

Project Name or Subdivision Name:

Zenith Subdivision

Sanitary Sewer & Water Main Easement Number: 2
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 ESMT-2025-0156
Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between DWT Investments LLC, an Idaho limited liability company, SCSH Properties LLC, an Idaho limited liability company and SCS Investments LLC, (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.

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]

GRANTOR:

DWT INVESTMENTS LLC
an Idaho limited liability company

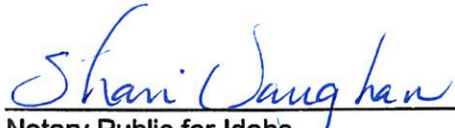
By: Brighton Corporation, an Idaho
corporation, Manager

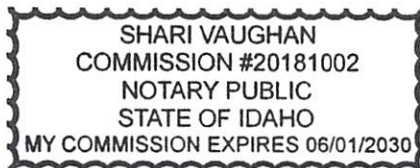
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 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



GRANTOR:

SCSH Properties LLC
an Idaho limited liability company

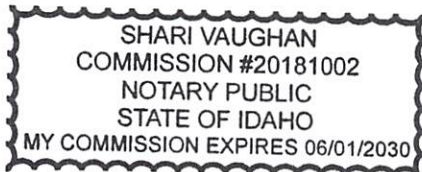
By: SCS Management LLC
Its: Manager

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

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
Notary Public for Idaho
My Commission expires: 6-1-2030

GRANTOR:

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 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 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.



Shari Vaughan
Notary Public for Idaho
My Commission expires: 6-1-2030

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: _____

February 20, 2025
Project No.: 22-075
Apex Zenith Property Boundary Adjustment
Parcel C
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 southerly right-of-way, S00°17'48"W a distance of 405.73 feet to a 5/8-inch rebar;
Thence 77.82 feet along the arc of a curve to the right, said curve having a radius of 49.50 feet, a delta angle of 90°04'16", a chord bearing of S45°19'56"W, and a chord distance of 70.05 feet to a 5/8-inch rebar;
Thence S76°15'37"W a distance of 20.62 feet to a 5/8-inch rebar;
Thence N89°42'12"W a distance of 89.82 feet to a 5/8-inch rebar;
Thence S00°17'48"W a distance of 71.28 feet to a 5/8-inch rebar;
Thence 57.91 feet along the arc of a curve to the right, said curve having a radius of 384.50 feet, a delta angle of 08°37'48", a chord bearing of S83°11'35"E, and a chord distance of 57.86 feet to a 5/8-inch rebar;
Thence S62°37'53"E a distance of 19.60 feet to a 5/8-inch rebar;
Thence 58.20 feet along the arc of a curve to the right, said curve having a radius of 109.50 feet, a delta angle of 30°27'18", a chord bearing of S59°56'16"E, and a chord distance of 57.52 feet to a 5/8-inch rebar;
Thence S44°42'37"E a distance of 22.65 feet to a 5/8-inch rebar;
Thence 94.77 feet along the arc of a curve to the right, said curve having a radius of 156.50 feet, a delta angle of 34°41'42", a chord bearing of S27°21'46"E, and a chord distance of 93.33 feet to a 5/8-inch rebar;
Thence 68.66 feet along the arc of a compound curve to the right, said curve having a radius of 381.50 feet, a delta angle of 10°18'42", a chord bearing of S04°51'33"E, and a chord distance of 68.57 feet to a 5/8-inch rebar;
Thence S00°17'45"W a distance of 559.21 feet to a 5/8-inch rebar;
Thence S38°20'37"W a distance of 28.79 feet to a 5/8-inch rebar;
Thence N89°42'12"W a distance of 1,144.90 feet to a 5/8-inch rebar;
Thence N00°51'06"E a distance of 659.22 feet to a 5/8-inch rebar;
Thence S89°42'12"E a distance of 34.70 feet to a 5/8-inch rebar;
Thence N00°17'48"E a distance of 38.59 feet to a 5/8-inch rebar;
Thence S89°42'12"E a distance of 84.68 feet to a 5/8-inch rebar;

Thence 153.99 feet along the arc of a curve to the left, said curve having a radius of 250.00 feet, a delta angle of $35^{\circ}17'31''$, a chord bearing of $N72^{\circ}39'02''E$, and a chord distance of 151.57 feet to a 5/8-inch rebar;

Thence $N55^{\circ}00'16''E$ a distance of 86.58 feet to a 5/8-inch rebar;

Thence 117.03 feet along the arc of a curve to the right, said curve having a radius of 190.00 feet, a delta angle of $35^{\circ}17'31''$, a chord bearing of $N72^{\circ}39'02''E$, and a chord distance of 115.19 feet to a 5/8-inch rebar;

Thence $S89^{\circ}42'12''E$ a distance of 431.00 feet to a 5/8-inch rebar;

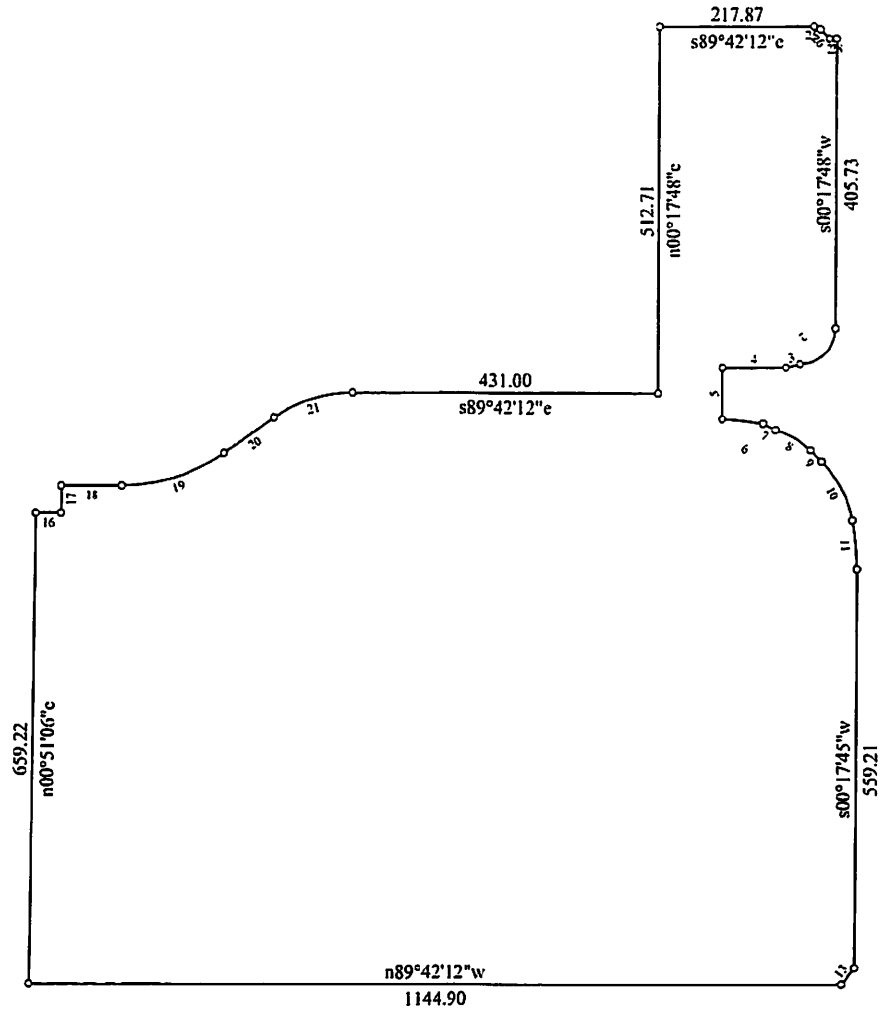
Thence $N00^{\circ}17'48''E$ a distance of 512.71 feet to a 5/8-inch rebar on the southerly right-of-way of said W. Lake Hazel Road;

Thence following said southerly right-of-way the following five (5) courses:

1. $S89^{\circ}42'12''E$ a distance of 217.87 feet to a 5/8-inch rebar;
2. 10.30 feet along the arc of a curve to the right, said curve having a radius of 13.00 feet, a delta angle of $45^{\circ}23'26''$, a chord bearing of $S67^{\circ}00'29''E$, and a chord distance of 10.03 feet to a 5/8-inch rebar;
3. $S44^{\circ}18'46''E$ a distance of 18.42 feet to a 5/8-inch rebar;
4. $S89^{\circ}42'12''E$ a distance of 8.66 feet to a 5/8-inch rebar on the westerly boundary of said Lot 3;
5. Thence leaving said westerly boundary, $S89^{\circ}42'12''E$ a distance of 1.28 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 23.598 acres, more or less.





Title: 250217 PBA Parcel C 22-075		Date: 02-17-2025
Scale: 1 inch = 250 feet	File: Deed Plotter.des	
Tract 1: 23.598 Acres: 1027935 Sq Feet: Closure = n61.1429e 0.01 Feet: Precision =1/669739: Perimeter = 5095 Feet		
001=s00.1748w 405.73	011: Rt, R=381.50, Delta=10.1842 Bng=s04.5133e, Chd=68.57	021: Rt, R=190.00, Delta=35.1731 Bng=n72.3902e, Chd=115.19
002: Rt, R=49.50, Delta=90.0416 Bng=s45.1956w, Chd=70.05	012=s00.1745w 559.21	022=s89.4212e 431.00
003=s76.1537w 20.62	013=s38.2037w 28.79	023=n00.1748e 512.71
004=n89.4212w 89.82	014=n89.4212w 1144.90	024=s89.4212e 217.87
005=s00.1748w 71.28	015=n00.5106e 659.22	025: Rt, R=13.00, Delta=45.2326 Bng=s67.0029e, Chd=10.03
006: Rt, R=384.50, Delta=08.3748 Bng=s83.1135e, Chd=57.86	016=s89.4212e 34.70	026=s44.1846e 18.42
007=s62.3753e 19.60	017=n00.1748e 38.59	027=s89.4212e 8.66
008: Rt, R=109.50, Delta=30.2718 Bng=s59.5616e, Chd=57.52	018=s89.4212e 84.68	028=s89.4212e 1.28
009=s44.4237e 22.65	019: Lt, R=250.00, Delta=35.1731 Bng=n72.3902e, Chd=151.57	
010: Rt, R=156.50, Delta=34.4142 Bng=s27.2146e, Chd=93.33	020=n55.0016e 86.58	

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 Government Lots 4 and 5 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 S00°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 466.44 feet;
Thence leaving said northerly line, S00°17'48"W a distance of 23.43 feet to **POINT OF BEGINNING 1.**

Thence S00°17'48"W a distance of 55.50 feet to a point hereinafter referred to as Point "A";
Thence N89°42'12"W a distance of 31.00 feet;
Thence N00°17'48"E a distance of 55.50 feet;
Thence S89°42'12"E a distance of 31.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 1,720 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 601.12 feet to **POINT OF BEGINNING 2.**

Thence N00°17'48"E a distance of 28.51 feet;
Thence S89°42'12"E a distance of 20.00 feet;
Thence S00°17'48"W a distance of 28.51 feet to a point hereinafter referred to as Point "B";
Thence N89°42'12"W a distance of 20.00 feet to **POINT OF BEGINNING 2.**

Said parcel contains 570 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 129.55 feet;
Thence N38°20'37"E a distance of 28.79 feet;
Thence N00°17'48"E a distance of 213.56 feet to **POINT OF BEGINNING 3.**

Thence N89°42'12"W a distance of 32.58 feet;
Thence N00°17'48"E a distance of 20.00 feet;
Thence S89°42'12"E a distance of 32.58 feet;
Thence S00°17'48"W a distance of 20.00 feet to **POINT OF BEGINNING 3.**

Said parcel contains 652 square feet, more or less.

Said description contains a total of 2,942 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.



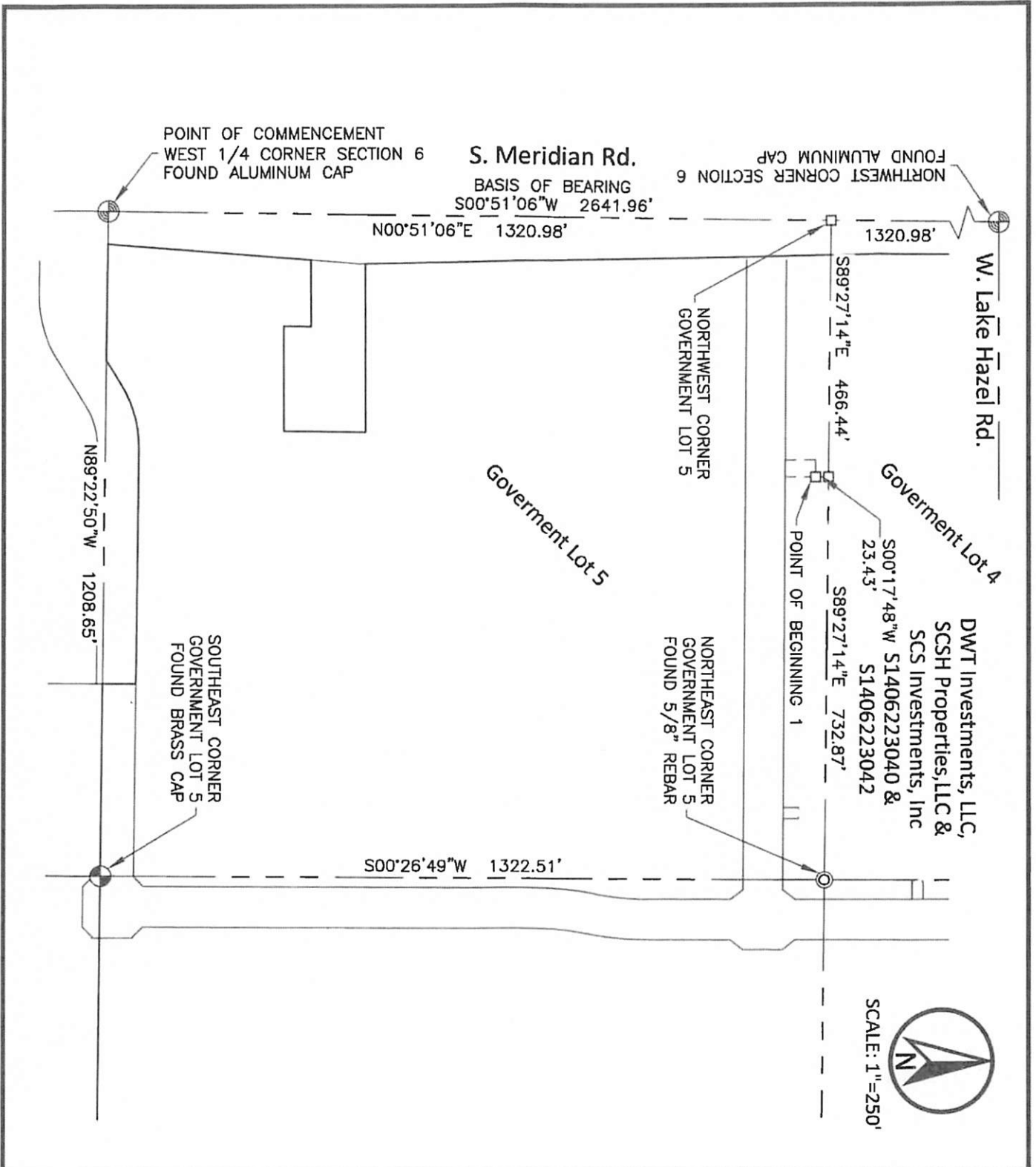


Exhibit B City of Meridian Sewer and Water Easement

Zenith Subdivision

Gov. Lots 4&5 Sec. 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho

DATE: October 2025
PROJECT: 24-254

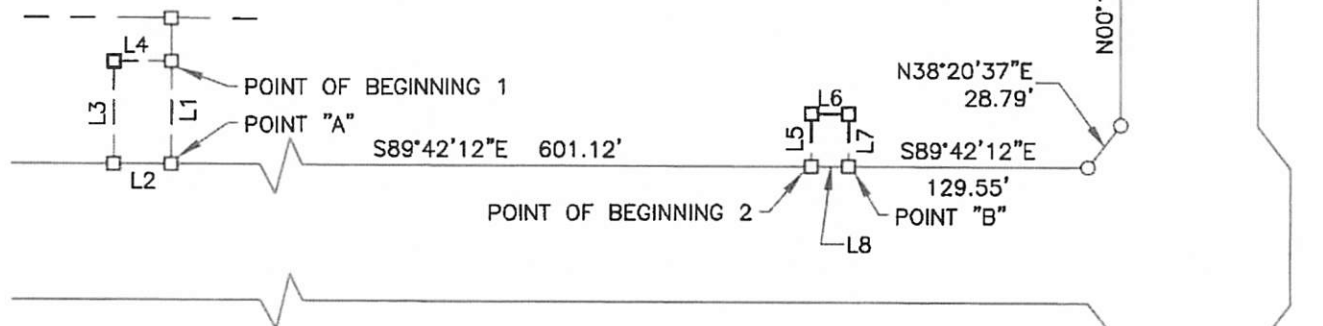
SHEET: 1 OF 2

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



SCALE: 1"=100'

DWT Investments, LLC,
SCSH Properties, LLC &
SCS Investments, Inc
S1406223040 &
S1406223042



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°17'48"W	55.50'
L2	N89°42'12"W	31.00'
L3	N00°17'48"E	55.50'
L4	S89°42'12"E	31.00'
L5	N00°17'48"E	28.51'
L6	S89°42'12"E	20.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	S00°17'48"W	28.51'
L8	N89°42'12"W	20.00'
L9	N89°42'12"W	32.58'
L10	N00°17'48"E	20.00'
L11	S89°42'12"E	32.58'
L12	S00°17'48"W	20.00'

Exhibit B City of Meridian Sewer and Water Easement

Zenith Subdivision

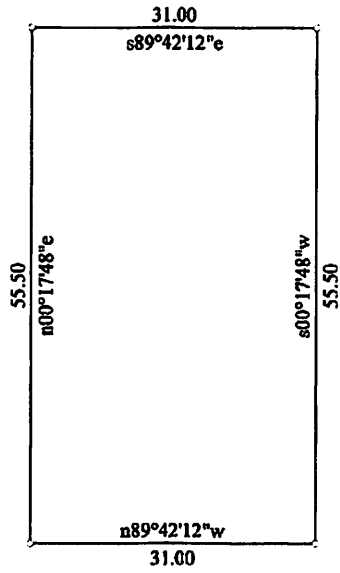
Gov. Lots 4&5 Sec. 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho

DATE: October 2025

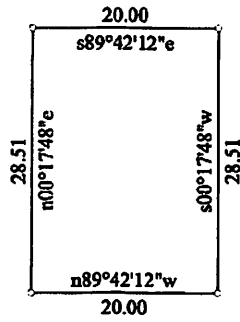
PROJECT: 24-254

SHEET:
2 OF 2

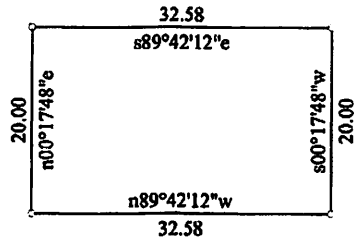
km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com



Title: POB 1		Date: 10-31-2025
Scale: 1 inch = 20 feet	File:	
Tract 1: 0.039 Acres: 1720 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 173 Feet		
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002=n89.4212w 31.00	004=s89.4212e 31.00	



Title: POB 2		Date: 10-31-2025
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Tract 1: 0.013 Acres: 570 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 97 Feet		
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002=s89.4212e 20.00		004=n89.4212w 20.00



Title:		Date: 10-31-2025
Scale: 1 inch = 20 feet	File:	
Tract 1: 0.015 Acres: 652 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 105 Feet		
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002=n00.1748e 20.00	004=s00.1748w 20.00	