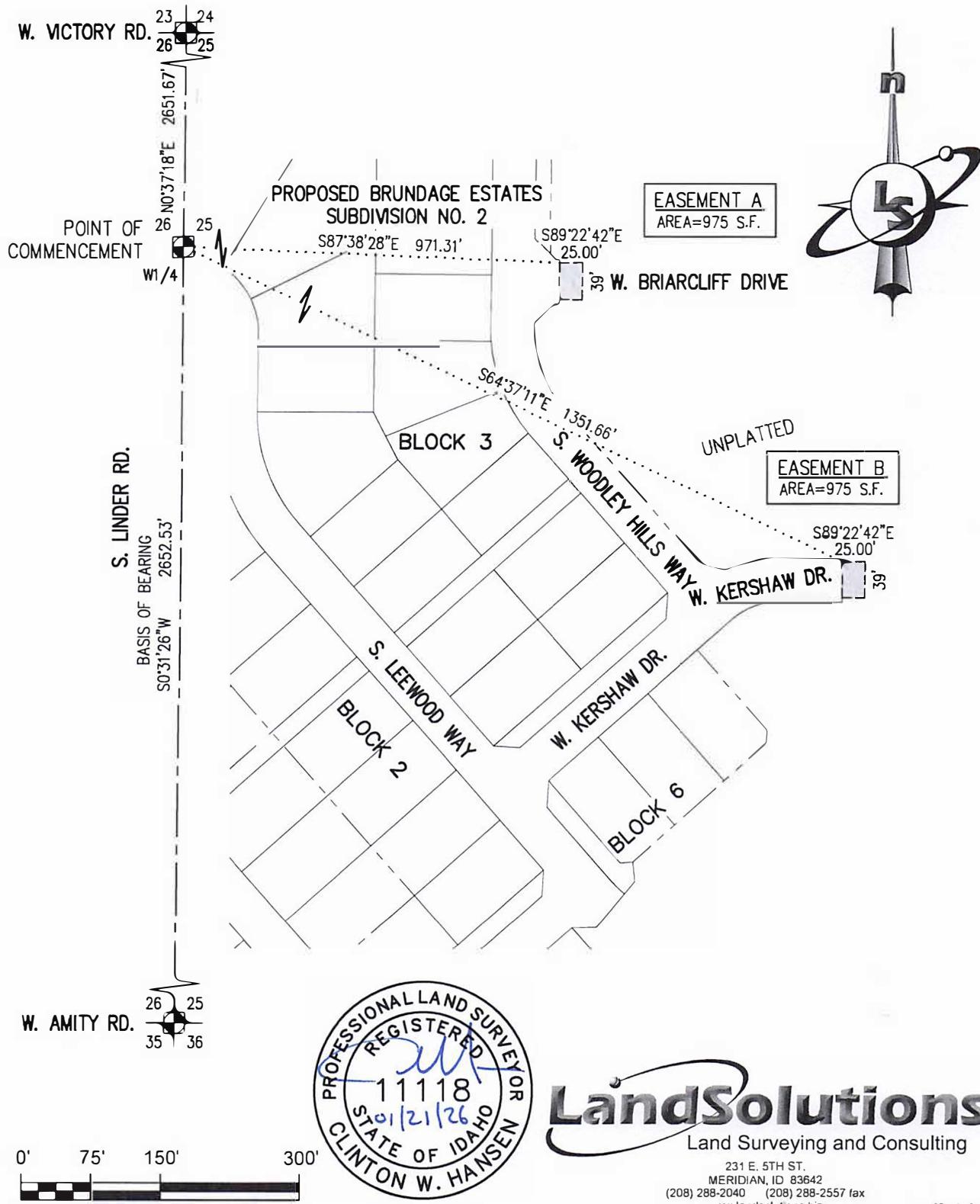
Clinton W. Hansen, PLS  
Land Solutions, PC  
January 19, 2026



## EXHIBIT B

### CITY OF MERIDIAN SEWER AND WATER EASEMENTS BRUNDAGE ESTATES SUBDIVISION NO. 2

LOCATED IN THE W 1/2 OF SECTION 25, T3N, R1W, BM, CITY OF MERIDIAN, ADA COUNTY, IDAHO



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JOB NO. 24-26