

Project Name or Subdivision Name:

TM Creek Subdivision #7

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-2024-0156**
Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 6th day of November 2024 between Watson Land Holdings LLC & TM Cooley LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; 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 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 sanitary sewer and 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.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

Watson Land Holdings LLC

an Idaho limited liability company

By: Brighton Corporation, an Idaho
corporation, Manager

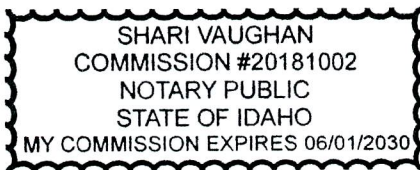
By: 
Robert L. Phillips, President

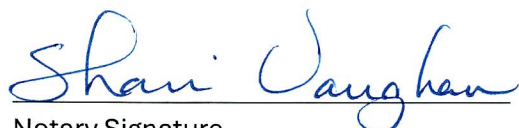
STATE OF IDAHO)
 :SS.
County of Ada)

On this 21st day of October, in the year 2024, 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 Watson Land Holdings LLC, the Company that executed the
instrument or the person who executed the instrument of 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 written above.

(stamp)



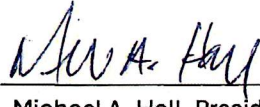

Notary Signature
My Commission Expires: 6-1-2030

GRANTOR:

TM COOLEY LLC

an Idaho limited liability company

By: SCS Management LLC, Manager

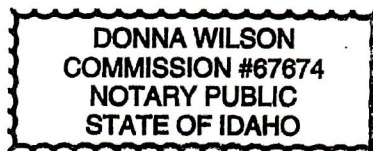
By: 
Michael A. Hall, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 17 day of October, in the year 2024, 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 TM Cooley LLC, the Company that executed the instrument or the person who executed the instrument of 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 written above.

(stamp)




Notary Signature
My Commission Expires: 5-6-2028

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 11-6-2024

Attest by Chris Johnson, City Clerk 11-6-2024

STATE OF IDAHO,)

: ss.

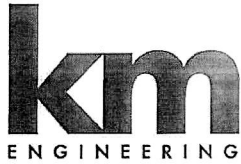
County of Ada)

11-6-2024

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 3-28-2028
My Commission Expires: _____



October 16, 2024
Project No.: 22-244
TM Creek Subdivision
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

Parcels of land for a sewer and water easement situated portions of the North 1/2 of Section 14, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the North 1/4 corner of said Section 14, which bears N00°35'31"E a distance of 2,656.80 feet from an aluminum cap marking the Center 1/4 corner of said Section 14, thence following the easterly line of said Northeast 1/4 of the Northwest 1/4, S00°35'31"W a distance of 293.83 feet to a point hereinafter referred to as **POINT A**;
Thence leaving said easterly line, N89°24'29"W a distance of 319.86 feet to **POINT OF BEGINNING 1**.

Thence N89°26'19"W a distance of 20.00 feet;
Thence N00°33'41"E a distance of 38.00 feet;
Thence S89°26'19"E a distance of 20.00 feet;
Thence S00°33'41"W a distance of 38.00 feet to **POINT OF BEGINNING 1**.

Said parcel contains 760 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as **POINT A**, thence following the easterly line of said Northeast 1/4 of the Northwest 1/4, S00°35'31"W a distance of 134.48 feet to a point hereinafter referred to as **POINT B**;
Thence leaving said easterly line, N89°24'29"W a distance of 37.78 feet to **POINT OF BEGINNING 2**.

Thence S45°35'31"W a distance of 5.00 feet to a point hereinafter referred to as **POINT C**;
Thence N44°24'29"W a distance of 21.50 feet;
Thence N45°35'31"E a distance of 5.00 feet;
Thence S44°24'29"E a distance of 21.50 feet to **POINT OF BEGINNING 2**.

Said parcel contains 108 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as **POINT C**, thence S45°35'31"W a distance of 10.00 feet to **POINT OF BEGINNING 3**.

Thence S45°35'31"W a distance of 5.00 feet;
Thence N44°24'29"W a distance of 21.50 feet;
Thence N45°35'31"E a distance of 5.00 feet;
Thence S44°24'29"E a distance of 21.50 feet to **POINT OF BEGINNING 3**.

Said parcel contains 108 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as **POINT B**, thence following the easterly line of said Northeast 1/4 of the Northwest 1/4, S00°35'31"W a distance of 141.96 feet;
Thence leaving said easterly line, S89°24'29"E a distance of 192.87 feet to **POINT OF BEGINNING 4**.

Thence N00°35'31"E a distance of 35.00 feet;
Thence S89°24'29"E a distance of 15.00 feet;
Thence S00°35'31"W a distance of 35.00 feet;
Thence N89°24'29"W a distance of 15.00 feet to **POINT OF BEGINNING 4**.

Said parcel contains 525 square feet, more or less.

Said description contains a total of 1,501 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.



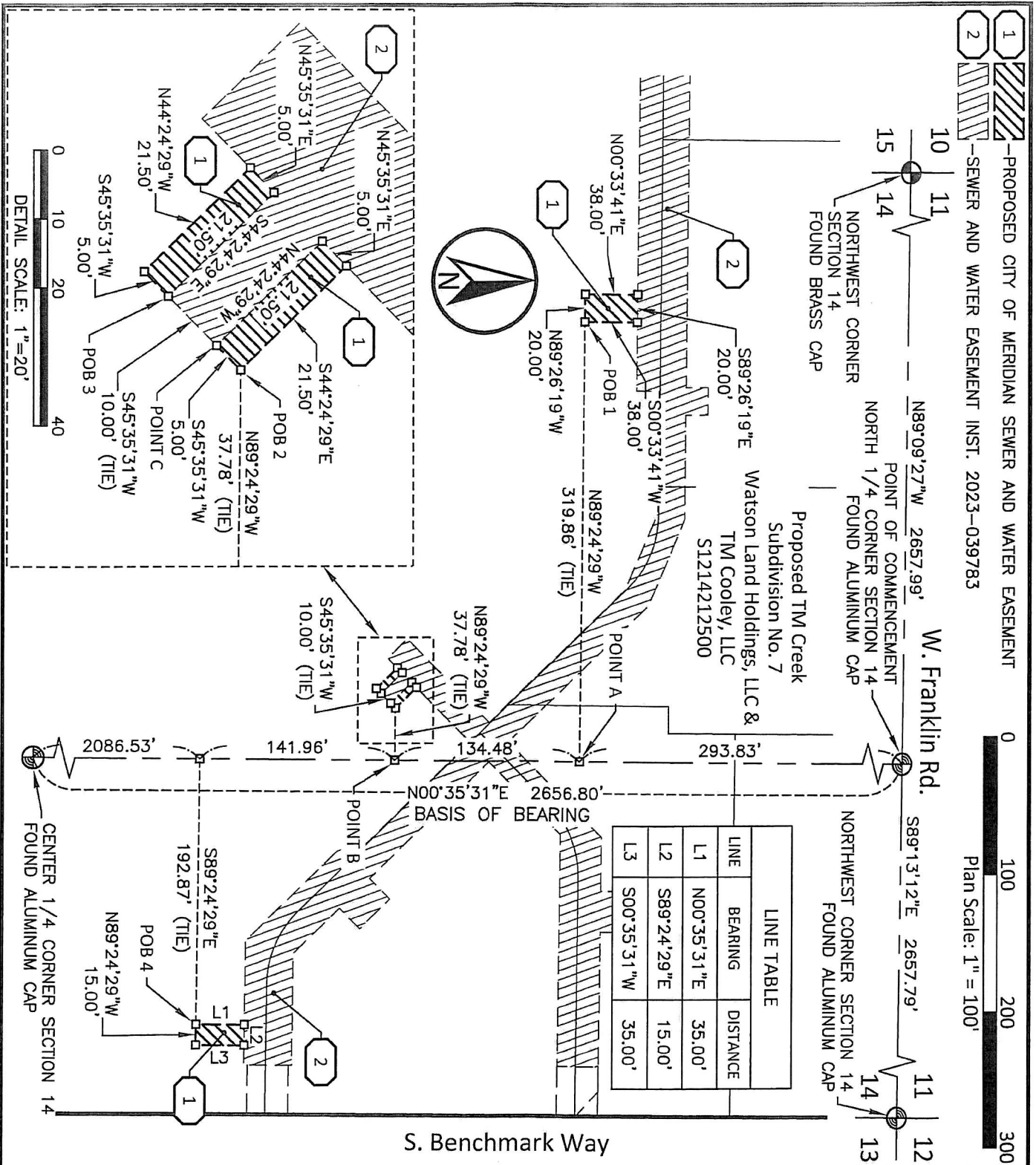


Exhibit B
City of Meridian Sewer and Water Easement

TM Creek Subdivision

NE 1/4 NW 1/4 & NW 1/4 NE 1/4 Sec. 14, T3N, R1W, BM, City of Meridian, Ada County, ID