

Project Name or Subdivision Name:

Apex Northwest Subdivision No. 5

Sanitary Sewer & Water Main Easement Number: 1

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only
Record Number: ESMT-2024-0163

SANITARY SEWER EASEMENT

THIS Easement Agreement made this 3rd day of December 20 24 between DWT Investments LLC and SCSH Properties, LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer 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 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 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:

DWT INVESTMENTS LLC
an Idaho limited liability company

By: Brighton Corporation, an Idaho
corporation, It's Manager

By: _____
Robert L. Phillips, President

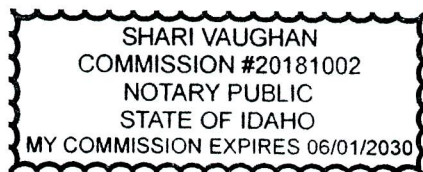
STATE OF IDAHO)

:ss.

County of Ada)

On this 13th day of November, in the year 2024, 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.



Shari Vaughan
Notary Public for Idaho
My Commission Expires: 6-1-2030

GRANTOR:

SCSH PROPERTIES LLC,
an Idaho limited liability company

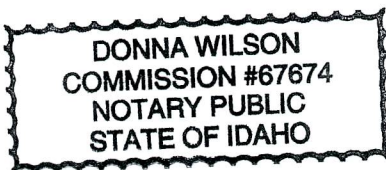
By: SCS Management LLC,
an Idaho limited liability company
Its: Manager

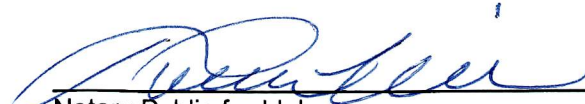
By: 
Michael A. Hall, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 13 day of November, in the year of 2024, 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 SCSH Properties 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 5-6-2028

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 12-3-2024

Attest by Chris Johnson, City Clerk 12-3-2024

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

This record was acknowledged before me on 12-3-2024 (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 Stamp Below

Notary Signature

My Commission Expires: _____

November 12, 2024
Apex Northwest Subdivision No. 5
Project No. 22-055
Legal Description
City of Meridian Sewer Easement

Exhibit A

A parcel of land for a City of Meridian sewer easement situated in a portion of the Southwest 1/4 of the Northeast 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 1/4 corner of said Section 31, which bears S00°38'17"W a distance of 1,333.99 feet from a 5/8-inch rebar marking the Center-North 1/16 corner of said Section 31, thence following the southerly line of said Southwest 1/4 of the Northeast 1/4, N89°57'56"E a distance of 25.08 feet to the **POINT OF BEGINNING**.

Thence leaving said southerly line, N40°31'33"W a distance of 38.10 feet to the westerly line of said Southwest 1/4 of the Northeast 1/4;

Thence following said westerly line, N00°38'17"E a distance of 30.39 feet;

Thence leaving said westerly line, S40°31'33"E a distance of 78.05 feet to said southerly line of the Southwest 1/4 of the Northeast 1/4;

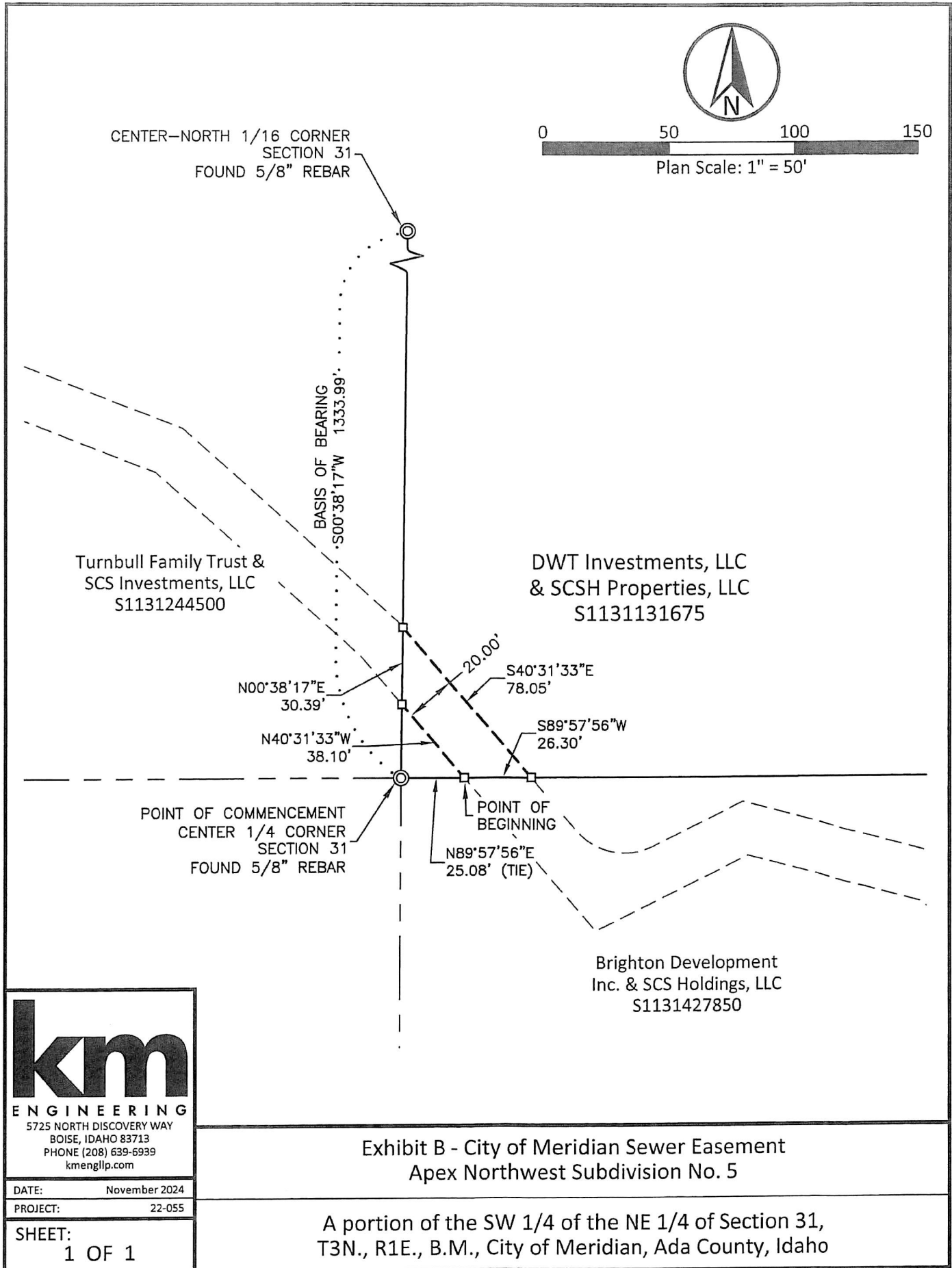
Thence following said southerly line, S89°57'56"W a distance of 26.30 feet to the **POINT OF BEGINNING**.

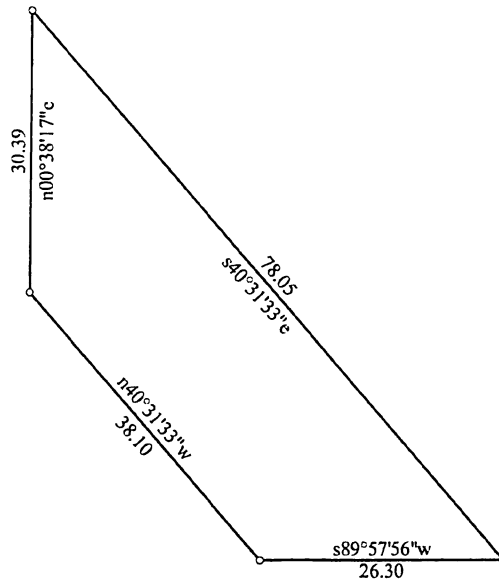
Said description contains a total of 1,162 square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

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



P:\22-055\CAD\SURVEY\EXHIBITS\22-055 MERIDIAN SEWER EASEMENT DWT INVESTMENTS.DWG, AARON BALLARD, 11/12/2024, ESTUDIO907.PC3, ----





Title:		Date: 11-12-2024
Scale: 1 inch = 20 feet	File:	
Tract 1: 0.027 Acres: 1162 Sq Feet: Closure = s22.4639e 0.01 Feet: Precision =1/27534: Perimeter = 173 Feet		
001=n40.3133w 38.10	003=s40.3133e 78.05	
002=n00.3817e 30.39	004=s89.5756w 26.30	