

ESMT-2023-0026 Apex Northwest Subdivision No. 3
Sanitary Sewer and Water Main Easement No. 4

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 4th day of February 20 23 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 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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:

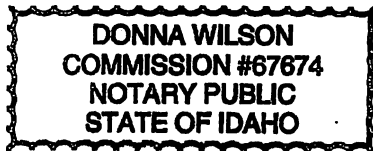
SCS Investments, LLC
an Idaho limited liability company

By: 
Michael A. Hall, President

STATE OF IDAHO)
) ss
County of Ada)

On this 30 day of January, in the year of 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 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 5.6.2028

GRANTOR:

DWT Investments, LLC
an Idaho limited liability company

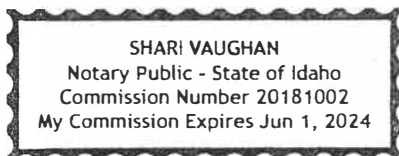
By: Brighton Corporation, an Idaho corporation,
Manager

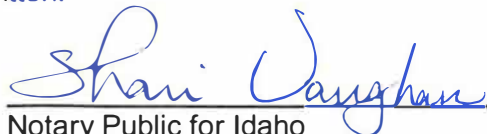
By: 
Robert L. Phillips, President

STATE OF IDAHO)
) ss
County of Ada)

On this 30th day of January, 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 6-1-2024

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-14-2023

Attest by Chris Johnson, City Clerk 2-14-2023

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

This record was acknowledged before me on 2-14-2023 (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 Signature
My Commission Expires: 3-28-2028

January 19, 2023
Apex Northwest Subdivision No. 3
Project No. 22-054
Legal Description
City of Meridian Water and Sewer Easement

Exhibit A

A parcel of land for a city of Meridian water and sewer easement situated in a portion of the South 1/2 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 5/8-inch rebar marking the Center-South 1/16 corner of Section 31, which bears N00°16'52"E a distance of 1,342.44 feet from a 5/8-inch rebar marking the South 1/4 corner of said Section 31, thence following the northerly line of said Southwest 1/4 of the Southeast 1/4, S89°52'08"E a distance of 701.62 feet;

Thence leaving said southerly line, S00°07'52"W a distance of 714.44 feet to the southerly boundary of proposed Apex Northwest Subdivision No. 3 and being the **POINT OF BEGINNING**.

Thence following said proposed southerly boundary, S89°42'21"E a distance of 40.00 feet;

Thence leaving said proposed southerly boundary, S00°17'39"W a distance of 30.00 feet;

Thence N89°42'21"W a distance of 40.00 feet;

Thence N00°17'39"E a distance of 30.00 feet to the **POINT OF BEGINNING**.

Said description contains a total of 1,200 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.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°42'21"E	40.00
L2	S00°17'39"W	30.00
L3	N89°42'21"W	40.00
L4	N00°17'39"E	30.00

DWT Investments LLC
S1131438901

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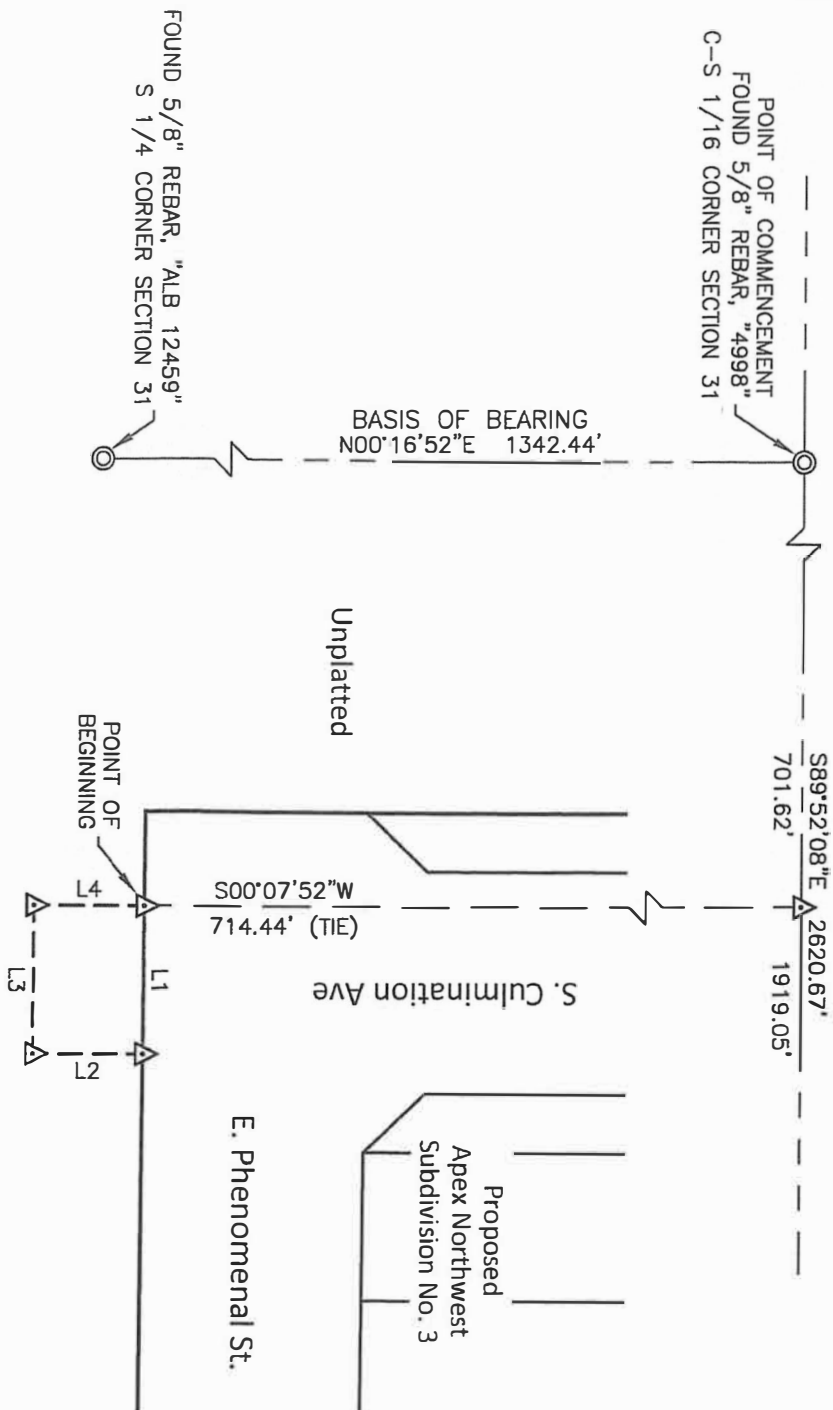
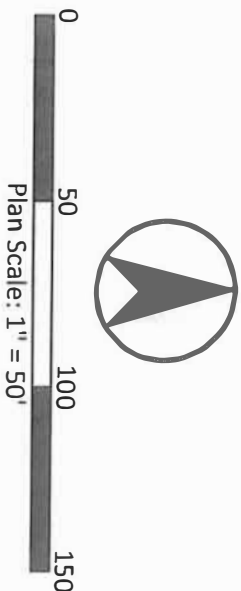


EXHIBIT B

City of Meridian Water and Sewer Easement Apex Northwest Subdivision No. 3

Situated in a portion of the S 1/2 of the SW 1/4 of the SE 1/4,
Section 31, T3N, R1E, B.M., City of Meridian, Ada County, Idaho

DATE: January 2023
PROJECT: 22-054

SHEET:
1 OF 1

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