

Project Name or Subdivision Name:

Apex Zenith Sewer and Water Easement 1

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 ESMT-2025-0123

Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 28th day of October 2025 between DWT Investments LLC, an Idaho limited liability company, SCS 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.

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

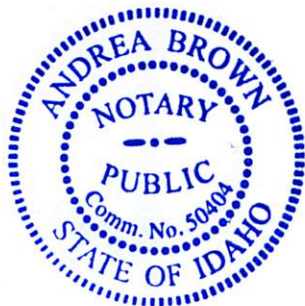
By: Brighton Corporation, an Idaho corporation, Manager

By: 
Robert L. Phillips, President

STATE OF IDAHO)
)
) ss.
County of Ada)

On this 13 day of October, 2025, 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, 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
11/13/2026
My Commission expires

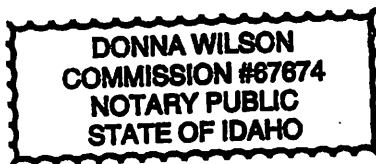
SCS INVESTMENTS LLC
an Idaho limited liability company

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

STATE OF IDAHO)
) ss.
County of Ada)

On this 13 day of October
, 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, 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.



Donna Wilson
Notary Public for Idaho
5-6-2028
My Commission expires

SCSH PROPERTIES LLC,
an Idaho limited liability company

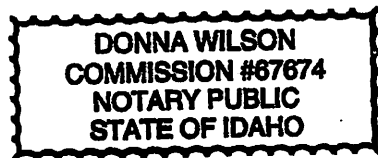
By: SCS Management LLC, an Idaho limited liability company
Its: Manager

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

STATE OF IDAHO)
: ss.
County of Ada)

On this 13 day of October, 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.



Donna Wilson
Notary Public for Idaho
My Commission expires 5-6-2028

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 10-28-2025

Attest by Chris Johnson, City Clerk 10-28-2025

STATE OF IDAHO)
 : ss.
County of Ada)

This record was acknowledged before me on 10-28-2025 (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: 3-28-2028

Exhibit A

Grantor Property

[To be inserted]



October 7, 2025
Project No.: 22-075
Apex Zenith
Parcel A
Legal Description

A parcel of land 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 Northwest corner of said Section 6, which bears N89°42'12"W a distance of 1,189.98 feet from a 5/8-inch rebar marking the Northeast corner of said Lot 4, thence following the northerly line of said Lot 4, S89°42'12"E a distance of 665.06 feet; Thence leaving said northerly line, S00°17'48"W a distance of 70.50 feet to a 5/8-inch rebar on the southerly right-of-way of W. Lake Hazel Road and being the **POINT OF BEGINNING**.

Thence leaving said southerly right-of-way, S00°17'48"W a distance of 502.71 feet to a 5/8-inch rebar; Thence N89°42'12"W a distance of 155.00 feet to a 5/8-inch rebar; Thence 117.03 feet along the arc of a curve to the left, said curve having a radius of 190.00 feet, a delta angle of 35°17'31", a chord bearing of S72°39'02"W, and a chord distance of 115.19 feet to a 5/8-inch rebar; Thence S55°00'16"W a distance of 86.58 feet to a 5/8-inch rebar; Thence 153.99 feet along the arc of a curve to the right, said curve having a radius of 250.00 feet, a delta angle of 35°17'31", a chord bearing of S72°39'02"W, and a chord distance of 151.57 feet to a 5/8-inch rebar; Thence N89°42'12"W a distance of 84.68 feet to a 5/8-inch rebar; Thence S00°17'48"W a distance of 38.59 feet to a 5/8-inch rebar; Thence N89°42'12"W a distance of 34.70 feet to a 5/8-inch rebar; Thence S00°51'06"W a distance of 659.22 feet to a 5/8-inch rebar; Thence N89°42'12"W a distance of 7.65 feet to a 5/8-inch rebar on the easterly right-of-way of S. Meridian Road;

Thence following said easterly right-of-way the following three (3) courses:

1. N00°57'25"W a distance of 169.59 feet to a brass cap;
2. N00°51'06"E a distance of 1,162.32 feet to a 5/8-inch rebar;
3. N45°34'27"E a distance of 11.31 feet to a 5/8-inch rebar on the southerly right-of-way of W. Lake Hazel Road;

Thence leaving said easterly right-of-way and following said southerly right-of-way the following nine (9) courses:

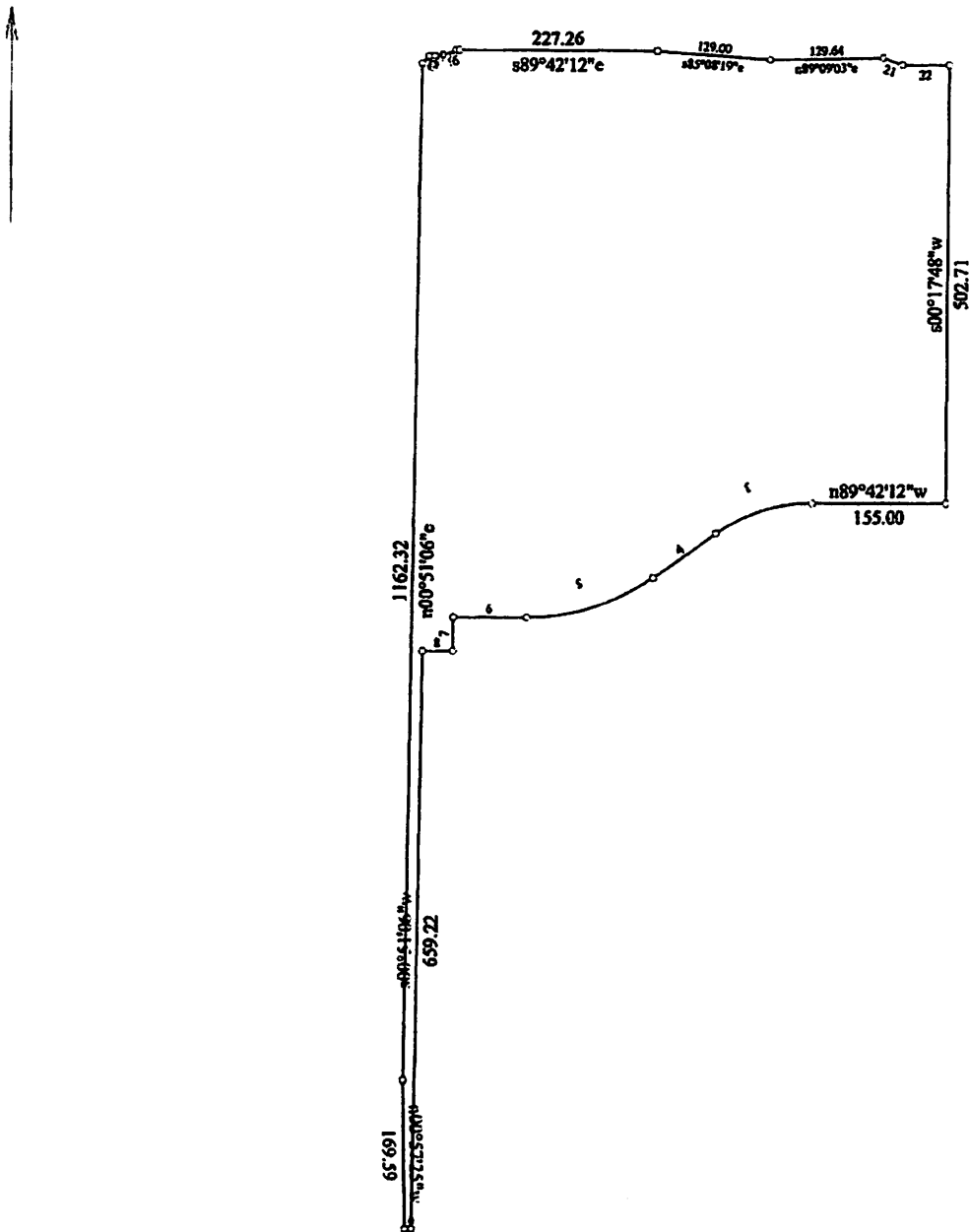
1. S89°08'54"E a distance of 6.81 feet to a 5/8-inch rebar;
2. 9.23 feet along the arc of a curve to the left, said curve having a radius of 27.00 feet, a delta angle of 19°34'51", a chord bearing of N81°03'41"E, and a chord distance of 9.18 feet to a 5/8-inch rebar;
3. N71°16'16"E a distance of 15.30 feet to a 5/8-inch rebar;
4. 4.32 feet along the arc of a curve to the right, said curve having a radius of 13.00 feet, a delta angle of 19°01'32", a chord bearing of N80°47'02"E, and a chord distance of 4.30 feet to a 5/8-inch rebar;
5. S89°42'12"E a distance of 227.26 feet to a 5/8-inch rebar;

6. S85°08'19"E a distance of 129.00 feet to a 5/8-inch rebar;
7. N89°09'03"E a distance of 129.64 feet to a 5/8-inch rebar;
8. S71°16'06"E a distance of 24.75 feet to a 5/8-inch rebar;
9. S89°42'12"E a distance of 54.18 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 8.295 acres, more or less.



10-7-2025



Title: Apex Zenith Parcel A		Date: 10-07-2025
Scale: 1 inch = 200 feet	File:	
Tract 1: 8.295 Acres: 361334 Sq Feet: Closure = s58.1306e 0.01 Feet: Precision = 1/564393: Perimeter = 3784 Feet		
001=s00.1748w 502.71	009=s00.5106w 659.22	017: Rt, R=13.00, Delta=19.0132 Bng=s80.4702e, Chd=4.30
002=n89.4212w 155.00	010=n89.4212w 7.65	018=s89.4212e 227.26
003: Lt, R=190.00, Delta=35.1731 Bng=s72.3902w, Chd=115.19	011=n00.5725w 169.59	019=s85.0819e 129.00
004=s55.0016w 86.58	012=n00.5106e 1162.32	020=n89.0903e 129.64
005: Rt, R=250.00, Delta=35.1731 Bng=s72.3902w, Chd=131.57	013=n45.3427e 11.31	021=s71.1606e 24.75
006=n89.4212w 84.68	014=s89.0854e 6.81	022=s89.4212e 54.18
007=s00.1748w 38.59	015: Lt, R=27.00, Delta=19.3451 Bng=s81.0341e, Chd=9.18	
008=n89.4212w 34.70	016=n71.1616e 15.30	

October 7, 2025
Project No.: 22-075
Apex Zenith
Parcel B
Legal Description

A parcel of land being a portion of Government Lot 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 Northwest corner of said Section 6, which bears N89°42'12"W a distance of 1,189.98 feet from a 5/8-inch rebar marking the Northeast corner of said Lot 4, thence following the northerly line of said Lot 4, S89°42'12"E a distance of 665.06 feet; Thence leaving said northerly line, S00°17'48"W a distance of 70.50 feet to a 5/8-inch rebar on the southerly right-of-way of W. Lake Hazel Road and being the **POINT OF BEGINNING**.

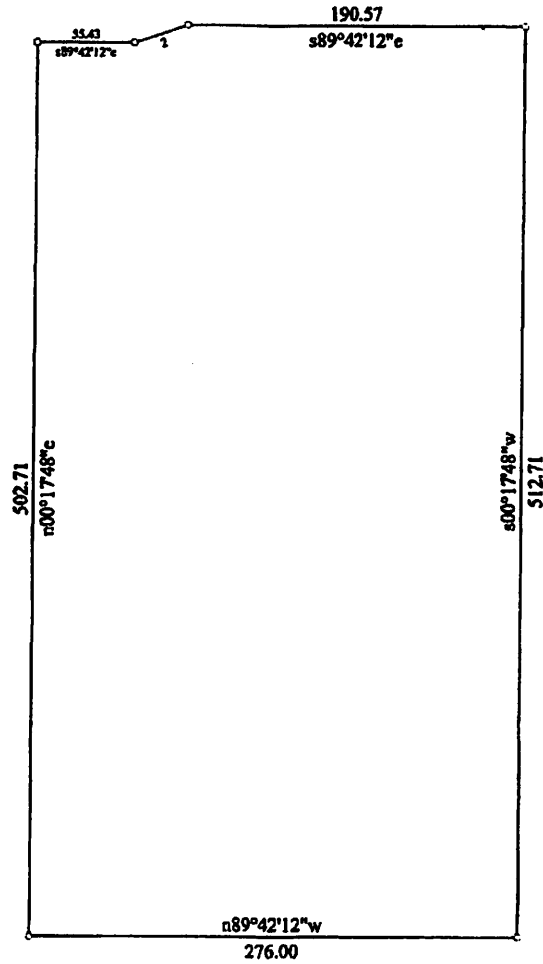
Thence following said southerly right-of-way the following three (3) courses:

1. S89°42'12"E a distance of 55.43 feet to a 5/8-inch rebar;
2. N71°51'42"E a distance of 31.62 feet to a 5/8-inch rebar;
3. S89°42'12"E a distance of 190.57 feet to a 5/8-inch rebar;

Thence leaving said southerly right-of-way, S00°17'48"W a distance of 512.71 feet to a 5/8-inch rebar;
Thence N89°42'12"W a distance of 276.00 feet to a 5/8-inch rebar;
Thence N00°17'48"E a distance of 502.71 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 3.232 acres, more or less.





Title: Apex Zenith Parcel B		Date: 10-07-2025
Scale: 1 inch = 100 feet	File:	
Tract 1: 3.232 Acres: 140803 Sq Feet: Closure = n72.2640e 0.00 Feet: Precision = 1/565064: Perimeter = 1569 Feet		
001=s89.4212e 55.43	004=s00.1748w 512.71	
002=n71.5142e 31.62	005=n89.4212w 276.00	
003=s89.4212e 190.57	006=n00.1748e 502.71	

October 7, 2025
Project No.: 22-075
Apex Zenith
Parcel C
Legal Description

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;

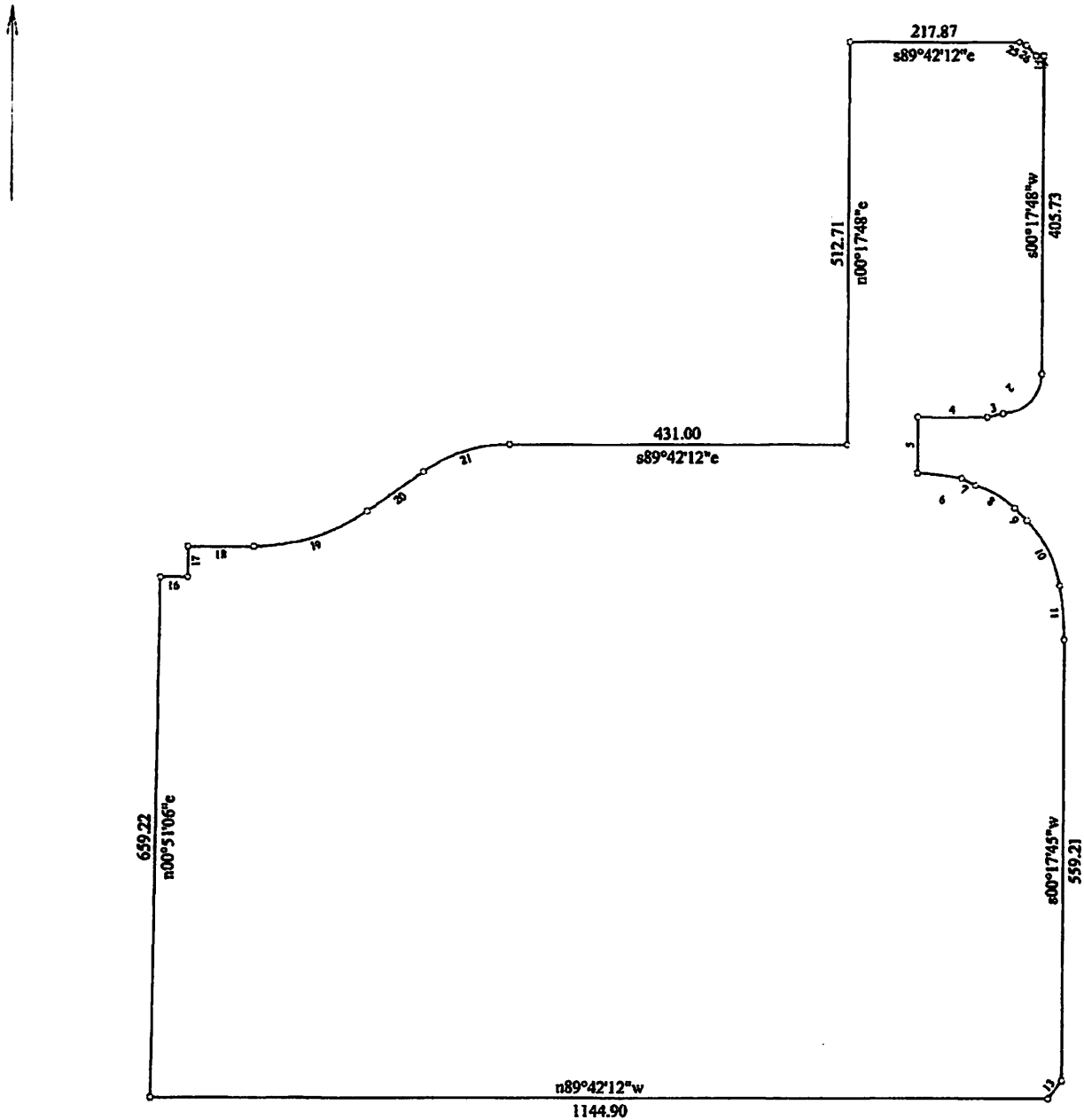
Thence $N00^{\circ}17'48''E$ a distance of 512.71 feet to a 5/8-inch rebar on the southerly right-of-way of said W. Lake Hazel Road;

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: Apex Zenith Parcel C		Date: 10-07-2025
Scale: 1 inch = 200 feet	File:	
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=65.2326 Bng=s67.0029e, Chd=10.03
006: Rt. R=384.50, Delta=08.3748 Bng=s83.1133e, 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=s44.4737e 77.65	019: Lt. R=250.00, Delta=35.1731	



October 7, 2025
Project No.: 22-075
Apex Zenith
Parcel D
Legal Description

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;

Thence 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 N04°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;

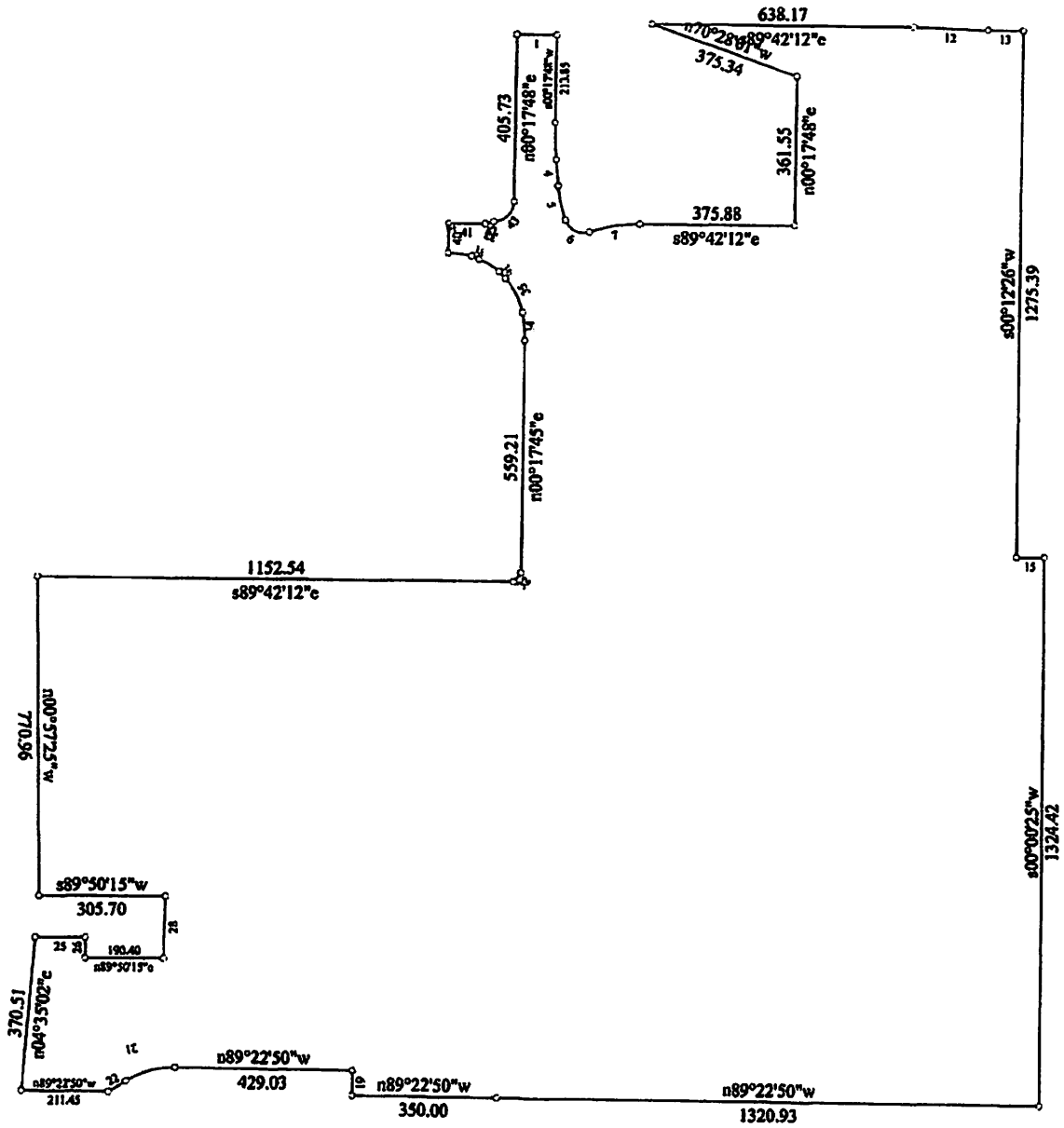
Thence N00°17'48"E a distance of 71.28 feet to a 5/8-inch rebar;

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: Apex Zenith Parcel D		Date: 10-07-2025
Scale: 1 inch = 400 feet	File:	

Data and Deed Call Listing of File:

Tract 1: 100.533 Acres: 4379215 Sq Feet: Closure = n26.2949w 0.02 Feet: Precision = 1/654477: Perimeter = 12665 Feet

001=s89.4212e 96.00
002=s00.1748w 213.85
003: L: R=981.46, Delta=05.1303
Btg=s02.1845e, Chd=89.34
004=s04.5516e 63.79
005: L: R=331.50, Delta=14.3939
Btg=s12.1506e, Chd=84.59
006: L: R=46.50, Delta=88.4652
Btg=s03.5821e, Chd=65.06
007: R: R=384.50, Delta=18.3935
Btg=n00.5800e, Chd=124.67
008=s89.4212e 375.88
009=n00.1748e 361.55
010=n70.2801w 375.34
011=s89.4212e 638.17
012=s87.3807e 180.12
013=s89.4212e 87.69
014=s00.1226w 1275.39
015=s89.2739e 70.98
016=s00.0025w 1324.42
017=n89.2250w 1320.93
018=n89.2250w 350.00
019=n00.3710e 60.50
020=n89.2250w 429.03
021: L: R=217.00, Delta=32.3134
Btg=s74.2124w, Chd=121.54
022=s58.0537w 49.22
023=n89.2250w 211.45
024=n04.3502e 370.51
025=n89.5015e 120.87
026=s00.5106w 50.00
027=n89.5015e 190.40
028=n00.5106e 150.00
029=s89.5015w 305.70
030=n00.5725w 770.96
031=s89.4212e 1152.54
032=n38.2037e 28.79
033=n00.1745e 559.21
034: L: R=381.50, Delta=10.1842
Btg=s04.5133w, Chd=68.57
035: L: R=156.50, Delta=94.4142
Btg=s27.2146w, Chd=93.33
036=n44.4237w 22.65
037: L: R=109.50, Delta=30.2718
Btg=s59.5616w, Chd=57.52
038=n62.3753w 19.60
039: L: R=384.50, Delta=08.3748
Btg=n33.1135w, Chd=57.86
040=n00.1748e 71.28
041=s89.4212e 89.82
042=n76.1537e 20.62
043: L: R=89.50, Delta=90.0416
Btg=s43.1956e, Chd=70.05
044=n00.1748e 405.73

Exhibit B

Easement Area

[To be inserted]



September 19, 2025
Project No.: 24-254
Zenith Subdivision
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

Parcels of land for a City of Meridian sewer and water easement being a portion of the North 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 Northwest corner of said Section 6, which bears N89°42'12"W a distance of 1,189.98 feet from a 5/8-inch rebar marking the Northeast corner of Government Lot 4 of said Section 6, thence following the northerly line of said Government Lot 4, S89°42'12"E a distance of 649.06 feet;
Thence leaving said northerly line, S00°17'48"W a distance of 105.50 feet to **POINT OF BEGINNING 1.**

Thence S89°42'12"E a distance of 35.00 feet to a point hereinafter referred to as Point "A";
Thence S00°17'48"W a distance of 184.36 feet;
Thence S89°42'12"E a distance of 53.00 feet;
Thence S00°17'48"W a distance of 35.00 feet;
Thence N89°42'12"W a distance of 53.00 feet;
Thence S00°17'48"W a distance of 211.77 feet;
Thence S45°28'14"E a distance of 25.20 feet;
Thence S89°42'12"E a distance of 140.94 feet;
Thence N00°17'48"E a distance of 43.00 feet;
Thence S89°42'12"E a distance of 20.00 feet;
Thence S00°17'48"W a distance of 43.00 feet;
Thence S89°42'12"E a distance of 168.61 feet;
Thence S00°17'48"W a distance of 48.50 feet;
Thence N89°42'12"W a distance of 67.31 feet;
Thence N88°10'24"W a distance of 262.19 feet;
Thence S24°47'48"W a distance of 39.07 feet;
Thence S00°17'48"W a distance of 57.95 feet to a point hereinafter referred to as Point "B";
Thence N89°42'12"W a distance of 20.00 feet;
Thence N00°17'48"E a distance of 94.50 feet;
Thence N89°42'12"W a distance of 198.91 feet;
Thence S61°47'27"W a distance of 125.49 feet;
Thence N34°59'44"W a distance of 91.65 feet;
Thence N55°00'16"E a distance of 35.00 feet;
Thence S34°59'44"E a distance of 46.81 feet;
Thence N55°00'16"E a distance of 26.09 feet;
Thence N73°45'33"E a distance of 100.10 feet;
Thence S89°42'12"E a distance of 124.22 feet;
Thence N67°47'48"E a distance of 52.03 feet;
Thence N00°17'48"E a distance of 209.45 feet;
Thence N89°42'12"W a distance of 60.00 feet;

Thence N00°17'48"E a distance of 35.00 feet;
Thence S89°42'12"E a distance of 60.00 feet;
Thence N00°17'48"E a distance of 184.36 feet to **POINT OF BEGINNING 1.**

Said parcel contains 1.28 acres (55,796 square feet), more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "A", thence S86°16'02"E a distance of 483.87 feet to **POINT OF BEGINNING 2.**

Thence S89°42'12"E a distance of 24.00 feet;
Thence S00°17'48"W a distance of 20.00 feet to a point hereinafter referred to as Point "C";
Thence N89°42'12"W a distance of 24.00 feet;
Thence N00°17'48"E a distance of 20.00 feet to **POINT OF BEGINNING 2.**

Said parcel contains 480 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as Point "B", thence S61°12'38"E a distance of 547.29 feet to **POINT OF BEGINNING 3.**

Thence S89°42'12"E a distance of 45.49 feet;
Thence N44°48'49"E a distance of 41.37 feet;
Thence N00°17'48"E a distance of 44.48 feet;
Thence S89°42'12"E a distance of 35.00 feet;
Thence S00°17'48"W a distance of 144.46 feet;
Thence N89°44'22"W a distance of 35.00 feet;
Thence N00°17'48"E a distance of 19.00 feet;
Thence N49°28'01"W a distance of 25.54 feet;
Thence N89°42'12"W a distance of 55.00 feet;
Thence N00°17'48"E a distance of 35.00 feet to **POINT OF BEGINNING 3.**

Said parcel contains 8,253 square feet, more or less.

TOGETHER WITH:

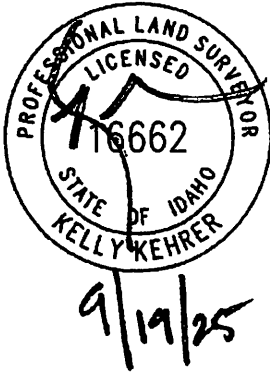
Commencing at a point previously referred to as Point "C", thence S23°43'38"E a distance of 459.50 feet to **POINT OF BEGINNING 4.**

Thence N77°18'28"E a distance of 41.39 feet;
Thence S12°41'32"E a distance of 52.00 feet;
Thence S77°18'28"W a distance of 36.53 feet;
Thence N18°01'50"W a distance of 52.23 feet to **POINT OF BEGINNING 4.**

Said parcel contains 2,026 square feet, more or less.

Said description contains a total of 1.53 acres (66,555 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.



P:\24-254\SURVEY\CAD\EXHIBITS\24-254 CITY OF MERIDIAN SEWER AND WATER EASEMENT.DWG, CRAIG DRAPER, 9/9/2025, DWG TO PDF.PC3, 08.5X11 L [PDF]

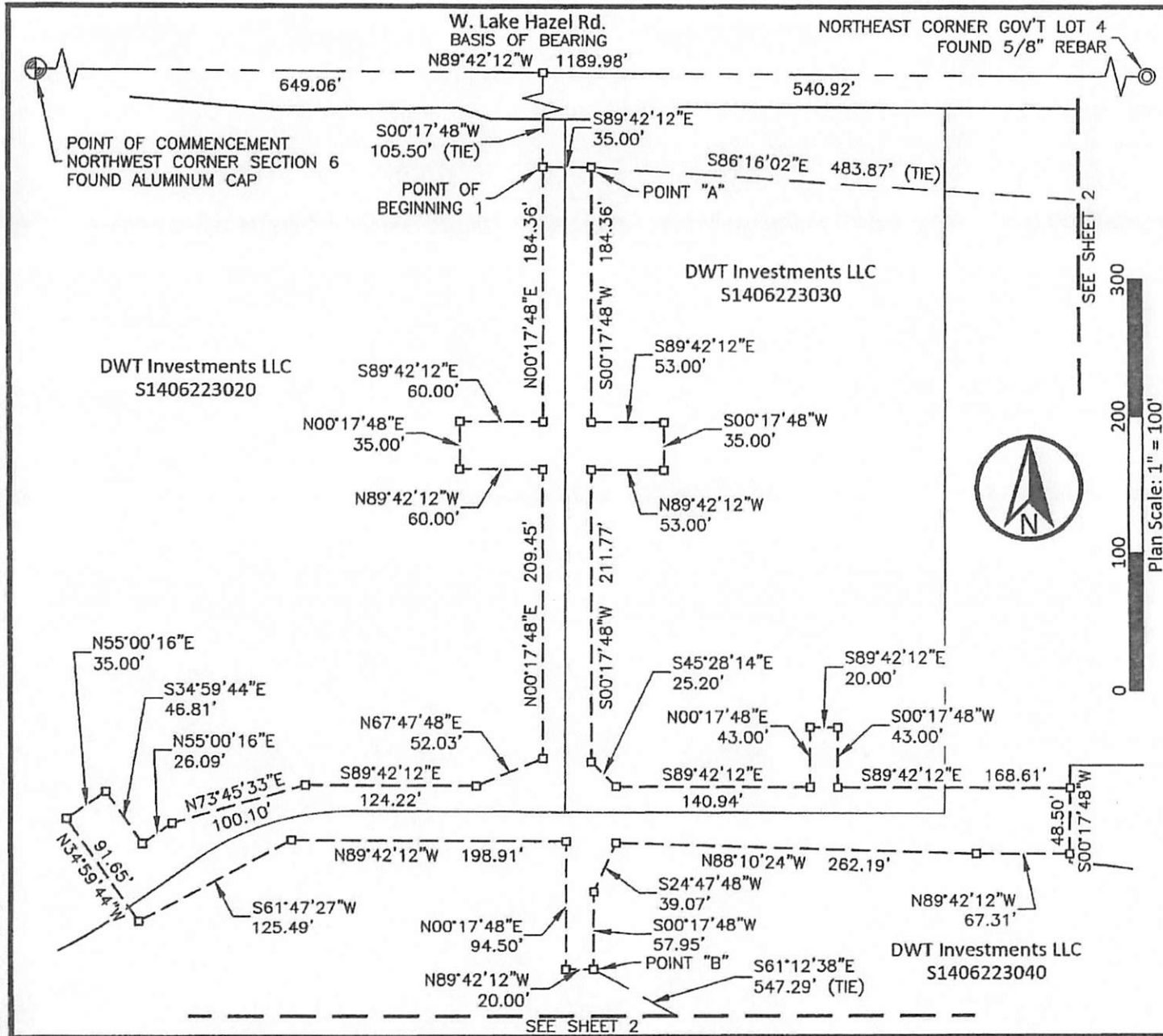


Exhibit B
City of Meridian Sewer and Water Easement

Zenith Subdivision

N1/2 NW1/4 Sec. 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho

DATE: September 2025

PROJECT: 25-254

SHEET:
1 OF 2

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

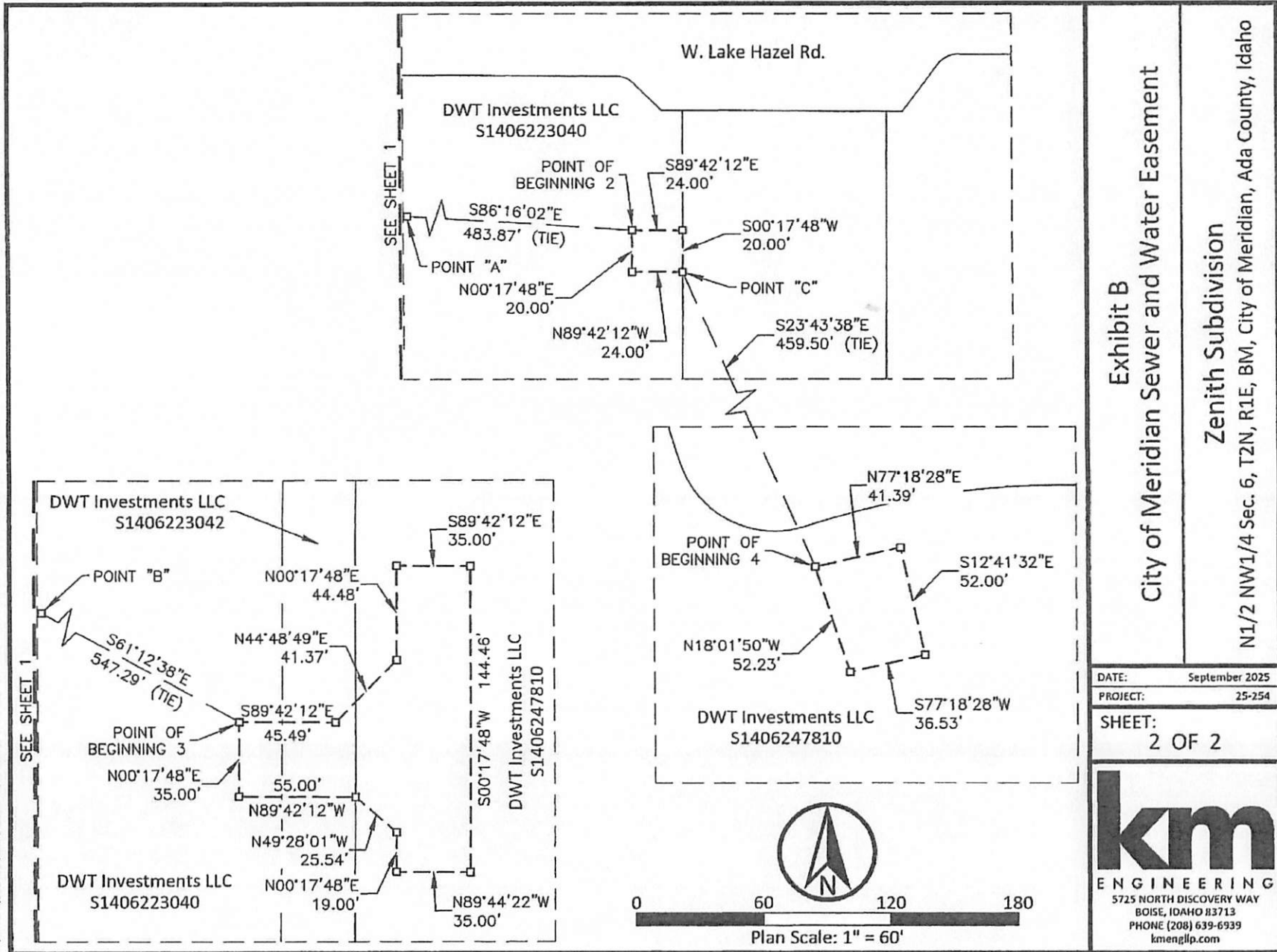
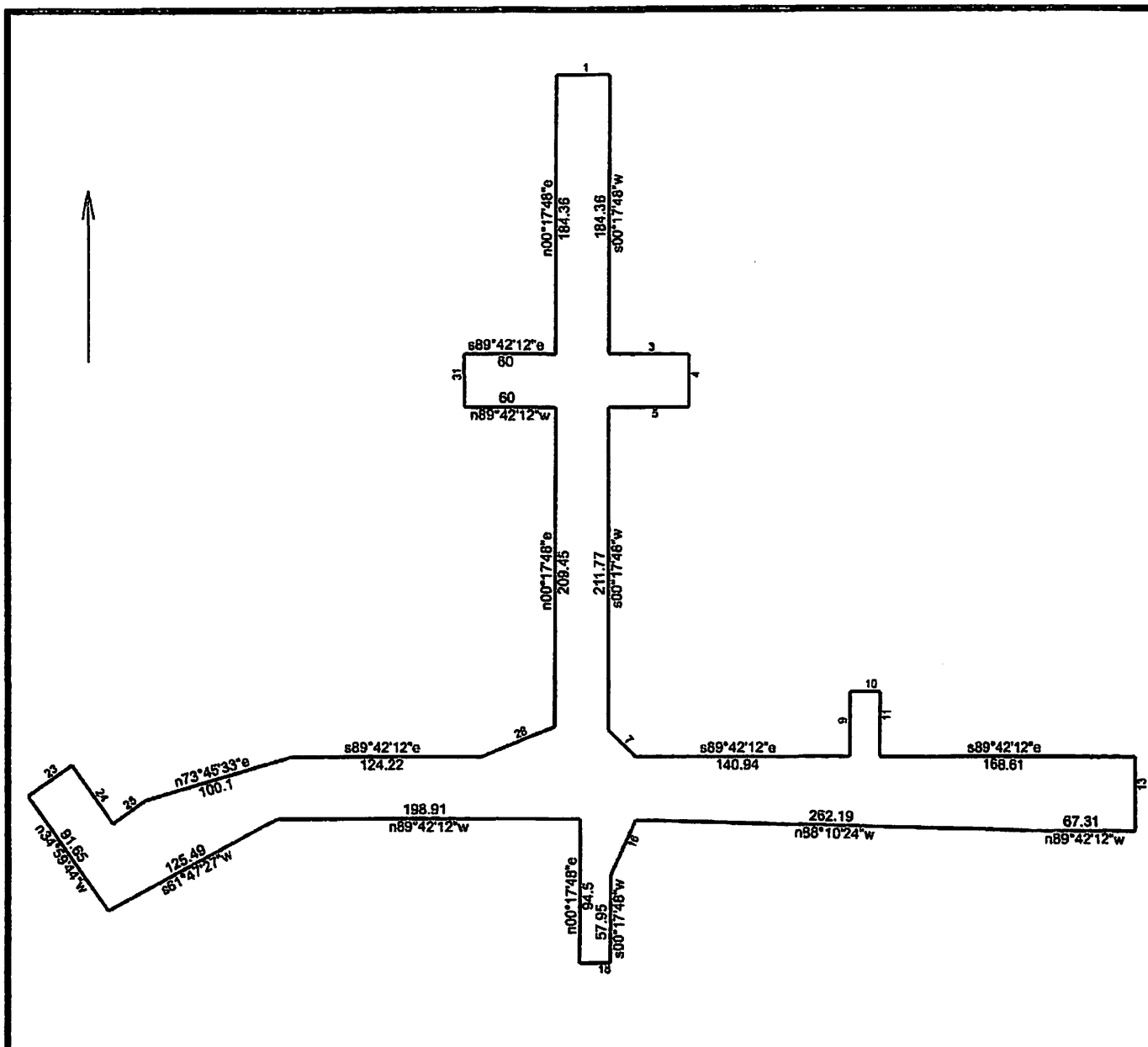


Exhibit B City of Meridian Sewer and Water Easement Zenith Subdivision N1/2 NW1/4 Sec. 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho		
		DATE: September 2025
		PROJECT: 25-254
SHEET: 2 OF 2		
km ENGINEERING 5725 NORTH DISCOVERY WAY BOISE, IDAHO 83713 PHONE (208) 639-6939 kmengllp.com		



City of Meridian Sewer and Water Easement Parcel 1 24-254

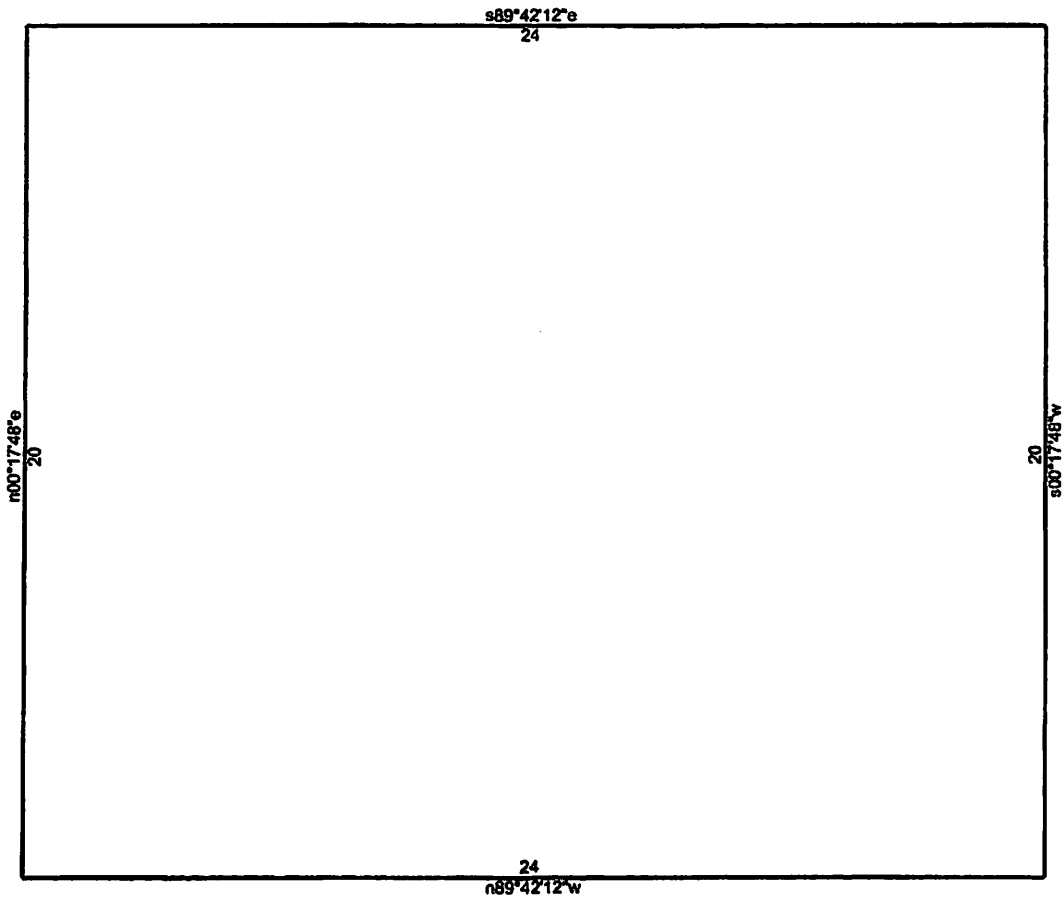
9/9/2025

Scale: 1 inch= 94 feet

File:

Tract 1: 1.2809 Acres (55796 Sq. Feet), Closure: s66.2925w 0.02 ft. (1/168865), Perimeter=2952 ft.

01 s89.4212e 35	20 n89.4212w 198.91
02 s00.1748w 184.36	21 s61.4727w 125.49
03 s89.4212e 53	22 n34.5944w 91.65
04 s00.1748w 35	23 n55.0016e 35
05 n89.4212w 53	24 s34.5944e 46.81
06 s00.1748w 211.77	25 n55.0016e 26.09
07 s45.2814e 25.2	26 n73.4533e 100.1
08 s89.4212e 140.94	27 s89.4212e 124.22
09 n00.1748e 43	28 n67.4748e 52.03
10 s89.4212e 20	29 n00.1748e 209.45
11 s00.1748w 43	30 n89.4212w 60
12 s89.4212e 168.61	31 n00.1748e 35
13 s00.1748w 48.5	32 s89.4212e 60
14 n89.4212w 67.31	33 n00.1748e 184.36
15 n88.1024w 262.19	
16 s24.4748w 39.07	
17 s00.1748w 57.95	
18 n89.4212w 20	
19 n00.1748e 94.5	

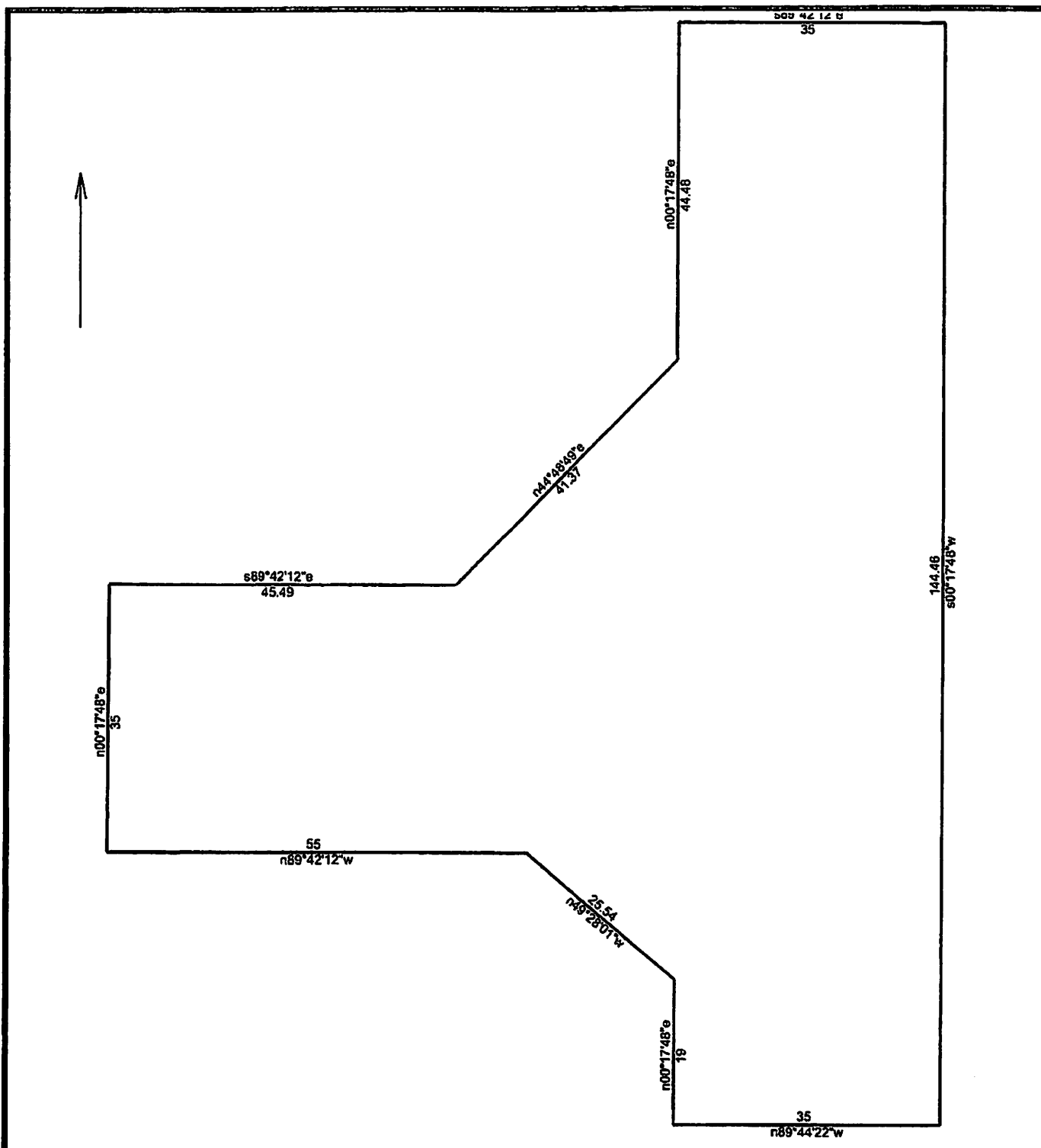


City of Meridian Sewer and Water Easement Parcel 2 24-254 9/9/2025

Scale: 1 inch= 4 feet File:

Tract 1: 0.0110 Acres (480 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=88 ft.

01 s89.4212e 24
02 s00.1748w 20
03 n89.4212w 24
04 n00.1748e 20

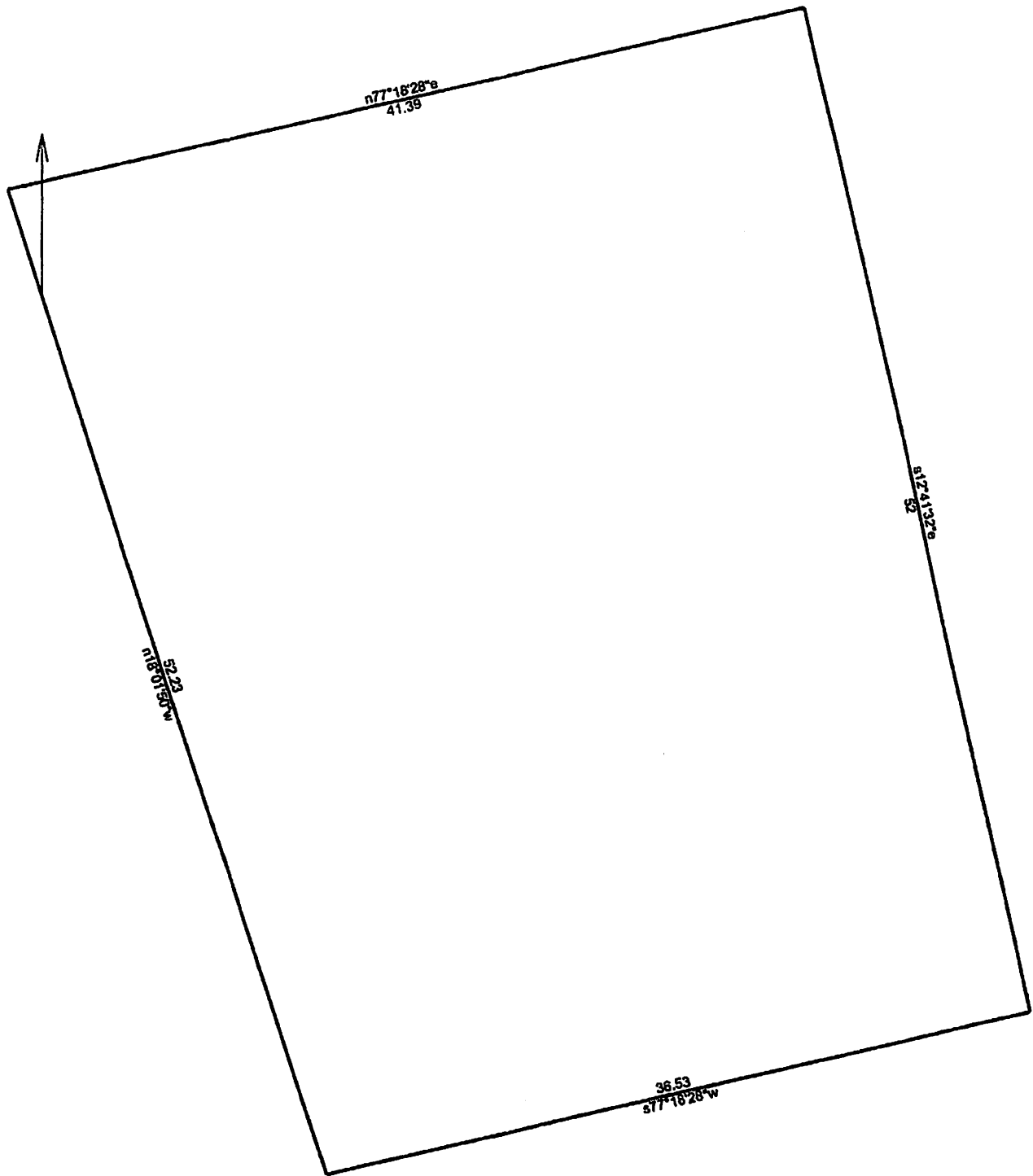


City of Meridian Sewer and Water Easement Parcel 3 24-254 | 9/9/2025

Scale: 1 inch= 17 feet | File:

Tract 1: 0.1895 Acres (8253 Sq. Feet), Closure: n14.2319e 0.01 ft. (1/76496), Perimeter=480 ft.

01 s89.4212e 45.49	08 n49.2801w 25.54
02 n44.4849e 41.37	09 n89.4212w 55
03 n00.1748e 44.48	10 n00.1748e 35
04 s89.4212e 35	
05 s00.1748w 144.46	
06 n89.4422w 35	
07 n00.1748e 19	



City of Meridian Sewer and Water Easement Parcel 4 24-254 9/9/2025

Scale: 1 inch= 7 feet File:

Tract 1: 0.0465 Acres (2026 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/51590), Perimeter=182 ft.

01 $n77.1828e$ 41.39
02 $s12.4132e$ 52
03 $s77.1828w$ 36.53
04 $n18.0150w$ 52.23