Project Name or Subdivision Name:			
Zenith Subdivision			
Sanitary Sewer & 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-2025-0155		

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20___ between DWT Investments LLC, an Idaho limited liability company and SCSH Properties LLC, an Idaho limited liability company, (collectively "Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor owns that certain property legally described on Exhibit A attached hereto (the "Grantor Property"), and Grantor desires to provide a sanitary sewer and water main right-of-way across a portion of the premises and property hereinafter particularly bounded, described and depicted on Exhibit B attached hereto (the "Easement Area"); 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 (the "Easement") over and across the Easement Area.

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 cost and expense of the Grantee, with the free right of access to such facilities located within the Easement Area as reasonably necessary for Grantee's maintenance and repair of such facilities at any and all reasonable times, provided, however, that, prior to such entry upon Grantor's Property, Grantee shall provide written notice to Grantor of such repair, or replacement activities (except in emergencies). Grantee shall perform such maintenance, repair, or replacement activities so as not to unreasonably interfere with Grantor's use and operation of the Grantor Property.

TO HAVE AND TO HOLD, the Easement unto the said Grantee, its successors and assigns forever, subject to the conditions set forth herein.

Sanitary Sewer and Water Main Easement FG: 103852405.6

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance or replacement activities upon the Easement, Grantee shall restore the Grantor Property to the condition existing prior to Grantee's entry upon Grantor's Property. However, Grantee shall not be responsible for repairing, replacing, or restoring anything placed within the Easement Area that was placed there in violation of the terms 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 only that would materially interfere with Grantee's use of the Easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs. The foregoing restrictions shall not prohibit Grantor's legal use of the Easement Area that does not conflict with the Grantee's enjoyment of the Easement, including, but not limited to, parking and landscaping over the Easement Area.

THE GRANTOR covenants and agrees with the Grantee that should any part of the Easement Area become part of, or lie within the boundaries of any public street, then, to such extent, such 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 as of the date of this Agreement, Grantor is lawfully seized and possessed of the Easement Area, and that Grantor has a good and lawful right to convey said easement to Grantee, and that Grantor shall use commercially reasonable efforts to defend the title and quiet possession thereof against lawful claims related thereto.

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.

[Signatures on next page]

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v	n	411		_	п	-

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 4th day of November, in the year of 2025, 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, an Idaho limited liability company, 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: 6-1-2030

SHARI VAUGHAN
COMMISSION #20181002
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/01/2030

GRANTOR:

SCSH Properties LLC

an Idaho limited liability company

By: SCS Management LLC

Its: Manager

STATE OF IDAHO

:SS.

County of Ada

)

)

On this 3rd day of November, in the year of 2025, 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, 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 COMMISSION #20181002 **NOTARY PUBLIC** STATE OF IDAHO MY COMMISSION EXPIRES 06/01/2030

My Commission expires: 6

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 b and Chris Johnson on behalf of th Clerk, respectively.	efore me on (date) by Robert E. Simison ne City of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	Notary Signature
	My Commission Expires:



February 20, 2025 Project No.: 22-075 Apex Zenith Property Boundary Adjustment Parcel D Legal Description

Exhibit A

A parcel of land being a portion of the Northwest 1/4 of Section 6, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a 5/8-inch rebar marking the Northwest corner of Government Lot 3 of said Section 6, which bears S89°42′12″E a distance of 1,189.98 feet from an aluminum cap marking the Northwest corner of said Section 6, thence following the westerly line of said Government Lot 3, S00°26′49″W a distance of 77.48 feet to a 5/8-inch rebar on the southerly right-of-way of W. Lake Hazel Road; Thence leaving said westerly line and following said southerly right-of-way, S89°42′12″E a distance of 1.28 feet to a 5/8-inch rebar being the **POINT OF BEGINNING.**

Thence leaving said westerly line and following said southerly right-of-way, S89°42′12″E a distance of 96.00 feet to a 5/8-inch rebar;

Thence leaving said southerly right-of-way, S00°17′48″W a distance of 213.85 feet to a 5/8-inch rebar; Thence 89.38 feet along the arc of a curve to the left, said curve having a radius of 981.46 feet, a delta angle of 05°13′03″, a chord bearing of S02°18′45″E, and a chord distance of 89.34 feet to a 5/8-inch rebar; Thence S04°55′16″E a distance of 63.79 feet to a 5/8-inch rebar;

Thence 84.82 feet along the arc of a curve to the left, said curve having a radius of 331.50 feet, a delta angle of 14°39′39″, a chord bearing of S12°15′06″E, and a chord distance of 84.59 feet to a 5/8-inch rebar; Thence 72.05 feet along the arc of a compound curve to the left, said curve having a radius of 46.50 feet, a delta angle of 88°46′52″, a chord bearing of S63°58′21″E, and a chord distance of 65.06 feet to a 5/8-inch rebar;

Thence 125.22 feet along the arc of a reverse curve to the right, said curve having a radius of 384.50 feet, a delta angle of 18°39′35″, a chord bearing of N80°58′00″E, and a chord distance of 124.67 feet to a 5/8-inch rebar;

Thence S89°42'12"E a distance of 375.88 feet to a 5/8-inch rebar;

Thence N00°17′48″E a distance of 361.55 feet to a 5/8-inch rebar on the southerly right-of-way of the Rawson Canal;

Thence following said southerly right-of-way, N70°28′01″W a distance of 375.34 feet to the southerly right-of-way of said W. Lake Hazel Road;

Thence leaving the southerly right-of-way of said Rawson Canal and following the southerly right-of-way of said W. Lake Hazel Rd. the following three (3) courses:

- 1. S89°42'12"E a distance of 638.17 feet to a 5/8-inch rebar;
- 2. S87°38'07"E a distance of 180.12 feet to a 5/8-inch rebar;
- 3. S89°42'12"E a distance of 87.69 feet to a 5/8-inch rebar;

Thence leaving said southerly right-of-way, S00°12′26″W a distance of 1,275.39 feet to a 5/8-inch rebar on the southerly line of said Government Lot 3;

Thence following said southerly line, S89°27′39″E a distance of 70.98 feet to a 5/8-inch rebar marking the Southeast corner of said Government Lot 3;

Thence leaving said southerly line and following the easterly line of the Southeast 1/4 of the Northwest 1/4 of said Section 6, S00°00′25″W a distance of 1,324.42 feet to a 5/8-inch rebar marking the Center 1/4 corner of said Section 6;

Thence leaving said easterly line and following the southerly line of said Southeast 1/4 of the Northwest 1/4, N89°22′50″W a distance of 1,320.93 feet to a brass cap marking the Southeast corner of Government Lot 5 of said Section 6;

Thence leaving the southerly line of said Southeast 1/4 of the Southwest 1/4 and following the southerly line of said Government Lot 5, N89°22′50″W a distance of 350.00 feet to a 5/8-inch rebar on the easterly right-of-way of W. Aristocrat Drive;

Thence leaving said southerly line and following said easterly right-of-way, N00°37′10″E a distance of 60.50 feet to a 5/8-inch rebar on the northerly right-of-way of said W. Aristocrat Drive;

Thence leaving said easterly right-of-way and following said northerly right-of-way the following four (4) courses:

- 1. N89°22′50"W a distance of 429.03 feet to a 5/8-inch rebar;
- 2. 123.19 feet along the arc of a curve to the left, said curve having a radius of 217.00 feet, a delta angle of 32°31′34″, a chord bearing of S74°21′24″W, and a chord distance of 121.54 feet to a 5/8-inch rebar;
- 3. S58°05'37"W a distance of 49.22 feet to a 5/8-inch rebar;
- 4. N89°22′50″W a distance of 211.45 feet to a 5/8-inch rebar on the easterly right-of-way of S. Meridian Road;

Thence leaving said northerly right-of-way and following said easterly right-of-way, N04°35′02″E a distance of 370.51 feet to a 5/8-inch rebar;

Thence leaving said easterly right-of-way, N89°50'15"E a distance of 120.87 feet to a 1/2-inch rebar;

Thence S00°51′06″W a distance of 50.00 feet to a 1/2-inch rebar;

Thence N89°50′15″E a distance of 190.40 feet to a 1/2-inch rebar;

Thence N00°51′06″E a distance of 150.00 feet to a 1/2-inch rebar;

Thence S89°50'15"W a distance of 305.70 feet to a 5/8-inch rebar on said easterly right-of-way;

Thence following said easterly right-of-way, N00°57'25"W a distance of 770.96 feet to a 5/8-inch rebar;

Thence leaving said easterly right-of-way, S89°42'12"E a distance of 1,152.54 feet to a 5/8-inch rebar;

Thene N38°20'37"E a distance of 28.79 feet to a 5/8-inch rebar;

Thence N00°17'45"E a distance of 559.21 feet to a 5/8-inch rebar;

Thence 68.66 feet along the arc of a curve to the left, said curve having a radius of 381.50 feet, a delta angle of 10°18′42″, a chord bearing of NO4°51′33″W, and a chord distance of 68.57 feet to a 5/8-inch rebar;

Thence 94.77 feet along the arc of a compound curve to the left, said curve having a radius of 156.50 feet, a delta angle of 34°41'42", a chord bearing of N27°21'46"W, and a chord distance of 93.33 feet to a 5/8-inch rebar:

Thence N44°42'37"W a distance of 22.65 feet to a 5/8-inch rebar;

Thence 58.20 feet along the arc of a curve to the left, said curve having a radius of 109.50 feet, a delta angle of 30°27′18″, a chord bearing of N59°56′16″W, and a chord distance of 57.52 feet to a 5/8-inch rebar;

Thence N62°37′53″W a distance of 19.60 feet to a 5/8-inch rebar;

Thence 57.91 feet along the arc of a curve to the left, said curve having a radius of 384.50 feet, a delta angle of 08°37′48″, a chord bearing of N83°11′35″W, and a chord distance of 57.86 feet to a 5/8-inch rebar;

Thene N00°17′48″E a distance of 71.28 feet to a 5/8-inch rebar;

Thence S89°42'12"E a distance of 89.82 feet to a 5/8-inch rebar;

Thence N76°15′37″E a distance of 20.62 feet to a 5/8-inch rebar;
Thence 77.82 feet along the arc of a curve to the left, said curve having a radius of 49.50 feet, a delta angle of 90°04′16″, a chord bearing of N45°19′56″E, and a chord distance of 70.05 feet to a 5/8-inch rebar;
Thence N00°17′48″E a distance of 405.73 feet to the **POINT OF BEGINNING.**

Said parcel contains a total of 100.533 acres, more or less.



Title: 250217 PBA Parcel D 22-075		Date: 02-17-2025
Scale: 1 inch = 500 feet	File: Deed Plotter.des	
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October 31, 2025 Project No.: 24-254 Zenith Subdivision City of Meridian Sewer and Water Easement Legal Description

Exhibit B

Parcels of land for a City of Meridian sewer and water easement being a portion of the South 1/2 of the Northwest 1/4 of Section 6, Township 2 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the West 1/4 corner of said Section 6, which bears \$00°51′06″W a distance of 2,641.96 feet from an aluminum cap marking the Northwest corner of said Section 6, thence following the westerly line of Government Lot 5 of said Section 6, N00°51′06″E a distance of 1,320.98 feet to the northerly line of said Government Lot 5;

Thence leaving said westerly line and following said northerly line, S89°27′14″E a distance of 435.44 feet:

Thence leaving said northerly line, S00°17'48"W a distance of 153.06 feet to POINT OF BEGINNING 1.

Thence S89°42'12"E a distance of 31.00 feet to a point hereinafter referred to as Point "A"; Thence S00°17'48"W a distance of 35.50 feet;

Thence N89°42'12"W a distance of 31.00 feet;

Thence N00°17'48"E a distance of 35.50 feet to POINT OF BEGINNING 1.

Said parcel contains 1,101 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence S89°42'12" E a distance of 515.71 feet to **POINT OF BEGINNING 2**.

Thence S89°42'12"E a distance of 31.00 feet to a point hereinafter referred to as Point "B";

Thence S00°17'48"W a distance of 35.50 feet;

Thence N89°42'12"W a distance of 31.00 feet;

Thence N00°17'48"E a distance of 35.50 feet to POINT OF BEGINNING 2.

Said parcel contains 1,101 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "B", thence S89°42'12"E a distance of 203.97 feet:

Thence S89°42'12"E a distance of 109.48 feet;

Thence N00°17'48"E a distance of 27.00 feet to POINT OF BEGINNING 3.

Thence N00°17'48"E a distance of 37.50 feet;
Thence S89°42'12"E a distance of 37.76 feet;
Thence S00°17'48"W a distance of 37.50 feet;
Thence N89°42'12"W a distance of 37.76 feet to **POINT OF BEGINNING 3**.

Said parcel contains 1,416 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "B", thence S89°42'12"E a distance of 203.97 feet:

Thence S37°45'02"E a distance of 28.79 feet:

Thence S00°17'48"W a distance of 156.84 feet;

Thence 92.76 feet along the arc of a curve to the right, said curve having a radius of 463.00 feet, a delta angle of 11°28'42", a chord bearing of S06°02'09"W and a chord distance of 92.60 feet;

Thence 107.58 feet along the arc of a curve to the left, said curve having a radius of 537.00 feet, a delta angle of 11°28'42", a chord bearing of S06°02'09"W and a chord distance of 107.40 feet;

Thence S00°17'48"W a distance of 41.99 feet to POINT OF BEGINNING 4.

Thence S00°17′48″W a distance of 31.00 feet to a point hereinafter referred to as Point "C";

Thence N89°42′12″W a distance of 35.50 feet;

Thence N00°17'48"E a distance of 31.00 feet;

Thence S89°42'12"E a distance of 35.50 feet to POINT OF BEGINNING 4.

Said parcel contains 1,101 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "C", thence S00°17'48"W a distance of 313.01 feet to POINT OF BEGINNING 5.

Thence S00°17'48"W a distance of 31.00 feet to a point hereinafter referred to as Point "D";

Thence N89°42′12″W a distance of 35.50 feet;

Thence N00°17'48"E a distance of 31.00 feet;

Thence S89°42'12"E a distance of 35.50 feet to POINT OF BEGINNING 5.

Said parcel contains 1,101 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "D", thence S00°17'48"W a distance of 299.07 feet to a point hereinafter referred to as Point "E";

Thence S78°43'01"E a distance of 96.20 feet;

Thence S00°37′10″W a distance of 14.50 feet to POINT OF BEGINNING 6.

Thence S89°22′50″E a distance of 25.17 feet;
Thence S00°37′10″W a distance of 20.00 feet;
Thence N89°22′50″W a distance of 25.17 feet;
Thence N00°37′10″E a distance of 20.00 feet to POINT OF BEGINNING 6.

Said parcel contains 503 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "E", thence S45°24'47"W a distance of 25.08 feet; Thence N89°22'50"W a distance of 361.74 feet to **POINT OF BEGINNING 7**.

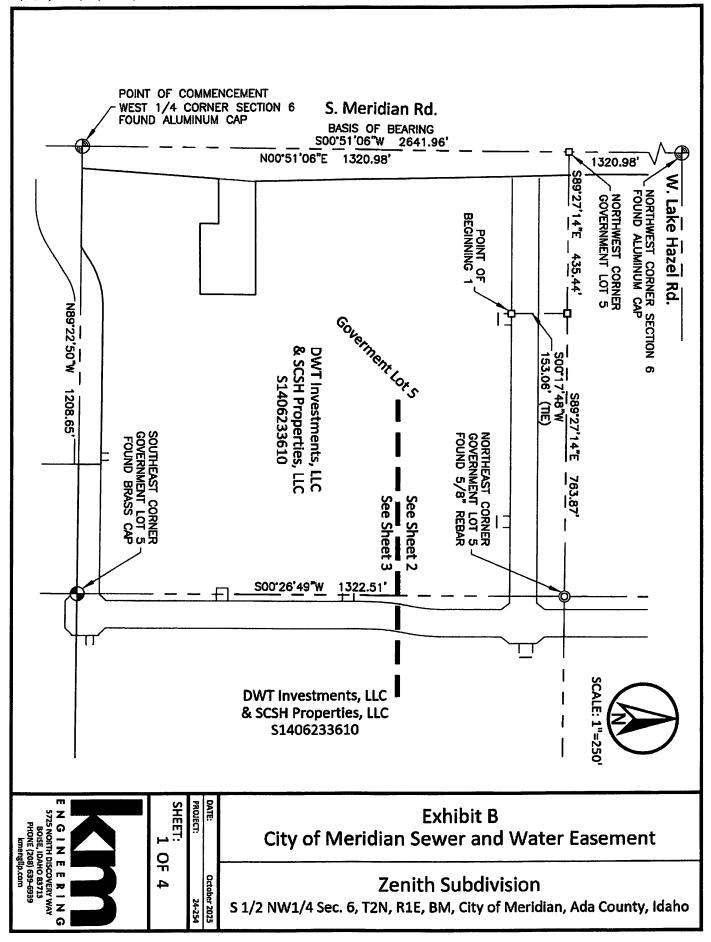
Thence N89°22′50″W a distance of 20.00 feet;
Thence N00°35′44″E a distance of 20.00 feet;
Thence S89°24′16″E a distance of 20.00 feet;
Thence S00°35′44″W a distance of 20.00 feet to POINT OF BEGINNING 7.

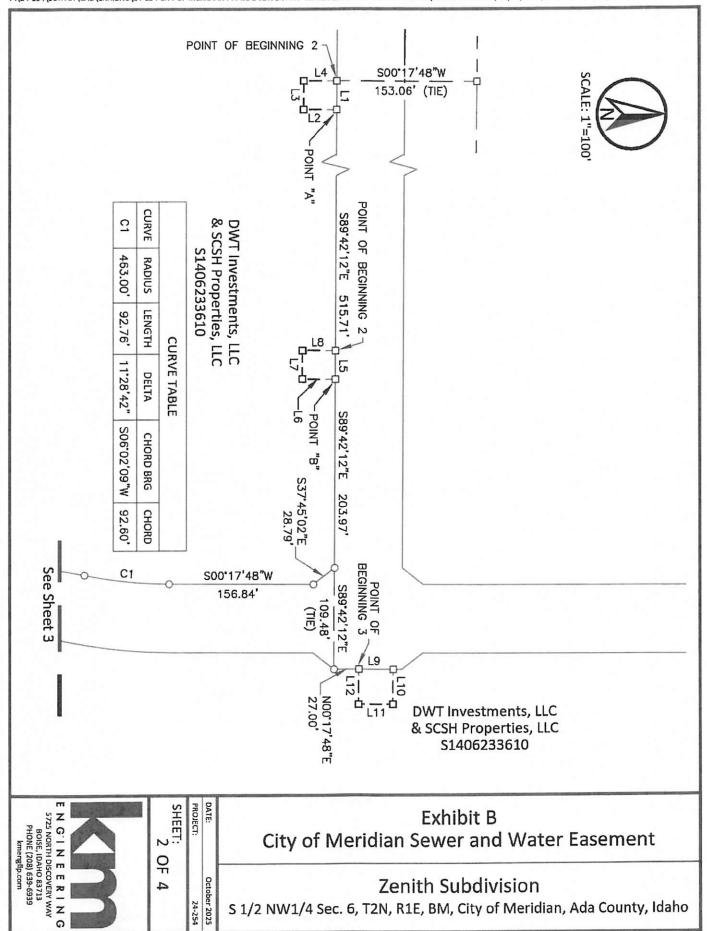
Said parcel contains 400 square feet, more or less.

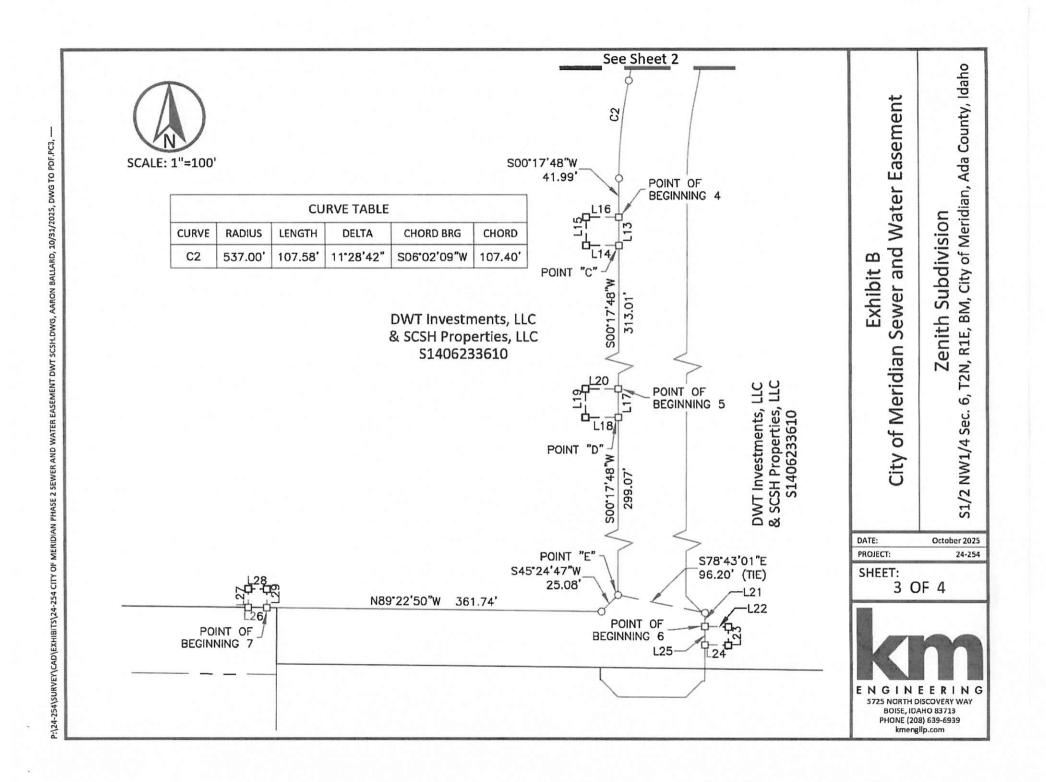
Said description contains a total of 6,723 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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









LINE TABLE BEARING DISTANCE LINE S89'42'12"E 31.00 L2 S00'17'48"W 35.50 L3 N89'42'12"W 31.00' N00'17'48"E 35.50' S89'42'12"E L5 31.00' L6 S00'17'48"W 35.50' N89°42'12"W L7 31.00' N00'17'48"E 35.50' L8 N00°17'48"E 37.50' L10 S89'42'12"E 37.76 L11 S00'17'48"W 37.50 N89'42'12"W L12 37.76' L13 S00'17'48"W 31.00' N89'42'12"W 35.50' L14 N00°17'48"E 31.00

LINE TABLE		
LINE	BEARING	DISTANCE
L16	S89*42'12"E	35.50'
L17	S00°17'48"W	31.00'
L18	N89*42'12"W	35.50'
L19	N00°17'48"E	31.00'
L20	S89°42'12"E	35.50'
L21	S00°37'10"W	14.50'
L22	S89*22'50"E	25.17'
L23	S00°37'10"W	20.00'
L24	N89*22'50"W	25.17
L25	N00°37'10"E	20.00'
L26	N89°22'50"W	20.00'
L27	N00°35'44"E	20.00'
L28	S89°24'16"E	20.00'
L29	S00°35'44"W	20.00'

Sewer and Water Easement **Exhibit B** City of Meridian

T2N, R1E, BM, City of Meridian, Ada County, Idaho

6

S1/2 NW1/4 Sec.

October 2025

24-254

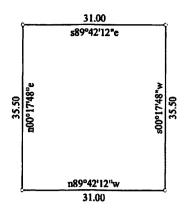
Zenith Subdivision

SHEET: 4 OF 4

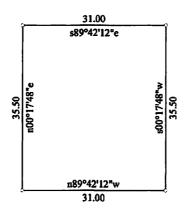
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PROJECT:

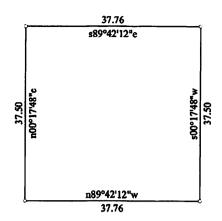




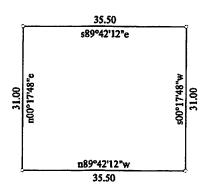
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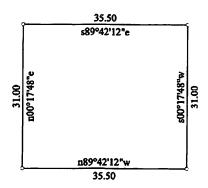
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002=s00.1748w 35.50	004=n00.1748e 35.50	



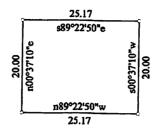
Title: POB 3		Date: 10-31-2025
Scale: 1 inch = 20 feet	File:	
Tract 1: 0.033 Acres: 1416 Sq Fee	t: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Per	rimeter - 151 Feet
001=n00.1748e 37.50	003=s00.1748w 37.50	
002=s89.4212e 37.76	004=n89.4212w 37.76	



Title: POB 4		Date: 10-31-2025
Scale: 1 inch = 20 feet	File:	
Tract 1: 0.025 Acres: 1101 Sq Fe	t: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Pe	rimeter = 133 Feet
001=s00.1748w 31.00	003=n00.1748e 31.00	
002=n89.4212w 35.50	004=s89.4212e 35.50	



Title: POB 5		Date: 10-31-2025
Scale: 1 inch = 20 feet	File:	
Tract 1: 0.025 Acres: 1101 Sq Fe	et: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perime	eter = 133 Feet
001=s00.1748w 31.00	003=n00.1748e 31.00	
002=n89 4212w 35.50	004=s89.4212e 35.50	

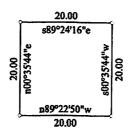


 Title:
 POB 6
 Date: 10-31-2025

 Scale:
 1 inch = 20 feet
 File:

 Tract 1:
 0.012 Acres:
 503 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/9999999: Perimeter = 90 Feet

001=s89.2250e 25.17 002=s00.3710w 20.00 003=n89.2250w 25.17 004=n00.3710e 20.00



Title: POB 7		Date: 10-31-2025
Scale: 1 inch = 20 feet	File:	
Tract 1: 0.009 Acres: 400 Sq Fee	t: Closure = s00.3627w 0.01 Feet: Precision =1/9594: Perimeter = 80) Feet
001=n89.2250w 20.00	003=s89.2416e 20.00	
002=n00.3544e 20.00	004=s00.3544w 20.00	