

Apex Southeast Subdivision No. 1
Sanitary Sewer and Water Main Easement No. 1
ESMT-2021-0113

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 4th day of January 20 22 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, 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 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

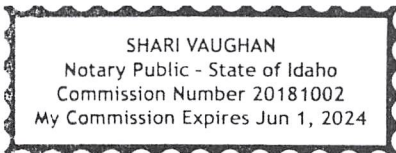
By: Brighton Corporation, an Idaho corporation,
Manager

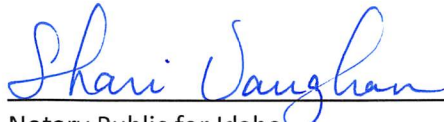
By:  _____
Robert L. Phillip, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this ^{9th} day of August, 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 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

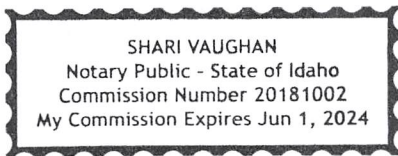
SCS INVESTMENTS LLC
an Idaho limited liability company

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

STATE OF IDAHO)
 : ss.
County of Ada)

On this 3rd day of August, 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.



Shari Vaughan
Notary Public for Idaho
My Commission expires 6-1-2024

August 2, 2021
APEX Southeast Subdivision No. 1
Project No. 20-124
Legal Description
City of Meridian Sewer & Water Easement

Exhibit A

A parcel of land situated in a portion of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said Section 5, which bears N00°04'35"W a distance of 2,671.16 feet from a brass cap marking the West 1/4 corner of said Section 5, thence following the westerly line of said Section 5, S00°04'35"E a distance of 593.78 feet;

Thence N89°55'25"E a distance of 202.90 feet to **POINT OF BEGINNING 1**.

Thence N89°54'48"E a distance of 31.10 feet to a point hereinafter referred to as "**POINT A**";
Thence S00°04'35"E a distance of 25.00 feet to the northerly right-of-way line of proposed E. Tower St.;

Thence following said right-of-way line, S89°53'42"W a distance of 31.10 feet;

Thence leaving said right-of-way line, N00°04'35"W a distance of 25.00 feet to **POINT OF BEGINNING 1**.

Said parcel contains 777 Sq. Ft., more or less.

TOGETHER WITH

Commencing at the point previously referred to as "**POINT A**", thence to a point on the easterly right-of-way line of proposed S. Peak Ave., N72°45'33"E a distance of 520.56 feet and being **POINT OF BEGINNING 2**.

Thence following said right-of-way line, N00°06'18"W a distance of 20.00 feet to a point hereinafter referred to as "**POINT B**";

Thence leaving said right-of-way line, N89°53'42"E a distance of 36.50 feet;

Thence S00°06'18"E a distance of 20.00 feet;

Thence S89°53'42"W a distance of 36.50 feet to said right-of-way line and **POINT OF BEGINNING 2**.

Said parcel contains 730 Sq. Ft., more or less.

TOGETHER WITH

Commencing at the point previously referred to as "POINT B", thence to a point on the westerly right-of-way line of said proposed S. Peak Ave, N23°49'52"W a distance of 201.31 feet and being **POINT OF BEGINNING 3**.

Thence S89°53'44"W a distance of 25.02 feet;
Thence N00°06'16"W a distance of 20.00 feet;
Thence N89°53'44"E a distance of 25.02 feet to a point on said right-of-way line and hereinafter referred to as "POINT C";
Thence following said right-of-way line, S00°06'16"E a distance of 20.00 feet to **POINT OF BEGINNING 3**.

Said parcel contains 500 Sq. Ft., more or less.

TOGETHER WITH

Commencing at the point previously referred to as "POINT C", thence to a point on the easterly right-of-way line of said proposed S. Peak Ave, N76°23'15"E a distance of 83.31 feet and being **POINT OF BEGINNING 4**.

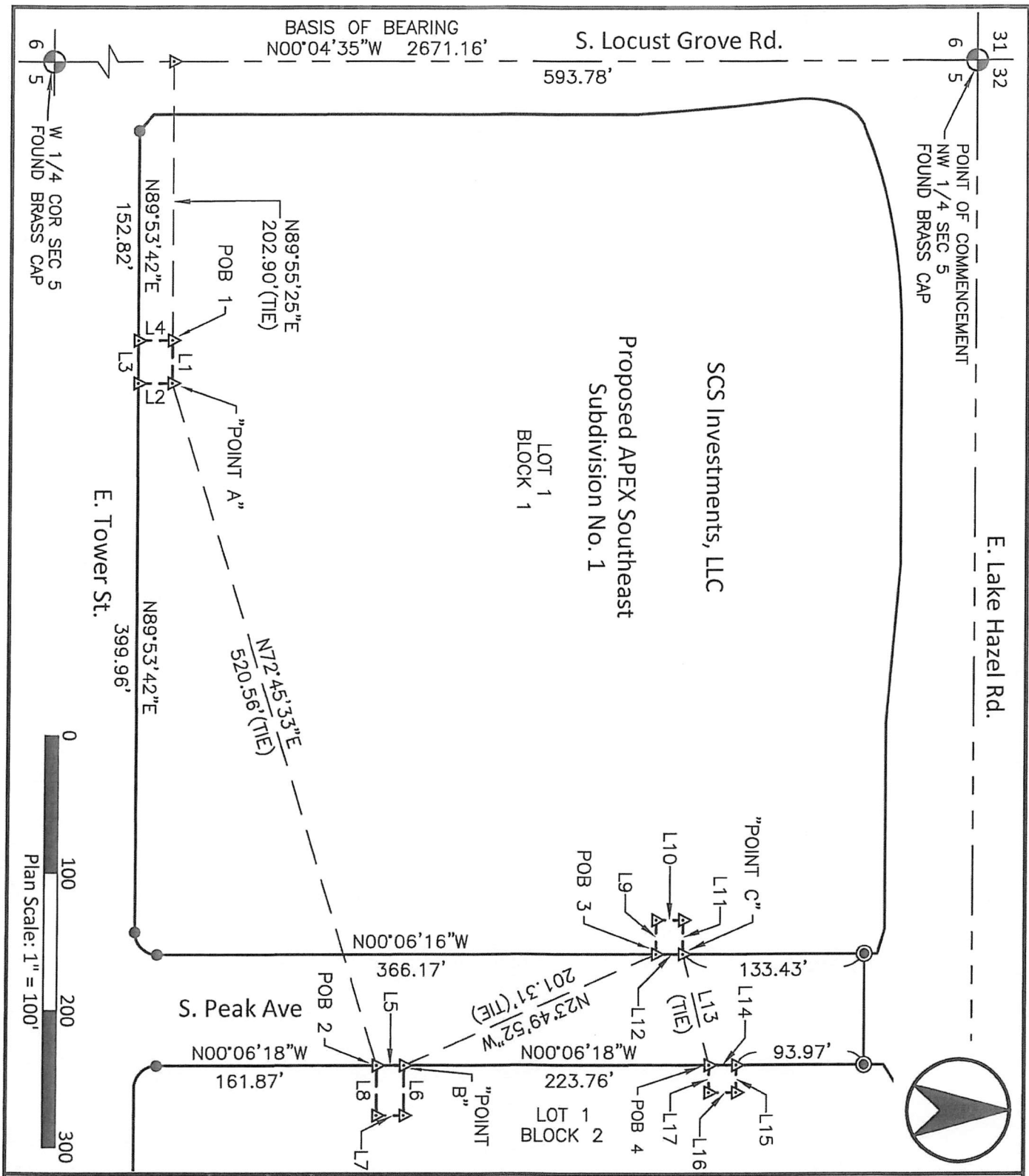
Thence following said right-of-way line, N00°06'18"W a distance of 20.00 feet;
Thence leaving said right-of-way line, N89°53'42"E a distance of 20.00 feet;
Thence S00°06'18"E a distance of 20.00 feet;
Thence S89°53'42"W a distance of 20.00 feet to said right-of-way line and **POINT OF BEGINNING 4**.

Said parcel contains 400 Sq. Ft., more or less.

Said description contains a total of 2,407 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 hereby made a part hereof.





**EXHIBIT B - CITY OF MERIDIAN SEWER & WATER EASEMENT
APEX SOUTHEAST SUBDIVISION No. 1**

Situated in a portion of the NW 1/4 of the NW 1/4 of Section 5, T2N, R1E, B.M., City of Meridian, Ada County, Idaho

 <p>KME ENGINEERING 5725 NORTH DISCOVERY WAY BOISE, IDAHO 83713 PHONE (208) 639-6939 kmeengllp.com</p>	DATE:	AUGUST 2021
	PROJECT:	20-124
	SHEET:	1 OF 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°54'48"E	31.10
L2	S0°04'35"E	25.00
L3	S89°53'42"W	31.10
L4	N0°04'35"W	25.00
L5	N0°06'18"W	20.00
L6	N89°53'42"E	36.50
L7	S0°06'18"E	20.00
L8	S89°53'42"W	36.50
L9	S89°53'44"W	25.02
L10	N0°06'16"W	20.00
L11	N89°53'44"E	25.02
L12	S0°06'16"E	20.00
L13	N76°23'15"E	83.31
L14	N0°06'18"W	20.00
L15	N89°53'42"E	20.00
L16	S0°06'18"E	20.00
L17	S89°53'42"W	20.00

LEGEND








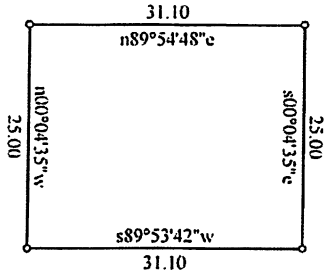
-  FOUND BRASS CAP
-  CALCULATED POINT
-  PROPOSED 5/8" REBAR
-  PROPOSED 1/2" REBAR
-  EASEMENT LINE
-  SUBDIVISION PARCEL LINE
-  SECTION LINE

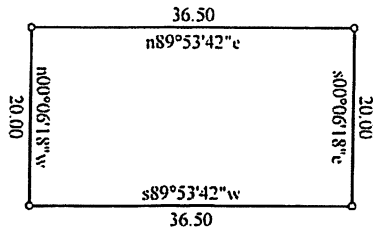
EXHIBIT B - CITY OF MERIDIAN SEWER & WATER EASEMENT
APEX SOUTHEAST SUBDIVISION No. 1

Situated in a portion of the NW 1/4 of the NW 1/4 of
Section 5, T2N, R1E, B.M., City of Meridian, Ada County, Idaho

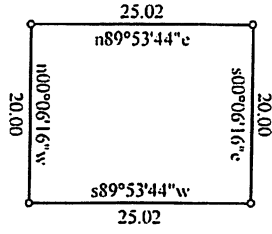
DATE: AUGUST 2021
PROJECT: 20-124
SHEET: 2 OF 2



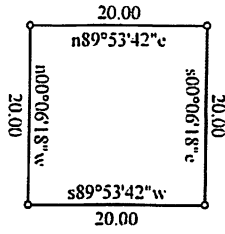
Title: 20-124 City of Meridian Sewer & Water Esmt - POB 1		Date: 06-01-2021
Scale: 1 inch = 20 feet	File: Deed Plotter.des	
Tract 1: 0.018 Acres: 777 Sq Feet: Closure = n00.0545w 0.01 Feet: Precision = 1/11275: Perimeter = 112 Feet		
001=n89.5448e 31.10	003=s89.5342w 31.10	
002=s00.0435e 25.00	004=n00.0435w 25.00	



Title: 20-124 City of Meridian Sewer & Water Esmt - POB 2		Date: 06-01-2021
Scale: 1 inch = 20 feet	File: Deed Plotter.des	
Tract 1: 0.017 Acres: 730 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 113 Feet		
001=n00.0618w 20.00	003=s00.0618e 20.00	
002=n89.5342e 36.50	004=s89.5342w 36.50	



Title: 20-124 City of Meridian Sewer & Water Esmt - POB 3		Date: 06-01-2021
Scale: 1 inch = 20 feet	File: Deed Plotter.des	
Tract 1: 0.011 Acres: 500 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 90 Feet		
001=s89.5344w 25.02	003=n89.5344e 25.02	
002=n00.0616w 20.00	004=s00.0616e 20.00	



Title: 20-124 City of Meridian Sewer & Water Esmt - POB 4		Date: 06-01-2021
Scale: 1 inch = 20 feet	File: Deed Plotter.des	
Tract 1: 0.009 Acres: 400 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 80 Feet		
001=n00.0618w 20.00	003=s00.0618e 20.00	
002=n89.5342e 20.00	004=s89.5342w 20.00	