

**Project Name (Subdivision):**

Ten Mile Storage

**Water Main Easement Number:** 1

Identify this Easement by sequential number if Project contains more than one Water Main easement.

( See Instructions for additional information).

### **WATER MAIN EASEMENT**

THIS Easement Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ between SCS Brighton II 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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: SCS BRIGHTON II LLC  
By: Brighton Corporation, an Idaho corporation, Manager

Robert L. Phillips, Manager

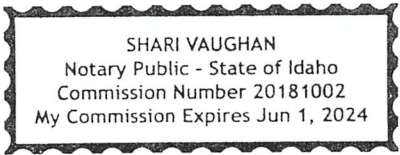
STATE OF IDAHO )  
                                  ) ss  
County of Ada     )

On this 5<sup>th</sup> day of January, in the year of 2022, 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 II 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 written above.

Shari Vaughan  
Notary Signature  
My Commission Expires: 6-1-2024

(stamp)



GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor

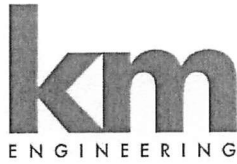
\_\_\_\_\_  
Attest by Chris Johnson, City Clerk

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: \_\_\_\_\_



January 3, 2022  
Project No. 20-209  
Suez Water Easement  
Legal Description

**Exhibit A**

Parcels of land for a Suez Water Easement over a portion of 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 1,328.90 feet to a found aluminum cap marking the East 1/16 corner of said Section 14; Thence leaving said northerly line and following the easterly line of said Northwest 1/4 of the Northeast 1/4, S00°34'20"W a distance of 595.09 feet to **POINT OF BEGINNING 1.**

Thence following said easterly line, S00°34'20"W a distance of 20.00 feet;  
Thence leaving said easterly line, N89°13'12"W a distance of 22.64 feet;  
Thence N00°46'48"E a distance of 51.55 feet;  
Thence N42°50'04"W a distance of 20.22 feet;  
Thence N89°13'12"W a distance of 43.37 feet;  
Thence S00°46'48"W a distance of 186.29 feet;  
Thence N89°09'21"W a distance of 915.54 feet;  
Thence N00°28'31"E a distance of 20.00 feet;  
Thence S89°09'21"E a distance of 17.28 feet;  
Thence N00°50'39"E a distance of 27.51 feet;  
Thence S89°09'21"E a distance of 10.00 feet;  
Thence S00°50'39"W a distance of 27.51 feet;  
Thence S89°09'21"E a distance of 203.80 feet;  
Thence N00°50'39"E a distance of 28.95 feet;  
Thence S89°09'21"E a distance of 10.00 feet;  
Thence S00°50'39"W a distance of 28.95 feet;  
Thence S89°09'21"E a distance of 612.53 feet;  
Thence N00°50'39"E a distance of 28.79 feet;  
Thence S89°09'21"E a distance of 10.00 feet;  
Thence S00°50'39"W a distance of 28.79 feet;  
Thence S89°09'21"E a distance of 32.04 feet;  
Thence N00°46'48"E a distance of 186.26 feet to a point hereinafter referred to as "POINT A";  
Thence S89°13'12"E a distance of 71.94 feet;  
Thence S42°50'04"E a distance of 36.79 feet;  
Thence S00°46'48"W a distance of 39.55 feet;  
Thence S89°13'12"E a distance of 2.57 feet to **POINT OF BEGINNING 1.**

Said parcel contains 0.587 acres (25,577 square feet), more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as "POINT A", thence N78°38'58"W a distance of 283.84 feet to the **POINT OF BEGINNING 2**.

Thence N89°13'12"W a distance of 10.00 feet;  
Thence N00°46'48"E a distance of 21.54 feet;  
Thence S89°13'12"E a distance of 10.00 feet to a point hereinafter referred to as "POINT B";  
Thence S00°46'48"W a distance of 21.54 feet to **POINT OF BEGINNING 2**.

Said parcel contains 0.005 acres (215 square feet), more or less.

**TOGETHER WITH:**

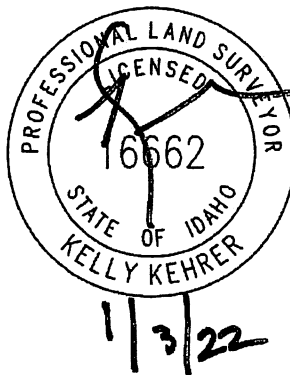
Commencing at a point previously referred to as "POINT B", thence N12°05'24"E a distance of 20.40 feet to **POINT OF BEGINNING 3**.

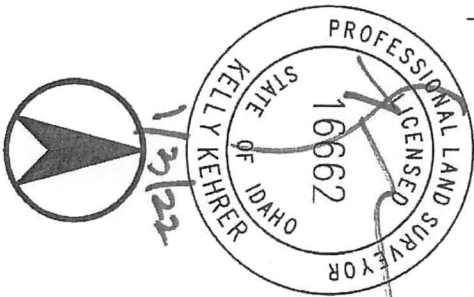
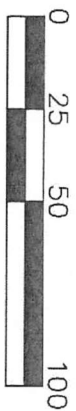
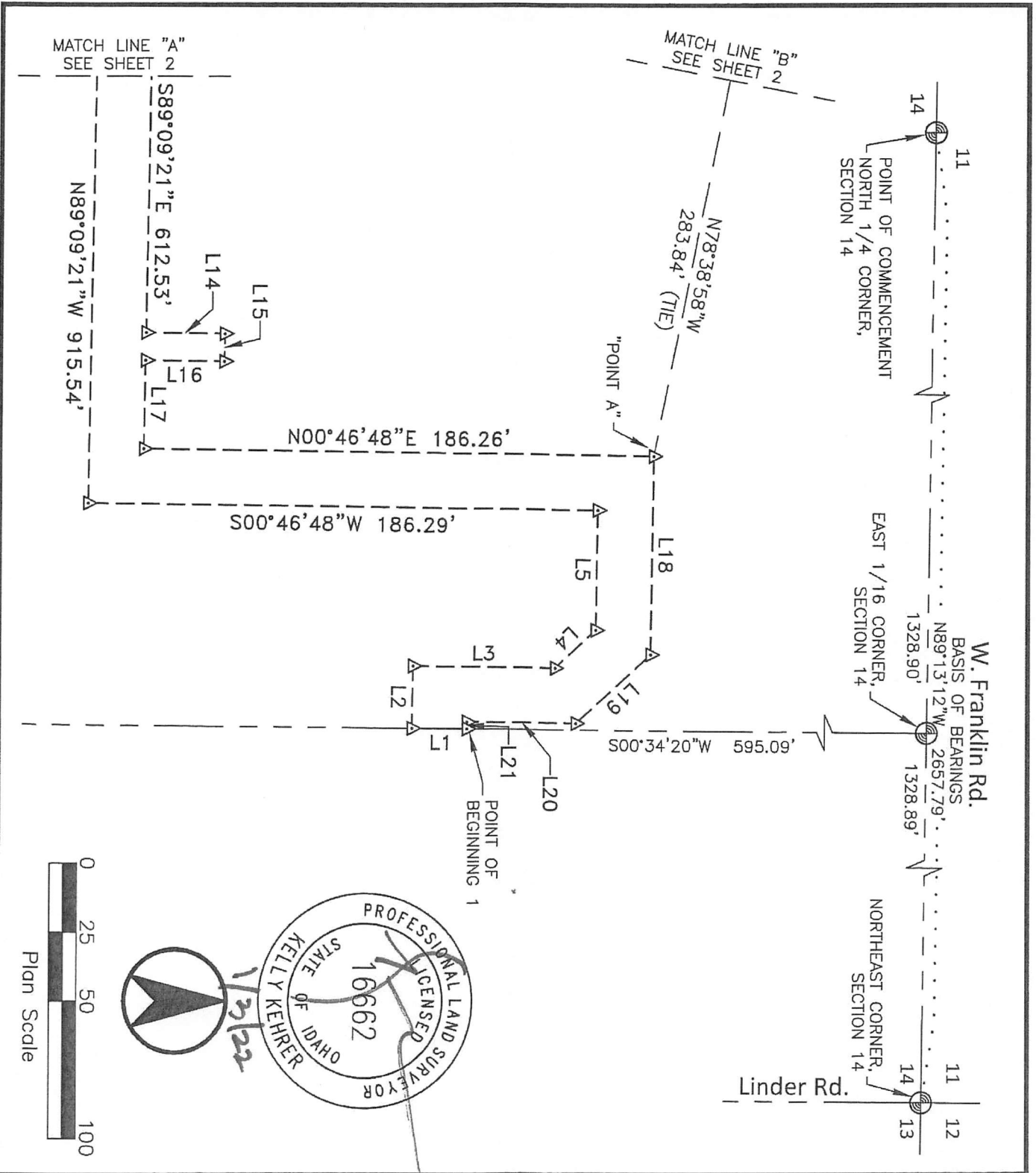
Thence N89°13'12"W a distance of 10.00 feet;  
Thence N00°46'48"E a distance of 17.33 feet;  
Thence S89°13'12"E a distance of 10.00 feet;  
Thence S00°46'48"W a distance of 17.33 feet to **POINT OF BEGINNING 3**.

Said parcel contains 0.004 acres (173 square feet), more or less.

Said description contains a total of 0.596 acres (25,965 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.



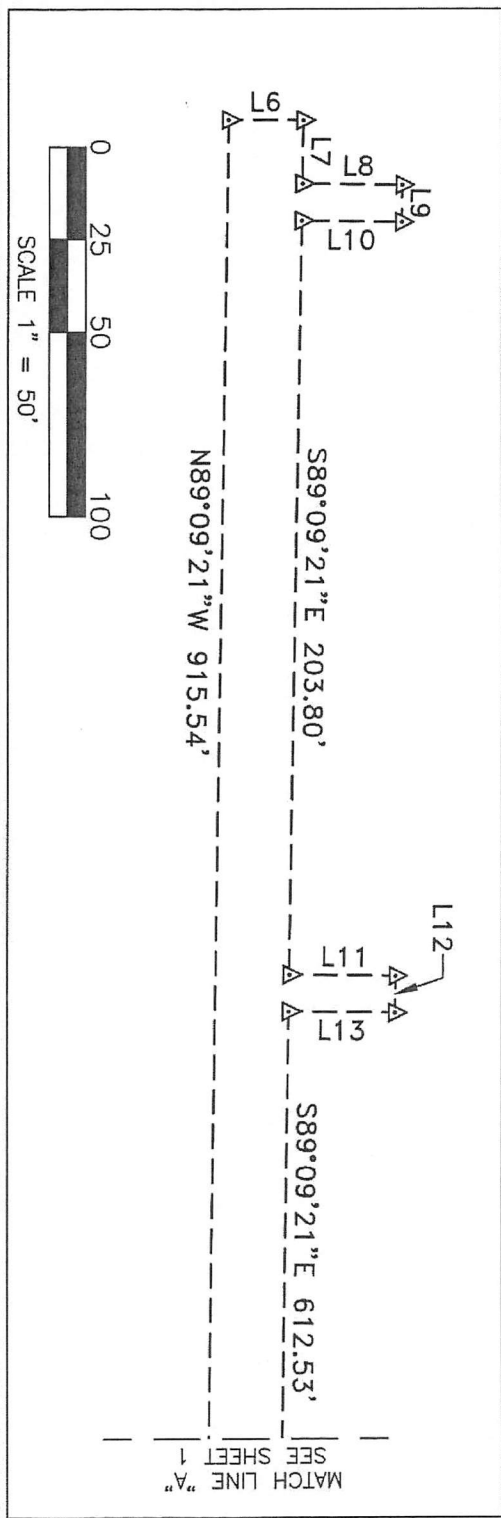
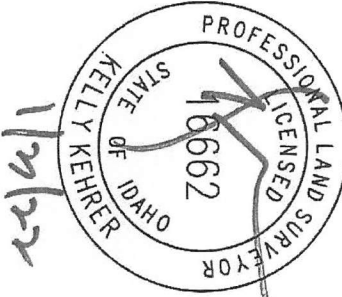
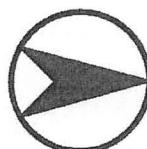
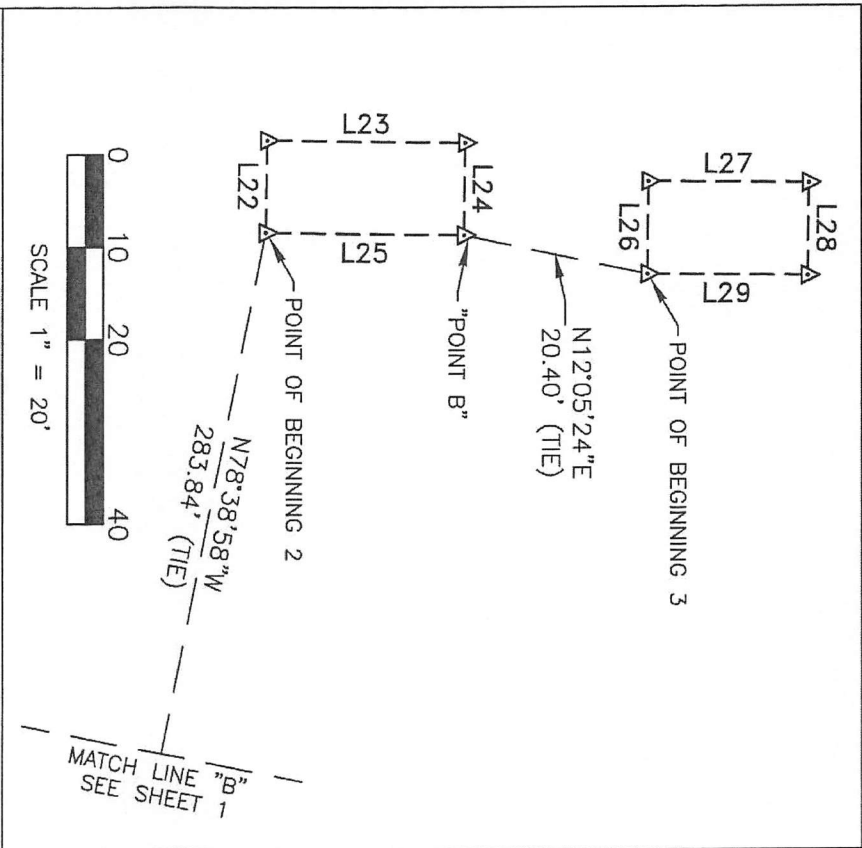


### Exhibit B Suez Water Easement

Situated in a portion of 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, ID

DATE: January 2022  
PROJECT: 20-209  
SHEET: 1 OF 3

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



### Exhibit B Suez Water Easement

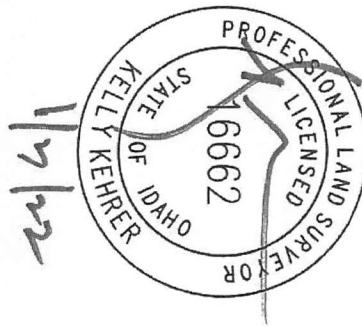
Situated in a portion of the Northwest 1/4 of the Northeast 1/4 of Section 14,  
Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, ID

DATE: January 2022  
PROJECT: 20-209  
SHEET: 2 OF 3






**KMG ENGINEERING**  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
krmengllp.com

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0°34'20"W	20.00
L2	N89°13'12"W	22.64
L3	N0°46'48"E	51.55
L4	N42°50'04"W	20.22
L5	N89°13'12"W	43.37
L6	N0°28'31"E	20.00
L7	S89°09'21"E	17.28
L8	N0°50'39"E	27.51
L9	S89°09'21"E	10.00
L10	S0°50'39"W	27.51
L11	N0°50'39"E	28.95
L12	S89°09'21"E	10.00
L13	S0°50'39"W	28.95
L14	N0°50'39"E	28.79
L15	S89°09'21"E	10.00
L16	S0°50'39"W	28.79
L17	S89°09'21"E	32.04
L18	S89°13'12"E	71.94
L19	S42°50'04"E	36.79
L20	S0°46'48"W	39.55

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S89°13'12"E	2.57
L22	N89°13'12"W	10.00
L23	N0°46'48"E	21.54
L24	S89°13'12"E	10.00
L25	S0°46'48"W	21.54
L26	N89°13'12"W	10.00
L27	N0°46'48"E	17.33
L28	S89°13'12"E	10.00
L29	S0°46'48"W	17.33



**LEGEND**

-  FOUND ALUMINUM CAP
-  CALCULATED POINT
-  SECTION LINE
-  EASEMENT LINE
-  SURVEY TIE LINE

**Exhibit B  
Suez Water Easement**

Situated in a portion of 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, ID

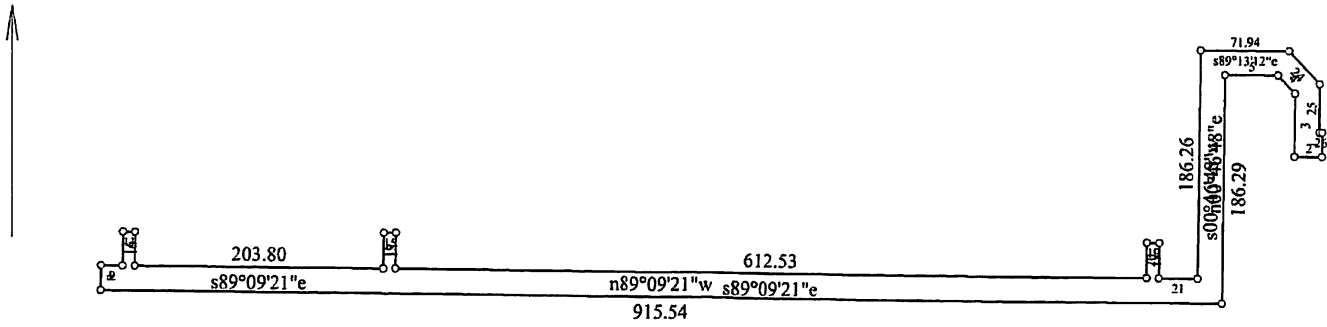
DATE: January 2022  
PROJECT: 20-209

SHEET: 3 OF 3

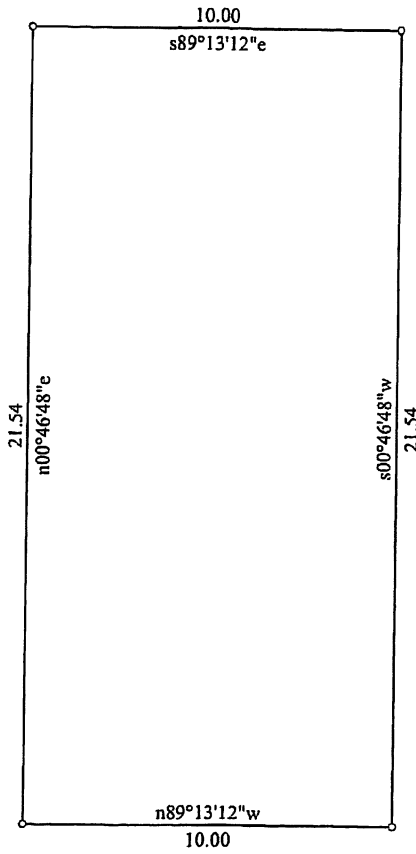


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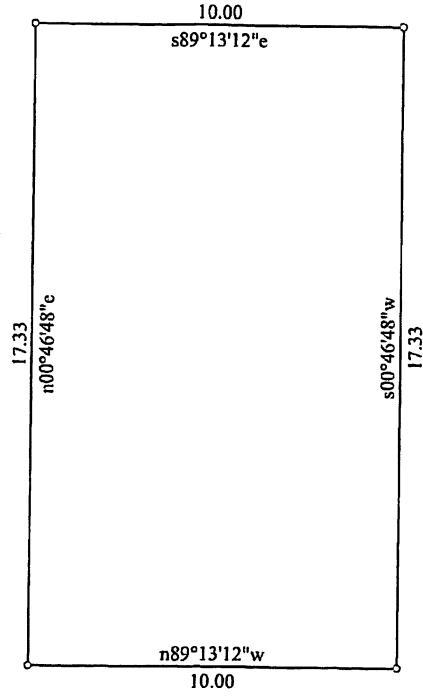




Title:		Date: 01-03-2022
Scale: 1 inch = 150 feet	File:	
Tract 1: 0.587 Acres: 25577 Sq Feet: Closure = n53.0453w 0.01 Feet: Precision = 1/349833: Perimeter = 2683 Feet		
001=s00.3420w 20.00	010=n00.5039e 27.51	019=s89.0921e 10.00
002=n89.1312w 22.64	011=s89.0921e 10.00	020=s00.5039w 28.79
003=n00.4648e 51.55	012=s00.5039w 27.51	021=s89.0921e 32.04
004=n42.5004w 20.22	013=s89.0921e 203.80	022=n00.4648e 186.26
005=n89.1312w 43.37	014=n00.5039e 28.95	023=s89.1312e 71.94
006=s00.4648w 186.29	015=s89.0921e 10.00	024=s42.5004e 36.79
007=n89.0921w 915.54	016=s00.5039w 28.95	025=s00.4648w 39.55
008=n00.2831e 20.00	017=s89.0921e 612.53	026=s89.1312e 2.57
009=s89.0921e 17.28	018=n00.5039e 28.79	



Title:		Date: 01-03-2022
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.005 Acres: 215 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 63 Feet		
001=n89.1312w 10.00	003=s89.1312e 10.00	
002=n00.4648e 21.54	004=s00.4648w 21.54	



Title:		Date: 01-03-2022
Scale: 1 inch = 5 feet	File:	
Tract 1: 0.004 Acres: 173 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 55 Feet		
001=n89.1312w 10.00	003=s89.1312e 10.00	
002=n00.4648e 17.33	004=s00.4648w 17.33	