

Project Name (Subdivision):

E. Lake Hazel Rd.

Sanitary Sewer Easement Number: 1

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

ESMT-2024-0074

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this 6th day of June, 20 24 between Donald A. Willeman and Robin J. Willeman, ("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 and 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.

GRANTOR:

Donald A. Willemann

Robin J. Willeman

STATE OF IDAHO)

) SS

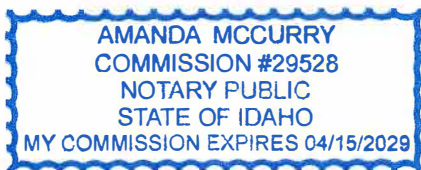
County of Ada)

This record was acknowledged before me on 5/20/24 (date) by Donald A. Willeman (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 _____ (name of entity on behalf of whom record was executed), in the following representative capacity: _____ (type of authority such as officer or trustee)

(stamp)

Notary Signature 4/15/2020
My Commission Expires: 4/15/2020

My Commission Expires: 4/15/02



STATE OF IDAHO)
)ss.
County of Ada)

This instrument was signed or acknowledged before me on ~~February~~ ^{May} 20, 2024, by Robin J. Willeman.




Notary Signature
My Commission Expires: 4/15/2029

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 6-4-2024

Attest by Chris Johnson, City Clerk 6-4-2024

STATE OF IDAHO,)

: ss.

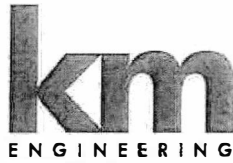
County of Ada)

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: _____



October 25, 2023
Project No. 22-023
Lake Hazel Rd. Sewer and Water Project
City of Meridian Sewer Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Sewer Easement situated in a portion of Government Lot 4 of Section 31, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the Southwest corner of said Government Lot 4, which bears N89°42'12"W a distance of 2,490.51 feet from a 5/8-inch rebar marking the South 1/4 corner of said Section 31;

Thence following the southerly line of said Government Lot 4, S89°42'12"E a distance of 655.06 feet;

Thence leaving said southerly line, N00°17'48"E a distance of 50.32 feet to the proposed northerly right-of-way line of E. Lake Hazel Rd. and being the **POINT OF BEGINNING**.

Thence N00°17'48"E a distance of 9.80 feet;

Thence S89°42'12"E a distance of 20.00 feet;

Thence S00°17'48"W a distance of 10.20 feet to said proposed northerly right-of-way line;

Thence following said proposed northerly right-of-way line, N88°33'28"W a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 200 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.



P:\22-023\CAD\SURVEY\EXHIBITS\22-023 SEWER EASEMENT WILLEMAN.DWG, AARON BALLARD, 10/25/2023, ESTUDIO907.PC3, 08.5X11.P

S. Meridian Rd.

R1W
R1E

36
1

POINT OF
FOUND ALUMINUM
SOUTHWEST CORNER SECTION 31

T3N
T2N

655.06'

Donald Willeman
S1131336155

N00°17'48"E
9.80'

POINT OF
BEGINNING

S89°42'12"E
20.00'

S00°17'48"W
10.20'

20.98'

N89°42'12"W 225.59'

N88°33'28"W
20.00'

N00°17'48"E
50.32' (TIE)

N89°42'12"W 2490.51'
BASIS OF BEARING
E. Lake Hazel Rd.

1835.45'

FOUND 5/8" REBAR
SOUTH 1/4 CORNER SECTION 31

31
6

LEGEND



FOUND ALUMINUM CAP



FOUND 5/8" REBAR



CALCULATED POINT



SECTION LINE



PROPOSED R-O-W LINE



PROPOSED EASEMENT



0 80 160 240

Plan Scale: 1" = 80'



DATE: October 2023

PROJECT: 22-023

SHEET:
1 OF 1

Exhibit B - City of Meridian Sewer Easement
Lake Hazel Rd. Sewer and Water Project

A portion of Gov't Lot 4, Section 31, T3N., R1E.,
B.M., City of Meridian, Ada County, Idaho