

ESMT-2023-0016 Ten Mile Storage

Water Main Easement Number: ____

WATER MAIN EASEMENT

THIS Easement Agreement, made this 7th day of February, 20 23 between SCS Brighton Ten Mile Storage 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.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

SCS BRIGHTON TEN MILE STORAGE LLC
an Idaho limited liability company

By: Brighton Corporation, an Idaho corporation,
Manager

By:

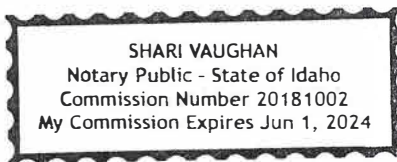
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 26th day of January, 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 Ten Mile storage 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.

(stamp)



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

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-7-2023

Attest by Chris Johnson, City Clerk 2-7-2023

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

This record was acknowledged before me on 2-7-2023 (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 Signature
My Commission Expires: _____

January 24, 2023
Project No. 20-209
Water Easement
Legal Description

Exhibit A

A parcel of land for a Water Easement over a portion of Lot 4, Block 1 of Frontline Subdivision (Book 124 of Plats, pages 19876-19879), situated in the 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 347.83 feet;

Thence leaving said northerly line, S00°46'48"W a distance of 686.66 feet to the **POINT OF BEGINNING**.

Thence S89°09'21"E a distance of 5.00 feet to an existing Water Main Easement as described per Instrument No. 2022-006436;

Thence following said existing Water Main Easement the following two (2) courses:

1. S00°50'39"W a distance of 27.51 feet;
2. N89°09'21"W a distance of 5.00 feet;

Thence leaving said existing Water Main Easement, N00°50'39"E a distance of 27.51 feet to the **POINT OF BEGINNING**.

Said parcel contains 138 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

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



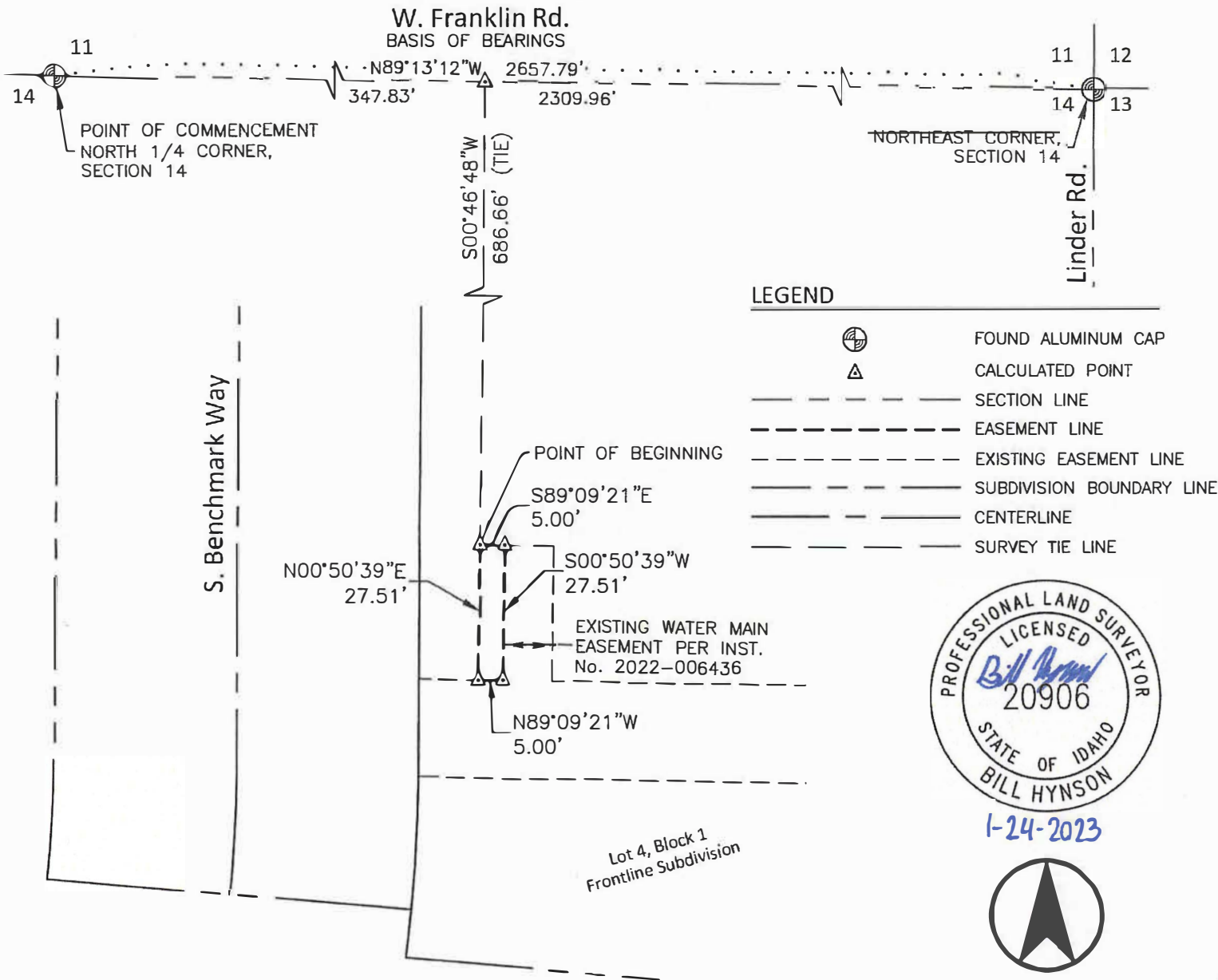


Exhibit B Water Easement

A portion of Lot 4, Block 1 of Frontline Subdivision, situated in the NW 1/4 of the NE 1/4 of Section 14, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, ID

DATE: January 2023
PROJECT: 20-209
SHEET: 1 OF 1

km
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