

Project Name (Subdivision):

TM Creek Cobalt

Sanitary Sewer Easement Number: #2

Identify this Easement by sequential number if Project contains more than one sanitary sewer easement.
(See Instructions for additional information).

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20____ between SCS Brighton LLC ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

WHEREAS, the sanitary sewer 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 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 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:

SCS BRIGHTON LLC



Robert L. Phillips, President of Brighton Corp., It's Manager

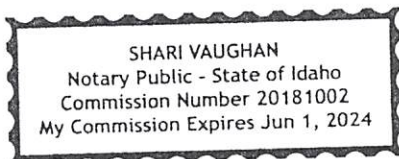
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 9/29/20 (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 SCS BRIGHTON LLC (name of entity on behalf of whom record was executed), in the following representative capacity: President of Brighton Corp., It's Manager (type of authority such as officer or trustee)

(stamp)




Notary Signature
My Commission Expires: 6-1-2024

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.

(stamp)

Notary Signature

My Commission Expires: _____

September 24, 2020
Project No. 19-135
SCS Brighton, LLC
Legal Description
City of Meridian Sewer Easement

Exhibit A

A parcel of land situated in a portion of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the Northwest corner of said Northeast 1/4 of the Northwest 1/4 (West 1/16 corner), which bears N89°09'27"W a distance of 1,329.00 feet from an aluminum cap marking the North 1/4 corner of said Section 14, thence following the northerly line of said Northeast 1/4 of the Northwest 1/4, S89°09'27"E a distance of 366.20 feet;
Thence leaving said northerly line, S00°50'33"W a distance of 1,255.16 feet to the **POINT OF BEGINNING.**

Thence S89°10'47"E a distance of 20.00 feet;
Thence S00°49'13"W a distance of 35.00 feet;
Thence N89°10'47"W a distance of 20.00 feet;
Thence N00°49'13"E a distance of 35.00 feet to the **POINT OF BEGINNING.**

Said parcel contains a total of 700 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.



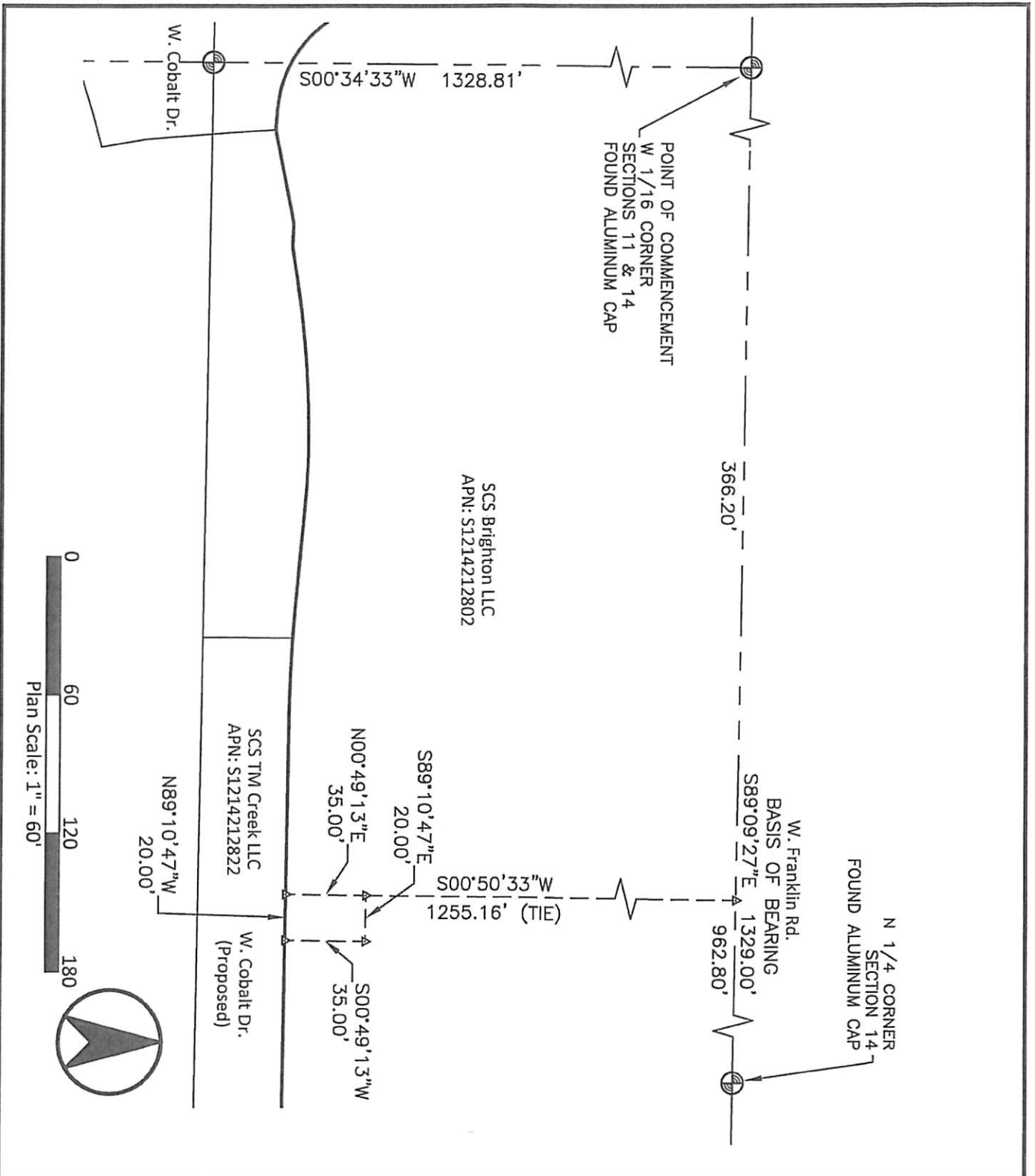


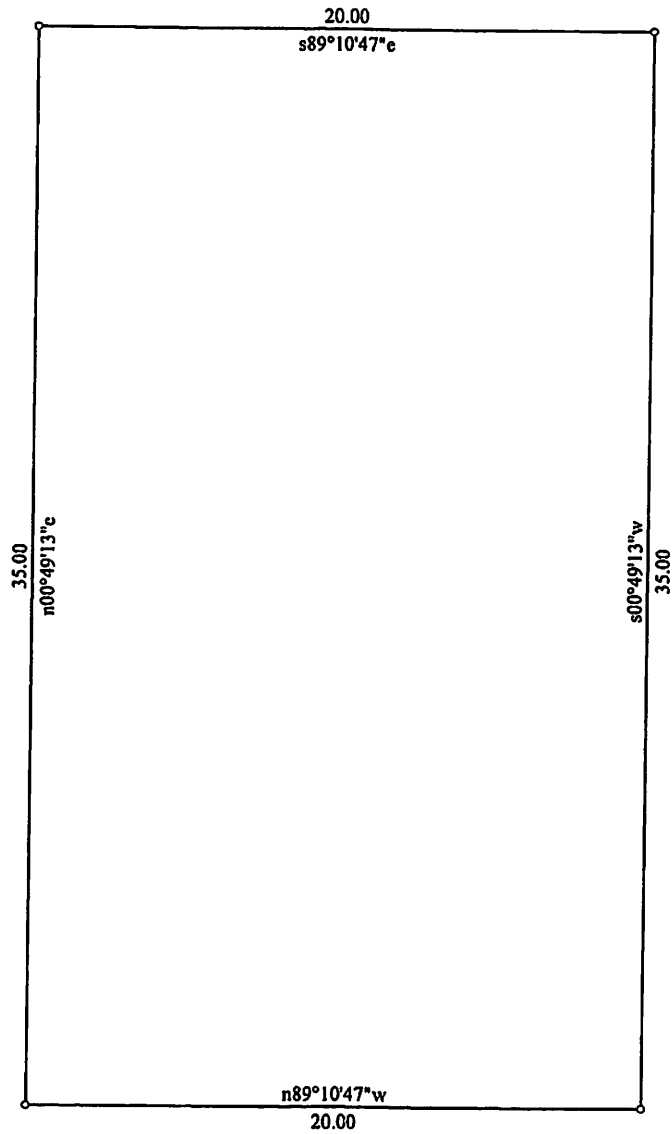
Exhibit B TM Creek - West Cobalt Drive

City of Meridian Sewer Easement

NE 1/4 NW 1/4 Sec. 14, T3N., R1W., B.M., City of Meridian, Ada County, Idaho

DATE: September 2020
PROJECT: 19-135
SHEET: 1 OF 1

km
ENGINEERING
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
kmeng@ip.com



Title: 200804 City of Meridian Sewer Easement SCS Brighton LLC 19-1

Date: 08-04-2020

Scale: 1 inch = 6 feet

File:

Tract 1: 0.016 Acres: 700 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 110 Feet

001=s89.1047e 20.00

003=n89.1047w 20.00

002=s00.4913w 35.00

004=n00.4913e 35.00