

Project Name (Subdivision): TM Creek Subdivision
Sanitary Sewer & Water Main Easement Number: 1
Identify this Easement by sequential number if Project contains more than one easement of this type. (See Instructions for additional information).

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20____ between SCS TM Creek 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, its 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 shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

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.

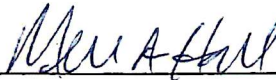
IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

SCS TM CREEK LLC

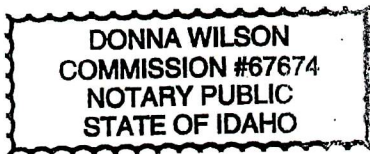
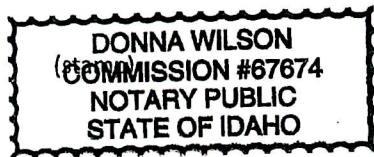
By: SCS Management LLC, an Idaho limited
liability company
It's Manager

By: 
Michael A. Hall, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 26 day of April, in the year 2023, before me a Notary Public of said State, personally appeared Michael A. Hall, known or identified to me to be the President of SCS Management LLC, the Manager of SCS TM Creek 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 Signature
My Commission Expires: 5.6.2028

GRANTOR:

DWT Investments LLC

By: Brighton Corporation, an Idaho corporation,
Its Manager

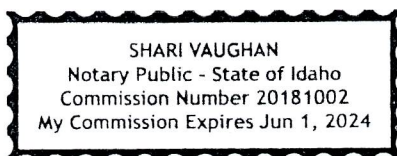
By: 
Robert L. Phillips, President

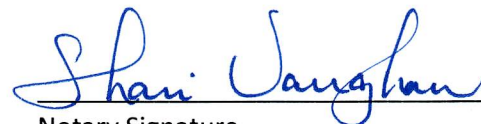
STATE OF IDAHO)
 :SS.
County of Ada)

On this 15th day of June, in the year 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 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 written above.

(stamp)




Notary Signature
My Commission Expires: 6-1-2024

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.

(stamp)

Notary Signature

My Commission Expires: _____

April 25, 2023
Project No.: 22-244
TM Creek Subdivision
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

A parcel of land for a sewer and water easement situated in a portion of the North 1/2 of Section 14, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the North 1/4 corner of said Section 14, which bears S89°09'27"E a distance of 2,657.99 feet from a brass cap marking the Northwest corner of said Section 14, thence S67°29'08"W a distance of 559.78 feet to the **POINT OF BEGINNING**.

Thence S89°26'19"E a distance of 242.09 feet;
Thence N00°33'41"E a distance of 16.00 feet;
Thence S89°26'19"E a distance of 20.00 feet;
Thence S00°33'41"W a distance of 16.00 feet;
Thence S89°26'19"E a distance of 75.77 feet;
Thence S66°56'19"E a distance of 68.65 feet;
Thence S44°24'29"E a distance of 141.18 feet;
Thence N45°35'31"E a distance of 96.85 feet;
Thence S89°24'29"E a distance of 39.07 feet;
Thence N00°35'31"E a distance of 96.07 feet;
Thence S89°24'29"E a distance of 30.00 feet;
Thence S00°35'31"W a distance of 96.07 feet;
Thence S89°24'29"E a distance of 98.11 feet to the northwest corner of an existing City of Meridian Sewer and Water Easement per Instrument No. 2022-029339;
Thence following the westerly line of said existing easement, S00°46'48"W a distance of 30.00 feet;
Thence leaving said westerly line, N89°24'29"W a distance of 168.80 feet;
Thence S45°35'31"W a distance of 74.42 feet;
Thence S44°24'29"E a distance of 121.00 feet;
Thence N45°35'31"E a distance of 21.00 feet;
Thence S44°24'29"E a distance of 31.00 feet;
Thence S45°35'31"W a distance of 21.00 feet;
Thence S44°24'29"E a distance of 46.76 feet;
Thence S89°24'29"E a distance of 81.44 feet to the northerly extension of the westerly line of said existing easement;
Thence following said westerly easement line and the northerly and southerly extensions thereof, S00°46'48"W a distance of 35.00 feet;
Thence leaving said southerly extension of the westerly easement line, N89°24'29"W a distance of 90.17 feet;
Thence N44°24'29"W a distance of 106.26 feet;
Thence N45°35'31"E a distance of 11.00 feet;
Thence N44°24'29"W a distance of 111.00 feet;
Thence S45°35'31"W a distance of 60.50 feet;

Thence S44°24'29"E a distance of 21.50 feet;
Thence S45°35'31"W a distance of 10.00 feet;
Thence N44°24'29"W a distance of 21.50 feet;
Thence S45°35'31"W a distance of 15.00 feet;
Thence N44°24'29"W a distance of 20.00 feet;
Thence N45°35'31"E a distance of 85.50 feet;
Thence N44°24'29"W a distance of 137.20 feet;
Thence N66°56'19"W a distance of 60.69 feet;
Thence N89°26'19"W a distance of 88.91 feet;
Thence S00°33'41"W a distance of 16.25 feet;
Thence N89°26'19"W a distance of 244.98 feet;
Thence N00°33'41"E a distance of 36.25 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 0.825 acres, 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.



4.25.2023

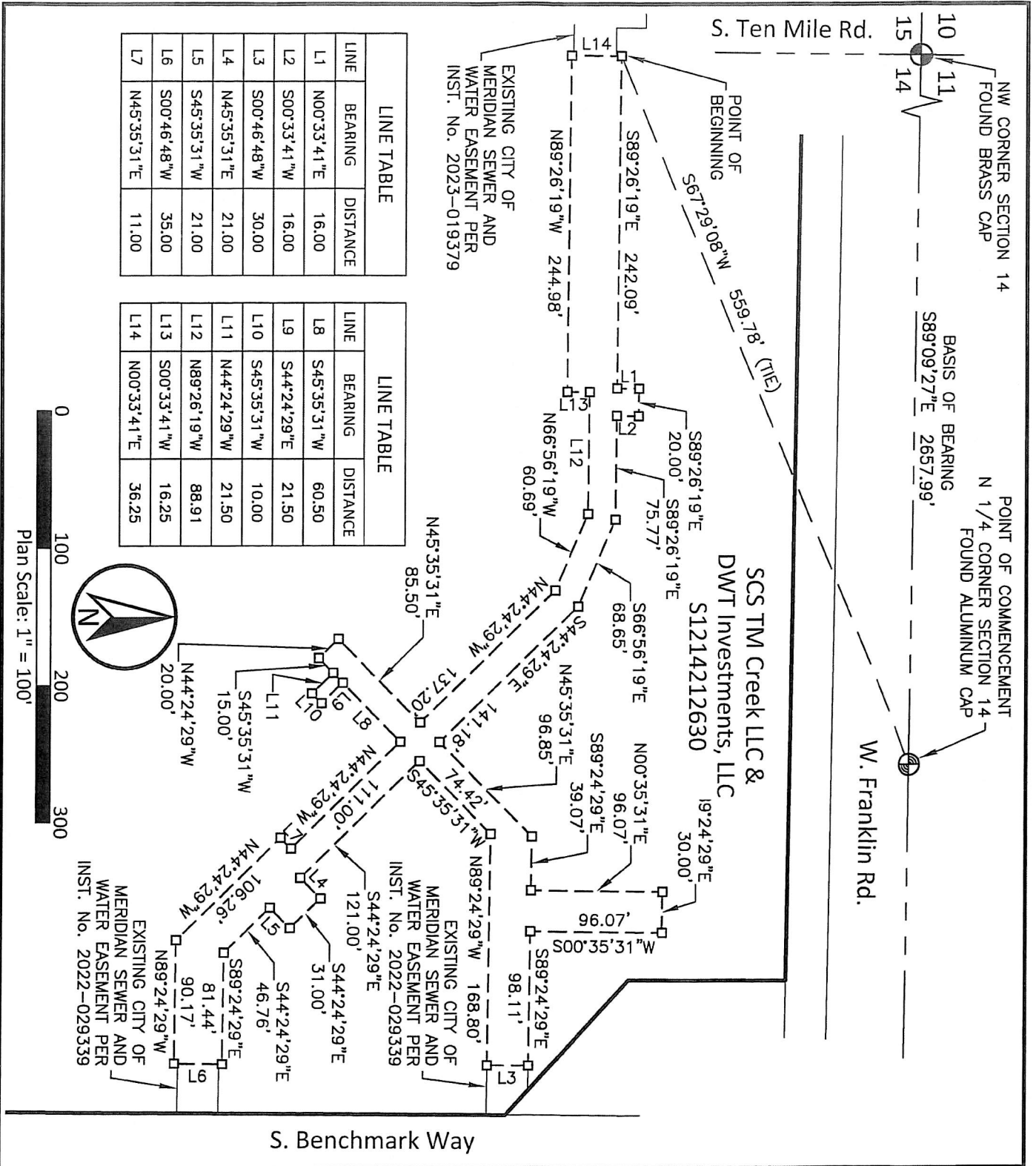


Exhibit B City of Meridian Sewer and Water Easement

TM Creek Subdivision
N 1/2 Section 14, T3N, R1W, BM, City of Meridian, Ada County, Idaho

DATE: April 2023
PROJECT: 22-244
SHEET: 1 OF 1

