

<p>Project Name (Subdivision): <u>Lake Hazel Rd. Sewer and Water Project</u></p> <p>Sanitary Sewer & Water Main Easement Number: <u>2</u></p> <p>Identify this Easement by sequential number if Project contains more than one easement of this type. (See Instructions for additional information).</p>

ESMT-2023-0161

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 21 day of November 20 23 between DWT Investments LLC & 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, 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

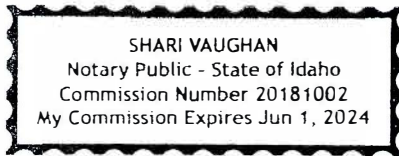
By: Brighton Corporation, an Idaho corporation,
Manager


By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 30th day of October, in the year 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.

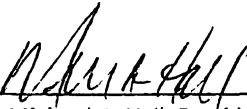
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public for Idaho
My Commission Expires: 6-1-2024

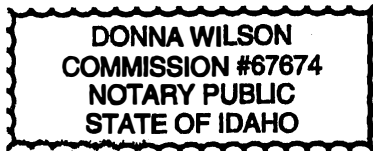
GRANTOR:


SCS INVESTMENTS LLC
an Idaho limited liability company

By: 
Michael A. Hall, President

STATE OF IDAHO)
 :SS.
County of Ada)

This record was acknowledged before me on October 30, 2023, by **Michael A. Hall**, as the President of SCS Investments LLC, an Idaho limited liability company.




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 25, 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 Sewer and Water Easement situated in a portion of Government Lot 4 of Section 6, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

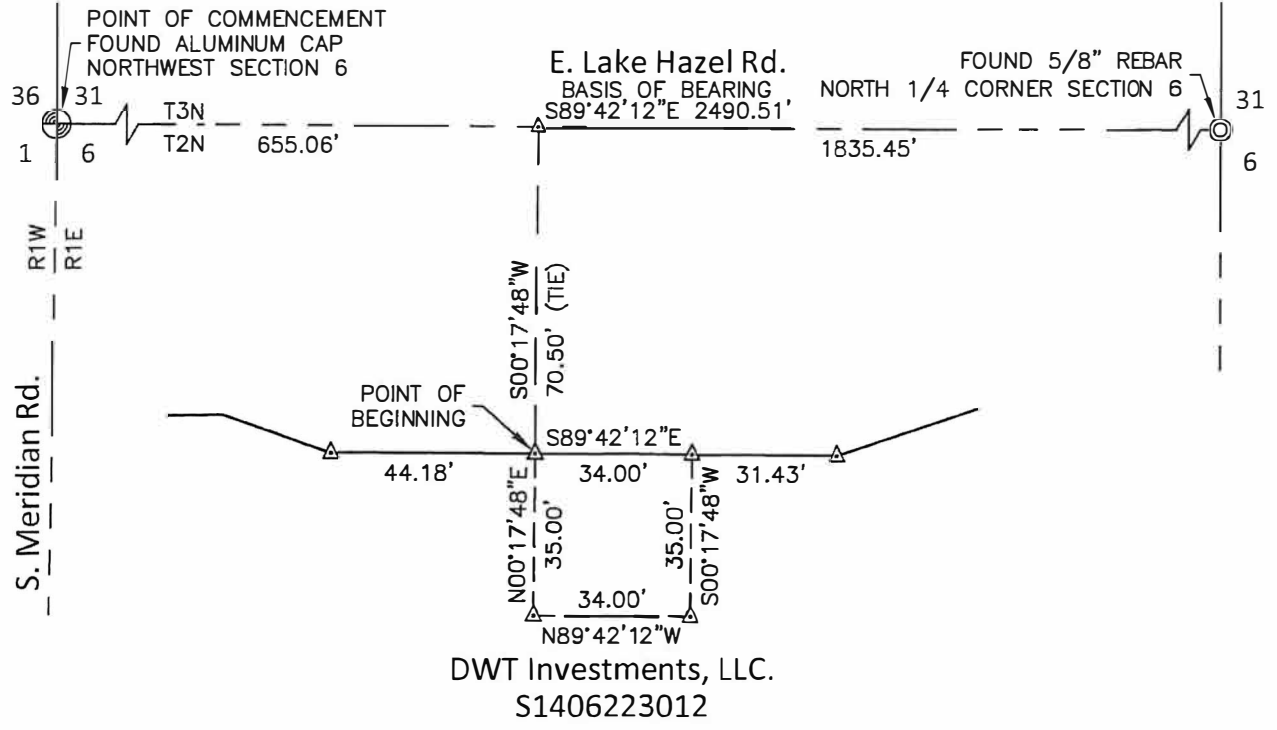
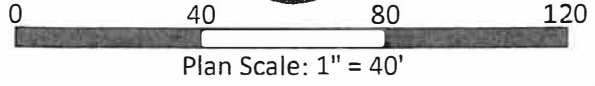
Commencing at an aluminum cap marking the Northwest corner of said Section 6, which bears N89°42'12"W a distance of 2,490.51 feet from a 5/8-inch rebar marking the North 1/4 corner of said Section 6;
Thence following the northerly line of said Government Lot 4, S89°42'12"E a distance of 655.06 feet;
Thence leaving said northerly line, S00°17'48"W a distance of 70.50 feet to the proposed southerly right-of-way line of E. Lake Hazel Rd. and being the **POINT OF BEGINNING**.

Thence following said proposed southerly right-of-way line, S89°42'12"E a distance of 34.00 feet;
Thence leaving said proposed southerly right-of-way line, S00°17'48"W a distance of 35.00 feet;
Thence N89°42'12"W a distance of 34.00 feet;
Thence N00°17'48"E a distance of 35.00 feet to the **POINT OF BEGINNING**.






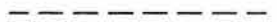
Said parcel contains 1,190 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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





LEGEND

-  FOUND ALUMINUM CAP
-  FOUND 5/8" REBAR
-  CALCULATED POINT
-  SECTION LINE
-  PROPOSED R-0-W LINE
-  PROPOSED EASEMENT

km
ENGINEERING
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 639-6939
 kmenglp.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 Gov't Lot 4, Section 6, T2N, R1E,
 B.M., City of Meridian, Ada County, Idaho

P:\22-023\CAD\SURVEY\EXHIBITS\22-023 SEWER AND WATER EASEMENT DWT.DWG, AARON BALLARD, 10/25/2023, ESTUDIO907.PC3, 08.SX11.P