SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 16th day of August 20 22 between Brighton Corporation ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-ofway 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, it's 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 will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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: BRIGHTON CORPORATION

Robert L. Phillips, President

STATE OF IDAHO)

) ss

County of Ada

This record was acknowledged before me on 8/2/20222 (date) by Robert L. Phillips (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of Brighton Corporation (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)

SHARI VAUGHAN

Notary Public - State of Idaho
Commission Number 20181002
My Commission Expires Jun 1, 2024

Notary Signature

My Commission Expires: _6-1-20:

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor 8-16-2022	
Attest by Chris Johnson, City Clerk 8-16-20	22
STATE OF IDAHO,) : ss. County of Ada)	
This record was acknowledged before me on 8-16-2022 (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 Signature
	My Commission Expires:



July 26, 2022 Project No.: 21-172 TM Creek Subdivision No. 1 City of Meridian Water/Sewer Easement Legal Description

Exhibit A

A parcel of land being a portion of Lot 1, Block 1 of TM Creek Subdivision (Book 110 of Plats, Pages 15663-15666, records of Ada County, Idaho) and the Northwest 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said Section 14, which bears N00°33′33″E a distance of 2,658.39 feet from an aluminum cap marking the West 1/4 corner of said Section 14, thence following the westerly line of the Northwest 1/4 of said Section 14, S00°33′33″W a distance of 1,225.61 feet:

Thence leaving said westerly line, S89°26′27″E a distance of 348.53 feet to the southerly line of Lot 1, Block 1 of TM Creek Subdivision No. 1 and being the **POINT OF BEGINNING.**

Thence leaving said southerly line, N10°13′14″E a distance of 20.53 feet to the southerly right-of-way line of West Cobalt Drive;

Thence following said southerly right-of-way line the following two (2) courses:

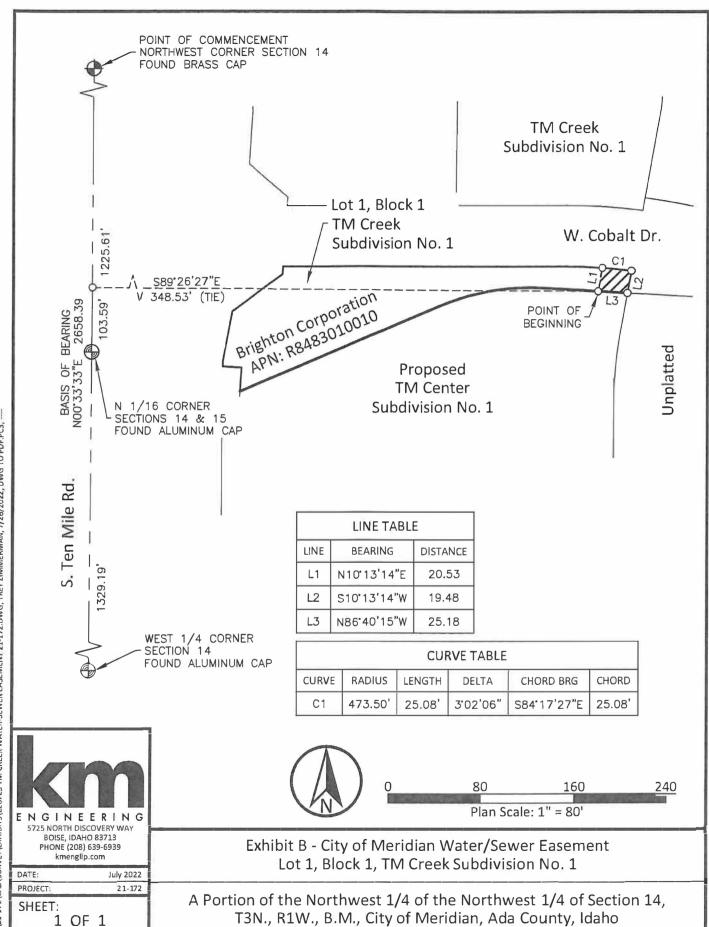
- 1. 25.08 feet along the arc of a curve to the right, said curve having a radius of 473.50 feet, a delta angle of 03°02'06", a chord bearing of S84°17'27"E and a chord distance of 25.08 feet;
- 2. S10°13′14″W a distance of 19.48 feet to said southerly line of Lot 1, Block 1;

Thence leaving said southerly right-of-way line and following said southerly line, N86°40′15″W a distance of 25.18 feet to the **POINT OF BEGINNING.**

Said parcel contains a total of 503 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.





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