

**AGREEMENT TO ACCEPT PAYMENT AND EQUIPMENT IN LIEU OF INSTALLING
STREETLIGHTS AT SKY MESA NO. 4 SUBDIVISION**

THIS AGREEMENT for streetlight installation, made this 1st day of July, 2021 between the **City of Meridian**, a municipal corporation organized under the laws of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho (hereinafter "City"), and **Sky Mesa East, LLC** 729 S. Bridgeway Place, Eagle, ID 83616, (hereinafter "Sky Mesa East").

WHEREAS, Sky Mesa East has received from City, conditional approval of the Final Plat for the Sky Mesa No. 4 Subdivision, Case No. FP H-2020-0063; and,

WHEREAS, One of the Site Specific Conditions of Approval of City's approval of FP H-2020-0063 is to install streetlights on all public roadways per the City of Meridian Improvement Standards for Street Lighting; and,

WHEREAS, Sky Mesa East is currently unable to install the required streetlights on S. Eagle Road in front of the Sky Mesa No. 4 Subdivision because S. Eagle Road has not been built out to its ultimate width; and,

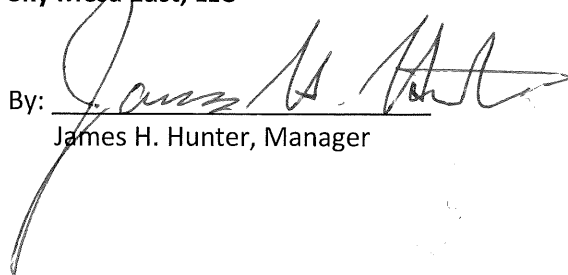
WHEREAS, once S. Eagle Road is improved, City is willing to install the required streetlights if Sky Mesa East has paid to City the estimated amount necessary to install the streetlights.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Sky Mesa East shall pay to City the amount of \$14,100.00 and provide City three (3) City Approved 35' poles with 12' mast arm and Meridian Approved LED fixtures as the amount necessary to install the required streetlights.
2. City agrees to accept the three 35' uninstalled poles and the amount set forth in Article 1 in lieu of requiring Sky Mesa East to install the three (3) streetlights on S. Eagle Road frontage of Sky Mesa No. 4 Subdivision.
3. Upon delivery of the poles and payment of the amount in Article 1 by Sky Mesa East to City, Sky Mesa East's requirement to install the three (3) streetlights on S. Eagle Road shall be considered satisfied.
4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns, and shall survive any transfer by Sky Mesa East of Sky Mesa East's Property.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers the day and year first above written.

Sky Mesa East, LLC

By: 
James H. Hunter, Manager

CITY OF MERIDIAN

By: _____
Robert E. Simison, Mayor