

ESMT-2022-0261 Rustler Subdivision

**SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement, made this 20<sup>th</sup> day of December 20 22 between Wendell & Katheen Lawrence (“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 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:

*Wendell Lawrence*

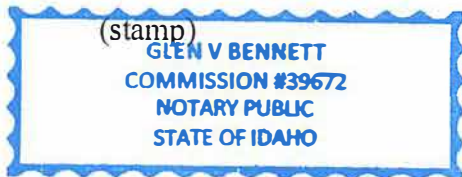
Wendell Lawrence

*Kathleen Lawrence*

Kathleen Lawrence

STATE OF IDAHO )  
                                  ) ss  
County of Ada    )

This record was acknowledged before me on 11-16-2022 (date) by Wendell Lawrence & Kathleen Lawrence, husband and wife, property owners.



*Glen V Bennett*  
\_\_\_\_\_  
Notary Signature  
My Commission Expires: 5-17-2027

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor      12-20-2022

Attest by Chris Johnson, City Clerk      12-20-2022

STATE OF IDAHO, )  
                                  ) ss.  
County of Ada      )

This record was acknowledged before me on 12-20-2022 (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: 3-28-2028

## EXHIBIT A

### Description for the City of Meridian Sanitary Sewer and Water Easement

AN AREA OF LAND BEING THE EASTERLY 25 FEET OF LOT 7, BLOCK 1, STETSON ESTATES NO. 2 SUBDIVISION, AS FILED IN RECORDS OF ADA COUNTY IN BOOK 8 OF PLATS AT PAGES 8563, 8564, 8565 AND 8566, IN THE WEST 1/2 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A BRASS CAP MARKING THE NORTH 1/4 QUARTER CORNER OF SAID SECTION 26 BEING S89°34'06"E 2655.19 EAST OF A BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 26; THENCE N 89°34'06" W 1327.33 FEET ALONG THE NORTHERLY BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION TO A POINT MARKING THE WEST 1/16<sup>TH</sup> CORNER OF SAID SECTION; THENCE S 0°03'25" W 1328.54 FEET ALONG THE WESTERLY BOUNDARY OF THE NE ¼ NW ¼ OF SAID SECTION TO A 5/8-INCH REBAR MARKING THE NORTHWEST 1/16<sup>TH</sup> CORNER OF SAID SECTION AND NORTHWEST CORNER OF SAID LOT 7 TO A 5/8" REBAR; THENCE S 89°39'11" E 582.01 FEET ALONG THE NORTH BOUNDARY OF SAID LOT 7 TO A 5/8-INCH REBAR ON THE WESTERLY RIGHT-OF-WAY OF S. RUSTLER PLACE MARKING THE NORTHEASTERLY CORNER OF SAID LOT 7, BEING THE BEGINNING OF A NON-TANGENT CURVE; THENCE ALONG SAID RIGHT-OF-WAY AND EASTERLY BOUNDARY OF SAID LOT 7 ALONG A NON-TANGENT CURVE [C1] TO THE RIGHT A DISTANCE OF 17.45 FEET, WITH A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 49°59'41", WITH A CHORD BEARING S 26°05'15" W 16.90 FEET TO A 5/8-INCH REBAR MARKING A POINT OF REVERSE CURVE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY AND EASTERLY BOUNDARY ALONG A TANGENT CURVE [C2] TO THE LEFT A DISTANCE OF 122.17 FEET, WITH A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 139°59'42", WITH A CHORD BEARING S 18°54'45" E 93.97 FEET TO A 5/8-INCH REBAR, AND ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY BOUNDARY AND CENTERLINE OF S RUSLER LANE, A PRIVATE ROAD, THE FOLLOWING:

S 1°05'24" W 214.50 TO A 5/8-INCH REBAR MARKING A POINT OF CURVE;

ALONG A TANGENT CURVE [C3] TO THE RIGHT A DISTANCE OF 133.35 FEET, WITH A RADIUS OF 400.00 FEET THROUGH A CENTRAL ANGLE OF 19°06'03", WITH A CHORD BEARING S 10°38'25" W (FORMERLY S 11°00'49 E) 132.73 FEET TO A 5/8-INCH REBAR;

S 20°11'27" W 107.05 FEET TO A 5/8-INCH REBAR MARKING A POINT OF CURVE;

ALONG A TANGENT CURVE [C4] TO THE LEFT A DISTANCE OF 161.91 FEET, WITH A RADIUS OF 350 FEET THROUGH A CENTRAL ANGLE OF 26°30'20", WITH A CHORD BEARING S 6°56'17" W 160.47 FEET TO A 5/8-INCH REBAR MARKING THE SOUTHEAST CORNER OF SAID LOT 7;

THENCE LEAVING SAID EASTERLY BOUNDARY S 77°34'48" W 25.13 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 7 TO A POINT ON THE WESTERLY BOUNDARY OF A 25-FOOT EASEMENT FOR S RUSLER LANE;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING:

ALONG A NONTANGENT CURVE [CE1] TO THE RIGHT A DISTANCE OF 176.14 FEET, WITH A RADIUS OF 375 FEET THROUGH A CENTRAL ANGLE OF 26°54'47", WITH A CHORD BEARING N 6°44'02" E 174.53 FEET TO A POINT;

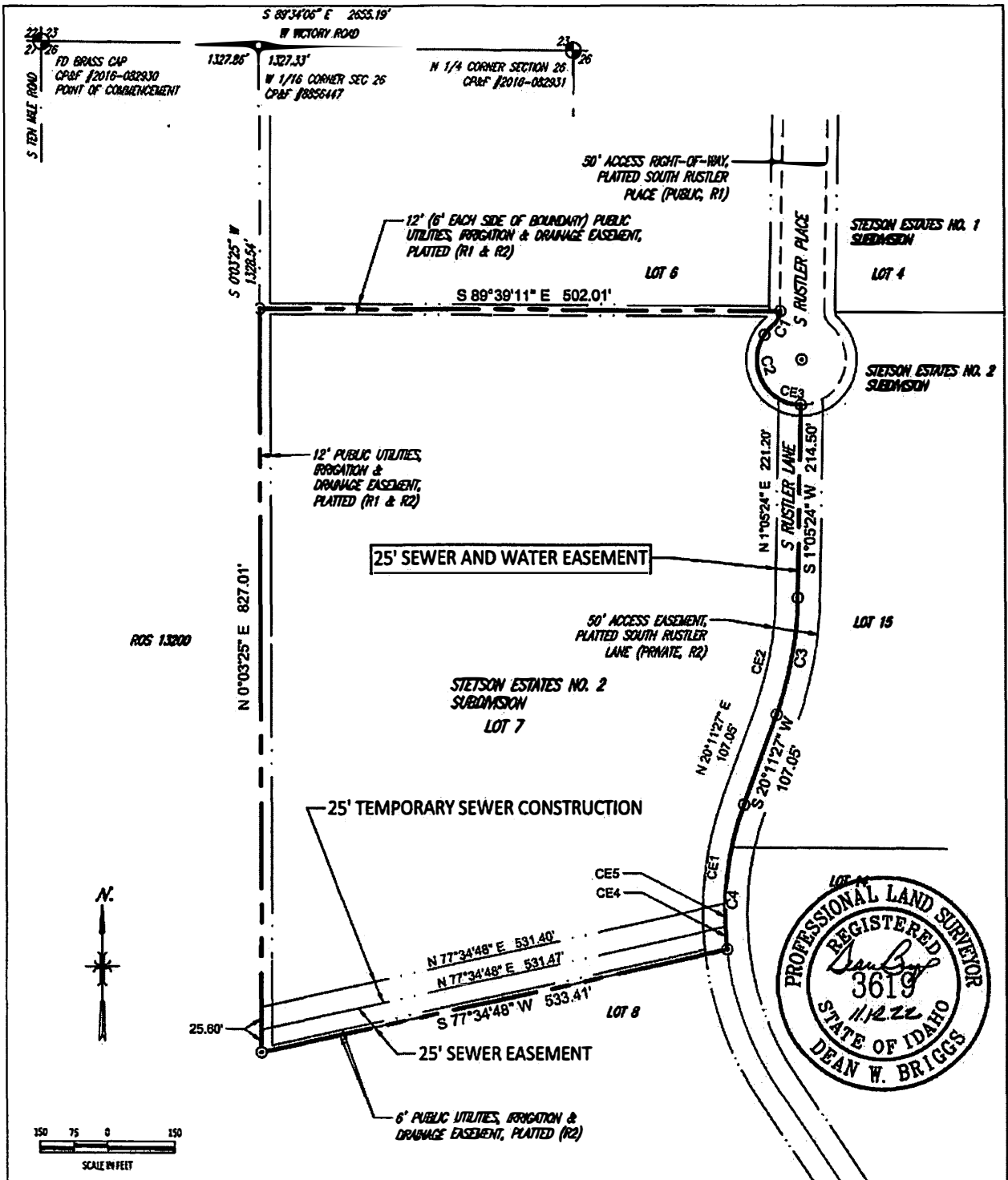
N 20°11'27" E 107.05 TO A 5/8-INCH REBAR MARKING A POINT OF CURVE;

ALONG A TANGENT CURVE [CE2] TO THE LEFT A DISTANCE OF 125.01 FEET, WITH A RADIUS OF 375 FEET THROUGH A CENTRAL ANGLE OF 19°06'03", WITH A CHORD BEARING N 10°38'26" E 124.44 FEET TO A POINT;

N 1°05'24" E 221.20 TO A POINT ON THE SAID RIGHT-OF WAY OF S RUSTLER PLACE AND NORTHEASTERLY BOUNDARY OF SAID LOT 7, MARKING A POINT OF NONTANGENT CURVE;

THENCE LEAVING SAID WESTERLY BOUNDARY ALONG A NONTANGENT CURVE [CE3] TO THE LEFT A DISTANCE OF 26.18 FEET, WITH A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 29°59'52", WITH A CHORD BEARING S 73°54'35" E 28.88 FEET TO THE **POINT OF BEGINNING.**

BEARINGS HEREIN USED ARE BASED ON THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 26 BEARING S 89°34'06" E.



REVISION : BY:  SHEET : 1 OF 1  <b>EXHIBIT B</b> CITY OF MERIDIAN	<b>RUSTLER SUBDIVISION</b> <b>STETSON ESTATES NO. 2 SUBDIVISION, LOT 7</b> <b>ADA COUNTY, IDAHO</b>		<b>BRIGGS ENGINEERING, INC.</b>  CIVIL STRUCTURAL LAND SURVEY 5699 W STATE 'N' • GARDEN CITY, (ID)HO 83703 • (208) 344-9700
	<b>CITY OF MERIDIAN - EASEMENT</b> <b>PERMANENT SEWER &amp; WATER</b>		
OWG DATE: <b>NOVEMBER 2022</b>	DWG NO. <b>210708-EASEMENT</b>	SCALE: <b>1" = 150'</b>	These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by written agreement from Briggs Engineering, Inc.