

Project Name or Subdivision Name:

Frontline Subdivision

Water Main Easement Number: 1

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-2025-0063

Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this 17th day of June 20 25 between
Watson Land Holdings and TM Cooley 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, 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:

WATSON LAND HOLDINGS LLC
an Idaho limited liability company

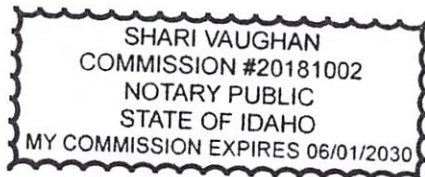
By: Brighton Corporation, an Idaho corporation,
Manager

By: 
Robert L. Phillips, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 4th day of June, in the year 2025, 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 corporation 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 above written.




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

GRANTOR:

TM COOLEY LLC
an Idaho limited liability company

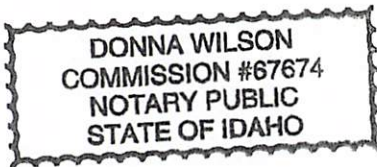
By: SCS Management LLC, Manager

By: Michael A. Hall
Michael A. Hall, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 4 day of June, in the year 2025, before me a Notary Public of said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS Management 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 above written.



Donna Wilson
Notary Public for Idaho
My Commission Expires: 5-6-2028

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 6-17-2025

Attest by Chris Johnson, City Clerk 6-17-2025

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

This record was acknowledged before me on 6-17-2025 (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:

June 4, 2025
Frontline Subdivision
Project No. 22-061
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement over a portion of Lots 1 and 2, Block 1 of Frontline Subdivision (Book 124 of Plats, Pages 19876-19879), situated in the 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 364.73 feet;

Thence leaving said northerly line, S00°46'48"W a distance of 124.82 feet to **POINT OF BEGINNING 1.**

Thence S89°13'12"E a distance of 200.40 feet;

Thence N00°46'48"E a distance of 21.33 feet;

Thence S89°13'12"E a distance of 20.00 feet;

Thence S00°46'48"W a distance of 21.33 feet;

Thence S89°13'12"E a distance of 273.49 feet to an existing Sanitary Sewer and Water Easement per Instrument No. 2022-011569;

Thence following said existing easement the following two (2) courses:

1. S00°46'48"W a distance of 19.18 feet;
2. S89°13'12"E a distance of 18.01 feet;

Thence leaving said existing easement, S00°46'48"W a distance of 12.06 feet;

Thence N89°13'12"W a distance of 20.00 feet to a point hereinafter referred to as POINT "A";

Thence N00°46'48"E a distance of 11.24 feet;

Thence N89°13'12"W a distance of 471.91 feet;

Thence S00°46'48"W a distance of 148.93 feet to a point hereinafter referred to as POINT "B";

Thence N89°13'12"W a distance of 14.96 feet to an existing City of Meridian Sewer and Water Easement per Instrument No. 2022-029340;

Thence following said existing easement the following two (2) courses:

1. N00°40'10"E a distance of 19.02 feet;
2. N89°19'50"W a distance of 5.01 feet;

Thence leaving said existing easement, N00°46'48"E a distance of 149.92 feet to **POINT OF BEGINNING 1.**

Said parcel contains 13,428 square feet, more or less.

TOGETHERWITH:

Commencing at a point previously referred to as POINT "A";
Thence S03°26'00"W a distance of 89.07 feet to **POINT OF BEGINNING 2.**

Thence S89°13'12"E a distance of 20.00 feet;
Thence S00°46'48"W a distance of 31.12 feet to said existing Sanitary Sewer and Water Easement per Instrument No. 2022-011569;
Thence following said existing easement the following two (2) courses:
1. N89°13'12"W a distance of 13.89 feet;
2. S00°46'48"W a distance of 20.00 feet;

Thence leaving said existing easement, N89°13'12"W a distance of 6.11 feet;
Thence N00°46'48"E a distance of 51.12 feet to **POINT OF BEGINNING 2.**

Said parcel contains 745 square feet, more or less.

TOGETHERWITH:

Commencing at a point previously referred to as POINT "B";
Thence S34°36'47"W a distance of 34.28 feet to **POINT OF BEGINNING 3.**

Thence N89°13'12"W a distance of 20.00 feet to said existing City of Meridian Sewer and Water Easement per Instrument No. 2022-029340;
Thence following said existing easement the following two (2) courses:
1. N00°46'48"E a distance of 17.45 feet;
2. S89°19'50"E a distance of 20.00 feet;

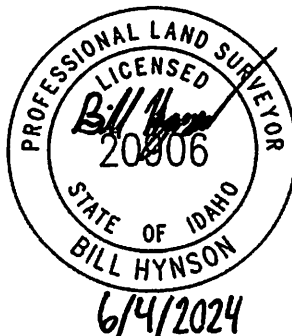
Thence leaving said existing easement, S00°46'48"W a distance of 17.49 feet to **POINT OF BEGINNING 3.**

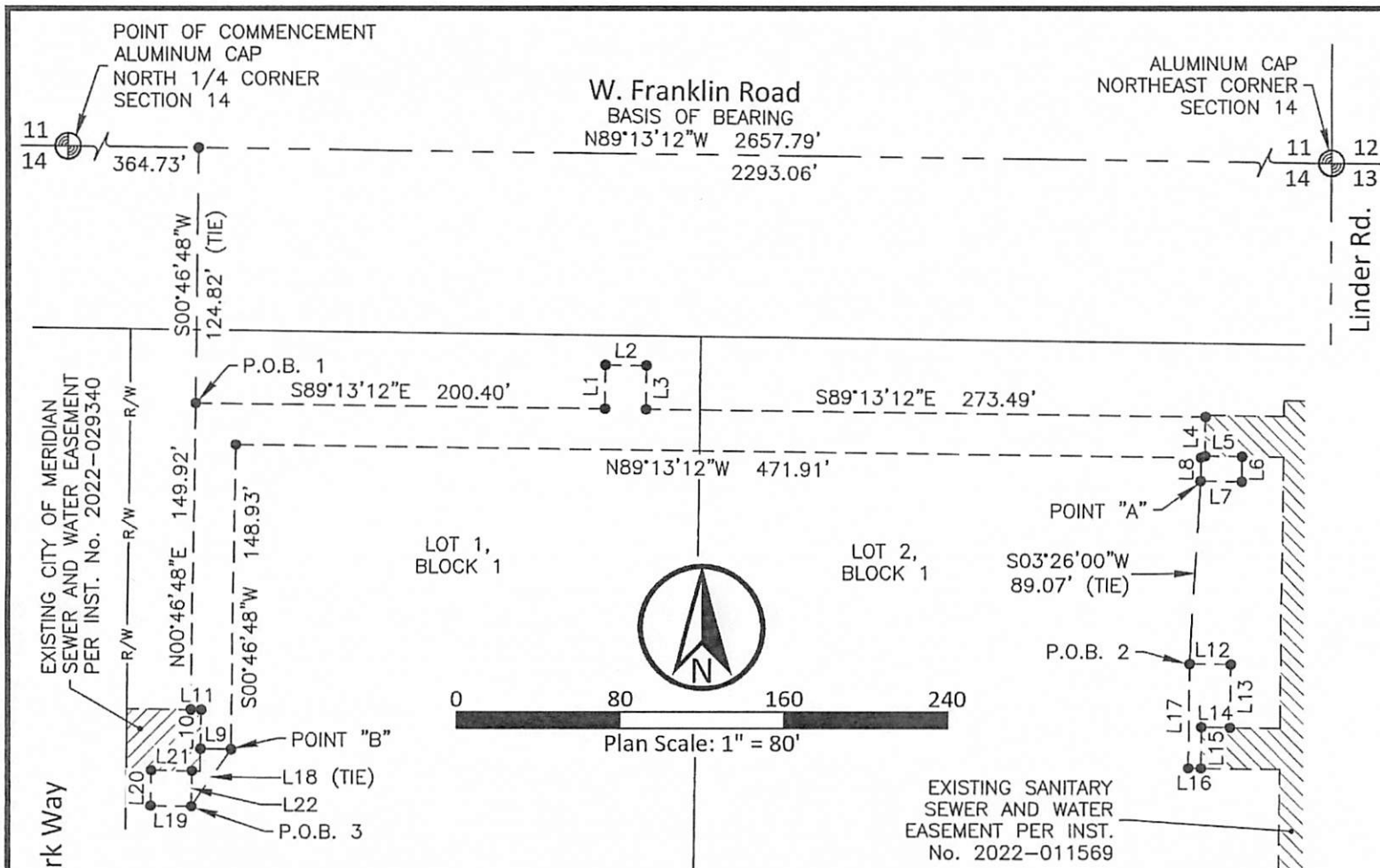
Said parcel contains 349 square feet, more or less.

Said description contains a total of 14,522 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.

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





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°46'48"E	21.33'
L2	S89°13'12"E	20.00'
L3	S00°46'48"W	21.33'
L4	S00°46'48"W	19.18'
L5	S89°13'12"E	18.01'
L6	S00°46'48"W	12.06'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	N89°13'12"W	20.00'
L8	N00°46'48"E	11.24'
L9	N89°13'12"W	14.96'
L10	N00°40'10"E	19.02'
L11	N89°19'50"W	5.01'
L12	S89°13'12"E	20.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	S00°46'48"W	31.12'
L14	N89°13'12"W	13.89'
L15	S00°46'48"W	20.00'
L16	N89°13'12"W	6.11'
L17	N00°46'48"E	51.12'
L18	S34°36'47"W	34.28'

LINE TABLE		
LINE	BEARING	DISTANCE
L19	N89°13'12"W	20.00'
L20	N00°46'48"E	17.45'
L21	S89°19'50"E	20.00'
L22	S00°46'48"W	17.49'

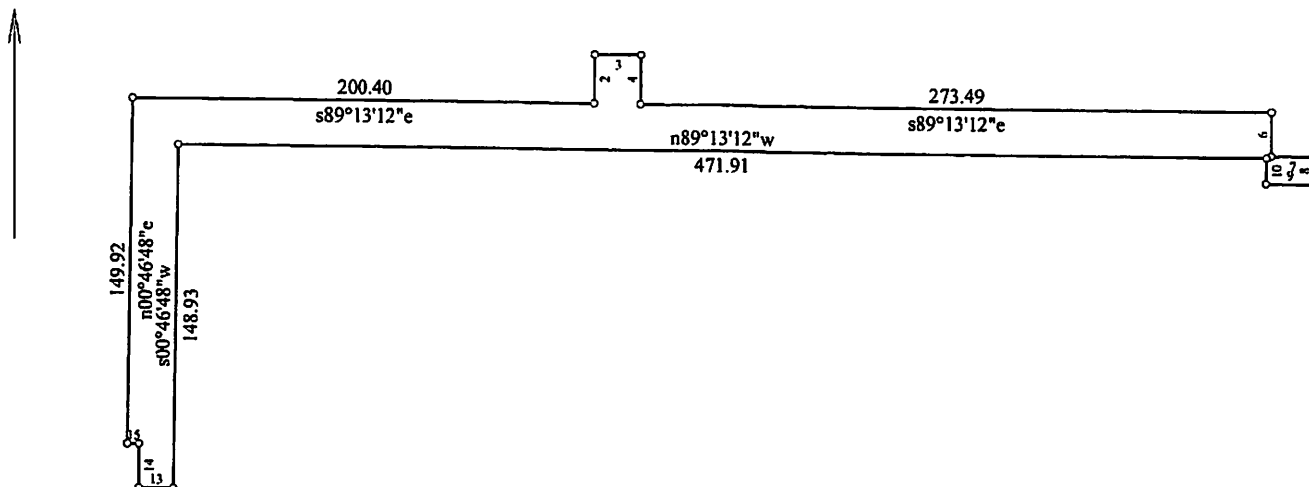
Exhibit B City of Meridian Water Easement

Over a portion of Lots 1 and 2, Block 1 of Frontline Subdivision, situated in the NW 1/4 of the NE 1/4 of Section 14, T.3N., R.1W., B.M., City of Meridian, Ada County, ID

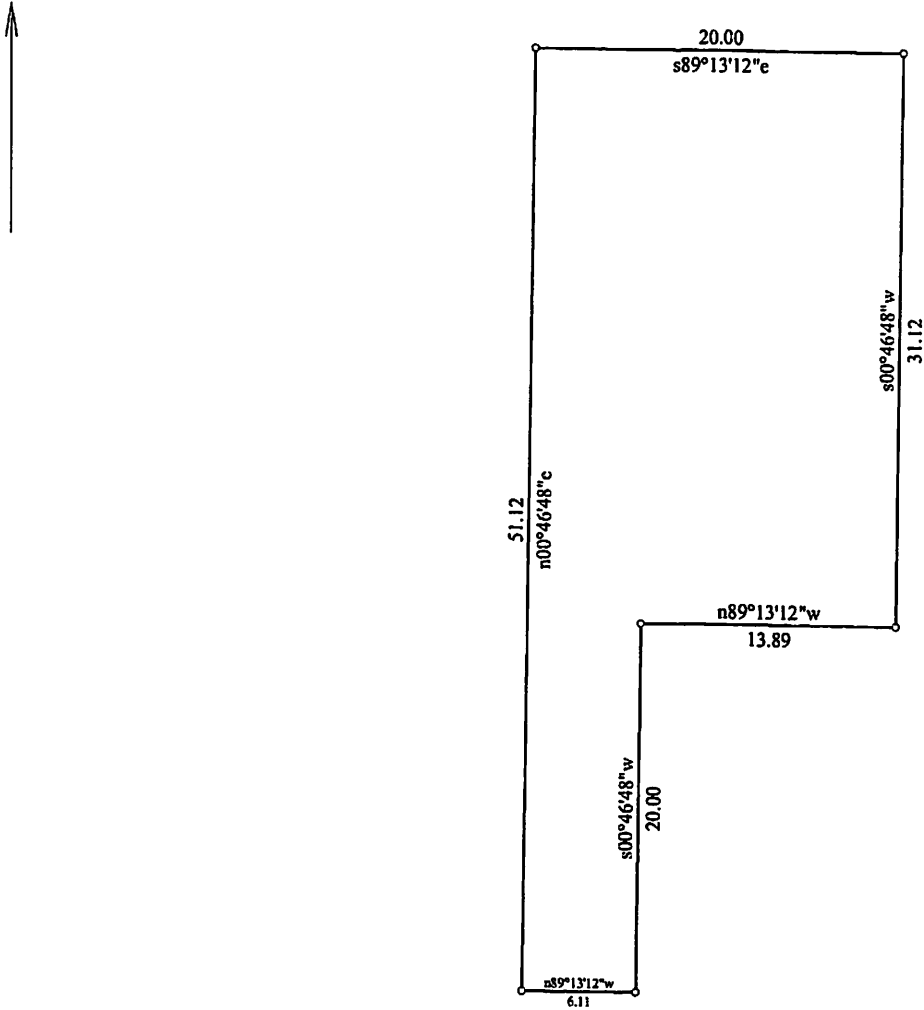
DATE: JUNE, 2025
PROJECT: 22-061

SHEET:
1 OF 1

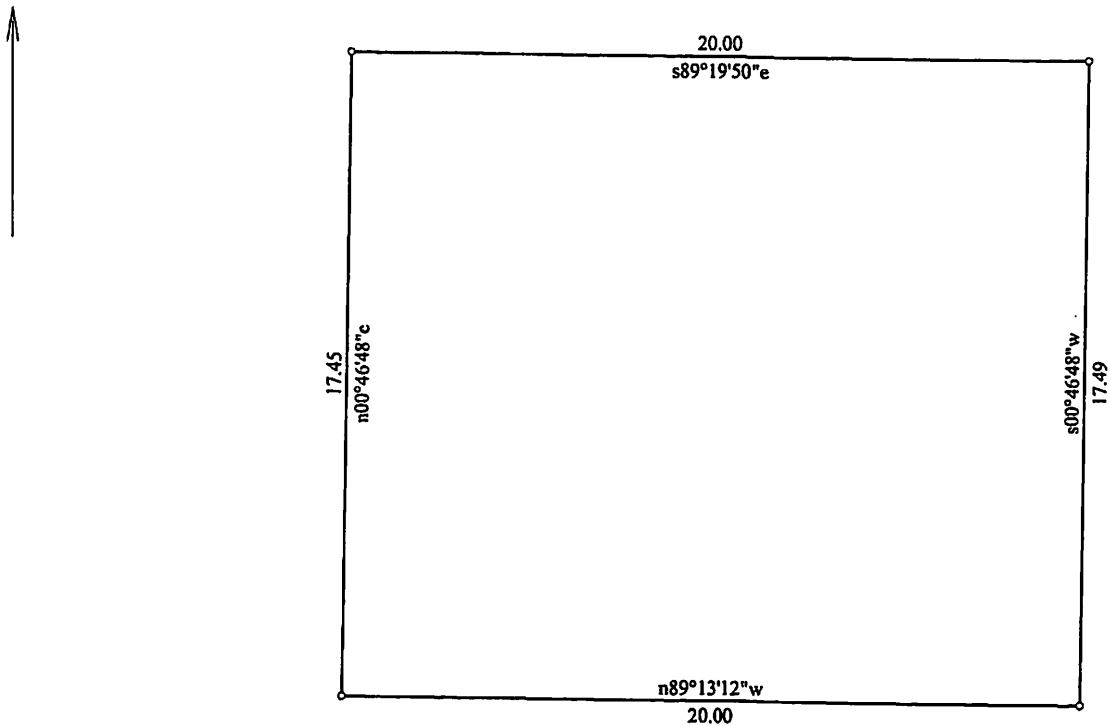
km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com



Title:		Date: 06-04-2025
Scale: 1 inch = 80 feet	File:	
Tract 1: 0.308 Acres: 13428 Sq Feet: Closure = s88.1156e 0.02 Feet: Precision =1/85470: Perimeter = 1427 Feet		
001=s89.1312e 200.40	007=s89.1312e 18.01	013=n89.1312w 14.96
002=n00.4648e 21.33	008=s00.4648w 12.06	014=n00.4010e 19.02
003=s89.1312e 20.00	009=n89.1312w 20.00	015=n89.1950w 5.01
004=s00.4648w 21.33	010=n00.4648e 11.24	016=n00.4648e 149.92
005=s89.1312e 273.49	011=n89.1312w 471.91	
006=s00.4648w 19.18	012=s00.4648w 148.93	



Title:		Date: 06-04-2025
Scale: 1 inch = 10 feet	File:	
Tract 1: 0.017 Acres: 745 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 142 Feet		
001=s89.1312e 20.00	004=s00.4648w 20.00	
002=s00.4648w 31.12	005=n89.1312w 6.11	
003=n89.1312w 13.89	006=n00.4648e 51.12	



Title:		Date: 06-04-2025
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.008 Acres: 349 Sq Feet: Closure = n02.1738e 0.00 Feet: Precision =1/53174: Perimeter = 75 Feet		
001=n89.1312w 20.00	003=s89.1950e 20.00	
002=n00.4648e 17.45	004=s00.4648w 17.49	