

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

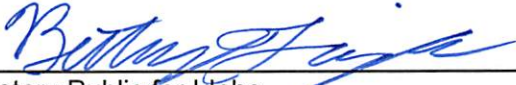
By: 
Robert L. Phillips, President of Manger

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

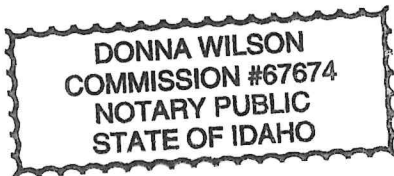
By: SCS Management LLC, an Idaho limited liability company
Its: Manager

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

STATE OF IDAHO)
 : ss.
County of Ada)

On this 5 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: _____

June 04, 2026
Project No.: 26-005
Zenith Subdivision
City of Meridian Water and Sewer Easement
Legal Description

Exhibit A

Parcel of land for a City of Meridian Water and Sewer Easement 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 Government Lot 4 of said Section 6, thence following the northerly line of said Government Lot 4, S89°42'12"E a distance of 589.06 feet;
Thence leaving said northerly line, S00°17'48"W a distance of 289.86 feet to an angle point of an existing Sanitary Sewer and Water Main Easement per Instrument No. 2025-71047 and being the **POINT OF BEGINNING**.

Thence following said existing easement, S00°17'48"W a distance of 35.00 feet;
Thence leaving said existing easement, N89°42'12"W a distance of 103.22 feet;
Thence S00°17'48"W a distance of 31.50 feet;
Thence N89°42'12"W a distance of 31.00 feet;
Thence N00°17'48"E a distance of 31.50 feet;
Thence N89°42'12"W a distance of 102.08 feet;
Thence S45°17'48"W a distance of 9.28 feet;
Thence S00°17'48"W a distance of 247.54 feet to a point on said existing easement;
Thence following said existing easement, N34°59'44"W a distance of 23.74 feet;
Thence leaving said existing easement, S55°00'16"W a distance of 28.41 feet;
Thence N89°42'12"W a distance of 23.10 feet;
Thence N00°17'48"E a distance of 20.00 feet;
Thence S89°42'12"E a distance of 25.00 feet;
Thence N00°17'48"E a distance of 152.88 feet;
Thence N89°42'12"W a distance of 25.00 feet;
Thence N00°17'48"E a distance of 20.00 feet;
Thence S89°42'12"E a distance of 40.00 feet;
Thence N00°17'48"E a distance of 59.22 feet;
Thence N44°42'12"W a distance of 40.54 feet;
Thence N45°17'48"E a distance of 20.00 feet;
Thence S44°42'12"E a distance of 12.40 feet;
Thence S89°42'12"E a distance of 134.39 feet;
Thence N00°17'48"E a distance of 54.00 feet;
Thence S89°42'12"E a distance of 31.00 feet;
Thence S00°17'48"W a distance of 54.00 feet;
Thence S89°42'12"E a distance of 103.22 feet to the **POINT OF BEGINNING**;

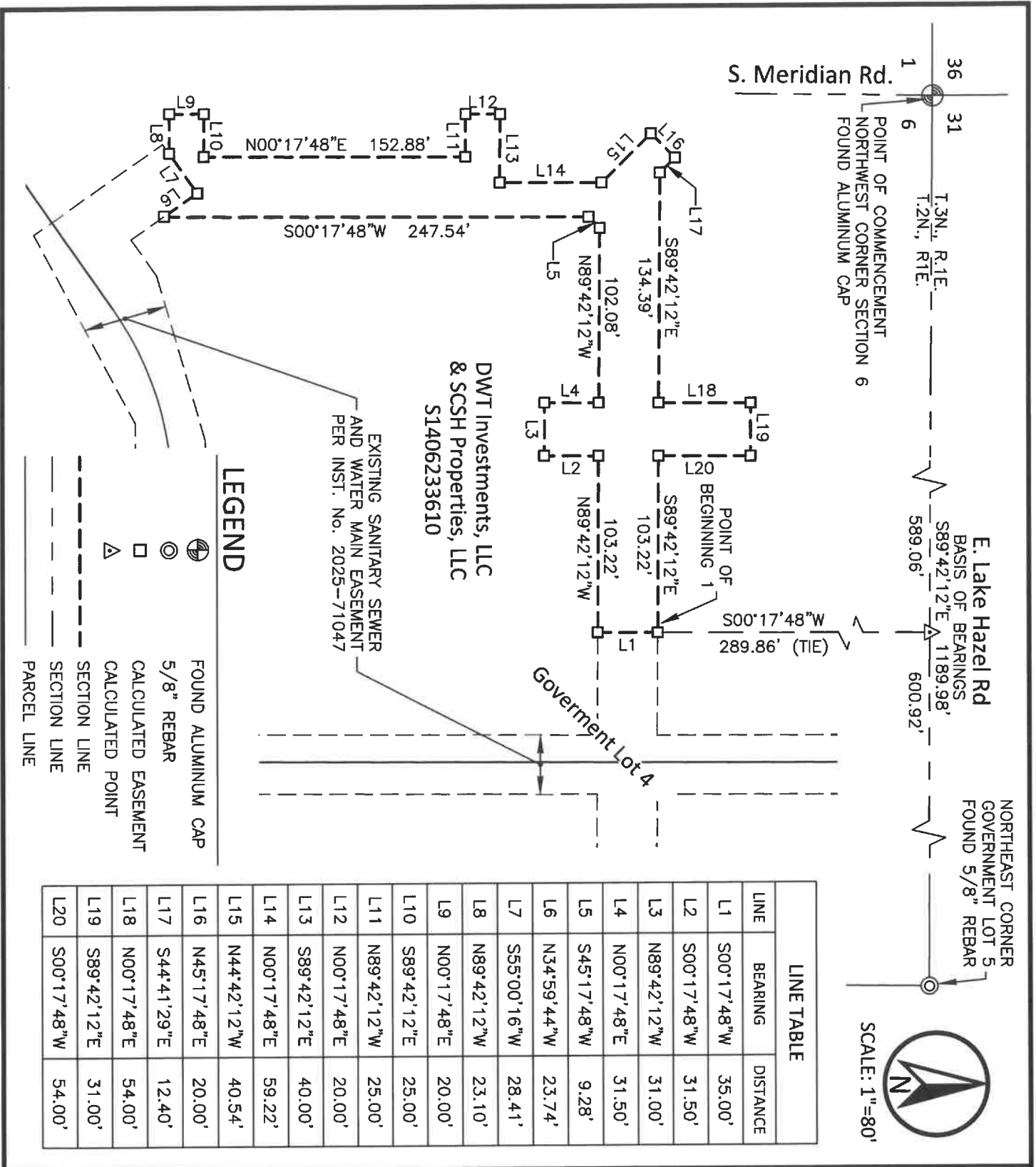
Said parcel contains 0.485 acres (21,133 sq. ft.) more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

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



6.04.2026



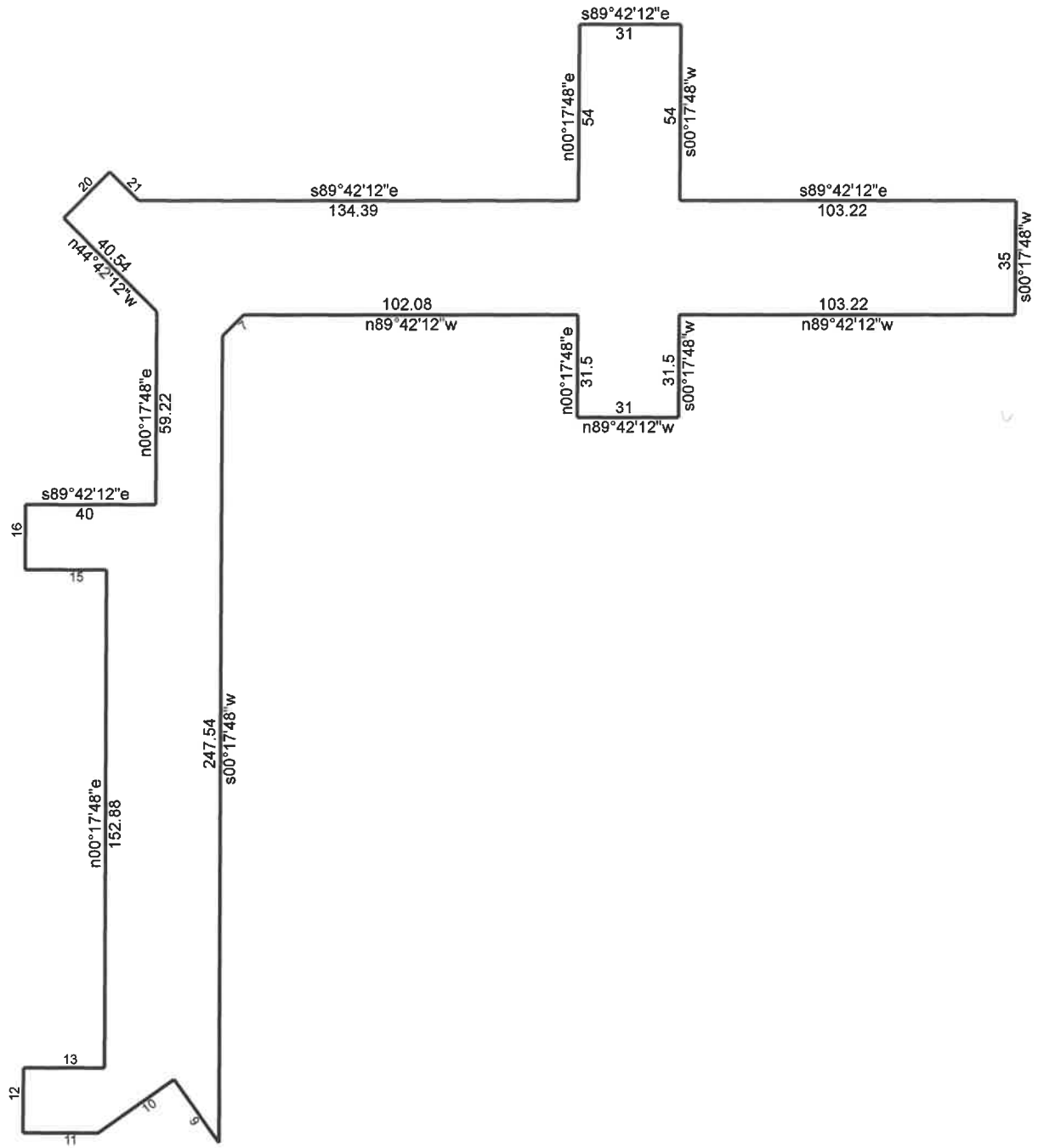
LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°17'48"W	35.00'
L2	S00°17'48"W	31.50'
L3	N89°42'12"W	31.00'
L4	N00°17'48"E	31.50'
L5	S45°17'48"W	9.28'
L6	N34°59'44"W	23.74'
L7	S55°00'16"W	28.41'
L8	N89°42'12"W	23.10'
L9	N00°17'48"E	20.00'
L10	S89°42'12"E	25.00'
L11	N89°42'12"W	25.00'
L12	N00°17'48"E	20.00'
L13	S89°42'12"E	40.00'
L14	N00°17'48"E	59.22'
L15	N44°42'12"W	40.54'
L16	N45°17'48"E	20.00'
L17	S44°41'29"E	12.40'
L18	N00°17'48"E	54.00'
L19	S89°42'12"E	31.00'
L20	S00°17'48"W	54.00'

Exhibit B
City of Meridian Water and Sewer Easement
Zenith Subdivision
 Gov. Lot 4, Sec. 6, T2N, R1E, BM, City of Meridian, Ada County, Idaho

DATE: June 2026
 PROJECT: 26-005
 SHEET: 1 OF 1

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



6/2/2026

Scale: 1 inch= 50 feet

File:

Tract 1: 0.4852 Acres (21133 Sq. Feet), Closure: s83.2325e 0.01 ft. (1/118706), Perimeter=1458 ft.

- | | |
|---------------------|---------------------|
| 01 s00.1748w 35 | 17 s89.4212e 40 |
| 02 n89.4212w 103.22 | 18 n00.1748e 59.22 |
| 03 s00.1748w 31.5 | 19 n44.4212w 40.54 |
| 04 n89.4212w 31 | 20 n45.1748e 20 |
| 05 n00.1748e 31.5 | 21 s44.4212e 12.4 |
| 06 n89.4212w 102.08 | 22 s89.4212e 134.39 |
| 07 s45.1748w 9.28 | 23 n00.1748e 54 |
| 08 s00.1748w 247.54 | 24 s89.4212e 31 |
| 09 n34.5944w 23.74 | 25 s00.1748w 54 |
| 10 s55.0016w 28.41 | 26 s89.4212e 103.22 |
| 11 n89.4212w 23.1 | |
| 12 n00.1748e 20 | |
| 13 s89.4212e 25 | |
| 14 n00.1748e 152.88 | |
| 15 n89.4212w 25 | |
| 16 n00.1748e 20 | |