

ESTM-2022-0148 TM Crossing Subdivision No. 5
Sanitary Sewer and Water Main Easement NO. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 5th day of April 20 22 between SCS Investments LLC, DWT Investments LLC and BVB Ten Mile Crossing Annex 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, 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 INVESTMENTS LLC
an Idaho limited liability company


By: 
Michael A. Hall, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 10th day of August, in the year 2021, before me a Notary Public of said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS Investments 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.




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

DWT INVESTMENTS LLC
an Idaho limited liability company

By: Brighton Corporation, an Idaho corporation,
Manager

By: 
Robert L. Phillip, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 10th day of August, in the year of 2021, 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 DWT INVESTMENTS 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.




Notary Public for Idaho
My Commission expires 6-1-2024

BVB TEN MILE CROSSING ANNEX, LLC
An Idaho limited liability company

By: BV Management Services, Inc., Manager

By: 

Cortney Liddiard, President

STATE OF IDAHO)


:ss.

County of Bonneville)

On this 3rd day of August, in the year 2021, before me a Notary Public of said State, personally appeared Cortney Liddiard, known or identified to me to be the President of BV Management Services, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official set the day and year in this certificate first written above.





Notary Public for Idaho
My Commission expires: 4-12-2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-5-2022

Attest by Chris Johnson, City Clerk 4-5-2022

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

This record was acknowledged before me on 4-5-2022 (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: _____

March 15, 2022
Project No. 21-050
TM Crossing Subdivision No. 5
City of Meridian Water and Sewer Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water and Sewer Easement situated in a portion of the Southwest 1/4 of the Northwest 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 West 1/4 corner of said Section 14, which bears N89°11'30"W a distance of 2,656.47 feet from a found aluminum cap marking the Center 1/4 corner of said Section 14;

Thence following the southerly line of said Southwest 1/4, S89°11'30"E a distance of 348.37 feet to a point;
Thence leaving said southerly line, N00°48'30"E a distance of 19.40 feet to the **POINT OF BEGINNING**.

Thence N89°11'30"W a distance of 90.32 feet;
Thence S00°48'26"W a distance of 15.52 feet;
Thence N89°11'34"W a distance of 20.50 feet;
Thence N00°48'26"E a distance of 207.08 feet;
Thence S89°11'34"E a distance of 20.00 feet;
Thence N00°48'26"E a distance of 12.57 feet;
Thence N08°47'45"E a distance of 50.42 feet;
Thence S81°12'15"E a distance of 21.00 feet;
Thence S08°47'45"W a distance of 48.95 feet;
Thence S00°48'26"W a distance of 185.19 feet;
Thence S89°11'34"E a distance of 69.82 feet;
Thence S00°48'30"W a distance of 17.48 feet to the **POINT OF BEGINNING**.

Said parcel contains 10,685 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:\121-050\CAD\SURVEY\EXHIBITS\121-050 CITY OF MERIDIAN WATER AND SEWER EASEMENT DWT.DWG. AARON BALLARD, 3/15/2022, \\KMEBOIDC1\TOSHIBA E-STUDIO0807, ---

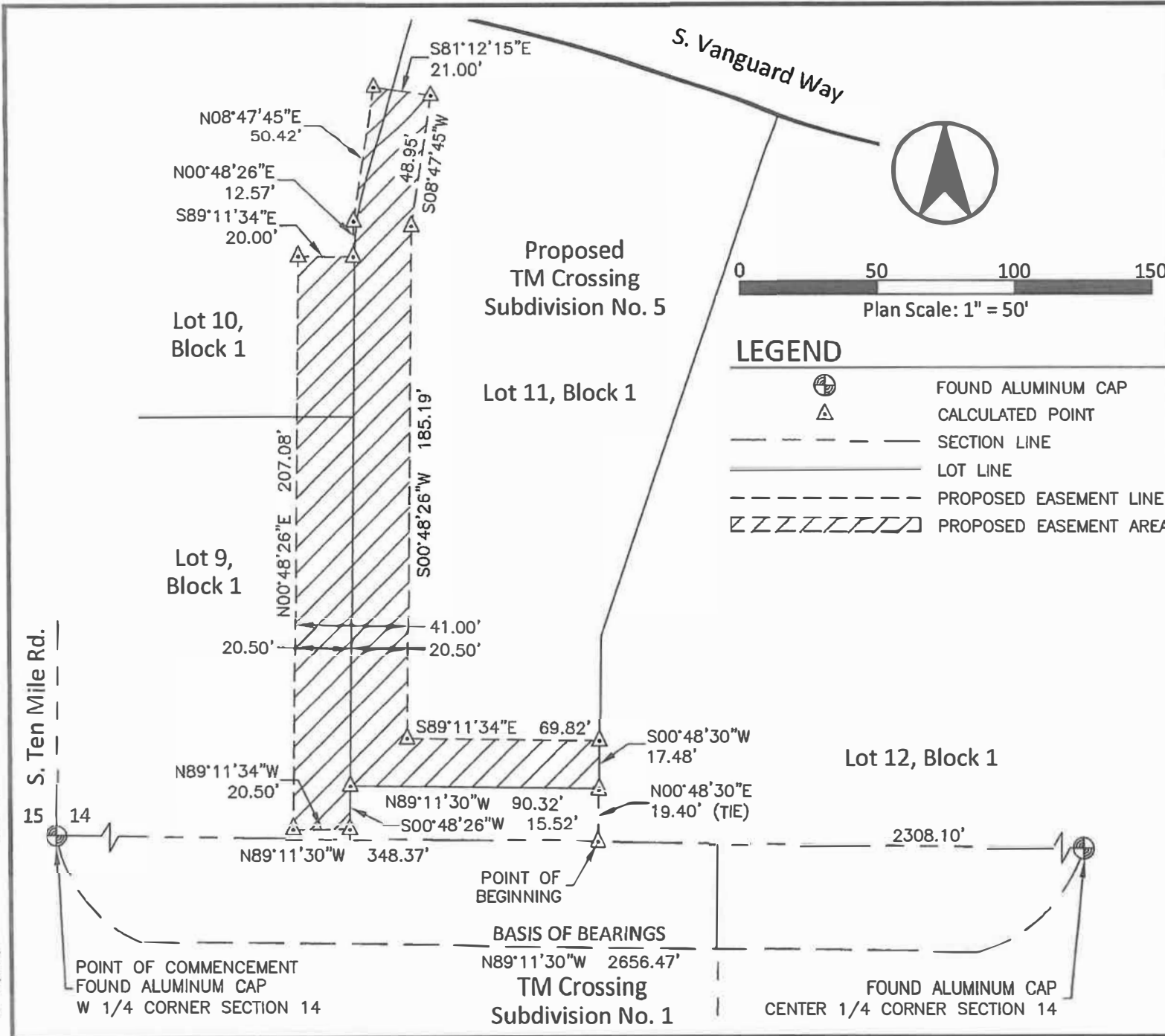


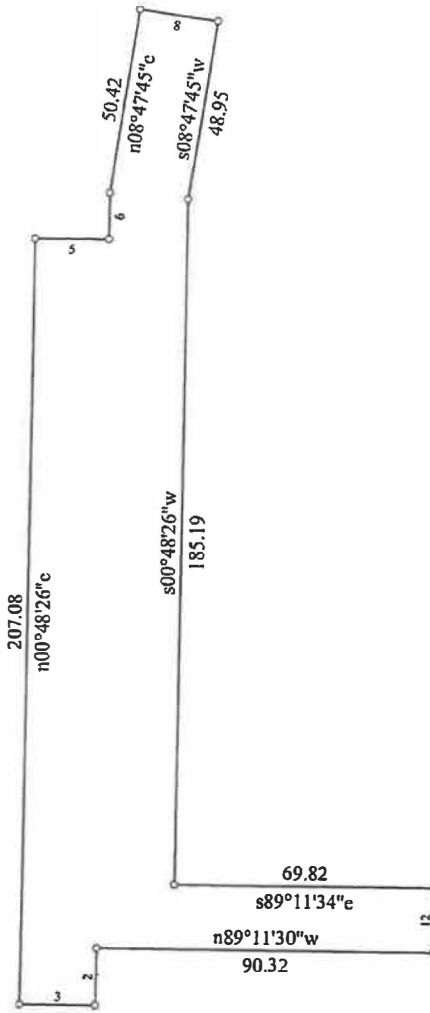
Exhibit B
City of Meridian Water Easement

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

DATE: MARCH 2022
PROJECT: 21-050

SHEET: 1 OF 1

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



Title: Water and Sewer Easement - DWT		Date: 03-15-2022
Scale: 1 inch = 50 feet	File:	
Tract 1: 0.245 Acres: 10685 Sq Feet: Closure = n08.2907w 0.00 Feet: Precision = 1/737676: Perimeter = 759 Feet		
001=n89.1130w 90.32	006=n00.4826e 12.57	011=s89.1134e 69.82
002=s00.4826w 15.52	007=n08.4745e 50.42	012=s00.4830w 17.48
003=n89.1134w 20.50	008=s81.1215e 21.00	
004=n00.4826e 207.08	009=s08.4745w 48.95	
005=s89.1134e 20.00	010=s00.4826w 185.19	