

ESMT-2022-0139 TM Frontline Subdivision  
Sanitary Sewer and Water Main Easement No. 1

**SANITARY SEWER AND WATER MAIN EASEMENT**

This Easement agreement, made this 22nd day of March 2022 between SCS TM Creek, 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:**

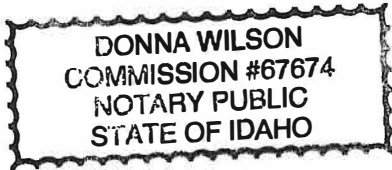
SCS TM CREEK LLC  
an Idaho limited liability company

By: SCS Management LLC, an Idaho  
limited liability company  
It's Manager

By: *Michael A. Hall*  
Michael A. Hall, President

STATE OF IDAHO )  
                          : ss.  
County of Ada     )

This record was acknowledged before me on March 9, 2022, by Michael A. Hall, as the President of SCS Management LLC, an Idaho limited liability company, manager of SCS TM Creek LLC, an Idaho limited liability company.



*Donna Wilson*  
Notary Public for Idaho  
My Commission Expires: 5.6.2022

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 3-22-2022

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 3-22-2022

STATE OF IDAHO, )

: ss.

County of Ada )

This record was acknowledged before me on 3-22-2022 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

\_\_\_\_\_  
Notary Signature  
My Commission Expires: 3-28-2022

March 8, 2022  
Project No. 20-208  
City of Meridian Sewer and Water Easement  
SCS TM Creek LLC  
Legal Description

Exhibit A

A parcel of land for a City of Meridian Sewer and 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 222.84 feet; Thence leaving said northerly line, S00°46'48"W a distance of 276.36 feet to **POINT OF BEGINNING 1.**

Thence S89°13'12"E a distance of 18.51 feet to the easterly boundary line of a parcel of land as described in Special Warranty Deed per Inst. No. 2018-039705;

Thence following said easterly boundary line, S47°53'14"E a distance of 23.88 feet;

Thence leaving said easterly boundary line, S00°28'31"W a distance of 14.23 feet;

Thence N89°13'12"W a distance of 36.51 feet to a point hereinafter referred to as "POINT A";

Thence N00°46'48"E a distance of 30.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 952 square feet, more or less.

**TOGETHERWITH:**

Commencing at a point previously referred to as "POINT A", thence S00°25'43"W a distance of 195.41 feet to **POINT OF BEGINNING 2.**

Thence S89°13'12"E a distance of 36.36 feet;

Thence S00°28'31"W a distance of 30.00 feet;

Thence N89°13'12"W a distance of 36.51 feet;

Thence N00°46'48"E a distance of 30.00 feet to **POINT OF BEGINNING 2.**

Said parcel contains 1,093 square feet, more or less

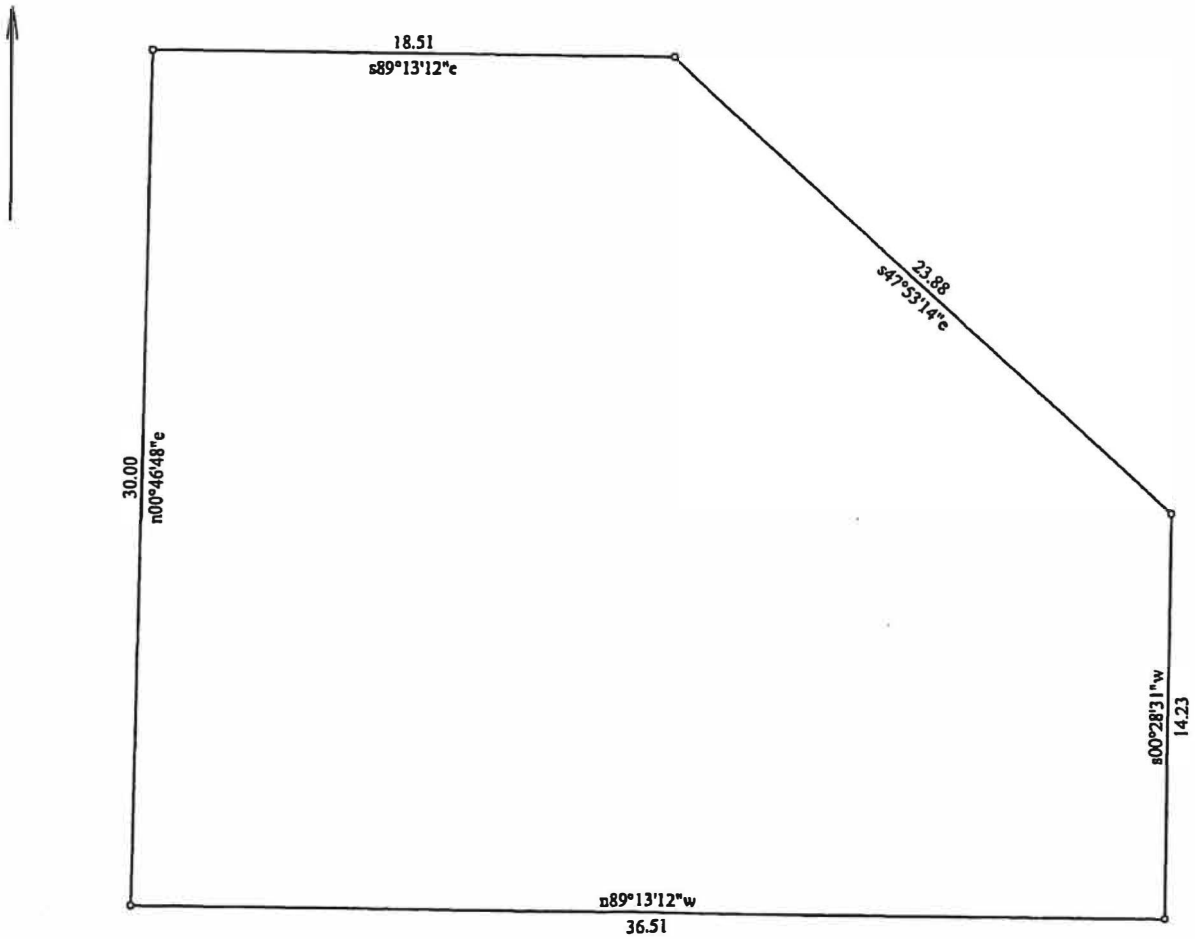
Said description contains a total of 2,045 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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 in.

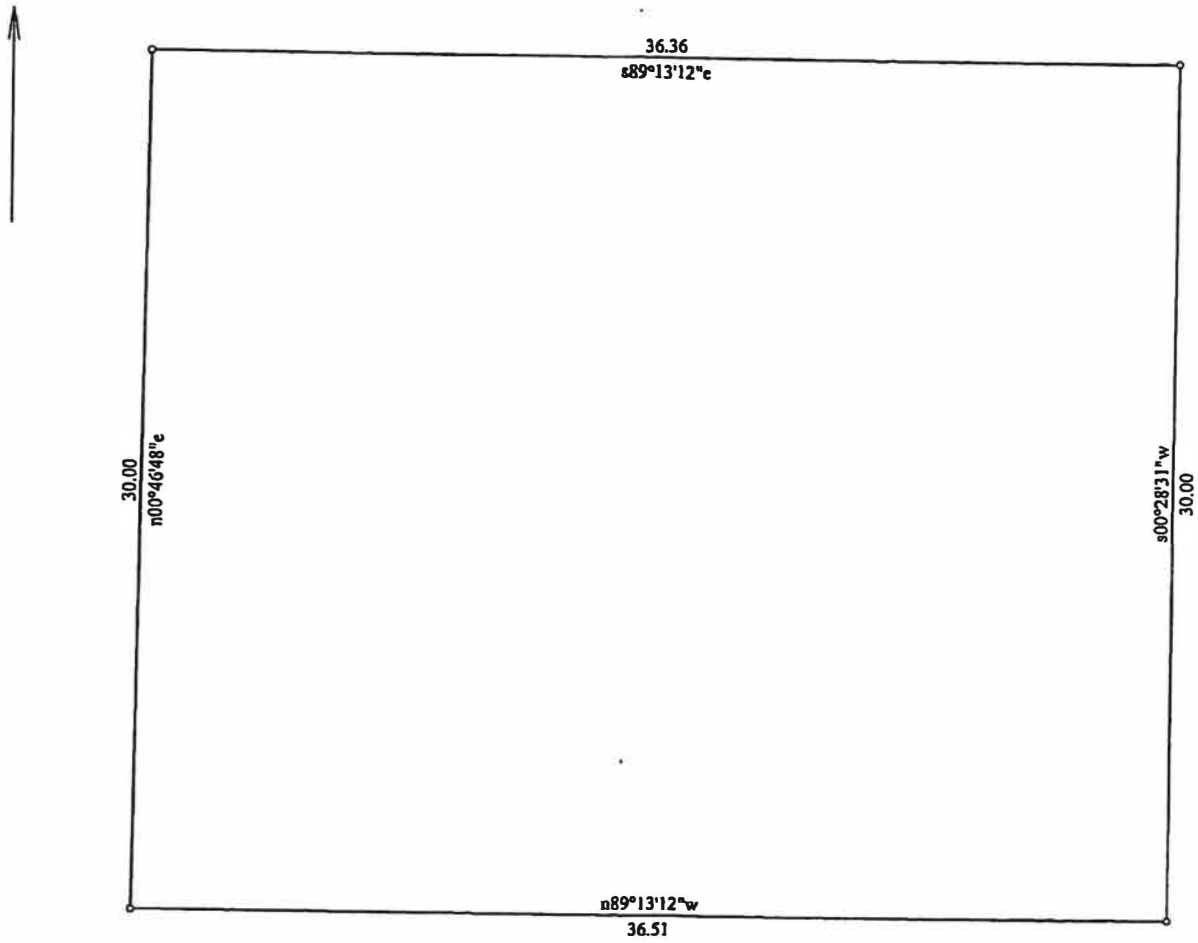
Attached hereto is Exhibit B and by this reference is made a part hereof.







Title: SCS TM Creek LLC Sewer and Water Easement		Date: 03-08-2022
Scale: 1 inch = 6 feet	File: Deed Plotter (1).des	
Tract 1: 0.022 Acres: 952 Sq Feet: Closure = n81.4424w 0.01 Feet: Precision = 1/17826: Perimeter = 123 Feet		
001=s89.1312e 18.51	003=s00.2831w 14.23	005=n00.4648e 30.00
002=s47.5314e 23.88	004=n89.1312w 36.51	



Title: SCS TM Creek LLC		Date: 03-08-2022
Scale: 1 inch = 6 feet	File: Deed Plotter (1).des	
Tract 1: 0.025 Acres: 1093 Sq Feet: Closure = s88.1412w 0.01 Feet: Precision = 1/13897: Perimeter = 133 Feet		
001=s89.1312e 36.36	003=n89.1312w 36.51	
002=s00.2831w 30.00	004=n00.4648e 30.00	