

Project Name (Subdivision):

Apex Northwest Subdivision No. 4

Water Main Easement Number: 2

Identify this Easement by sequential number if Project contains more than one Water Main easement.
(See Instructions for additional information).

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20__ between DWT Investments LLC and SCS Investments 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

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,
Manager

By: _____
Robert L. Phillips, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 17th day of October, in the year of 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 above written.



Notary Public for Idaho
My Commission expires 4/15/2029

GRANTOR:

SCS INVESTMENTS LLC
an Idaho limited liability company

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

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on October 18, 2023, by Michael A. Hall as the President of SCS Investments LLC, an Idaho limited liability company.

DONNA WILSON
COMMISSION #67674
NOTARY PUBLIC
STATE OF IDAHO

Donna Wilson
Notary Public for Idaho
My Commission Expires: 5-6-2028

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:_____

October 26, 2023
Project No. 22-023
Lake Hazel Rd. Sewer and Water Project
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Utility Easement situated in a portion of the Southwest 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 found 5/8-inch rebar marking the South 1/4 corner of said Section 31, which bears N89°42'21"W a distance of 2,640.00 feet from an aluminum cap marking the Southeast corner of said Section 31;

Thence following the southerly line of said Southeast 1/4 of Section 31, S89°42'21"E a distance of 96.50 feet;
Thence leaving said southerly line, N00°16'52"E a distance of 84.00 feet to the proposed northerly right-of-way line of E. Lake Hazel Rd. and being the **POINT OF BEGINNING**.

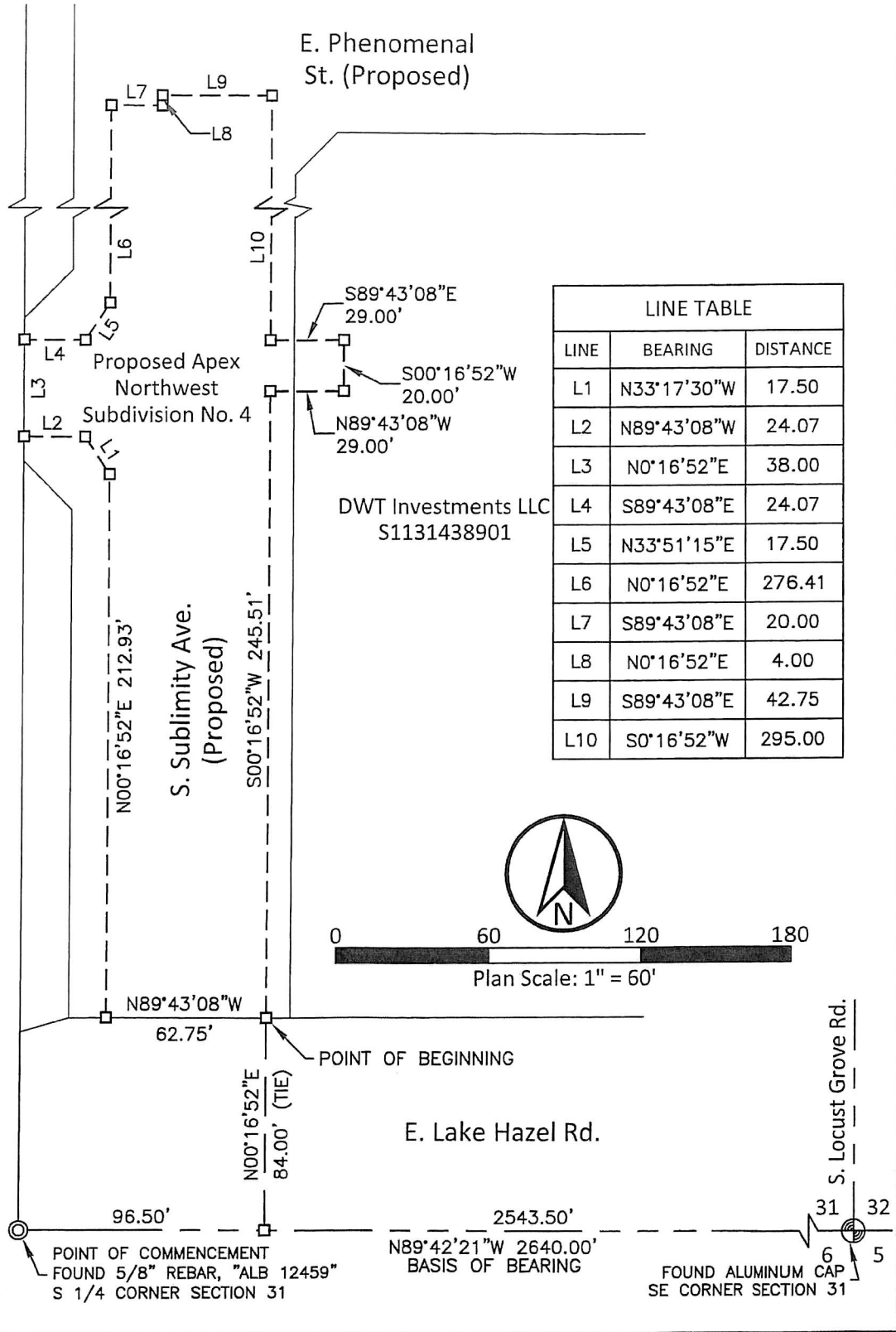
Thence following said proposed northerly right-of-way line, N89°43'08"W a distance of 62.75 feet;
Thence leaving said proposed northerly right-of-way line, N00°16'52"E 212.93 feet;
Thence N33°17'30"W a distance of 17.50 feet;
Thence N89°43'08"W a distance of 24.07 feet to the westerly line of the Southeast 1/4 of said Section 31;
Thence following said westerly line, N00°16'52"E a distance of 38.00 feet;
Thence leaving said westerly line, S89°43'08"E a distance of 24.07 feet;
Thence N33°51'15"E a distance of 17.50 feet;
Thence N00°16'52"E a distance of 276.41 feet;
Thence S89°43'08"E a distance of 20.00 feet;
Thence N00°16'52"E a distance of 4.00 feet;
Thence S89°43'08"E a distance of 42.75 feet;
Thence S00°16'52"W a distance of 295.00 feet;
Thence S89°43'08"E a distance of 29.00 feet;
Thence S00°16'52"W a distance of 20.00 feet;
Thence N89°43'08"W a distance of 29.00 feet;
Thence S00°16'52"W a distance of 245.51 feet to the **POINT OF BEGINNING**.

Said parcel contains 37,095 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 hereby made a part hereof.



P:\22-023\CAD\SURVEY\EXHIBITS\22-053 SEWER AND WATER EASEMENT DWT EAST.DWG, AARON BALLARD, 10/26/2023, ESTUDIO907.PC3, 08.5X11.P



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

DATE: October 2023
 PROJECT: 22-023
 SHEET: 1 OF 1

**Exhibit B - City of Meridian Sewer and Water Easement
 Lake Hazel Rd. Sewer and Water Project**

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