

Project Name (Subdivision):

Ten Mile Creek Apartments Private Road
Sanitary Sewer & Water Main Easement Number:

1

Identify this Easement by sequential number if Project contains more than one easement of this type.
(See Instructions for additional information).

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this ___ day of _____, 20___ between SCS TM Creek LLC, DWT Investments LLC and SCS Brighton Altair 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 TM CREEK LLC,
an Idaho limited liability company

By: SCS Management LLC
an Idaho limited liability company, Manager

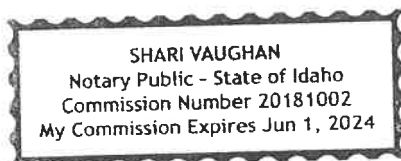
By: Michael A. Hall
Michael A. Hall, President

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

On this 30th day of March, 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 Management LLC, the Manager of SCS TM Creek 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 the certificate first above written

(stamp)



Shari Vaughan
Notary Signature
My Commission Expires: 6-1-2024

GRANTOR:

DWT INVESTMENTS LLC
an Idaho limited liability company

By: Brighton Corporation, an Idaho corporation,
Manager

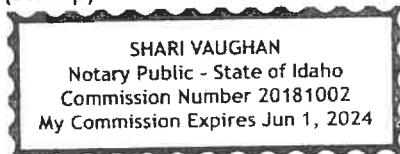
By: 
Robert L. Phillips, President

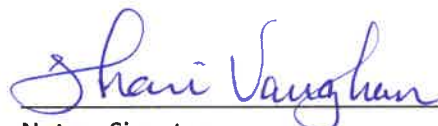
STATE OF IDAHO)
 .ss.
County of Ada)

On this 30th day of March, 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 the certificate first above written

(stamp)




Notary Signature
My Commission Expires: 6-1-2024

GRANTOR:

SCS BRIGHTON ALTAIR LLC
an Idaho limited liability company

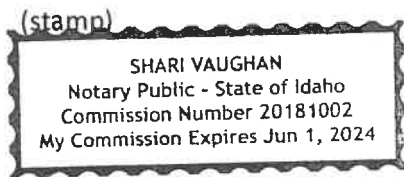
By: Brighton Corporation, an Idaho corporation,
Manager

By: 
Robert L. Phillips, President

STATE OF IDAHO)
 .ss.
County of Ada)

On this 30th day of March, 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 SCS Brighton Altair 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 the certificate first above written




Notary Signature
My Commission Expires: 6-1-2024

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)

County of Ada) ss.
)

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:_____

EXHIBIT A

DESCRIPTION FOR

CITY OF MERIDIAN SEWER AND WATER LINE EASEMENT TEN MILE CREEK APARTMENTS

A portion of Lots 2 and 3, Block 3 of TM Creek Subdivision No. 4 as filed in Book 117 of Plats at Pages 17944 through 17947, records of Ada County, Idaho and a portion of the NW1/4 of Section 14, T.3N., R.1W., B.M., Ada County, Idaho more particularly described as follows:

BEGINNING at the SW corner of said Lot 2;

thence along the West boundary line of said Lot 2 North 00°33'41" East, 15.90 feet;

thence leaving said West boundary line South 89°28'24" East, 187.12 feet;

thence North 62°58'40" East, 25.12 feet;

thence North 27°01'20" West, 3.64 feet;

thence North 62°58'40" East, 10.00 feet;

thence South 27°01'20" East, 3.64 feet;

thence North 62°58'40" East, 22.49 feet;

thence South 89°26'19" East, 213.92 feet;

thence North 00°33'41" East, 21.36 feet;

thence South 89°26'19" East, 15.26 feet;

thence South 00°33'41" West, 21.36 feet;

thence South 89°26'19" East, 179.56 feet;

thence North 00°33'41" East, 7.79 feet;

thence South 89°26'19" East, 10.00 feet;

thence South 00°33'41" West, 7.79 feet;

thence South 89°26'19" East, 175.94 feet;

thence North 00°33'41" East, 21.60 feet;

thence South 89°26'19" East, 14.27 feet;

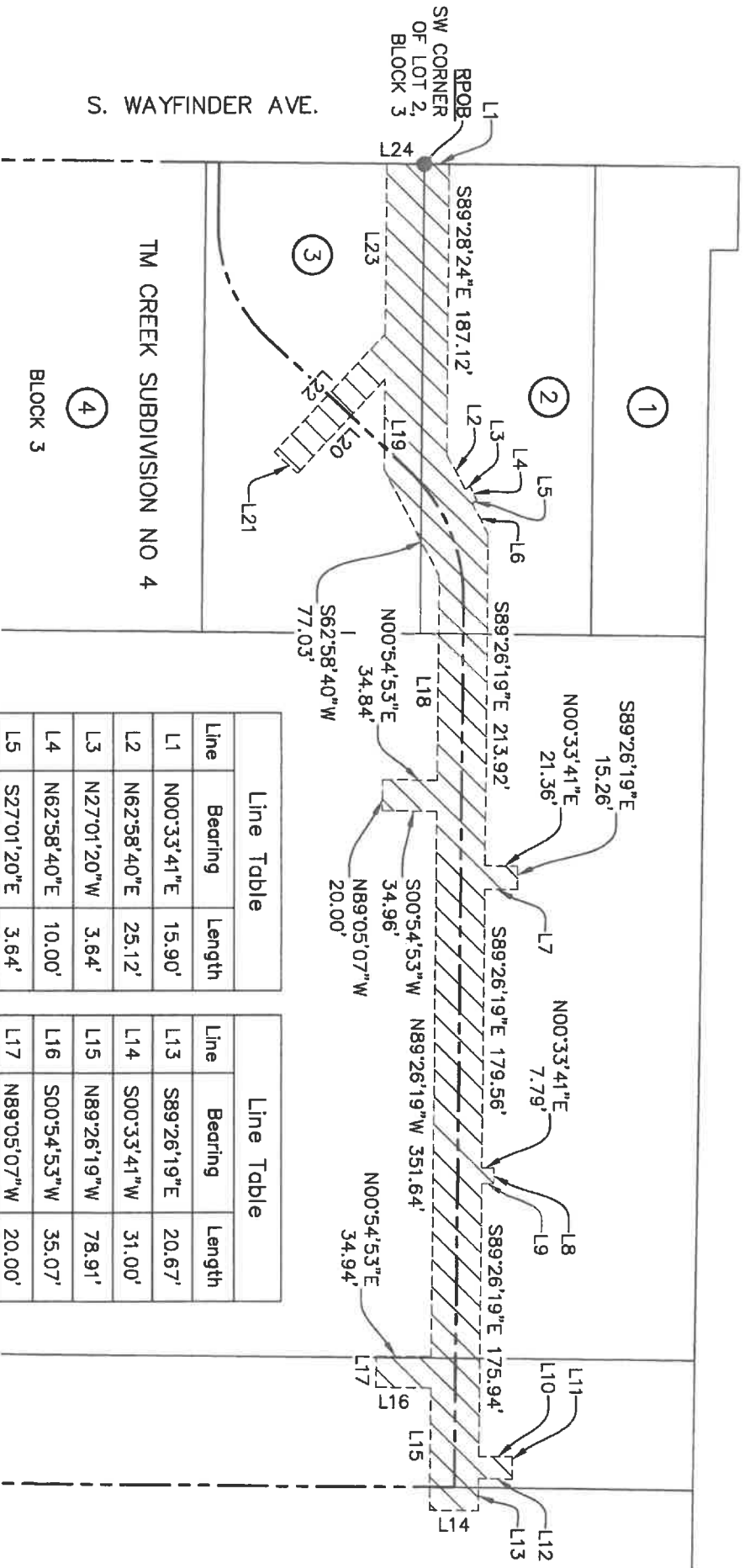
thence South 00°33'41" West, 21.60 feet;

thence South 89°26'19" East, 20.67 feet;

thence South 00°33'41" West, 31.00 feet;

thence North 89°26'19" West, 78.91 feet;
thence South 00°54'53" West, 35.07 feet;
thence North 89°05'07" West, 20.00 feet;
thence North 00°54'53" East, 34.94 feet;
thence North 89°26'19" West, 351.64 feet;
thence South 00°54'53" West, 34.96 feet;
thence North 89°05'07" West, 20.00 feet;
thence North 00°54'53" East, 34.84 feet;
thence North 89°26'19" West, 132.02 feet;
thence South 62°58'40" West, 77.03 feet;
thence North 89°28'24" West, 57.83 feet;
thence South 46°51'21" East, 82.72 feet;
thence South 43°08'39" West, 20.00 feet;
thence North 46°51'21" West, 104.45 feet;
thence North 89°28'24" West, 109.58 feet to a point on the West boundary line
of said Lot 3;
thence along said West boundary line North 00°33'41" East, 24.10 feet to the
REAL POINT OF BEGINNING.





Scale: 1"=100'

0 25 50 100 200

P:\Ten Mile Creek Apartments 21-341\dwg\Ten Mile Creek Apt. Offsite Utility Easement.dwg 3/28/2023 12:38:57 PM

IDAHO SURVEY GROUP, LLC

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8870

Exhibit B Drawing for TEN MILE CREEK APARTMENTS CITY OF MERIDIAN SEWER AND WATER EASEMENT

Located in The NW/4 of Section 14, T.3N., R.1W., B.M., Ada County, Idaho

Job No. 21-341

Sheet No. 1

Dwg. Date 3/28/2023