

Apex Northwest Subdivision No. 2  
Sanitary Sewer and Water Main Easement No. 1  
ESMT-2021-0140

**SANITARY SEWER AND 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 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]

**GRANTORS:**

DWT INVESTMENTS LLC  
an Idaho limited liability company

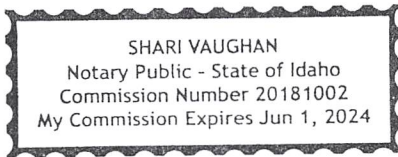
By: Brighton Corporation, an Idaho  
corporation, Manager

By: \_\_\_\_\_  
Robert L. Phillips, President

STATE OF IDAHO            )  
                                      : ss.  
County of Ada             )

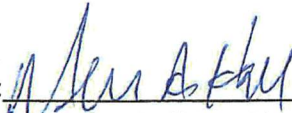
On this 30<sup>th</sup> day of November, in the year of 2021, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the Manager of DWT INVESTMENTS LLC, the company that executed the instrument or the person who executed the instrument of 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 6-1-2024

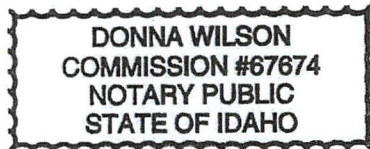
SCS INVESTMENTS LLC  
an Idaho limited liability company

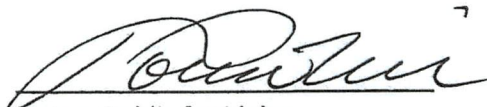
By:   
Michael A. Hall, President

STATE OF IDAHO            )  
  : ss.  
County of Ada             )

On this 30 day of November, in the year of 2021, 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 5-6-2022

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:\_\_\_\_\_

November 18, 2021  
Project No. 21-023  
Apex Northwest Subdivision No. 2  
City of Meridian Water and Sewer Easement  
Legal Description

**Exhibit A**

A parcel of land for a City of Meridian Water and Sewer Easement situated in a portion of the North 1/2 of the Southeast 1/4 of Section 31, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found brass cap marking the Southeast corner of said Section 31, which bears S00°32'22"E a distance of 2,700.07 feet from a found brass cap marking the East 1/4 corner of said Section 31;  
Thence following the easterly line of the Southeast 1/4 of said Section 31, N00°32'22"W a distance of 1,263.69 feet;  
Thence leaving said easterly line, S89°27'38"W a distance of 450.86 feet to **POINT OF BEGINNING 1**.

Thence N89°42'21"W a distance of 25.00 feet to the subdivision boundary of proposed Apex Northwest Subdivision No. 2;  
Thence following said subdivision boundary, N00°17'39"E a distance of 54.00 feet to a point hereinafter referred to as **POINT A**;  
Thence leaving said subdivision boundary, S89°42'21"E a distance of 25.00 feet;  
Thence S00°17'39"W a distance of 54.00 feet to **POINT OF BEGINNING 1**.

Said parcel contains 1,350 Sq. Ft., more or less.

**TOGETHER WITH**

Commencing at the point previously referred to as **POINT A**;  
Thence N88°49'57"W a distance of 755.42 feet to the subdivision boundary of proposed Apex Northwest Subdivision No. 2 and being **POINT OF BEGINNING 2**.

Thence following said subdivision boundary, N89°43'08"W a distance of 37.27 feet to a point hereinafter referred to as **POINT B**;  
Thence leaving said subdivision boundary, N00°16'52"E a distance of 23.78 feet to the northerly line of the Southeast 1/4 of said Section 31;  
Thence following said northerly line, S89°43'08"E a distance of 37.27 feet;  
Thence leaving said northerly line, S00°16'52"W a distance of 23.78 feet to **POINT OF BEGINNING 2**.

Said parcel contains 886 Sq. Ft., more or less.

**TOGETHER WITH**

Commencing at the point previously referred to as **POINT B**;

Thence following the subdivision boundary of proposed Apex Northwest Subdivision No. 2, the following three (3) courses:

1. N89°43'08"W a distance of 15.01 feet;
2. S53°03'43"W a distance of 18.18 feet;
3. S00°17'39"W a distance of 11.00 feet to **POINT OF BEGINNING 3**.

Thence following said subdivision boundary, S00°17'39"W a distance of 20.00 feet;

Thence leaving said subdivision boundary, N89°42'21"W a distance of 13.21 feet to the westerly line of the Southeast 1/4 of said Section 31;

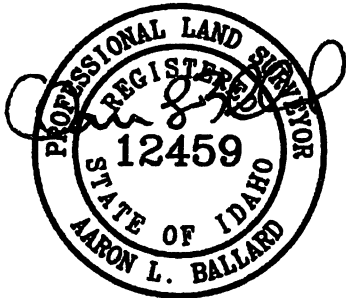
Thence following said westerly line, N00°07'49"W a distance of 20.00 feet;

Thence leaving said westerly line, S89°42'21"E a distance of 13.35 feet to **POINT OF BEGINNING 3**.

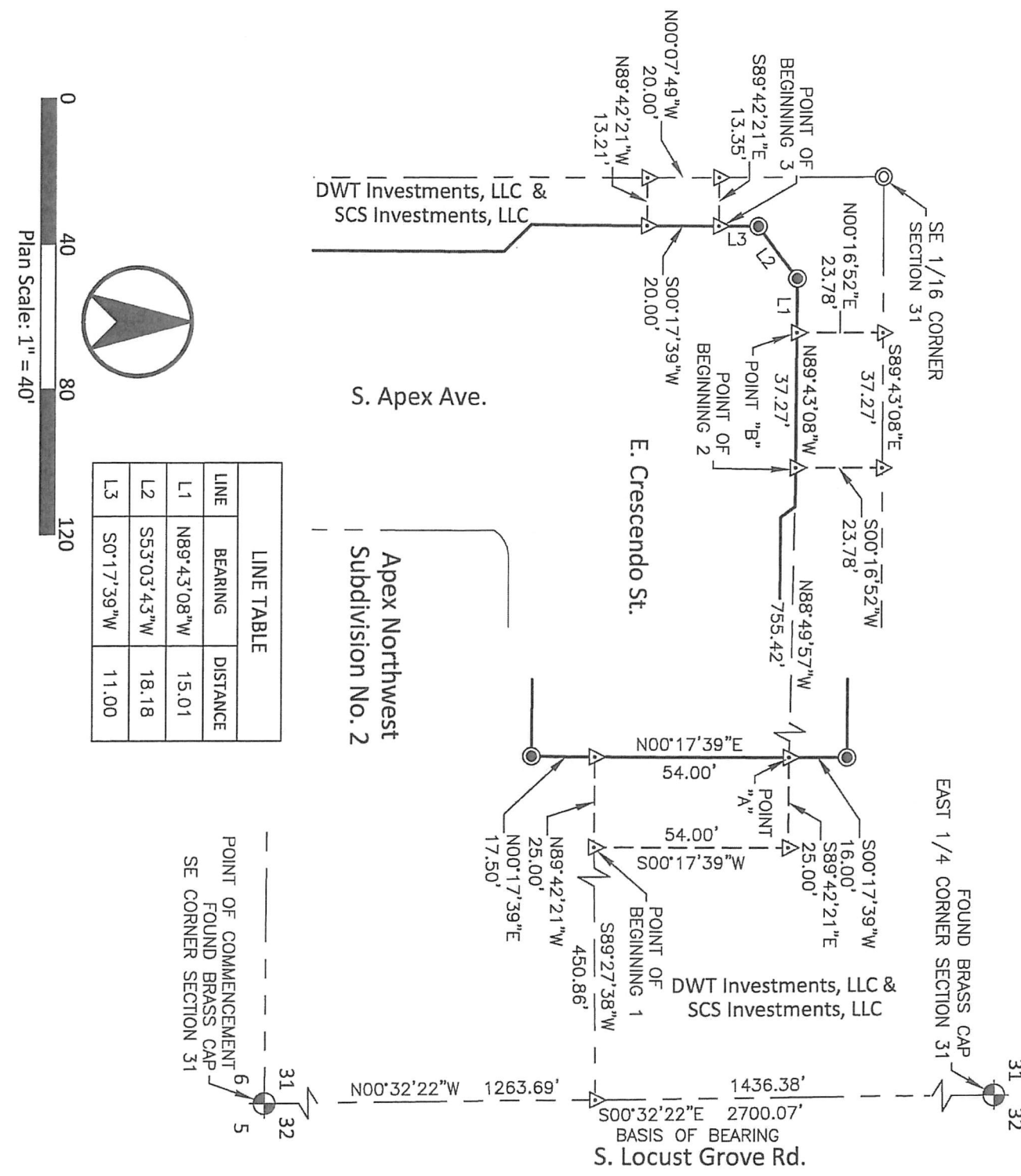
Said parcel contains 266 Sq. Ft., more or less.

Said description contains a total of 2,502 Sq. Ft., more or less, and is subject to any existing easements and/or rights-of-way of record or implied

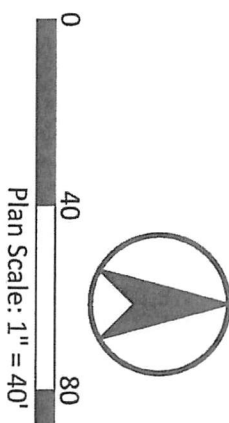
Attached hereto is **Exhibit B** and by this reference is made a part hereof



11.18.2021



LINE	BEARING	DISTANCE
L1	N89°43'08"W	15.01
L2	S53°03'43"W	18.18
L3	S0°17'39"W	11.00



**Exhibit B - City of Meridian Water & Sewer Easement  
Apex Northwest Subdivision No. 2**

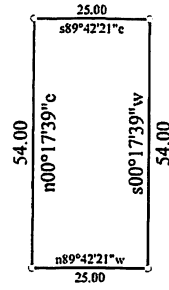
Situated in the N 1/2 of THE SE 1/4 of Section 31  
T 3N., R 1E., B.M., Ada County, Idaho

DATE: November 2021  
PROJECT: 21-023

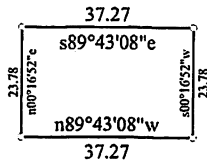
SHEET: 1 OF 1

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





Title: POB 1		Date: 11-18-2021
Scale: 1 inch = 40 feet	File:	
Tract 1: 0.031 Acres: 1350 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 158 Feet		
001=n89.4221w 25.00	003=s89.4221e 25.00	
002=n00.1739e 54.00	004=s00.1739w 54.00	



Title: POB 2

Date: 11-18-2021

Scale: 1 inch = 40 feet

File:

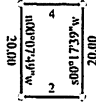
Tract 1: 0.020 Acres: 886 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 122 Feet

001=n89.4308w 37.27

003=s89.4308e 37.27

002=n00.1652e 23.78

004=s00.1652w 23.78



Title: POB 3

Date: 11-18-2021

Scale: 1 inch = 40 feet

File:

Tract 1: 0.006 Acres: 266 Sq Feet: Closure = n86.2644e 0.01 Feet: Precision =1/8141: Perimeter = 67 Feet

001=s00.1739w 20.00

003=n00.0749w 20.00

002=n89.4221w 13.21

004=s89.4221e 13.35