Aviation Subdivision ESMT-2025-0065

FULL RELEASE OF EASEMENT TYPE OF EASEMENT BEING RELEASED: <u>SEWER AND WATER MAIN EASEMENT</u> GRANTEE: CITY OF MERIDIAN GRANTOR: <u>AVIATOR PARK LLC</u> INCLUDING SUCCESSORS AND ASSIGNS

WHEREAS, by easement dated <u>APRIL</u> 05, 2023 and recorded as **Instrument Number** 2023-019373 in the records of Ada County, State of Idaho, an easement of the type and nature set forth in the above-captioned title was granted to the City of Meridian, an Idaho Municipal Corporation, over and across the real property legally described therein.

WHEREAS, the continuance of this easement is no longer necessary or desirable.

NOW, THEREFORE, in consideration of the premises, the said City of Meridian does hereby vacate, relinquish, release and abandon the said rights and easements hereinabove referred to and described, with the intent that the same shall forthwith cease and be extinguished.

IN WITNESS WHEREOF, THE CITY OF MERIDIAN has caused these presents to be executed by its proper officers thereunto duly authorized this 24th day of June, 2025.

CITY OF MERIDIAN

Robert E. Simison, Mayor 6-24-2025

Attest by Chris Johnson, City Clerk 6-24-2025

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

This record was acknowledged before me on 6-24-2025 (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: <u>3-28-2028</u> ADA COUNTY RECORDER Trent Tripple BOISE IDAHO Pgs=9 BONNIE OBERBILLIG CITY OF MERIDIAN, IDAHO

Project Name (Subdivision):

AVIATION SUBDIVISION

Sanitary Sewer & Water Main Easement Number:

ESMT-2023-0030

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

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 4th day of April 2023 betweenAviator Park LLC("Grantor") and the City of Meridian, an IdahoMunicipal Corporation ("Grantee");("Grantor") and the City of Meridian, an Idaho

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 rightof-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:

BSON

STATE OF IDAHO)

County of Ada

This record was acknowledged before me on <u>3/14/23</u> (date) by <u>Arry Jacobson</u> (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 <u>Aviator Park LLC</u> (name of entity on behalf of whom record was executed), in the following representative capacity: <u>MEMBER</u> (type of authority such as officer or trustee)



Mad Notary Signature My Commission Expires:

Sanitary Sewer and Water Main Easement

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-04-2023

MERIDIAN

Attest by Chris Johnson, City Clerk 4-4-2023

STATE OF IDAHO,)

: ss. County of Ada)

This record was acknowledged before me on $\frac{4-4-2023}{}$ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

CHARLENE WAY COMMISSION No. 67390 NOTARY PUBLIC STATE OF IDAHO

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Notary Signature My Commission Expires: 3-28-2028

EXHIBIT A

LEGAL DESCRIPTION

CITY OF MERIDIAN SANITARY SEWER EASEMENT

AVIATION SUBDIVISION

A portion of the West ½ of the Southwest ¼ of Section 10, Township 3 North, Range 1 West of the Boise-Meridian, City of Meridian, ADA County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 9, 10, 15, and 16, Townships 3 North, Range 1 West, Boise-Meridian, from which the ¼ corner common to said Sections 9 and 10 bears North 0°38'55" East, 2653.02 feet; thence on the west boundary line of said Section 10, North 0°38'55" East, 1621.66 feet to the south boundary line of the railroad right-of-way; thence on said south boundary line, South 88°26'12" East, 495.23 feet to the westerly boundary, thence South 00°36'35" West, 102.71 to the **REAL POINT OF BEGINNING;**

Thence North 88°47'03" East, 162.12 feet to a point on a curve on the easterly boundary of the proposed ACHD right-of-way;

Thence along said right-of-way a distance of 25.13 feet along the arc of a 55.00' foot radius non-tangent curve right, said curve having a central angle of South 26°10'49" West and a long chord bearing South 35°23'15" West a distance of 24.91 feet to a point;

Thence leaving said right-of-way boundary North 88°47'03" East, 147.90 to a point;

Thence South 00°36'35" East 20.00 feet to the REAL POINT OF BEGINNING.

This easement contains 3,065 square feet (0.070 acres) more or less and is subject to any other easements existing or in use.

LEGAL DESCRIPTION

CITY OF MERIDIAN WATER MAIN EASEMENT #1

AVIATION SUBDIVISION

A portion of the West ½ of the Southwest ¼ of Section 10, Township 3 North, Range 1 West of the Boise-Meridian, City of Meridian, ADA County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 9, 10, 15, and 16, Townships 3 North, Range 1 West, Boise-Meridian, from which the ¼ corner common to said Sections 9 and 10 bears North 0°38′55″ East, 2653.02 feet; thence on the west boundary line of said Section 10, North 0°38′55″ East, 1621.66 feet to the south boundary line of the railroad right-of-way; thence on said south boundary line, South 88°26′12″ East, 495.23 feet to the westerly boundary of Aviation Subdivision, thence continuing South 88°26′12″ East 824.15 feet along the south boundary line of the railroad right-of-way to the easterly boundary of Aviation Subdivision, thence South 00°36′35″ East 514.83 feet to the southern boundary of Aviation Subdivision, thence North 89°15′50″ West 61.67 feet along the south boundary line of Aviation Subdivision to the **REAL POINT OF BEGINNING**;

Thence North 00°44'10" East, 56.05 feet to a point on a curve on the Southern boundary of the proposed ACHD right-of-way;

Thence along said right-of-way a distance of 40.22 feet along the arc of a 455.00' foot radius nontangent curve right, said curve having a central angle of South 5°03'54" West and a long chord bearing South 84°52'31" West a distance of 40.21 feet to a point;

Thence leaving said right-of-way boundary North 00°44'10" East, 51.95 to a point;

Thence along the southern boundary line of Aviation Subdivision North 89°15′50″ West 40.00 feet to the **REAL POINT OF BEGINNING.**

This easement contains 2,160 square feet (0.049 acres) more or less and is subject to any other easements existing or in use.

LEGAL DESCRIPTION

CITY OF MERIDIAN WATER MAIN EASEMENT #2

AVIATION SUBDIVISION

A portion of the West ½ of the Southwest ¼ of Section 10, Township 3 North, Range 1 West of the Boise-Meridian, City of Meridian, ADA County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 9, 10, 15, and 16, Townships 3 North, Range 1 West, Boise-Meridian, from which the ¼ corner common to said Sections 9 and 10 bears North 0°38'55" East, 2653.02 feet; thence on the west boundary line of said Section 10, North 0°38'55" East, 1621.66 feet to the south boundary line of the railroad right-of-way; thence on said south boundary line, South 88°26'12" East, 495.23 feet to the westerly boundary of Aviation Subdivision, thence continuing South 88°26'12" East 824.15 feet along the south boundary line of the railroad right-of-way to the easterly boundary of Aviation Subdivision, thence South 00°36'35" East 514.83 feet to the southern boundary of Aviation Subdivision, thence North 89°15'50" West 206.14' feet along the south boundary line of Aviation Subdivision to the **REAL POINT OF BEGINNING**;

Thence North 12°38'34"West, 22.29 feet to a point on the Southern boundary of the proposed ACHD right-of-way;

Thence along south boundary of said right-of-way South 69°58'46" West, 61.18 to a point;

Thence leaving said right-of-way boundary South 89°15′50″ East, 62.36 to the **REAL POINT OF BEGINNING.**

This easement contains 667 square feet (0.015 acres) more or less and is subject to any other easements existing or in use.





