

Project Name or Subdivision Name:

Apex Northwest Subdivision No. 7

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

Record Number: ESMT-2026-0131

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between DWT INVESTMENTS, LLC & SCSH PROPERTIES, LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS , the water main 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 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 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 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

SCSH PROPERTIES LLC,
an Idaho limited liability company

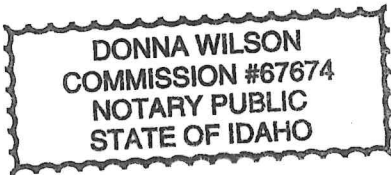
By: SCS Management LLC, an Idaho limited liability company
Its: Manager

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

STATE OF IDAHO)
 : ss.
County of Ada)

On this 3 day of June, in the year of 2020, 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 SCSH Properties 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 limited liability company, and that such limited liability company 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.



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 Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement situated in a portion of the Northeast 1/4 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 aluminum cap marking the East 1/4 corner of said Section 31, which bears N00°32'22"W a distance of 2,700.07 feet from a found aluminum cap marking the Southeast corner of said Section 31;

Thence following the easterly line of said Southeast 1/4, S00°32'22"E a distance of 452.26 feet;

Thence leaving said easterly line, S89°27'38"W a distance of 281.38 feet to **POINT OF BEGINNING 1.**

Thence S89°27'38"W a distance of 20.00 feet to a point hereinafter referred to as **POINT "A"**;

Thence N00°32'22"W a distance of 30.00 feet;

Thence N89°27'38"E a distance of 20.00 feet;

Thence S00°32'22"E a distance of 30.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 600 square feet, more or less.

TOGETHER WITH

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

Thence S63°01'37"W a distance of 862.18 feet to **POINT OF BEGINNING 2.**

Thence S42°08'41"W a distance of 20.00 feet;

Thence N47°51'19"W a distance of 30.00 feet;

Thence N42°08'41"E a distance of 20.00 feet;

Thence S47°51'19"E a distance of 30.00 feet to **POINT OF BEGINNING 2.**

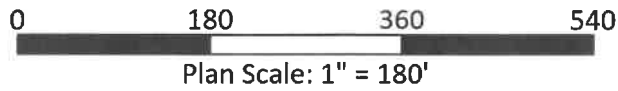
Said parcel contains 600 square feet.

Said description contains a total of 1,200 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.



POINT OF COMMENCEMENT
 FOUND ALUMINUM CAP
 EAST 1/4 CORNER SECTION 31 32



DWT Investments, LLC &
 SCSH Properties, LLC
 S1131417350
 5985 S Locust Grove Rd.

N89°27'38"E 20.00'
 N00°32'22"W 30.00'
 POINT "A"
 S00°32'22"E 30.00'
 S89°27'38"W
 281.38' (TIE)
 POINT OF BEGINNING 1
 S89°27'38"W 20.00'

S. Apex Way

S. Apex Ave.

S63°01'37"W
 862.18' (TIE)

Proposed
 Apex Northwest
 Subdivision No. 7

S47°51'19"E 30.00'
 N42°08'41"E 20.00'
 N47°51'19"W 30.00'

POINT OF BEGINNING 2
 S42°08'41"W 20.00'

452.26'
 S. Locust Grove Rd.
 2247.81'
 N00°32'22"W 2700.07'
 BASIS OF BEARING

E. Lake Hazel Rd. 31 32
 6 5
 FOUND ALUMINUM CAP
 SOUTHEAST CORNER SECTION 31

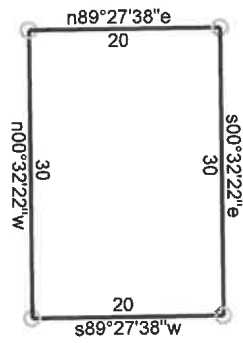
km
 ENGINEERING
 5725 NORTH DISCOVERY WAY
 BOISE, IDAHO 83713
 PHONE (208) 639-6939
 kmengllp.com

DATE: May 2026
 PROJECT: 24-289
 SHEET:
 1 OF 1

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

A portion of the NE 1/4 of the SE 1/4 of Section 31,
 T3N., R1E., B.M., City of Meridian, Ada County, Idaho

P:\24-289\SURVEY\CAD\EXHIBITS\24-289 CITY MERIDIAN WATER SEWER EASEMENT BRIGHTON APEX.DWG, AARON BALLARD, 5/29/2026, DWG TO PDF.PC3, ----



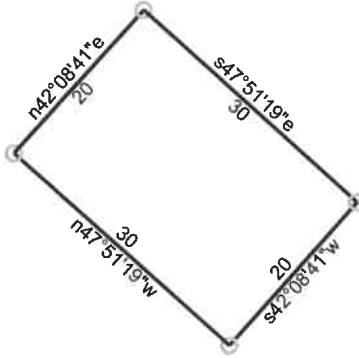
5/28/2026

Scale: 1 inch= 20 feet

File:

Tract 1: 0.0138 Acres (600 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=100 ft.

- 01 s89.2738w 20
- 02 n00.3222w 30
- 03 n89.2738e 20
- 04 s00.3222e 30



5/28/2026

Scale: 1 inch= 20 feet

File:

Tract 1: 0.0138 Acres (600 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=100 ft.

01 s42.0841w 20

02 n47.5119w 30

03 n42.0841e 20

04 s47.5119e 30