

Project Name or Subdivision Name:

Hill's Century Farm Townhomes Subdivision

Sanitary Sewer & Water Main Easement Number: 2

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

Record Number: ESMT-2026-0194

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between
Brighton Land 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 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)

This record was acknowledged before me on August 14, 2026, by Robert L. Phillips, as the President of Brighton Corporation, an Idaho corporation, manager of Brighton Land Holdings LLC, an Idaho limited liability company.




Notary Public for Idaho
My Commission Expires: 11/13/2026

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.

Notary Stamp Below

Notary Signature

My Commission Expires: _____

August 11, 2026
Project No. 25-243
Legal Description
City of Meridian Sewer and Water Easement

Exhibit A

Parcels of land for a City of Meridian Sewer and Water Easement being a portion of Lots 2-5, 7, and 10, Block 2 of Hill's Century Farm Commercial Subdivision No. 1 (Book 115 of plats, Pages 17131-17134, records of Ada County, Idaho), situated in the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the North 1/4 corner of said Section 33, which bears S89°15'22"E a distance of 2,660.62 feet from a brass cap marking the Northwest corner of said Section 33, thence following the northerly line of said Northeast 1/4 of the Northwest 1/4, N89°15'22"W a distance of 648.57 feet; Thence leaving said northerly line, S00°44'38"W a distance of 376.63 feet to a 5/8-inch rebar marking the northwest corner of said Lot 5 and being **POINT OF BEGINNING 1**.

Thence following the southerly line of said Lot 10, S89°46'03"E a distance of 3.00 feet to a point on the westerly line of an existing City of Meridian Sewer Easement per Inst. No. 2018-066905, said point hereinafter being referred to as "POINT A";

Thence leaving said southerly line and following said westerly line, S00°44'38"W a distance of 12.00 feet; Thence leaving said westerly line, N89°46'03"W a distance of 3.00 feet to the westerly line of said Lot 5; Thence following said westerly line, N00°44'38"E a distance of 12.00 feet to **POINT OF BEGINNING 1**.

Said parcel contains 36 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as "POINT A", thence following the southerly line of said Lot 10, S89°46'03"E a distance of 20.00 feet to **POINT OF BEGINNING 2**.

Thence following said southerly line, S89°46'03"E a distance of 7.15 feet to a 1/2-inch rebar on the southerly line of said Lot 10;

Thence leaving said southerly line, N00°45'08"E a distance of 8.00 feet to the northerly line of said City of Meridian Sewer Easement;

Thence following said northerly line, S89°46'03"E a distance of 7.00 feet;

Thence leaving said northerly line, S00°44'38"W a distance of 32.49 feet;

Thence S89°15'22"E a distance of 11.00 feet;

Thence S00°44'38"W a distance of 20.00 feet;

Thence N89°15'22"W a distance of 11.00 feet;

Thence S00°44'38"W a distance of 103.60 feet to a point on the northerly line of an existing City of Meridian Water Easement per Inst. No. 2018-066905, said point hereinafter being referred to as "POINT B";

Thence following said northerly line, N89°29'32"W a distance of 14.15 feet to the easterly line of said City of Meridian Sewer Easement;

Thence leaving said northerly line and following said easterly line, N00°44'38"E a distance of 148.03 feet to **POINT OF BEGINNING 2**.

Said parcel contains 2,371 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as "POINT B", thence following the easterly line of said City of Meridian Water Easement, S00°44'38"W a distance of 27.91 feet to **POINT OF BEGINNING 3**.

Thence leaving said easterly line, S89°46'03"E a distance of 405.02 feet to a point on the westerly line of said City of Meridian Water Easement, said point hereinafter being referred to as "POINT C";

Thence following said westerly line, S00°44'38"W a distance of 33.00 feet;

Thence leaving said westerly line, N89°46'03"W a distance of 442.17 feet to the westerly line of said Lot 4;

Thence following said westerly line, N00°44'38"E a distance of 33.00 feet;

Thence leaving said westerly line, S89°46'03"E a distance of 37.15 feet to **POINT OF BEGINNING 3**.

Said parcel contains 14,591 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as "POINT C", thence following the westerly line of said City of Meridian Water Easement, N00°44'38"E a distance of 62.61 feet to **POINT OF BEGINNING 4**.

Thence leaving said westerly line, N89°15'22"W a distance of 22.50 feet;

Thence N00°44'38"E a distance of 20.00 feet;

Thence S89°15'22"E a distance of 22.50 feet to said westerly line;

Thence following said westerly line, S00°44'38"W a distance of 20.00 feet to **POINT OF BEGINNING 4**.

Said parcel contains 450 square feet, more or less.

Said description contains a total of 17,448 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.



8-11-2026

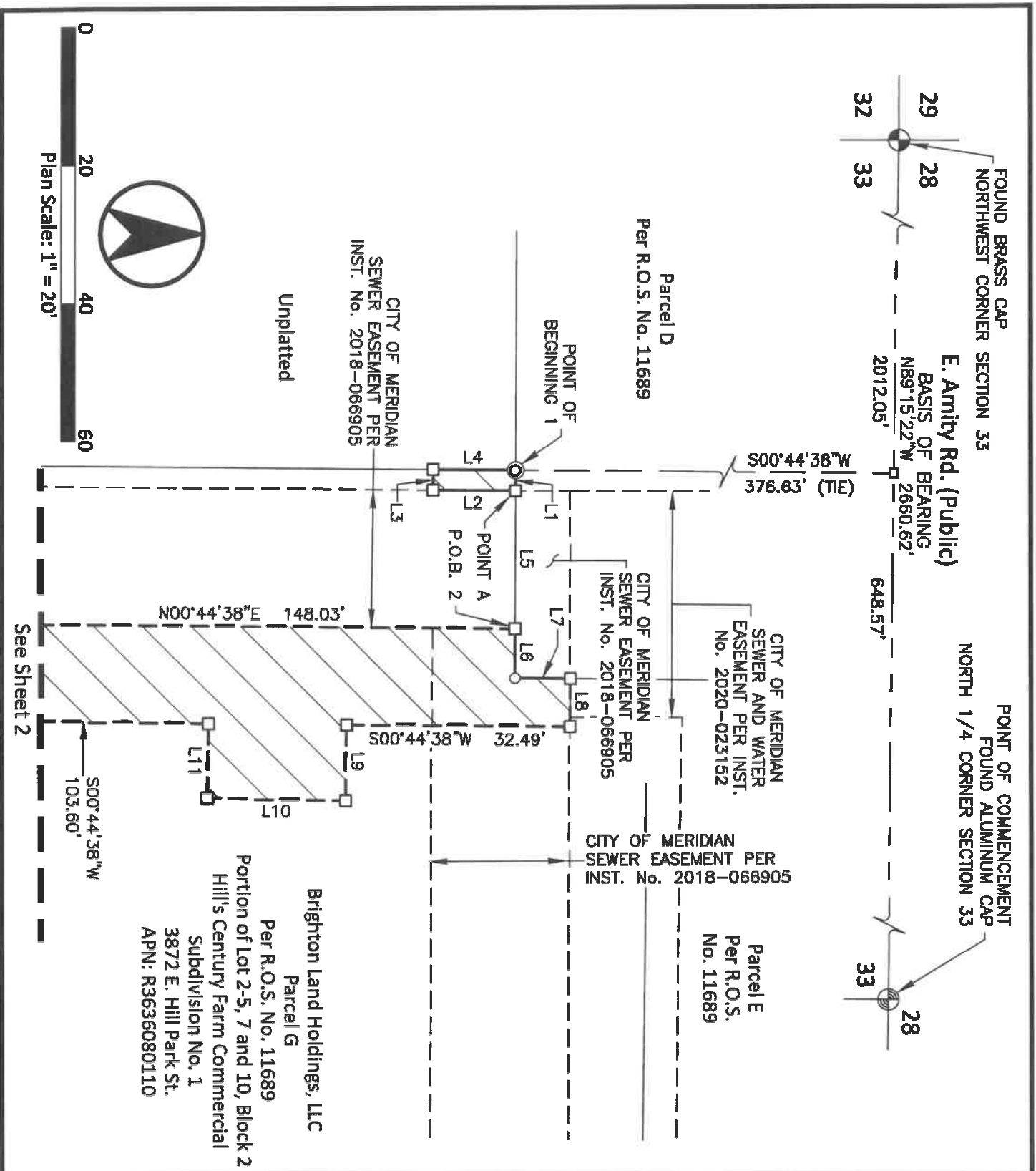
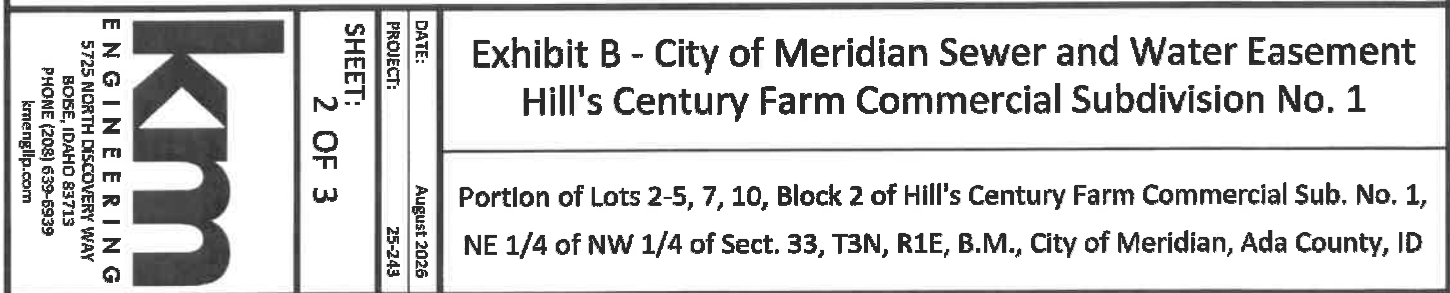


Exhibit B - City of Meridian Sewer and Water Easement Hill's Century Farm Commercial Subdivision No. 1

Portion of Lots 2-5, 7, 10, Block 2 of Hill's Century Farm Commercial Sub. No. 1,
NE 1/4 of NW 1/4 of Sect. 33, T3N, R1E, B.M., City of Meridian, Ada County, ID

DATE: August 2026
PROJECT: 25-243
SHEET: 1 OF 3

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



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°46'03"E	3.00'
L2	S00°44'38"W	12.00'
L3	N89°46'03"W	3.00'
L4	N00°44'38"E	12.00'
L5	S89°46'03"E	20.00'
L6	S89°46'03"E	7.15'
L7	N00°45'08"E	8.00'
L8	S89°46'03"E	7.00'
L9	S89°15'22"E	11.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L10	S00°44'38"W	20.00'
L11	N89°15'22"W	11.00'
L12	N89°29'32"W	14.15'
L13	S00°44'38"W	27.91'
L14	N89°15'22"W	22.50'
L15	N00°44'38"E	20.00'
L16	S89°15'22"E	22.50'
L17	S00°44'38"W	20.00'

Exhibit B - City of Meridian Sewer and Water Easement
Hill's Century Farm Commercial Subdivision No. 1

Portion of Lots 2-5, 7, 10, Block 2 of Hill's Century Farm Commercial Sub. No. 1,
NE 1/4 of NW 1/4 of Sect. 33, T3N, R1E, B.M., City of Meridian, Ada County, ID

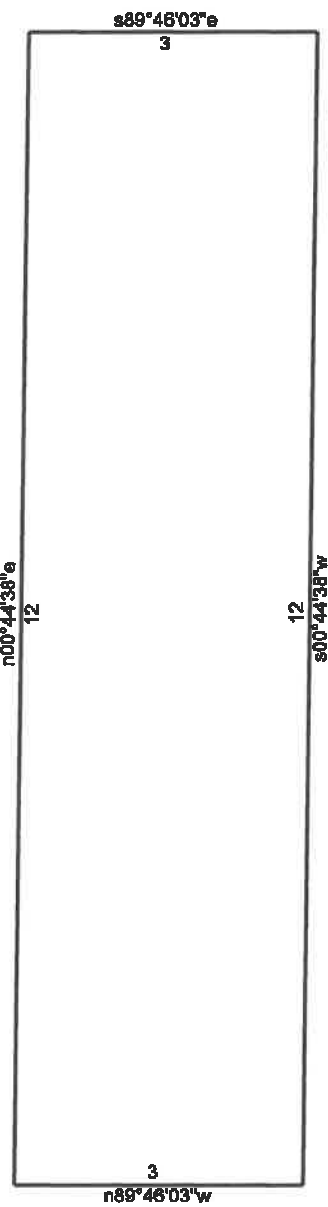
DATE: August 2026

PROJECT: 25-243

SHEET:
3 OF 3



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P.O.B. 1

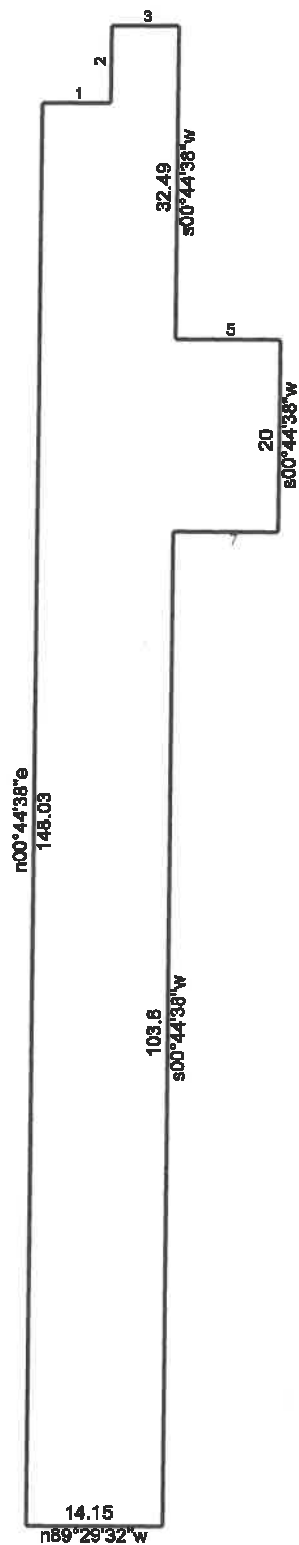
8/10/2026

Scale: 1 inch= 2 feet

File:

Tract 1: 0.0008 Acres (36 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=30 ft.

- 01 s89.4603e 3
- 02 s00.4438w 12
- 03 n89.4603w 3
- 04 n00.4438e 12



P.O.B. 2

8/10/2026

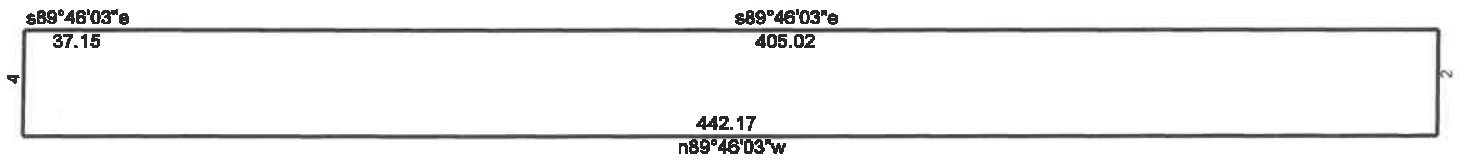
Scale: 1 inch= 20 feet

File:

Tract 1: 0.0544 Acres (2371 Sq. Feet), Closure: s05.5355w 0.01 ft. (1/45215), Perimeter=362 ft.

01 s89.4603e 7.15
02 n00.4508e 8
03 s89.4603e 7
04 s00.4438w 32.49
05 s89.1522e 11
06 s00.4438w 20
07 n89.1522w 11

08 s00.4438w 103.6
09 n89.2932w 14.15
10 n00.4438e 148.03

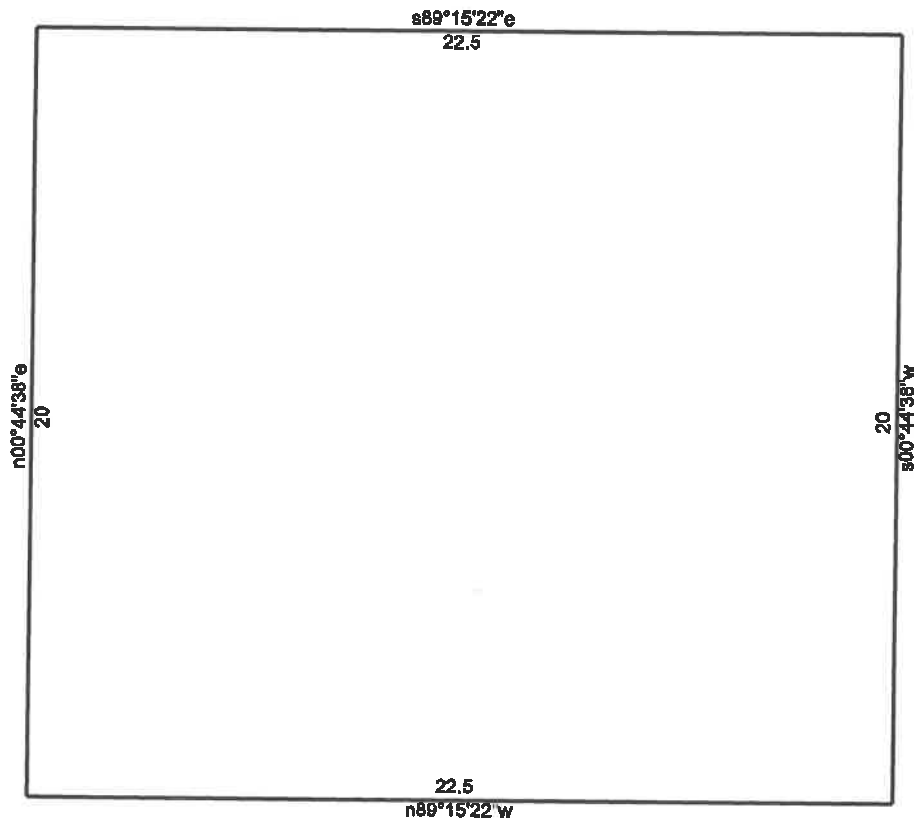


P.O.B. 3	8/10/2026
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Scale: 1 inch= 60 feet	File:
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Tract 1: 0.3350 Acres (14591 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=950 ft.

- | | |
|---------------------|--|
| 01 s89.4603e 405.02 | |
| 02 s00.4438w 33 | |
| 03 n89.4603w 442.17 | |
| 04 n00.4438e 33 | |
| 05 s89.4603e 37.15 | |



P.O.B. 4

8/10/2026

Scale: 1 inch= 5 feet

File:

Tract 1: 0.0103 Acres (450 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=85 ft.

- 01 n89.1522w 22.5
- 02 n00.4438e 20
- 03 s89.1522e 22.5
- 04 s00.4438w 20