]	Project Name or Subdivision Name:	
(Calkins Creek	
I	Sanitary Sewer & Water Main Easement Number Identify this Easement by sequential number if the project contains more this type. See instructions/checklist for additional information.	

ESMT-2025-0154

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this	day of	20	between
C11 Rustler, LLC	("Grantor")	and the City of M	eridian, 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.

T O HAVE AND T O 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: C11 RUSTLER, LLC

STATE OF IDAHO)

) ss

County of Ada

This record was acknowledged before me on 4th November 10th by David Gavaner (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 Clicker (name of entity on behalf of whom record was executed), in the following representative capacity: Available Managing Partner (type of authority such as officer or trustee)

Notary Stamp Below

Stefanie M Aragon Commission # 69079 NOTARY PUBLIC STATE OF IDAHO

Notary Signature

My Commission Expires: 12-28-28

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 befo and Chris Johnson on behalf of the Clerk, respectively.	ore me on (date) by Robert E. Simison City of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	Notary Signature
	My Commission Fynires:



EXHIBIT A

The following describes a parcel of land for the purpose of a Water Main and Sewer Easement being a portion of the NE 1/4 NW 1/4 of Section 26, Township 3 North Range 1 West, Boise Meridian, Ada County Idaho, more particularly described as follows:

COMMENCING at a found 5/8-inch diameter iron pin marking the Northwest corner of the NE1/4 NW 1/4 of Section 26 (W1/16 corner), said corner bears N 89°07'48" W a distance of 1327.46 feet from a found Brass Cap stamped "PLS 12087" marking the Northeast corner of the NE1/4 NW 1/4 of Section 26 (N1/4 corner);

Thence, leaving the W1/16 corner and along the West line of the NE 1/4 NW 1/4 of Section 26, S 00°30'24" W, a distance of 25.00 feet to a found 5/8-inch diameter iron pin with No Cap marking a point on the South Right of Way line of Victory Road;

Thence, continuing along said West line of the NE 1/4 NW 1/4 of Section 26, S 00°30'24" W, a distance of 559.47 feet to a found 5/8-inch diameter iron pin with No Cap;

Thence, leaving said West line of the NE 1/4 NW 1/4 of Section 26, S 89°08'01" E, a distance of 595.26 feet to a found 5/8-inch diameter iron pin with No Cap marking a point on the West Right of Way line of Rustler Place:

Thence, along the West Right of Way line of Rustler Place, N 01°31'57" E, a distance of 188.39 feet to the **POINT OF BEGINNING**;

Thence, leaving said West Right of Way line of Rustler Place, N 43°23'18" W, a distance of 23.71 feet;

Thence, N 79°29'39" W, a distance of 229.35 feet to the beginning of a tangent curve left;

Thence, along said curve to the left having a radius of 25.00 feet, and a central angle of 50°23'40" an arc length of 21.99 feet with a chord bearing of S 75°18'31" W, and a chord distance of 21.29 feet to the beginning of a reverse curve to the right;

Thence, along said reverse curve to the right having a radius of 55.00 feet, and a central angle of 280°47'19" an arc length of 269.54 feet with a chord bearing of N 10°30'21" E, and a chord distance of 70.13 feet to the beginning of a reverse curve to the left;

Thence, along said curve to the left having a radius of 25.00 feet, and a central angle of 50°23'40" an arc length of 21.99 feet with a chord bearing of S 54°17'49" E, and a chord distance of 21.29 feet;

Thence, S 79°29'39" E, a distance of 215.63 feet;

Thence, N 54° 16'16" E, a distance of 27.88 feet to the West Right of Way line of said Rustler Place;

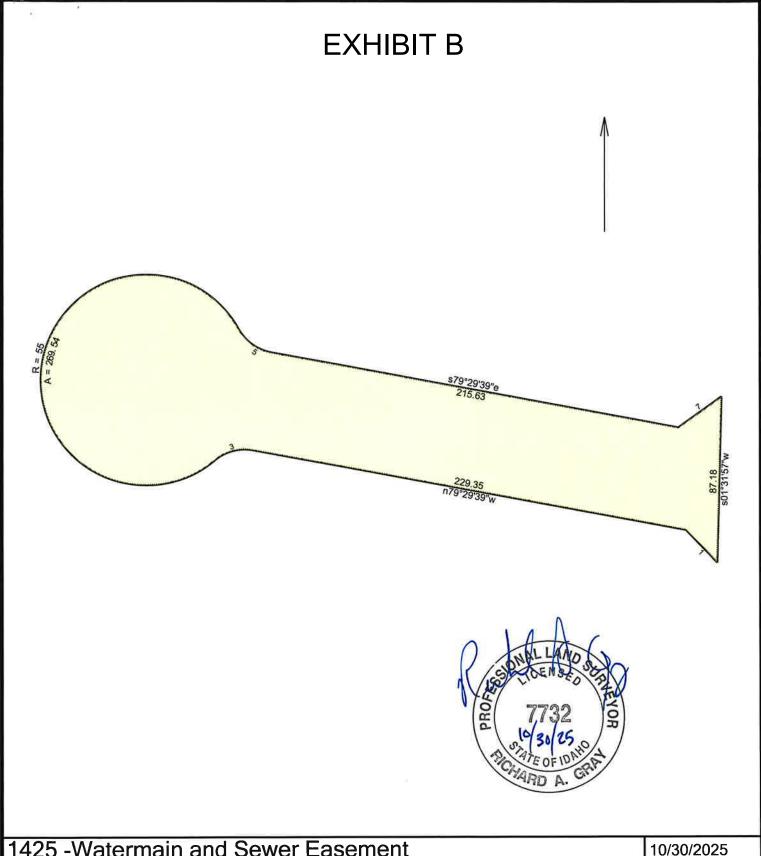


DAVID EVANS AND ASSOCIATES INC.

Thence, along the West Right of Way line of said Rustler Place, S 01°31'57" W, a distance of 87.18 feet to the **POINT OF BEGINNING**.

This parcel contains 22,945 square feet or 0.53 acres, more or less.





1425 -Watermain and Sewer Easement

Scale: 1 inch= 50 feet

File: 1425 Water Main and Sewer Esmt.ndp

Tract 1: 0.5268 Acres (22946 Sq. Feet), Closure: n33.2958w 0.01 ft. (1/94224), Perimeter=897 ft.

01 n43.2318w 23.71

02 n79.2939w 229.35

03 Lt, r=25.00, delta=050.2340, arc=21.99, chord=s75.1831w 21.29 04 Rt, r=55.00, delta=280.4719, arc=269.54, chord=n10.3021e 70.13 05 Lt, r=25.00, delta=050.2340, arc=21.99, chord=s54.1749e 21.29

06 s79.2939e 215.63

07 n54.1616e 27.88

08 s01.3157w 87.18