

Project Name or Subdivision Name:

Frontline Subdivision Private Rd.

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
Record Number: ESMT-2025-0072

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 8th day of July 20 25 between Watson Land Holdings LLC, TM Cooley LLC & SCS Brighton Ten Mile Storage 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.

T O HAVE AND T O 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]

GRANTORS:

Watson Land Holdings LLC
an Idaho limited liability company

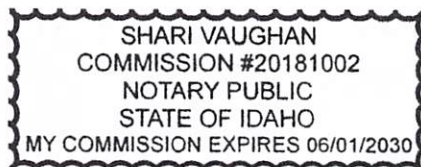
By: Brighton Corporation, an Idaho
corporation, Manager

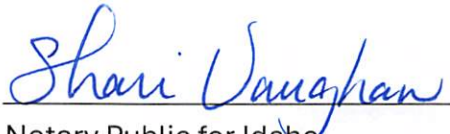
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :ss.
County of Ada)

On this 17 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, Manager of Watson Land Holdings LLC, 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

GRANTORS:

TM COOLEY LLC

an Idaho limited liability company

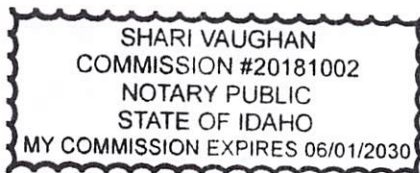
By: SCS Management LLC, Manager

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

STATE OF IDAHO)
 :SS.
County of Ada)

On this 17 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 Manager of TM Cooley 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.



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

GRANTORS:

SCS Brighton Ten Mile Storage LLC
an Idaho limited liability company

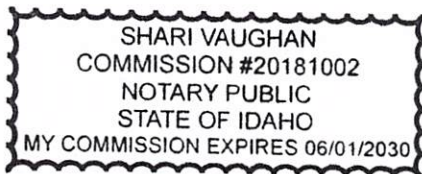
By: Brighton Corporation, an Idaho corporation,
Manager

By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :ss.
County of Ada)

On this 17 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, Manager of SCS Brighton Ten Mile Storage LLC, 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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-8-2025

Attest by Chris Johnson, City Clerk 7-8-2025

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

This record was acknowledged before me on 7-8-2025 (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 13, 2025
Project No.: 20-208
TM Frontline Subdivision
City of Meridian Sewer and Water Easement
Legal Description

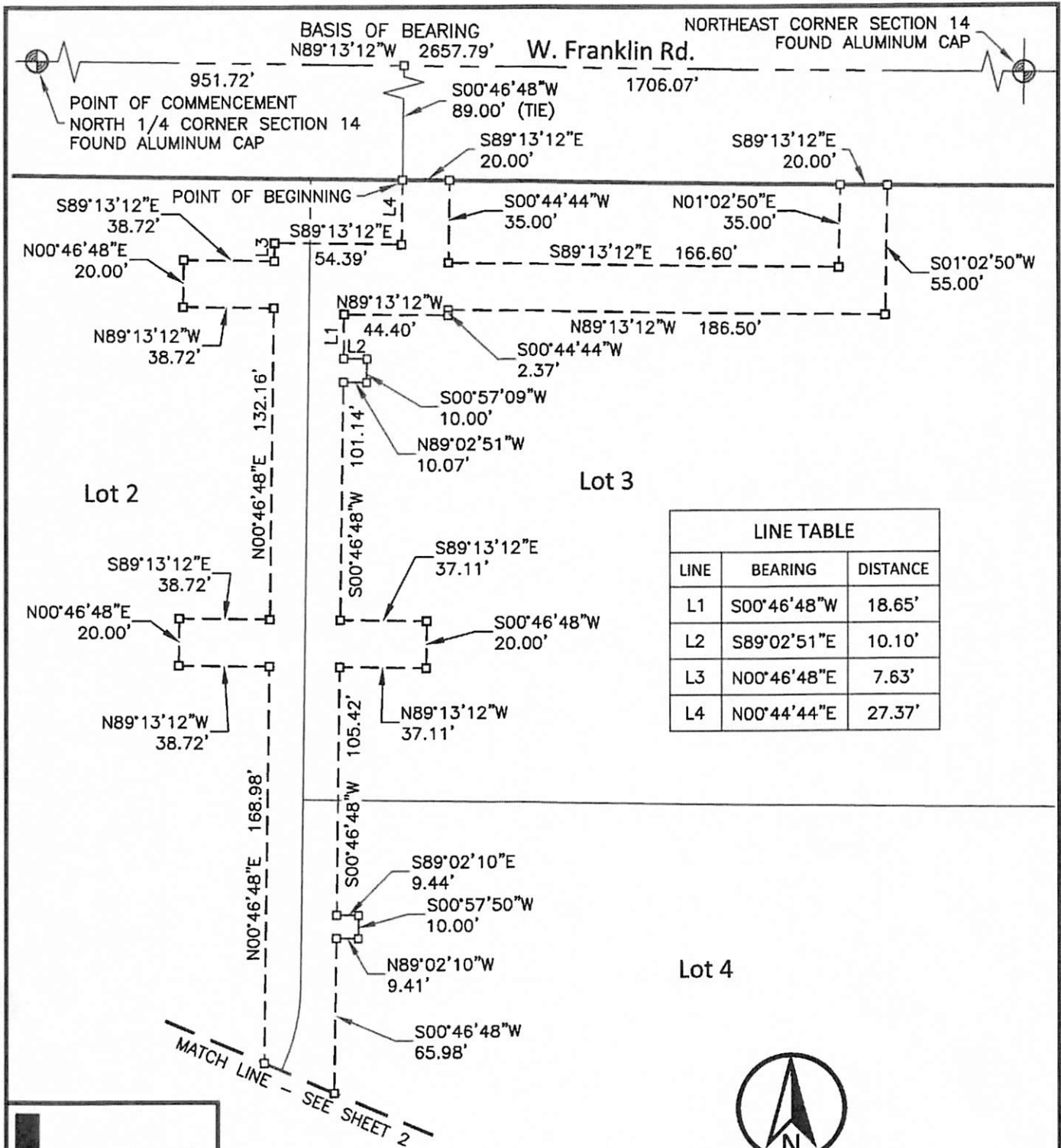
Exhibit A

A parcel of land for a City of Meridian sewer and water easement being a portion of Lots 1 through 4, Block 1 of TM Frontline Subdivision (Book 124 of Plats at Pages 19876-19879, records of Ada County, Idaho), situated in 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 being more particularly described as follows:

Commencing at an 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 an aluminum cap marking the Northeast corner of said Section 14, thence following the northerly line of the Northeast 1/4 of said Section 14, S89°13'12"E a distance of 951.72 feet;
Thence leaving said northerly line, S00°46'48"W a distance of 89.00 feet to the northerly boundary of said TM Frontline Subdivision and being the **POINT OF BEGINNING**.

Thence following said northerly boundary, S89°13'12"E a distance of 20.00 feet;
Thence leaving said northerly boundary, S00°44'44"W a distance of 35.00 feet;
Thence S89°13'12"E a distance of 166.60 feet;
Thence N01°02'50"E a distance of 35.00 feet to said northerly boundary;
Thence following said northerly boundary, S89°13'12"E a distance of 20.00 feet;
Thence leaving said northerly boundary, S01°02'50"W a distance of 55.00 feet;
Thence N89°13'12"W a distance of 186.50 feet;
Thence S00°44'44"W a distance of 2.37 feet;
Thence N89°13'12"W a distance of 44.40 feet;
Thence S00°46'48"W a distance of 18.65 feet;
Thence S89°02'51"E a distance of 10.10 feet;
Thence S00°57'09"W a distance of 10.00 feet;
Thence N89°02'51"W a distance of 10.07 feet;
Thence S00°46'48"W a distance of 101.14 feet;
Thence S89°13'12"E a distance of 37.11 feet;
Thence S00°46'48"W a distance of 20.00 feet;
Thence N89°13'12"W a distance of 37.11 feet;
Thence S00°46'48"W a distance of 105.42 feet;
Thence S89°02'10"E a distance of 9.44 feet;
Thence S00°57'50"W a distance of 10.00 feet;
Thence N89°02'10"W a distance of 9.41 feet;
Thence S00°46'48"W a distance of 65.98 feet;
Thence S45°46'48"W a distance of 26.33 feet;
Thence S68°16'48"W a distance of 69.18 feet;
Thence N89°13'12"W a distance of 510.34 feet to the easterly right-of-way of South Benchmark Way;
Thence following said easterly right-of-way, N00°46'48"E a distance of 20.00 feet;
Thence leaving said easterly right-of-way, S89°13'12"E a distance of 72.94 feet;
Thence N00°46'48"E a distance of 9.51 feet;

P:\20-208\CAD\SURVEY\EXHIBITS\20-208 SEWER & WATER EASEMENT.DWG, CRAIG DRAPER, 6/13/2025, DWG TO PDF.PC3, 08.5X11 P [PDF]



DATE: June 2025
PROJECT: 20-208
SHEET: 1 OF 2

Exhibit B
City of Meridian Sewer and Water Easement

TM Frontline Subdivision
NW1/4 NE1/4 Sec. 14, T3N, R1W, BM, City of Meridian, Ada County, Idaho

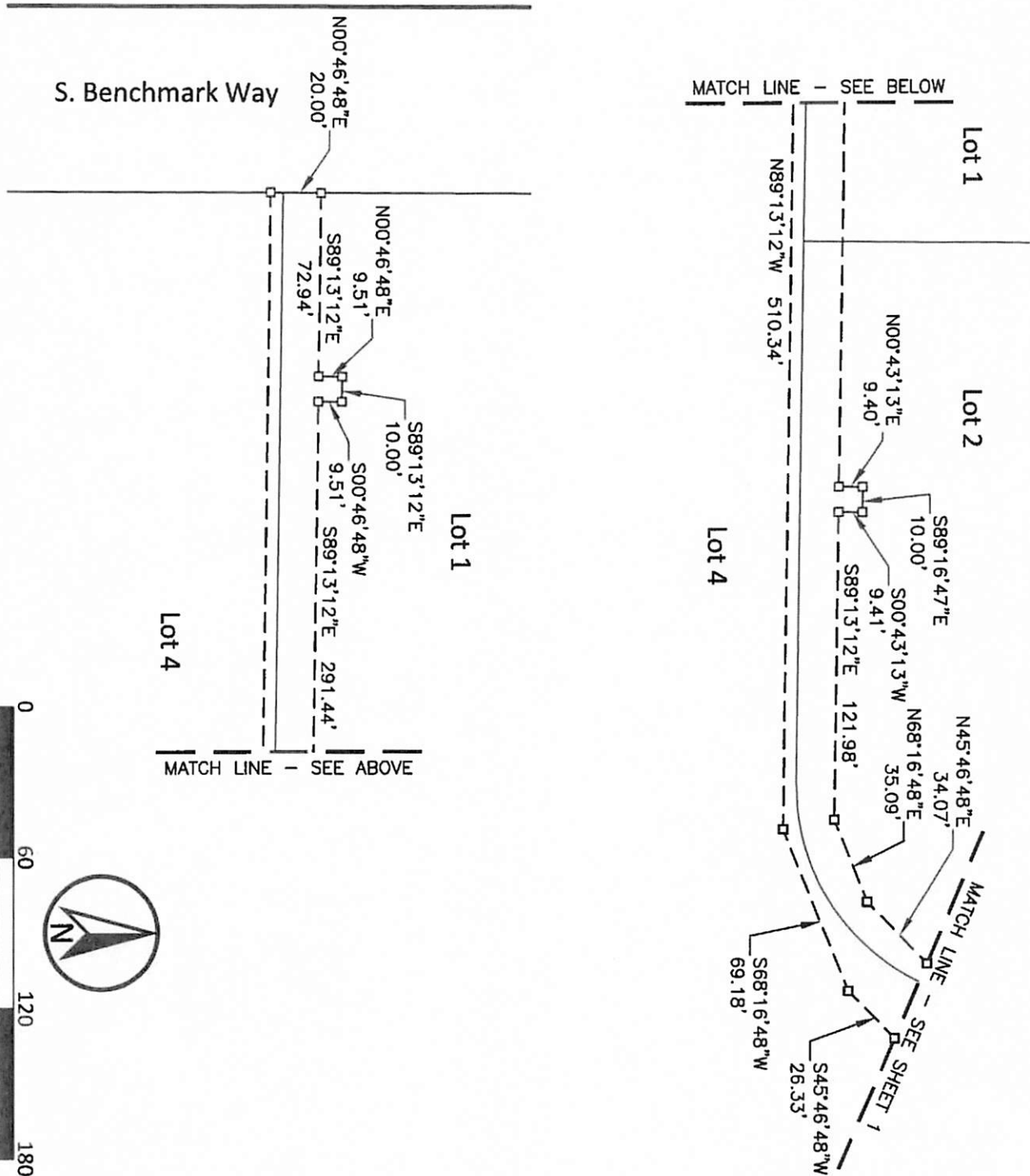
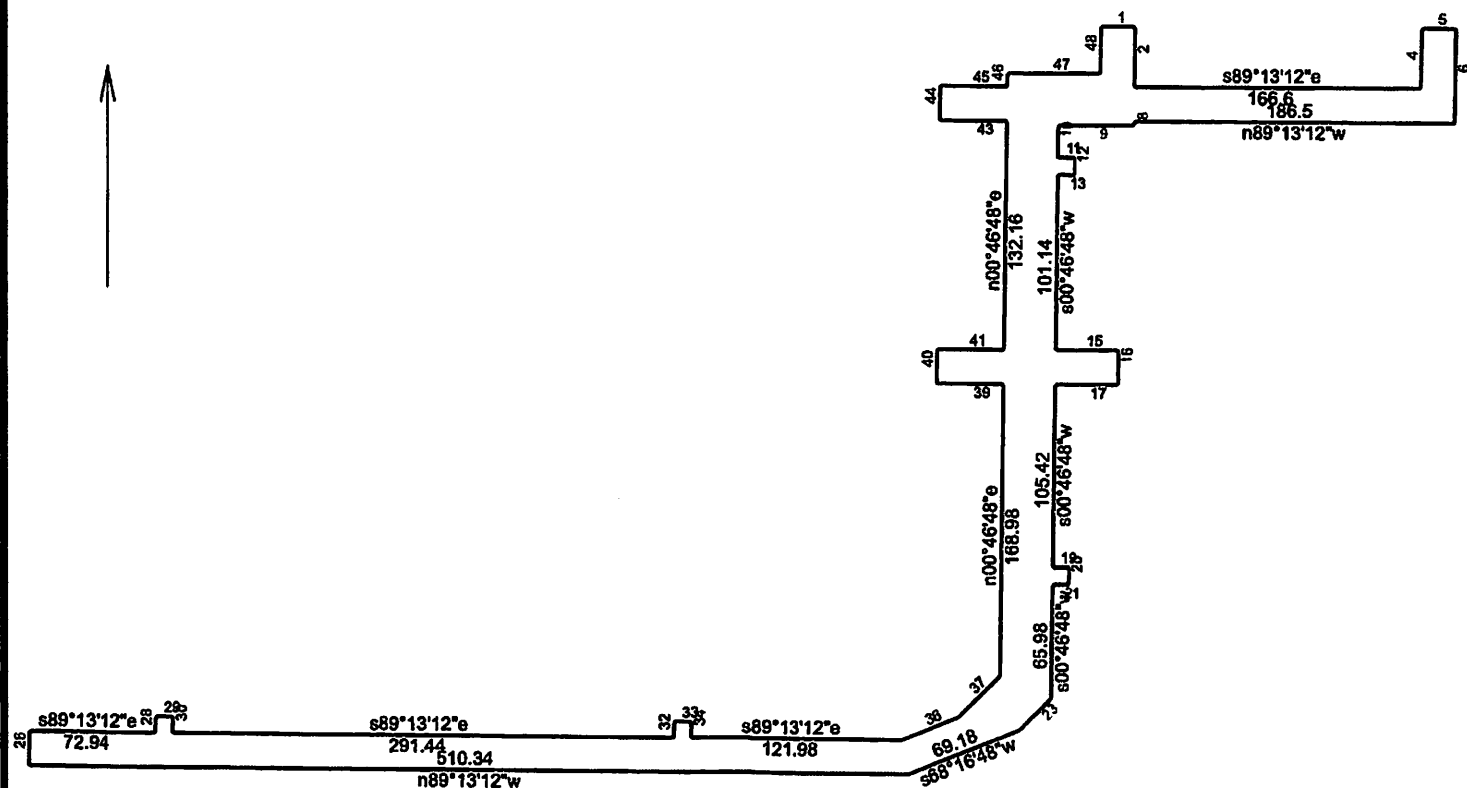


Exhibit B City of Meridian Sewer and Water Easement

TM Frontline Subdivision
NW1/4 NE1/4, Sec. 14, T3N, R1W, BM, City of Meridian, Ada County, Idaho

DATE: June 2025
PROJECT: 20-208
SHEET: 2 OF 2

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



City of Meridian Sewer and Water Easement 20-208

6/13/2025

Scale: 1 inch= 107 feet

File:

Tract 1: 0.7289 Acres (31751 Sq. Feet), Closure: s10.0350e 0.01 ft. (1/353108), Perimeter=2834 ft.

01 s89.1312e 20	28 n00.4648e 9.51
02 s00.4444w 35	29 s89.1312e 10
03 s89.1312e 166.6	30 s00.4648w 9.51
04 n01.0250e 35	31 s89.1312e 291.44
05 s89.1312e 20	32 n00.4313e 9.4
06 s01.0250w 55	33 s89.1647e 10
07 n89.1312w 186.5	34 s00.4313w 9.41
08 s00.4444w 2.37	35 s89.1312e 121.98
09 n89.1312w 44.4	36 n68.1648e 35.09
10 s00.4648w 18.65	37 n45.4648e 34.07
11 s89.0251e 10.1	38 n00.4648e 168.98
12 s00.5709w 10	39 n89.1312w 38.72
13 n89.0251w 10.07	40 n00.4648e 20
14 s00.4648w 101.14	41 s89.1312e 38.72
15 s89.1312e 37.11	42 n00.4648e 132.16
16 s00.4648w 20	43 n89.1312w 38.72
17 n89.1312w 37.11	44 n00.4648e 20
18 s00.4648w 105.42	45 s89.1312e 38.72
19 s89.0210e 9.44	46 n00.4648e 7.63
20 s00.5750w 10	47 s89.1312e 54.39
21 n89.0210w 9.41	48 n00.4444e 27.37
22 s00.4648w 65.98	
23 s45.4648w 26.33	
24 s68.1648w 69.18	
25 n89.1312w 510.34	
26 n00.4648e 20	
27 s89.1312e 72.94	

Thence S89°13'12"E a distance of 10.00 feet;
Thence S00°46'48"W a distance of 9.51 feet;
Thence S89°13'12"E a distance of 291.44 feet;
Thence N00°43'13"E a distance of 9.40 feet;
Thence S89°16'47"E a distance of 10.00 feet;
Thence S00°43'13"W a distance of 9.41 feet;
Thence S89°13'12"E a distance of 121.98 feet;
Thence N68°16'48"E a distance of 35.09 feet;
Thence N45°46'48"E a distance of 34.07 feet;
Thence N00°46'48"E a distance of 168.98 feet;
Thence N89°13'12"W a distance of 38.72 feet;
Thence N00°46'48"E a distance of 20.00 feet;
Thence S89°13'12"E a distance of 38.72 feet;
Thence N00°46'48"E a distance of 132.16 feet;
Thence N89°13'12"W a distance of 38.72 feet;
Thence N00°46'48"E a distance of 20.00 feet;
Thence S89°13'12"E a distance of 38.72 feet;
Thence N00°46'48"E a distance of 7.63 feet;
Thence S89°13'12"E a distance of 54.39 feet;
Thence N00°44'44"E a distance of 27.37 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 31,751 square feet (0.73 acres), 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.

