ESMT-2023-0024 Apex Northwest Subdivision No. 3 Sanitary Sewer and Water Main Easement No. 2

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made to	this day o <u>f</u>	<u>20 </u>	between
scs 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-ofway 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 rightof-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 INVESTMENTS LLC an Idaho limited liability company Michael A. Hall, President STATE OF IDAHO)) ss County of Ada before me on 2-13-23 (date) acknowledged This record was Michael A. Hall (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity on behalf of SCS Investments LLC (name of entity on behalf of whom record was executed), in the following representative capacity:_____ President of authority such as officer or trustee) DONNA WILSON COMMISSION #67674 **NOTARY PUBLIC** Notary Signature

STATE OF IDAHO

My Commission Expires: 5 6 300

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 Robert E. Simison and Chris Johnson their capacities as Mayor and City Clerk, res	on behalf of the City of Meridian, in
(stamp)	
Notary S My Com	ignature mission Expires:



February 10, 2023 Apex Northwest Subdivision No. 3 Project No. 22-054 Legal Description City of Meridian Water and Sewer Easement

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 Southeast 1/4 of Section 31, Township 3 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-South 1/16 corner of Section 31, which bears N00°16′52″E a distance of 1,342.44 feet from a 5/8-inch rebar marking the South 1/4 corner of said Section 31, thence following the northerly line of said Southwest 1/4 of the Southeast 1/4, S89°52′08″E a distance of 638.62 feet;

Thence leaving said northerly line, S00°07′52″W a distance of 43.75 feet to POINT OF BEGINNING 1.

Thence S89°42′21″E a distance of 20.00 feet to the westerly boundary of proposed Apex Northwest Subdivision No. 3;

Thence following said proposed westerly boundary, S00°17′39″W a distance of 37.00 feet to a point hereinafter referred to as Point "A";

Thence leaving said proposed westerly boundary, N89°42′21"W a distance of 569.06 feet;

Thence N60°12′15″W a distance of 27.30 feet to the easterly line of an existing sanitary sewer easement per Instrument No. 2020-008699 (records of Ada County, Idaho);

Thence following said easterly line, NO2°30′05″E a distance of 5.16 feet;

Thence following said easterly line, N30°45′16″W a distance of 70.53 feet to the northerly line of said Southwest 1/4 of the Southeast 1/4;

Thence leaving said easterly line and following said northerly line, S89°52'08"E a distance of 2.69 feet;

Thence leaving said northerly line, S36°35'46"E a distance of 51.42 feet;

Thence S60°12'15"E a distance of 36.35 feet;

Thence S89°42'21"E a distance of 543.80 feet;

Thence N00°17'39"E a distance of 17.00 feet to POINT OF BEGINNING 1.

Said easement contains 12,619 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence S03°51′14"W a distance of 263.51 feet to **POINT OF BEGINNING 2.**

Thence S89°42′21″E a distance of 30.00 feet to the westerly boundary of proposed Apex Northwest Subdivision No. 3;

Thence following said proposed westerly boundary, S00°17'39"W a distance of 31.00 feet;

Thence leaving said proposed westerly boundary, N89°42′21W a distance of 30.00 feet to a point hereinafter referred to as Point "B";

Thence N00°17′36″E a distance of 31.00 feet to POINT OF BEGINNING 2.

Said easement contains 930 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "B", thence S02°29'09"E a distance of 289.34 feet to **POINT OF BEGINNING 3.**

Thence S89°42′21″E a distance of 21.70 feet to the westerly boundary of proposed Apex Northwest Subdivision No. 3;

Thence following said proposed westerly boundary, S00°17′39″W a distance of 20.00 feet; Thence leaving said proposed westerly boundary, N89°42′21″W a distance of 21.70 feet; Thence N00°17′39″E a distance of 20.00 feet;

Said easement contains 434 square feet, more or less.

Said descriptions contain a total of 13,983 square feet, more or less.

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





