

Project Name or Subdivision Name:

Apex Northwest Subdivision No. 5

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 ESMT-2024-0161

Record Number: _____

WATER MAIN EASEMENT

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

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

WHEREAS, the water main 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 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 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

GRANTOR:

SCSH PROPERTIES LLC,
an Idaho limited liability company

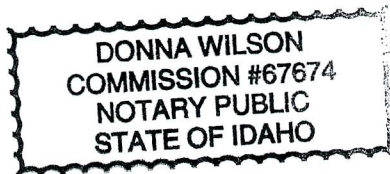
By: SCS Management LLC,
an Idaho limited liability company
Its: Manager

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 5-10-2028

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 11, 2024
Apex Northwest Subdivision No. 5
Project No. 22-055
Legal Description
City of Meridian Water Easement

Exhibit A

A parcel of land for a city of Meridian water easement situated in a portion of the Northeast 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 South 1/16 corner of said Section 31 and Section 32, which bears S89°52'08"E a distance of 1,310.34 feet from a 5/8-inch rebar marking the Southeast 1/16 corner of said Section 31, thence following the southerly line of said Northeast 1/4 of the Southeast 1/4, N89°52'08"W a distance of 1,112.08 feet;

Thence leaving said southerly line, N00°07'52"E a distance of 361.93 feet to the northerly boundary of proposed Apex Northwest Subdivision No. 5 and being the **POINT OF BEGINNING**.

Thence following said proposed northerly boundary, N47°51'19"W a distance of 20.00 feet;

Thence leaving said proposed northerly boundary, N42°37'56"E a distance of 110.08 feet;

Thence S47°22'04"E a distance of 20.00 feet;

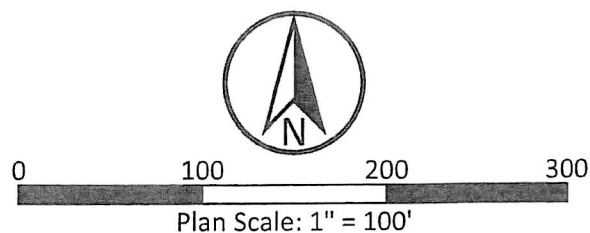
Thence S42°37'56"W a distance of 109.91 feet to the **POINT OF BEGINNING**.

Said description contains a total of 2,200 square feet, more or less, and is subject to any existing easements and/or rights-of-way of record or implied.

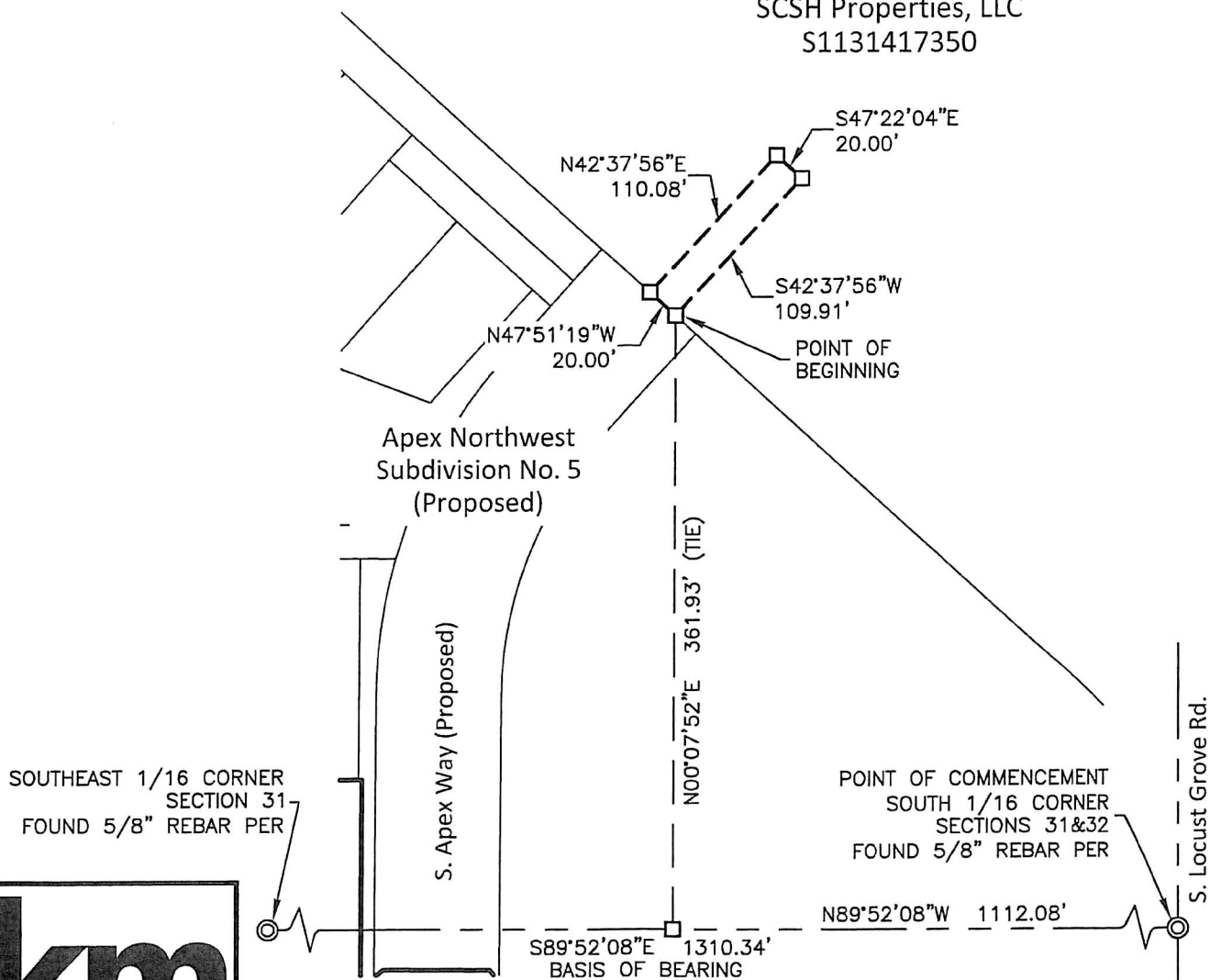
Attached hereto is **Exhibit B** and by this reference is made a part hereof.



P:\22-055\CAD\SURVEY\EXHIBITS\22-055 MERIDIAN WATER AND SEWER EASEMENT BRIGHTON APEX LLC.DWG, AARON BALLARD, 11/12/2024, ESTUDIO907.PC3, ----



Brighton Apex, LLC &
SCSH Properties, LLC
S1131417350



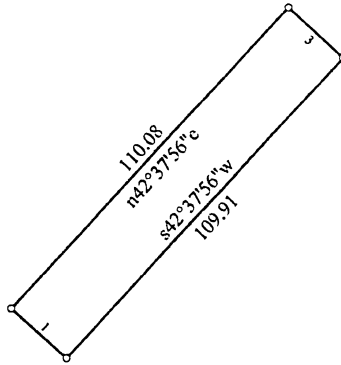
DATE: November 2024

PROJECT: 22-055

SHEET:
1 OF 1

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

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



Title:		Date: 11-11-2024
Scale: 1 inch = 50 feet	File:	
Tract 1: 0.051 Acres: 2200 Sq Feet: Closure = n34.2012w 0.00 Feet: Precision >1/999999: Perimeter = 260 Feet		
001=n47.5119w 20.00	003=s47.2204e 20.00	
002=n42.3756e 110.08	004=s42.3756w 109.91	