

ESMT-2022-0112 Apex Southeast Subdivision No. 3
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of _____ 20__ between SCS Investments LLC and DWT Investments 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]

GRANTORS:

SCS INVESTMENTS LLC
an Idaho limited liability company

By: *[Signature]*
Michael A. Hall, President

DWT INVESTMENTS LLC
an Idaho limited liability company

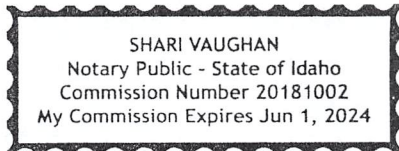
By: Brighton Corporation, an Idaho
corporation, Manager

By: *[Signature]*
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 21 day of January, in the year 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 DWT Investments LLC, the company that executed the instrument of 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.

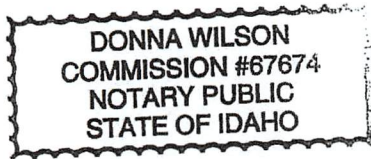


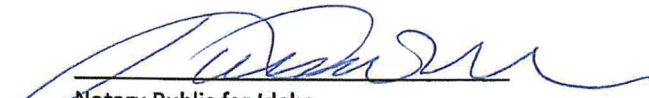
[Signature]
Notary Public for Idaho
My Commission expires: 6-1-2024

STATE OF IDAHO)
 :ss.
County of Ada)

On this 20 day of January, in the year of 2022, 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 above written.




Notary Public for Idaho
My Commission expires 5.6.2022

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 Signature

My Commission Expires:_____

January 6, 2022
Apex Southeast Subdivision No. 3
Project No. 21-025
Legal Description
City of Meridian Sewer & Water Easement

Exhibit A

Parcels of land for a City of Meridian sewer and water easement situated in a portion of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a 5/8-inch rebar marking the Center-West 1/16 corner of said Section 5, which bears S00°01'43"E a distance of 2,672.87 feet from a found aluminum cap marking the Northeast corner of Government Lot 4 of Section 5;
Thence following the westerly line of said Southeast 1/4 of the Northwest 1/4, N00°01'43"W a distance of 57.50 feet to a 1/2-inch rebar;
Thence leaving said westerly line and following the northerly right-of-way line of proposed E. Via Roberto St., N89°52'38"W a distance of 185.71 feet to **POINT OF BEGINNING 1.**

Thence following said northerly right-of-way line, N89°52'38"W a distance of 30.00 feet;
Thence leaving said northerly right-of-way line, N00°06'18"W a distance of 14.00 feet;
Thence N00°06'18"W a distance of 116.71 feet to a point hereinafter referred to as Point "A";
Thence N89°53'42"E a distance of 5.99 feet;
Thence 24.38 feet along the arc of a circular curve to the left, said curve having a radius 80.00 feet, a delta angle of 17°27'44", a chord bearing of N81°09'50"E and a chord distance of 24.29 feet;
Thence S00°06'18"E a distance of 120.51 feet;
Thence S00°06'18"E a distance of 14.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 3,952 square feet, more or less.

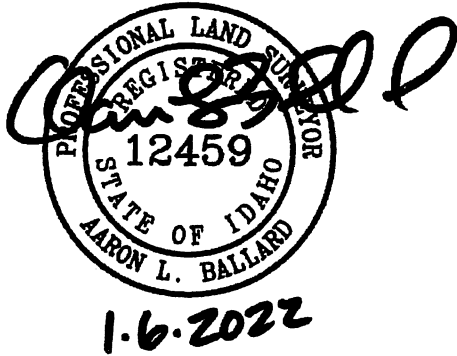
Commencing at a point previously referred to as Point "A", thence N86°31'33"W a distance of 929.10 to **POINT OF BEGINNING 2.**

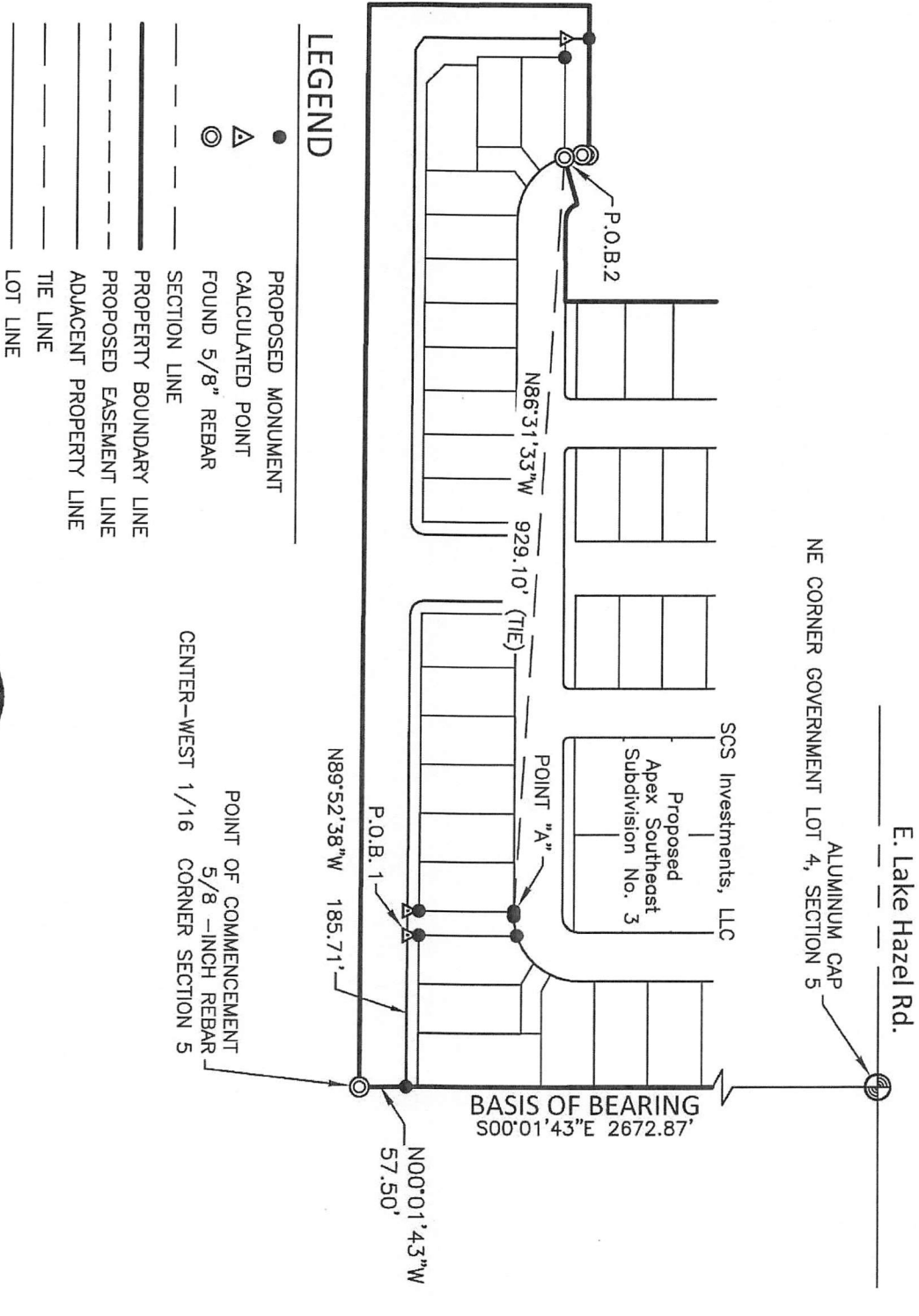
Thence S89°53'42"W a distance of 123.10 feet;
Thence S89°53'42"W a distance of 23.00 feet;
Thence N00°04'35"W a distance of 30.00 feet;
Thence N89°53'42"E a distance of 143.00 feet;
Thence S00°04'35"E a distance of 7.96 feet;
Thence 22.33 feet along the arc of a circular curve to the left, said curve having a radius of 80.00 feet, a delta angle of 15°59'26", a chord bearing of S8°04'18"E and a chord distance of 22.25 feet to **POINT OF BEGINNING 2.**

Said parcel contains 4,313 square feet, more or less.

Said description contains a total of 8,265 total square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

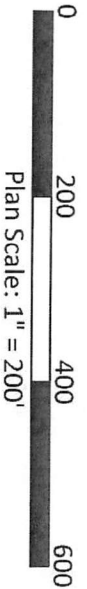
Attached hereto is Exhibit B and by this reference is made a part hereof.





LEGEND

- PROPOSED MONUMENT
- ▲ CALCULATED POINT
- ⊙ FOUND 5/8" REBAR
- SECTION LINE
- PROPERTY BOUNDARY LINE
- PROPOSED EASEMENT LINE
- ADJACENT PROPERTY LINE
- TIE LINE
- LOT LINE

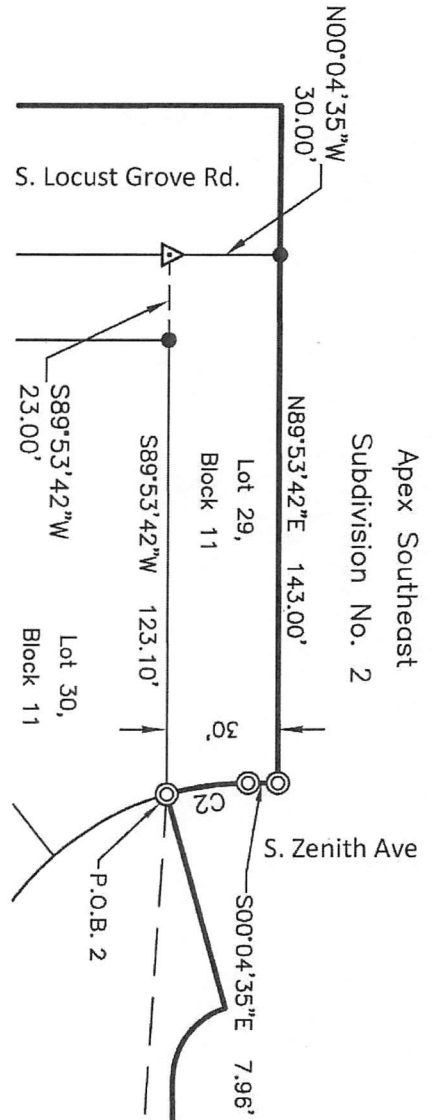


**Exhibit B - City of Meridian Sewer and Water Easement
Apex Southeast Subdivision No. 3**

Situated in a portion of the SW 1/4 of NW 1/4
Section 5, T2N., R1E., B.M., City of Meridian, Ada County, ID

DATE: January 2022
PROJECT: 21-025
SHEET: 1 OF 2

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



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	80.00'	24.38'	17°27'44"	N81°09'50"E	24.29'
C2	80.00'	22.33'	15°59'26"	S8°04'18"E	22.25'

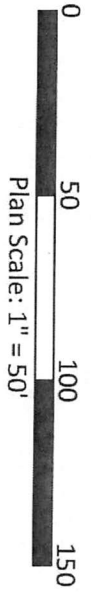
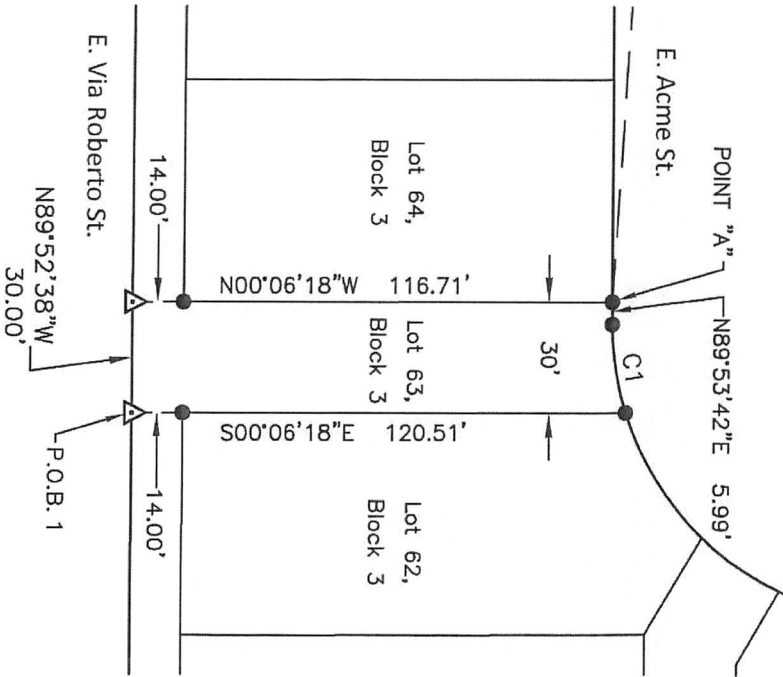


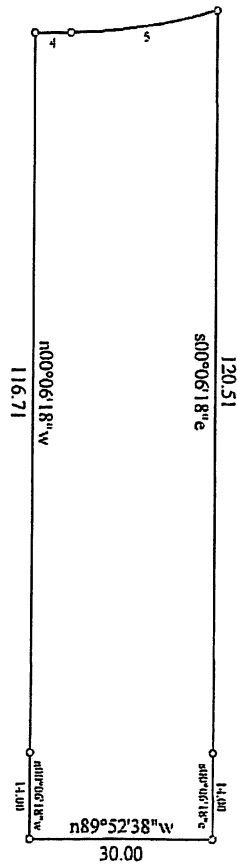
Exhibit B - City of Meridian Sewer and Water Easement
Apex Southeast Subdivision No. 3

Situated in a portion of the SW 1/4 of NW 1/4
Section 5, T2N., R1E., B.M., City of Meridian, Ada County, ID

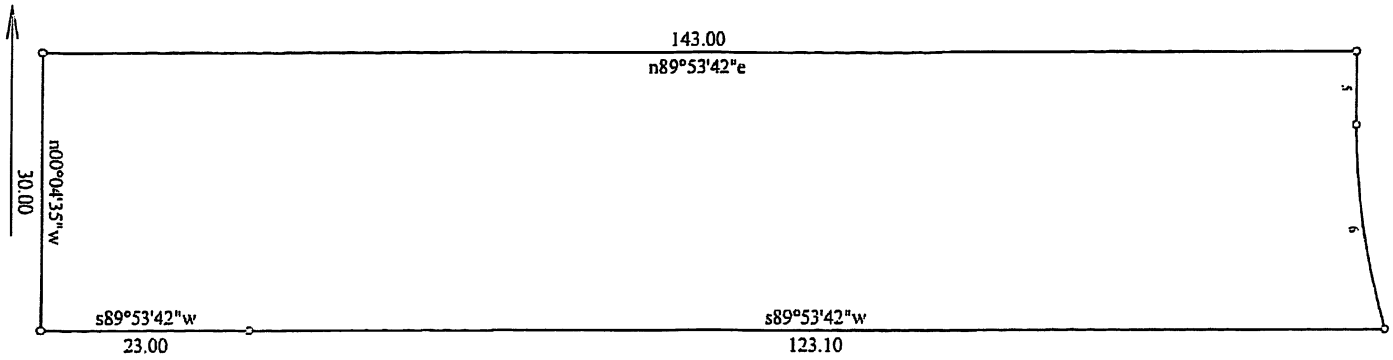
DATE: January 2022
PROJECT: 21-025
SHEET: 2 OF 2

km ENGINEERING

5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 539-5939
kmengllp.com



Title:		Date: 01-04-2022
Scale: 1 inch = 30 feet	File: Deed Plotter.des	
Tract 1: 0.091 Acres: 3952 Sq Feet: Closure = s30.5248e 0.01 Feet: Precision =1/46141: Perimeter = 326 Feet		
001=n89.5238w 30.00	004=n89.5342e 5.99	007=s00.0618e 14.00
002=n00.0618w 14.00	005: Lt, R=80.00, Delta=17.2744 Bng=n81.0950e, Chd=24.29	
003=n00.0618w 116.71	006=s00.0618e 120.51	



Title:		Date: 01-04-2022
Scale: 1 inch = 20 feet	File: Deed Plotter.des	
Tract 1: 0.099 Acres: 4313 Sq Feet: Closure = s88.1921e 0.00 Feet: Precision =1/76432: Perimeter = 349 Feet		
001=s89.5342w 123.10	004=n89.5342e 143.00	
002=s89.5342w 23.00	005=s00.0435e 7.96	
003=n00.0435w 30.00	006: Lt, R=80.00, Delu=15.5926 Eng=s8.0418e, Chd=22.25	