

Project Name (Subdivision): <u>S, Benchmark Way and W. Cobalt Dr.</u> Sanitary Sewer & Water Main Easement Number: <u>2</u> Identify this Easement by sequential number if Project contains more than one easement of this type. (See Instructions for additional information).
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SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____ 20____ between
SCS Brighton 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.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

SCS BRIGHTON LLC
an Idaho limited liability company

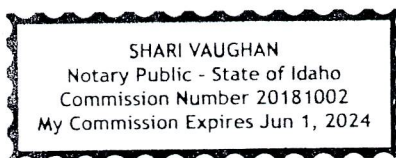
By: Brighton Corporation, an Idaho corporation
Manager

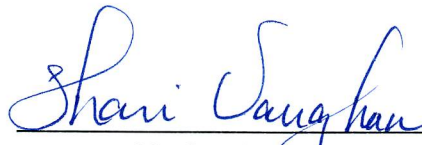
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 11th day of May, in the year of 2023, 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 LLC, the company that executed the instrument or the person who executed the instrument of 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 the certificate first above written.




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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

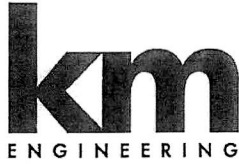
STATE OF IDAHO,)
 : ss.
County of Ada)

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.

(stamp)

Notary Signature

My Commission Expires: _____



May 10, 2023
Project Nos. 22-144 & 22-221
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Sewer and Water easement situated in a portion of the Northeast 1/4 of the Northwest 1/4 and 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, 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 250.45 feet;
Thence leaving said northerly line, S00°46'48"W a distance of 1,109.51 feet to a point hereinafter referred to as **POINT "A"** and being **POINT OF BEGINNING 1**.

Thence S60°53'22"E a distance of 34.50 feet;
Thence S29°06'38"W a distance of 31.00 feet;
Thence N60°53'22"W a distance of 34.50 feet;
Thence N29°06'38"E a distance of 31.00 feet to **POINT OF BEGINNING 1**.

Said parcel contains 1,070 square feet, more or less.

TOGETHER WITH:

Commencing at the point previously referred to as **POINT "A"**.
Thence N60°53'22"W a distance of 75.50 feet to **POINT OF BEGINNING 2**.

Thence S29°06'38"W a distance of 31.00 feet;
Thence N60°53'22"W a distance of 45.00 feet to a point hereinafter referred to as **POINT "B"**;
Thence N29°06'38"E a distance of 31.00 feet;
Thence S60°53'22"E a distance of 45.00 feet to **POINT OF BEGINNING 2**.

Said parcel contains 1,395 square feet, more or less.

TOGETHER WITH:

Commencing at the point previously referred to as **POINT "B"**.

Thence S61°52'40"W a distance of 438.62 feet to **POINT OF BEGINNING 3**.

Thence 36.00 feet along the arc of a curve to the left, said curve having a radius of 1,038.50 feet, a delta angle of 01°59'11", a chord bearing of N86°37'17"W, and a chord distance of 36.00 feet;

Thence N03°17'45"E a distance of 44.15 feet;

Thence S86°42'15"E a distance of 36.00 feet;

Thence S03°17'45"W a distance of 44.20 feet to **POINT OF BEGINNING 3**.

Said parcel contains 1,587 square feet, more or less.

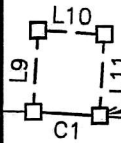
Said description contains a total of 4,052 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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



P:\22-221\CAD\SURVEY\EXHIBITS\230504 CITY OF MERIDIAN SEWER AND WATER EASEMENT BRIGHTON 22-221.DWG, AARON BALLARD, 5/10/2023, ESTUDIO907.PC3, 08.5X11 P

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S60°53'22"E	34.50
L2	S29°06'38"W	31.00
L3	N60°53'22"W	34.50
L4	N29°06'38"E	31.00
L5	S29°06'38"W	31.00
L6	N60°53'22"W	45.00
L7	N29°06'38"E	31.00
L8	S60°53'22"E	45.00
L9	N3°17'45"E	44.15
L10	S86°42'15"E	36.00
L11	S3°17'45"W	44.20



POINT OF BEGINNING 3

Proposed
W. Cobalt Dr.

DWT Investments, LLC.
S1214244500

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	1038.50'	36.00'	1°59'11"	S86°37'17"E	36.00'



0 100 200 300

Plan Scale: 1" = 100'

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

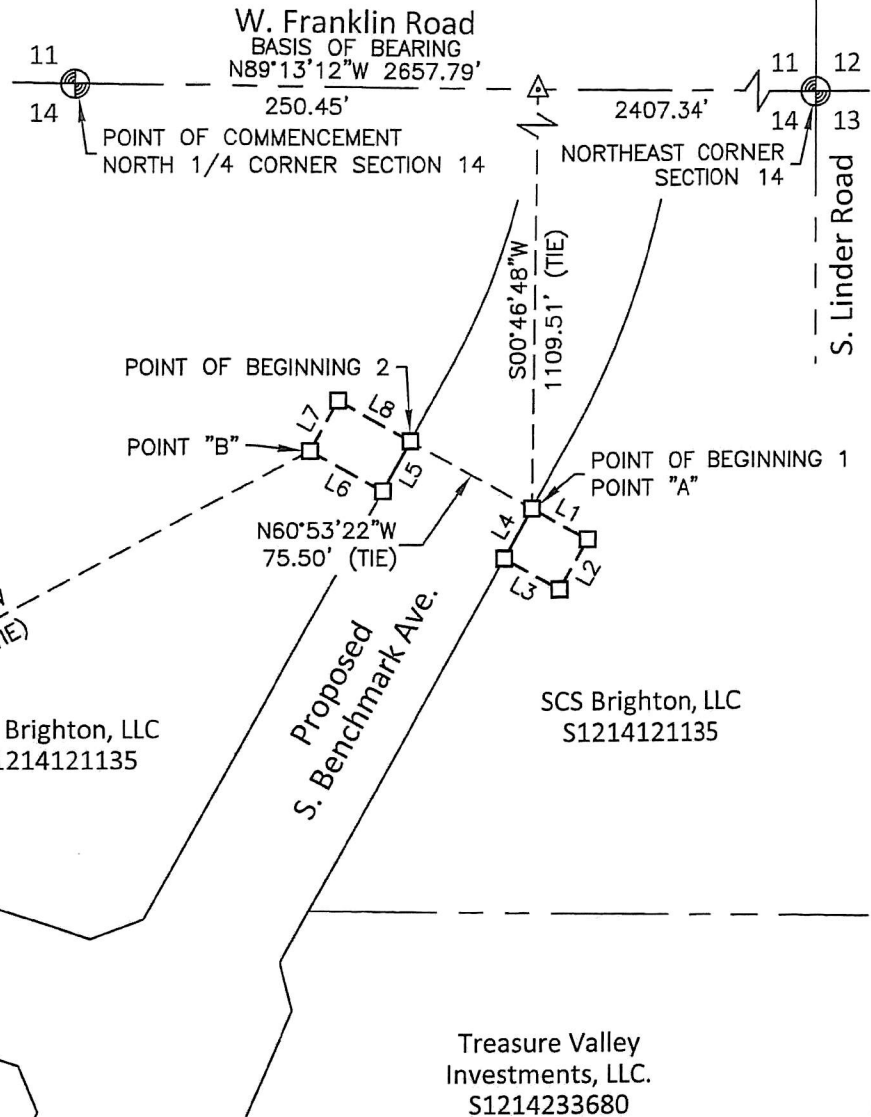
DATE: May, 2023

PROJECT: 22-221

SHEET:
1 OF 1

Exhibit B
City of Meridian Sewer and Water Easement

Situated in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of
Section 14, T.3N., R.1W., B.M., City of Meridian, Ada County, ID



LEGEND

	FOUND ALUMINUM CAP
	CALCULATED POINT
	SECTION LINE
	LOT LINE
	PROPOSED EASEMENT LINE