

Project Name or Subdivision Name:

Apex Northwest Subdivision No. 5

Sanitary Sewer & Water Main Easement Number: 2
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-2024-0164

SANITARY SEWER EASEMENT

THIS Easement Agreement made this 3rd day of December 2024 between
The David & Kristen Turnbull Family Trust U/T/A August 1, 2006 and SCS Investments 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:

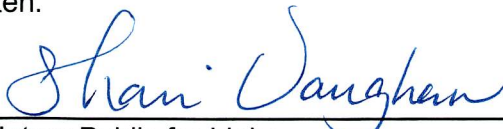
THE DAVID & KRISTIN TURNBULL FAMILY
TRUST U/T/A AUGUST 1, 2006
an Idaho revocable trust

By: 
David W. Turnbull, Trustee

STATE OF IDAHO)
 : ss.
County of Ada)

On this 13th day of November, in the year of 2024, before me a Notary Public of said State, personally appeared David W. Turnbull, known or identified to me to be a Trustee of The David & Kristin Turnbull Family Trust, the trust that executed the instrument or the person who executed the instrument on behalf of said trust, and acknowledged to me that such trust 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 6-1-2030



GRANTOR:

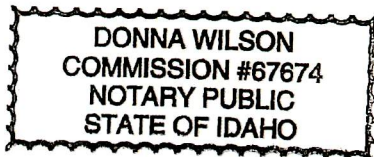
SCS INVESTMENTS LLC
an Idaho limited liability company

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

STATE OF IDAHO)
 : ss.
County of Ada)

On this 13 day of November, in the year of 2025^{du}, 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.



Donna Wilson
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 13, 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 Southeast 1/4 of the Northwest 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 easterly line of said Southeast 1/4 of the Northwest 1/4, N00°38'17"E a distance of 28.98 feet to the **POINT OF BEGINNING**.

Thence leaving said easterly line, N40°31'33"W a distance of 24.69 feet;
Thence N48°11'34"W a distance of 109.35 feet;
Thence N68°45'28"W a distance of 207.35 feet;
Thence S89°57'15"W a distance of 264.52 feet;
Thence S44°57'15"W a distance of 35.36 feet to the easterly line of an existing sewer easement (Instrument No. 2019-127584, records of Ada County, Idaho);
Thence following said easterly line, N00°02'45"W a distance of 70.00 feet;
Thence leaving said easterly line, S45°02'45"E a distance of 35.36 feet;
Thence N89°57'15"E a distance of 268.28 feet;
Thence S68°45'28"E a distance of 214.73 feet;
Thence S48°11'34"E a distance of 114.31 feet;
Thence S40°31'33"E a distance of 3.16 feet to the easterly line of said Southeast 1/4 of the Northwest 1/4;
Thence following said easterly line, S00°38'17"W a distance of 30.39 feet to the **POINT OF BEGINNING**.

Said description contains a total of 13,188 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.

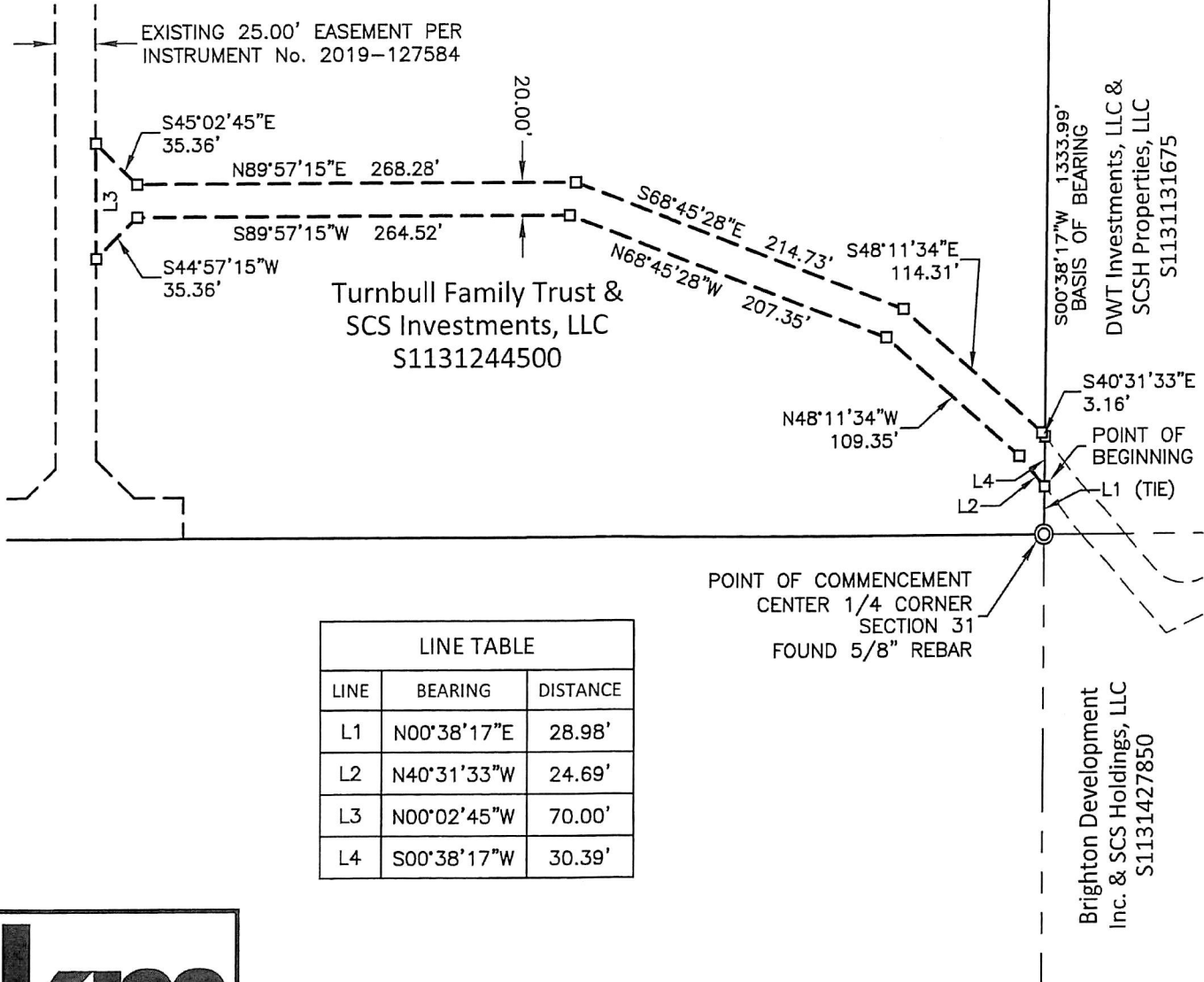




0 100 200 300

Plan Scale: 1" = 100'

CENTER-NORTH 1/16 CORNER
SECTION 31
FOUND 5/8" REBAR



LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°38'17"E	28.98'
L2	N40°31'33"W	24.69'
L3	N00°02'45"W	70.00'
L4	S00°38'17"W	30.39'

km

ENGINEERING

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

DATE: November 2024

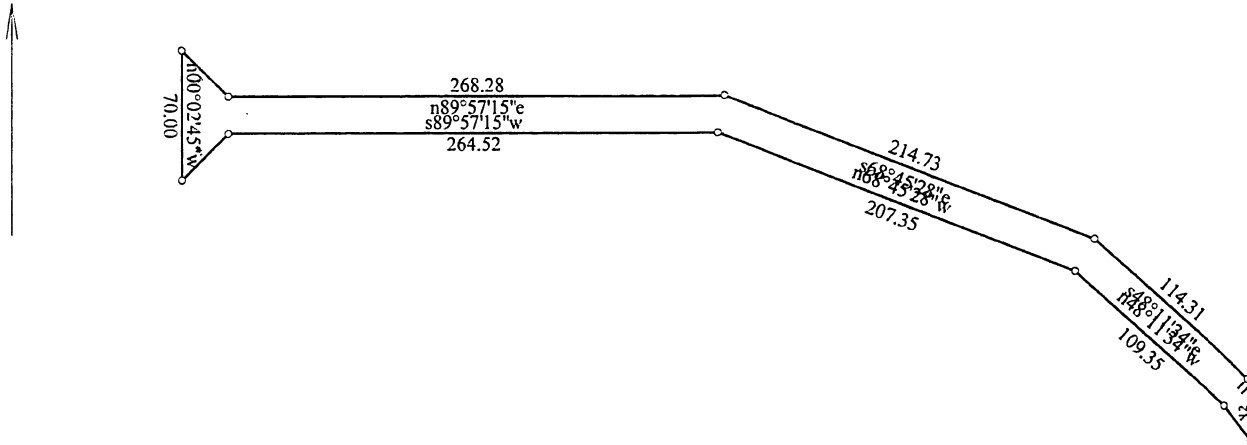
PROJECT: 22-055

SHEET:

1 OF 1

Exhibit B - City of Meridian Sewer Easement
Apex Northwest Subdivision No. 5

A portion of the SE 1/4 of the NW 1/4 of Section 31,
T3N., R1E., B.M., City of Meridian, Ada County, Idaho



Title:		Date: 11-13-2024
Scale: 1 inch = 100 feet	File:	
Tract 1: 0.303 Acres: 13188 Sq Feet: Closure = n51.5728e 0.01 Feet: Precision = 1/124879: Perimeter = 1378 Feet		
001=n40.3133w 24.69	006=n00.0245w 70.00	011=s40.3133e 3.16
002=n48.1134w 109.35	007=s45.0245e 35.36	012=s00.3817w 30.39
003=n68.4528w 207.35	008=n89.5715e 268.28	
004=s89.5715w 264.52	009=s68.4528e 214.73	
005=s44.5715w 35.36	010=s48.1134e 114.31	