

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]

DWT INVESTMENTS LLC
an Idaho limited liability company

By: Brighton Corporation, an Idaho corporation, Manager

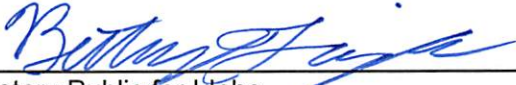
By: 
Robert L. Phillips, President of Manger

STATE OF IDAHO)
 :ss.
County of Ada)

On this 4 day of June, 2026, 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 02/12/2032

SCS INVESTMENTS LLC
an Idaho limited liability company

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

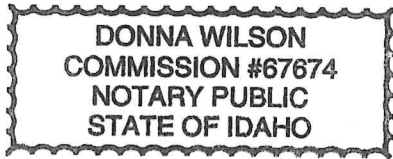
By: *Michael A. Hall*
Michael A. Hall, President of Manager

STATE OF IDAHO)
 : ss.
County of Ada)

On this 4 day of June, in the year of 2026, 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 company that executed the instrument or the person who executed the instrument on behalf of SCS Investments LLC, 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.

Donna Wilson
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.

Notary Stamp Below

Notary Signature
My Commission Expires: _____

May 28, 2026
Apex Northwest Subdivision No. 7
Project No. 24-289
City of Meridian Water and Sewer Easement
Legal Description

Exhibit A

Parcels of land for a City of Meridian Water and Sewer Easement situated in a portion of the Southwest 1/4 of the Southwest 1/4 of Section 32, 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 aluminum cap marking the West 1/4 corner of said Section 32, which bears N00°32'22"W a distance of 2,700.07 feet from a found aluminum cap marking the Southwest corner of said Section 32;

Thence following the westerly line of said Southwest 1/4, S00°32'22"E a distance of 1,392.44 feet;

Thence leaving said westerly line, N89°27'38"E a distance of 25.00 feet to **POINT OF BEGINNING 1.**

Thence N89°27'38"E a distance of 32.00 feet;

Thence S00°32'22"E a distance of 50.00 feet;

Thence S89°27'38"W a distance of 32.00 feet to a point hereinafter referred to as **POINT "A"**;

Thence N00°32'22"W a distance of 50.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 1,600 square feet, more or less.

TOGETHER WITH

Commencing at the point previously referred to as **POINT "A"**;

Thence S00°32'22"E a distance of 30.85 feet to **POINT OF BEGINNING 2.**

Thence N89°27'38"E a distance of 17.00 feet;

Thence S00°32'22"E a distance of 20.00 feet;

Thence S89°27'38"W a distance of 17.00 feet;

Thence N00°32'22"W a distance of 20.00 feet to **POINT OF BEGINNING 2.**

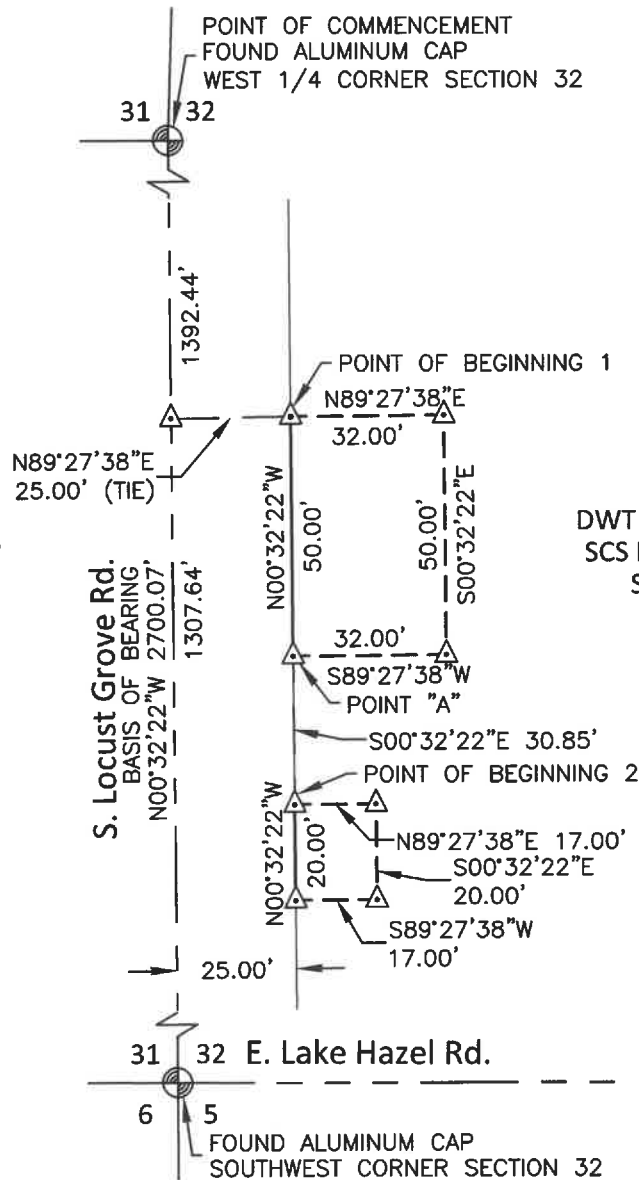
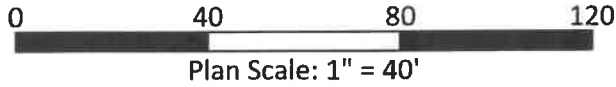
Said parcel contains 340 square feet, more or less.

Said description contains a total of 1,940 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.



5-28-2026



DWT Investments, LLC
 SCS Investments, LLC
 S1132325801

E. Crescendo St.
 Proposed
 Apex Northwest
 Subdivision No. 7

S. Locust Grove Rd.
 BASIS OF BEARING

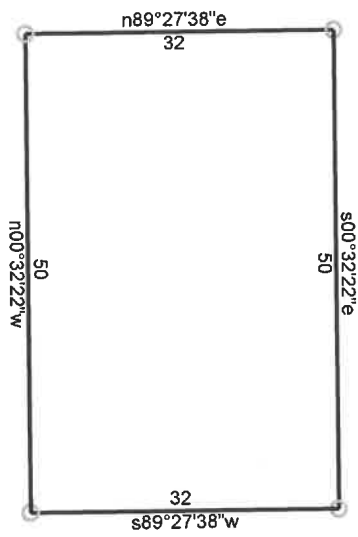
km
 ENGINEERING
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 639-6939
 kmengllp.com

DATE: May 2026
 PROJECT: 24-289

SHEET:
 1 OF 1

Exhibit B - City of Meridian Water and Sewer Easement
 Apex Northwest Subdivision No. 7

A portion of the SW 1/4 of the SW 1/4 of Section 32,
 T3N., R1E., B.M., City of Meridian, Ada County, Idaho



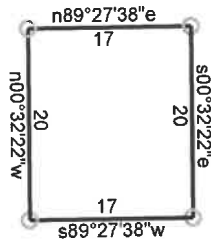
5/28/2026

Scale: 1 inch= 20 feet

File:

Tract 1: 0.0367 Acres (1600 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=164 ft.

- 01 n89.2738e 32
- 02 s00.3222e 50
- 03 s89.2738w 32
- 04 n00.3222w 50



5/28/2026

Scale: 1 inch= 20 feet

File:

Tract 1: 0.0078 Acres (340 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=74 ft.

- 01 n89.2738e 17
- 02 s00.3222e 20
- 03 s89.2738w 17
- 04 n00.3222w 20