

Project Name or Subdivision Name:

Apex Zenith

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-2026-0219

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between
DWT Investments LLC and 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.

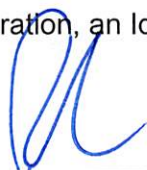
THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR:

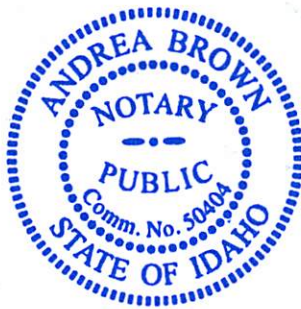
DWT INVESTMENTS LLC
an Idaho limited liability company

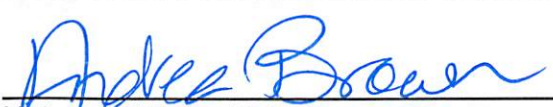
By: Brighton Corporation, an Idaho corporation, Manager

By: 
Robert L. Phillips, President of Manager

STATE OF IDAHO)
 :SS.
County of Ada)

This record was acknowledged before me on September 13, 2026, by Robert L. Phillips, as President of Brighton Corporation, the Manager of DWT Investments LLC, on behalf of whom the record was executed.




Notary Public for Idaho
My Commission expires 11/13/2026

GRANTOR:

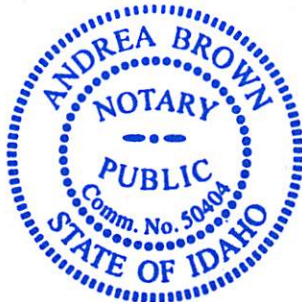
SCSH PROPERTIES LLC,
an Idaho limited liability company

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)

This record was acknowledged before me on September 23, 2026, by Michael A. Hall, as President of SCS Management LLC, the Manager of SCSH Properties LLC, on behalf of whom the record was executed.



Andrea Brown
Notary Public for Idaho
My Commission expires 11/13/2026

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: _____

September 21, 2026
Project No.: 24-254
Zenith Subdivision
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian water easement being a portion of Government Lot 4 of Section 6, Township 2 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the Northwest corner of said Section 6, which bears N00°51'06"E a distance of 2,641.96 feet from an aluminum cap marking the West 1/4 corner of said Section 6, thence following the westerly line of said Government Lot 4, S00°51'06"W a distance of 333.21 feet;

Thence leaving said westerly line, S89°08'54"E a distance of 687.32 feet to the boundary of an existing City of Meridian sewer and water easement recorded as Instrument No. 2025-071047, records of Ada County, Idaho and being the **POINT OF BEGINNING**.

Thence following said boundary the following two (2) courses:

1. N00°17'48"E a distance of 15.00 feet;
2. S89°42'12"E a distance of 10.00 feet;

Thence leaving said boundary, S00°17'48"W a distance of 15.00 feet;

Thence N89°42'12"W a distance of 10.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 150 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.



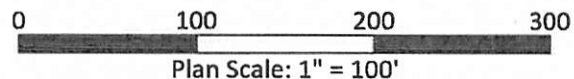
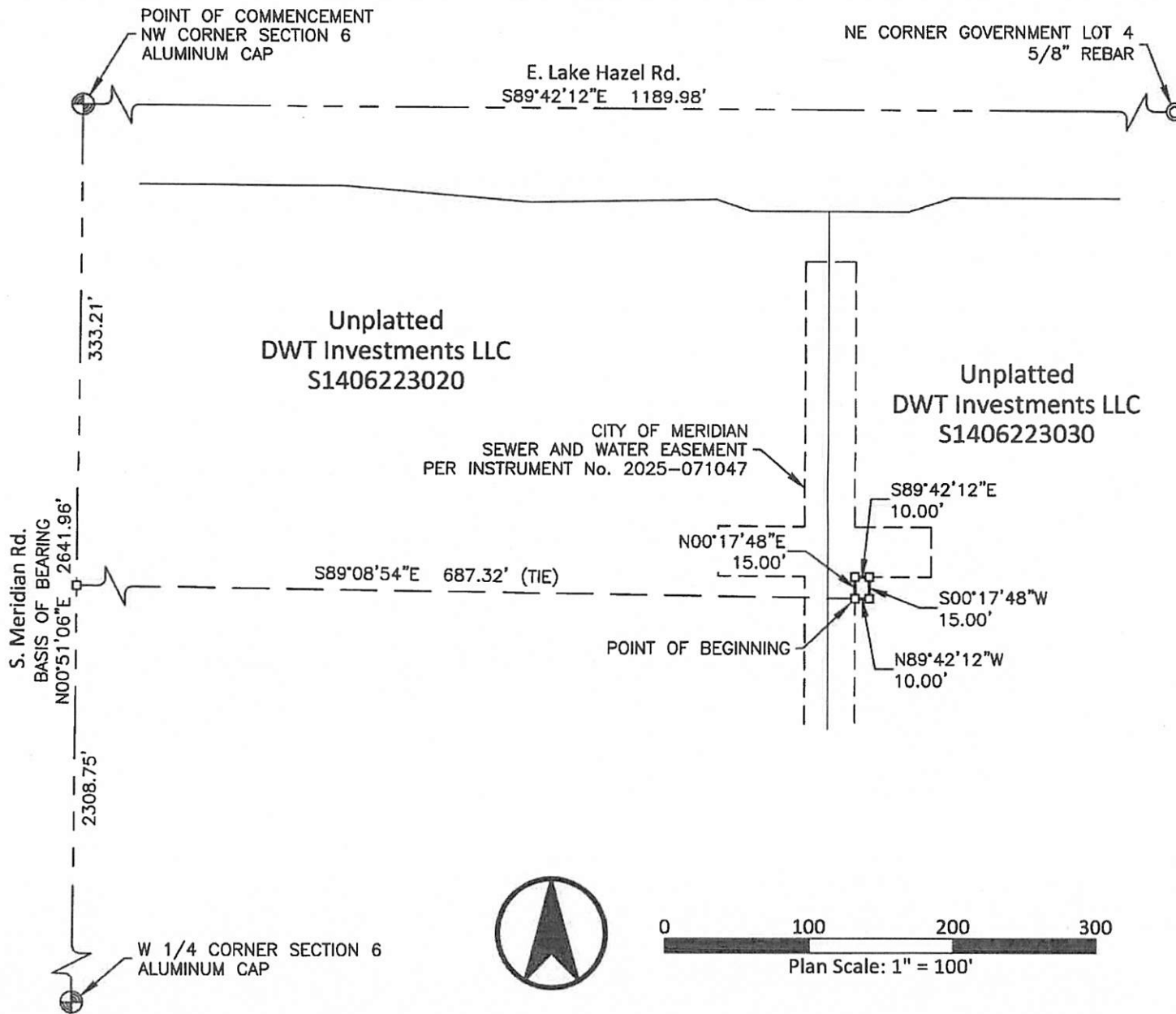


Exhibit B City of Meridian Water Easement

Zenith Subdivision

A portion of Gov't Lot 4 of Sec. 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho

DATE: September 2025

PROJECT: 25-254

SHEET:
1 OF 1

km
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