

Project Name or Subdivision Name:

Apex Phenomenal Subdivision

Sanitary Sewer & 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-2025-0059
Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 10th day of June 20 25 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.

T O HAVE AND T O 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

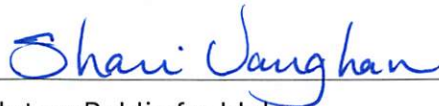
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 23rd day of May, 2025, before me, the Notary Public in and for 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, an Idaho limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that such corporation executed the same in said limited liability company name.

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 22 day of May, in the year of 2025, 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.

Shari Vaughan
Notary Public for Idaho
My Commission expires 6-1-2030



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 6-10-2025

Attest by Chris Johnson, City Clerk 6-10-2025

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 6-10-2025 (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: _____

May 20, 2025
Apex Phenomenal Subdivision
Project No. 24-286
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 the South 1/2 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 an aluminum cap 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, S89°42'21"E a distance of 1,320.00 feet to a 5/8-inch rebar marking the East 1/16th corner of said Section 31;

Thence leaving said southerly line, N08°43'28"E a distance of 78.33 feet to the southeast corner of Apex Phenomenal Subdivision and being on the westerly right-of-way line of S. Apex Ave.;

Thence following the easterly boundary of said subdivision, N00°16'52"E a distance of 128.47 feet to the **POINT OF BEGINNING.**

Thence leaving said easterly boundary, N89°42'21"W a distance of 685.37 feet;

Thence N00°17'39"E a distance of 30.00 feet;

Thence S89°42'21"E a distance of 196.82 feet;

Thence 10.16 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 20°47'03", a chord bearing of N41°41'20"E and a chord distance of 10.10 feet;

Thence N00°17'39"E a distance of 258.95 feet;

Thence N89°42'21"W a distance of 188.00 feet;

Thence N00°17'39"E a distance of 30.00 feet;

Thence S89°42'21"E a distance of 32.00 feet;

Thence N00°17'39"E a distance of 81.02 feet;

Thence N43°23'57"W a distance of 22.82 feet to the southerly right-of-way line of E. Phenomenal St.;

Thence following said southerly right-of-way line, S89°42'21"E a distance of 25.54 feet;

Thence leaving said southerly right-of-way line, S00°17'39"W a distance of 30.00 feet;

Thence S89°42'21"E a distance of 40.00 feet;

Thence N00°17'39"E a distance of 30.00 feet to said southerly right-of-way line;

Thence following said southerly right-of-way of line, S89°42'21"E a distance of 26.73 feet;

Thence leaving said southerly right-of-way line, S45°17'39"W a distance of 23.33 feet;

Thence S00°17'39"W a distance of 86.02 feet;

Thence S89°42'21"E a distance of 100.00 feet;

Thence N00°17'39"E a distance of 8.52 feet;

Thence S89°42'21"E a distance of 477.77 feet to the easterly boundary of said subdivision;

Thence following said easterly boundary, S00°16'52"W a distance of 30.00 feet;

Thence leaving said easterly boundary, N89°42'21"W a distance of 444.23 feet;

Thence 10.16 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of 20°47'03", a chord bearing of S48°53'58"W and a chord distance of 10.10 feet;

Thence S00°17'39"W a distance of 258.69 feet;

Thence 6.63 feet along the arc of a curve to the left, said curve having a radius of 28.00 feet, a delta angle of $13^{\circ}34'25''$, a chord bearing of $S\ 44^{\circ}42'21''E$ and a chord distance of 6.62 feet;
Thence $S89^{\circ}42'21''E$ a distance of 447.19 feet to the easterly boundary of said subdivision;
Thence following said easterly boundary, $S00^{\circ}16'52''W$ a distance of 30.00 feet to the **POINT OF BEGINNING**.

Said easement description contains 1.222 acres, more or less.

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



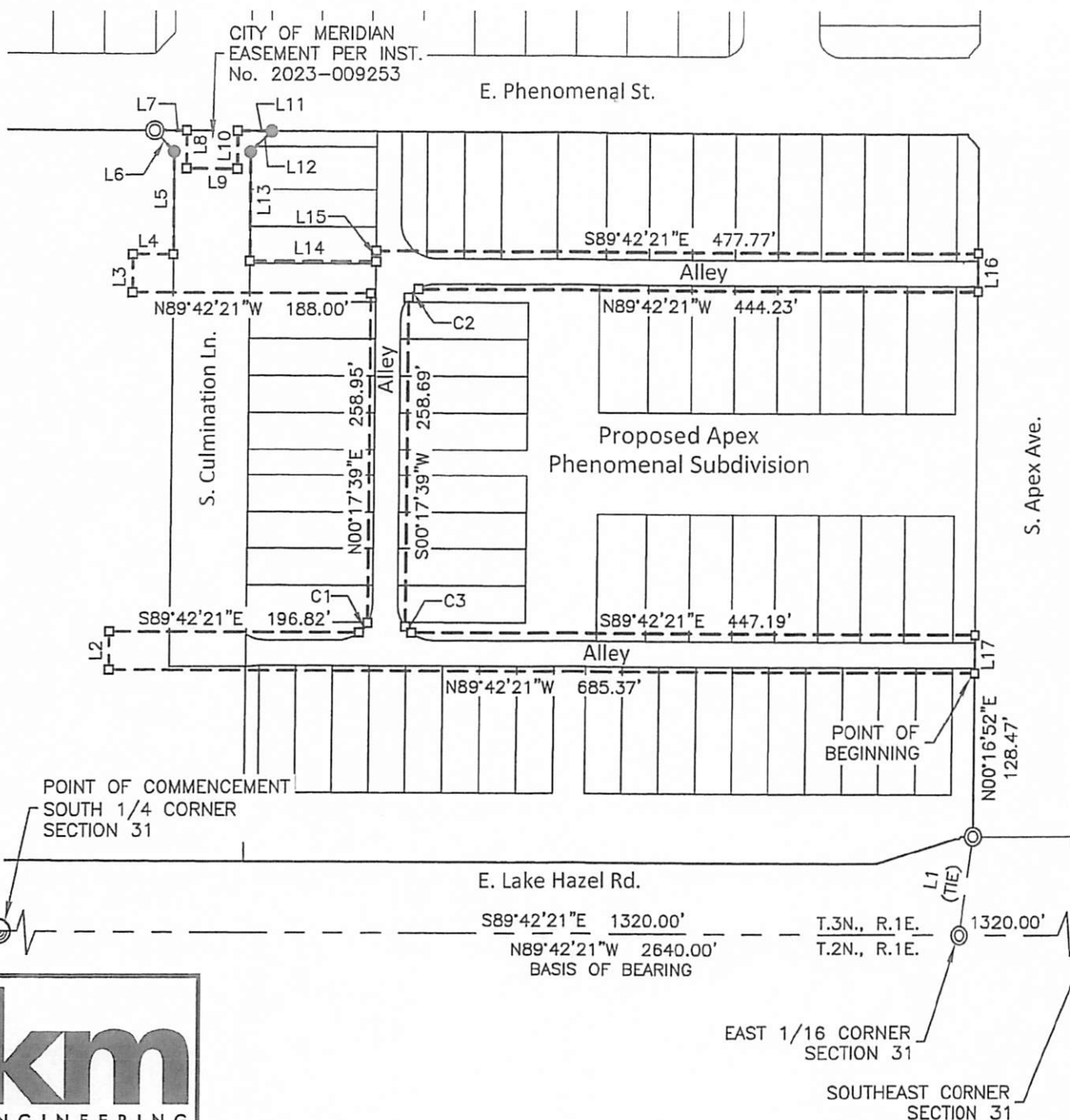


Exhibit B - City of Meridian Water and Sewer Easement
Apex Phenomenal Subdivision

A portion of the South 1/2 of the Southeast 1/4 of Section 31,
T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho



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

DATE: May 2025

PROJECT: 24-286

SHEET:
1 OF 2

P:\24-286\SURVEY\CAD\EXHIBITS\24-286 MERIDIAN WATER AND SEWER EXHIBIT.DWG, AARON BALLARD, 5/20/2025, ESTUDIO907.PC3,

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	28.00'	10.16'	20°47'03"	N41°41'20"E	10.10'
C2	28.00'	10.16'	20°47'03"	S48°53'58"W	10.10'
C3	28.00'	6.63'	13°34'25"	S44°42'21"E	6.62'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N08°43'28"E	78.33'
L2	N00°17'39"E	30.00'
L3	N00°17'39"E	30.00'
L4	S89°42'21"E	32.00'
L5	N00°17'39"E	81.02'
L6	N43°23'57"W	22.82'
L7	S89°42'21"E	25.54'
L8	S00°17'39"W	30.00'
L9	S89°42'21"E	40.00'
L10	N00°17'39"E	30.00'
L11	S89°42'21"E	26.73'
L12	S45°17'39"W	23.33'
L13	S00°17'39"W	86.02'
L14	S89°42'21"E	100.00'
L15	N00°17'39"E	8.52'
L16	S00°16'52"W	30.00'
L17	S00°16'52"W	30.00'



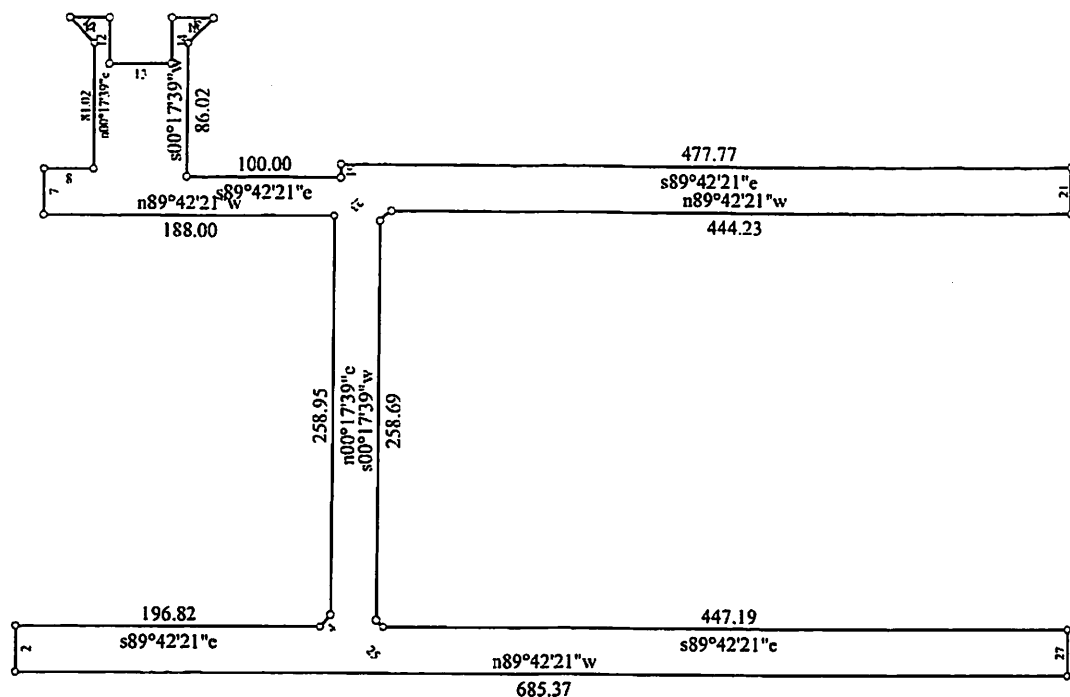
DATE: May 2025

PROJECT: 24-286

SHEET:
2 OF 2

Exhibit B - City of Meridian Water and Sewer Easement Apex Phenomenal Subdivision

A portion of the South 1/2 of the Southeast 1/4 of Section 31,
T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho



Title:		Date: 05-20-2025
Scale: 1 inch = 120 feet	File:	
Tract 1: 1.222 Acres: 53212 Sq Feet: Closure = s82.4253e 0.02 Feet: Precision =1/224529: Perimeter = 3610 Feet		
001=n89.4221w 685.37	011=s89.4221e 25.54	021=s00.1652w 30.00
002=n00.1739e 30.00	012=s00.1739w 30.00	022=n89.4221w 444.23
003=s89.4221e 196.82	013=s89.4221e 40.00	023: Lt, R=28.00, Delta=20.4703 Bng=s48.5358w, Chd=10.10
004: Lt, R=28.00, Delta=20.4703 Bng=n41.4120e, Chd=10.10	014=n00.1739e 30.00	024=s00.1739w 258.69
005=n00.1739e 258.95	015=s89.4221e 26.73	025: Lt, R=28.00, Delta=13.3425 Bng=s44.4221e, Chd=6.62
006=n89.4221w 188.00	016=s45.1739w 23.33	026=s89.4221e 447.19
007=n00.1739e 30.00	017=s00.1739w 86.02	027=s00.1652w 30.00
008=s89.4221e 32.00	018=s89.4221e 100.00	
009=n00.1739e 81.02	019=n00.1739e 8.52	
010=n43.2357w 22.82	020=s89.4221e 477.77	