

Project Name or Subdivision Name:

Apex Northwest Subdivision No. 5

Sanitary Sewer & 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-2024-0162**

Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 3rd day of December 2024 between Brighton Development Inc. and SCS Holdings 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 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.

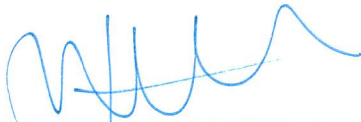
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or 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: BRIGHTON DEVELOPMENT INC.



By: Jonathan D. Wardle, President

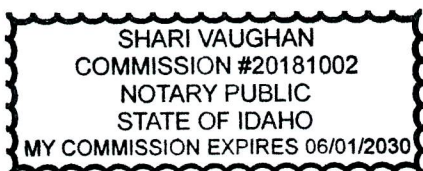
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 11/13/24 (date) by Jonathan D. Wardle (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of Brighton Development Inc. (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)

Notary Stamp Below



Notary Signature

My Commission Expires: 6-1-2030

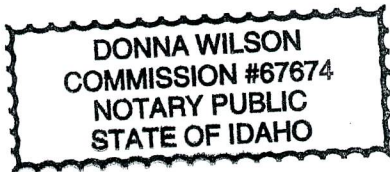
GRANTOR:

SCS HOLDINGS LLC
An Idaho limited liability company

By: 
Michael A. Hall, President

STATE OF IDAHO)
)ss.
County of Ada)

This record was acknowledged before me on 13 November, 2024, by Michael A. Hall,
as President of SCS Holdings LLC, an Idaho limited liability company.




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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 12-3-2024

Attest by Chris Johnson, City Clerk 12-3-2024

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

This record was acknowledged before me on 12-3-2024 (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: _____

November 12, 2024
Apex Northwest Subdivision No. 5
Project No. 22-055
Legal Description
City of Meridian Sewer and Water Easement

Exhibit A

A parcel of land for a City of Meridian sewer and water easement situated in a portion of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a 5/8-inch rebar marking the Center 1/4 corner of said Section 31, which bears N00°17'55"E a distance of 1,343.01 feet from an aluminum cap marking the Center-South 1/16 corner of said Section 31, thence following the northerly line of said Northwest 1/4 of the Southeast 1/4 of Section 31, N89°57'56"E a distance of 25.08 feet to **POINT OF BEGINNING 1.**

Thence following said northerly line, N89°57'56"E a distance of 26.30 feet;
Thence leaving said northerly line, S40°31'33"E a distance of 27.80 feet;
Thence 32.96 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a delta angle of 75°31'54", a chord bearing of S78°17'30"E and a chord distance of 30.62 feet;
Thence N63°56'33"E a distance of 40.23 feet;
Thence S75°01'53"E a distance of 84.38 feet;
Thence S47°51'19"E a distance of 195.41 feet;
Thence N42°08'41"E a distance of 11.00 feet;
Thence S47°51'19"E a distance of 67.00 feet;
Thence N42°08'41"E a distance of 70.00 feet;
Thence N87°08'41"E a distance of 60.81 feet;
Thence S47°51'19"E a distance of 256.00 feet;
Thence N42°08'41"E a distance of 147.50 feet;
Thence S47°51'19"E a distance of 37.00 feet;
Thence S42°08'41"W a distance of 120.50 feet;
Thence 42.41 feet along the arc of a curve to the left, said curve having a radius of 27.00 feet, a delta angle of 90°00'00", a chord bearing of S02°51'19"E and a chord distance of 38.18 feet;
Thence S47°51'19"E a distance of 81.50 feet;
Thence N42°08'41"E a distance of 17.00 feet;
Thence S47°51'19"E a distance of 30.00 feet to the westerly boundary of proposed Apex Northwest Subdivision No. 5;
Thence following said proposed westerly boundary, S42°08'41"W a distance of 37.00 feet;
Thence leaving said proposed westerly boundary, N47°51'19"W a distance of 423.22 feet;
Thence S87°08'41"W a distance of 44.24 feet;
Thence S42°08'41"W a distance of 92.72 feet;
Thence N47°51'19"W a distance of 277.58 feet;
Thence N75°01'53"W a distance of 72.06 feet;
Thence S63°56'33"W a distance of 67.61 feet;
Thence N40°31'33"W a distance of 79.74 feet to **POINT OF BEGINNING 1.**

Said description contains a total of 27,774 square feet (0.64 Acres), more or less.

TOGETHER WITH

Commencing at an aluminum cap marking the Center-South 1/16 corner of said Section 31, which bears S00°17'55"W a distance of 1,343.01 feet from a 5/8-inch rebar marking the Center 1/4 corner of said Section 31, thence following the southerly line of said Northwest 1/4 of the Southeast 1/4 of Section 31, S89°53'38"E a distance of 392.14 feet;

Thence leaving said southerly line, N00°06'22"E a distance of 218.95 feet to **POINT OF BEGINNING 2.**

Thence N06°59'25"W a distance of 60.00 feet;

Thence 37.57 feet along the arc of a curve to the left, said curve having a radius of 200.00 feet, a delta angle of 10°45'51", a chord bearing of N77°37'39"E and a chord distance of 37.52 feet to the southwesterly boundary of proposed Apex Northwest Subdivision No. 5;

Thence following said proposed southwesterly boundary, S17°45'17"E a distance of 60.00 feet;

Thence leaving said proposed southwesterly boundary, 48.85 feet along the arc of a curve to the right, said curve having a radius of 260.00 feet, a delta angle of 10°45'51", a chord bearing of S77°37'39"W and a chord distance of 48.77 feet to **POINT OF BEGINNING 2.**

Said description contains a total of 2,593 square feet (0.06 Acres), more or less.

The total of above descriptions contain a total of 30,367 square feet (0.70 Acres), more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

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



P:\22-055\CAD\SURVEY\EXHIBITS\22-055 MERIDIAN WATER AND SEWER EASEMENT BRIGHTON DEV INC.DWG, AARON BALLARD, 11/12/2024, ESTUDIO907.PC3, ----

Turnbull Family Trust &
SCS Investments, LLC
S1131244500

DWT Investments, LLC &
SCSH Properties, LLC
S1131131675



0 200 400 600

Plan Scale: 1" = 200'

CENTER 1/4 CORNER
SECTION 31
FOUND 5/8" REBAR

POINT OF
BEGINNING 1

BASIS OF BEARING
S00°17'55"W 1343.01'

POINT OF COMMENCEMENT
CENTER-SOUTH 1/16 COR.
SECTION 31
FOUND ALUMINUM CAP

N89°57'56"E
25.08' (TIE)

S75°01'53"E
84.38'

S47°51'19"E
195.41'

N47°51'19"W
277.58'

S42°08'41"W
92.72'

N47°51'19"W
20.00'

S42°08'41"W
92.72'

N47°51'19"W
20.00'

S42°08'41"W
92.72'

N47°51'19"W
20.00'

S42°08'41"W
92.72'

N47°51'19"W
20.00'

S42°08'41"W
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N47°51'19"W
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S42°08'41"W
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N47°51'19"W
20.00'

S42°08'41"W
92.72'

N47°51'19"W
20.00'

S42°08'41"W
92.72'

Brighton
Development Inc. &
SCS Holdings, LLC
S1131427850

Apex Northwest
Subdivision No. 5
(Proposed)

S. Highmark Ave. (Proposed)

E. Prickle Dr. (Proposed)

N06°59'25"W
60.00'

POINT OF
BEGINNING 2

N00°06'22"E
218.95' (TIE)

S89°53'38"E 392.14' (TIE)



ENGINEERING

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

DATE: November 2024

PROJECT: 22-055

SHEET:
1 OF 2

Exhibit B - City of Meridian Sewer and Water Easement
Apex Northwest Subdivision No. 5

A portion of the NW 1/4 of the SE 1/4 of Section 31,
T3N., R1E., B.M., City of Meridian, Ada County, Idaho

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°57'56"E	26.30'
L2	S40°31'33"E	27.80'
L3	N63°56'33"E	40.23'
L4	N42°08'41"E	11.00'
L5	S47°51'19"E	67.00'
L6	N42°08'41"E	70.00'
L7	N87°08'41"E	60.81'
L8	S47°51'19"E	37.00'
L9	S42°08'41"W	120.50'
L10	S47°51'19"E	81.50'
L11	N42°08'41"E	17.00'
L12	S47°51'19"E	30.00'
L13	S87°08'41"W	44.24'
L14	N75°01'53"W	72.06'
L15	S63°56'33"W	67.61'
L16	N40°31'33"W	79.74'
L17	S17°45'17"E	60.00'

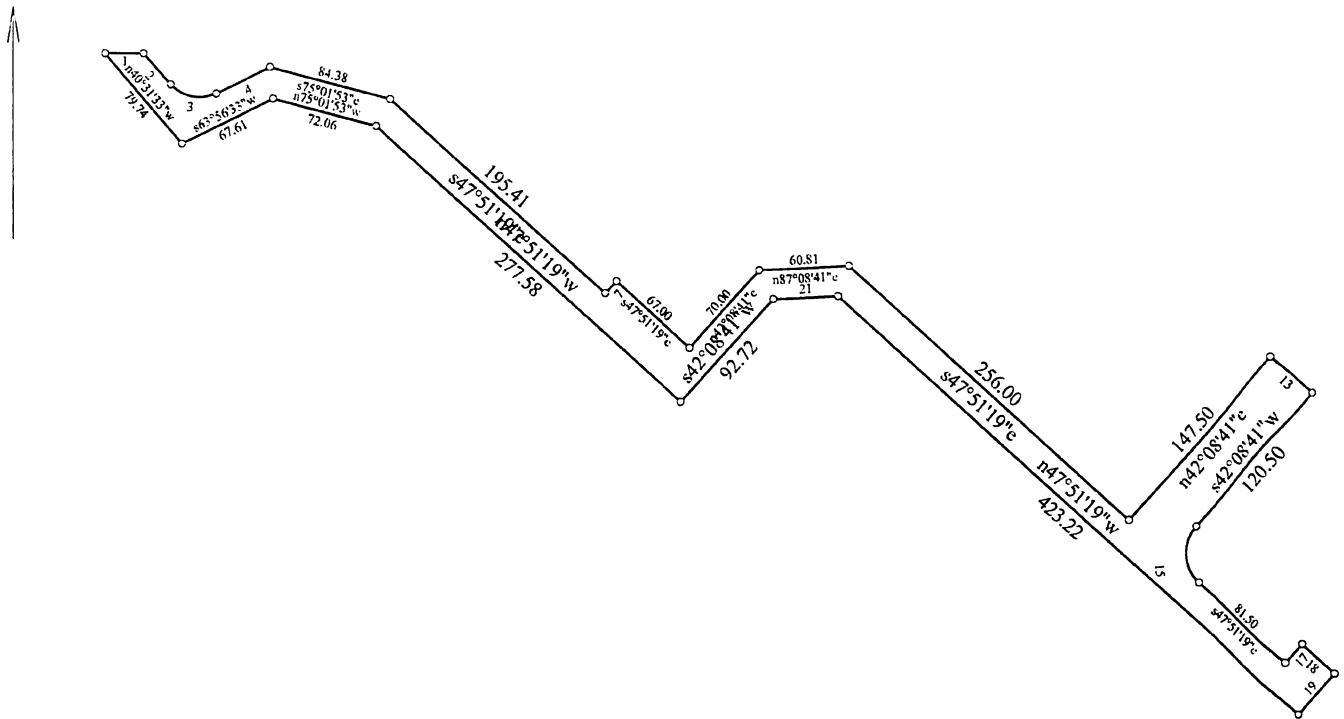
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	25.00'	32.96'	75°31'54"	S78°17'30"E	30.62'
C2	27.00'	42.41'	90°00'00"	S02°51'19"E	38.18'
C3	200.00'	37.57'	10°45'51"	N77°37'39"E	37.52'
C4	260.00'	48.85'	10°45'51"	S77°37'39"W	48.77'



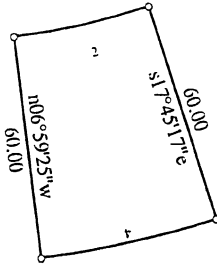
DATE: November 2024
 PROJECT: 22-055
 SHEET: 2 OF 2

Exhibit B - City of Meridian Sewer and Water Easement Apex Northwest Subdivision No. 5

A portion of the NW 1/4 of the SE 1/4 of Section 31,
 T3N., R1E., B.M., City of Meridian, Ada County, Idaho



Title: POB 1		Date: 11-12-2024
Scale: 1 inch = 125 feet	File:	
Tract 1: 0.638 Acres: 27774 Sq Feet: Closure = s59.0447e 0.00 Feet: Precision = 1/532166: Perimeter = 2442 Feet		
001=n89.5756e 26.30	010=n87.0841e 60.81	019=s42.0841w 37.00
002=s40.3133e 27.80	011=s47.5119e 256.00	020=n47.5119w 423.22
003: Lt, R=25.00, Delta=75.3154 Bng=s78.1730e, Chd=30.62	012=n42.0841e 147.50	021=s87.0841w 44.24
004=n63.5633e 40.23	013=s47.5119e 37.00	022=s42.0841w 92.72
005=s75.0153e 84.38	014=s42.0841w 120.50	023=n47.5119w 277.58
006=s47.5119e 195.41	015: Lt, R=27.00, Delta=90.0000 Bng=s02.5119e, Chd=38.18	024=n75.0153w 72.06
007=n42.0841e 11.00	016=s47.5119e 81.50	025=s63.5633w 67.61
008=s47.5119e 67.00	017=n42.0841e 17.00	026=n40.3133w 79.74
009=n42.0841e 70.00	018=s47.5119e 30.00	



Title: POB 2

Date: 11-12-2024

Scale: 1 inch = 50 feet

File:

Tract 1: 0.060 Acres: 2593 Sq Feet: Closure = s77.3738w 0.00 Feet: Precision >1/999999: Perimeter = 206 Feet

001=n06.5925w 60.00
002: Lt, R=200.00, Delta=10.4551
Bng=n77.3739e, Chd=37.52

003=s17.4517e 60.00
004: Rt, R=260.00, Delta=10.4551
Bng=s77.3739w, Chd=48.77