

ESMT-2024-0168

Watts Meridian Medical Partners Subdivision

FULL RELEASE OF EASEMENT

TYPE OF EASEMENT BEING RELEASED: Sanitary Sewer & Water Main Easement

GRANTEE: CITY OF MERIDIAN

GRANTOR: Arthur P. Laos and Carrie Lynn Thomas INCLUDING SUCCESSORS AND ASSIGNS

WHEREAS, by easement dated July 10, 2024 and recorded as **Instrument Number** 2024-037115 **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 17th day of December, 2024.

CITY OF MERIDIAN

Robert E. Simison, Mayor 12-17-2024

Attest by Chris Johnson, City Clerk 12-17-2024

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

This record was acknowledged before me on 12-17-2024(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

Project Name or Subdivision Name:

Watts Meridian Medical Partners Subdivision

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=6 VICTORIA BAILEY
CITY OF MERIDIAN, IDAHO

2024-037115
07/10/2024 10:13 AM
NO FEE

Sanitary Sewer & Water Main Easement Number: 01
Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only
Record Number: ESMT-2024-0060

SANITARY SEWER EASEMENT

THIS Easement Agreement made this 9th day of July 20 24 between Arthur P. Laos & Carrie Lynn Thomas ("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:

Robert P. Laws

GRANTOR:

Carrie Lynn Thomas

STATE OF IDAHO)

) ss

County of Ada)

~~This record was acknowledged before me on 4/26/24 (date) by _____
(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)~~

Notary Stamp Below

Notary Signature

My Commission Expires: _____

State of Idaho

County of Ada

On this 26th day of April, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Arthur P. Laos and Carrie Lynn Thomas, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and

acknowledged that he/she/they executed the same.

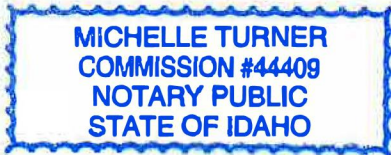
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for the State of Idaho

Residing at: Meridian

Commission Expires: 5/31/2029



GRANTEE: CITY OF MERIDIAN


Robert E. Simison, Mayor 7-9-2024


Attest by Chris Johnson, City Clerk 7-9-2024



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

This record was acknowledged before me on 7-9-2024 (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 Stamp Below

CHARLENE WAY
COMMISSION No. 67390
NOTARY PUBLIC
STATE OF IDAHO

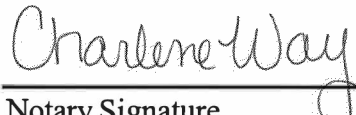

Notary Signature
My Commission Expires: 3-28-2028

EXHIBIT A

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, LOCATED IN THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF LOT 1 BLOCK 1, WATTS MERIDIAN MEDICAL PARTNERS SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°22'59"E 10.00 FEET;

THENCE S89°36'37"W 292.47 FEET;

THENCE N00°23'23"W 20.00 FEET;

THENCE N89°36'37"E 292.47 FEET;

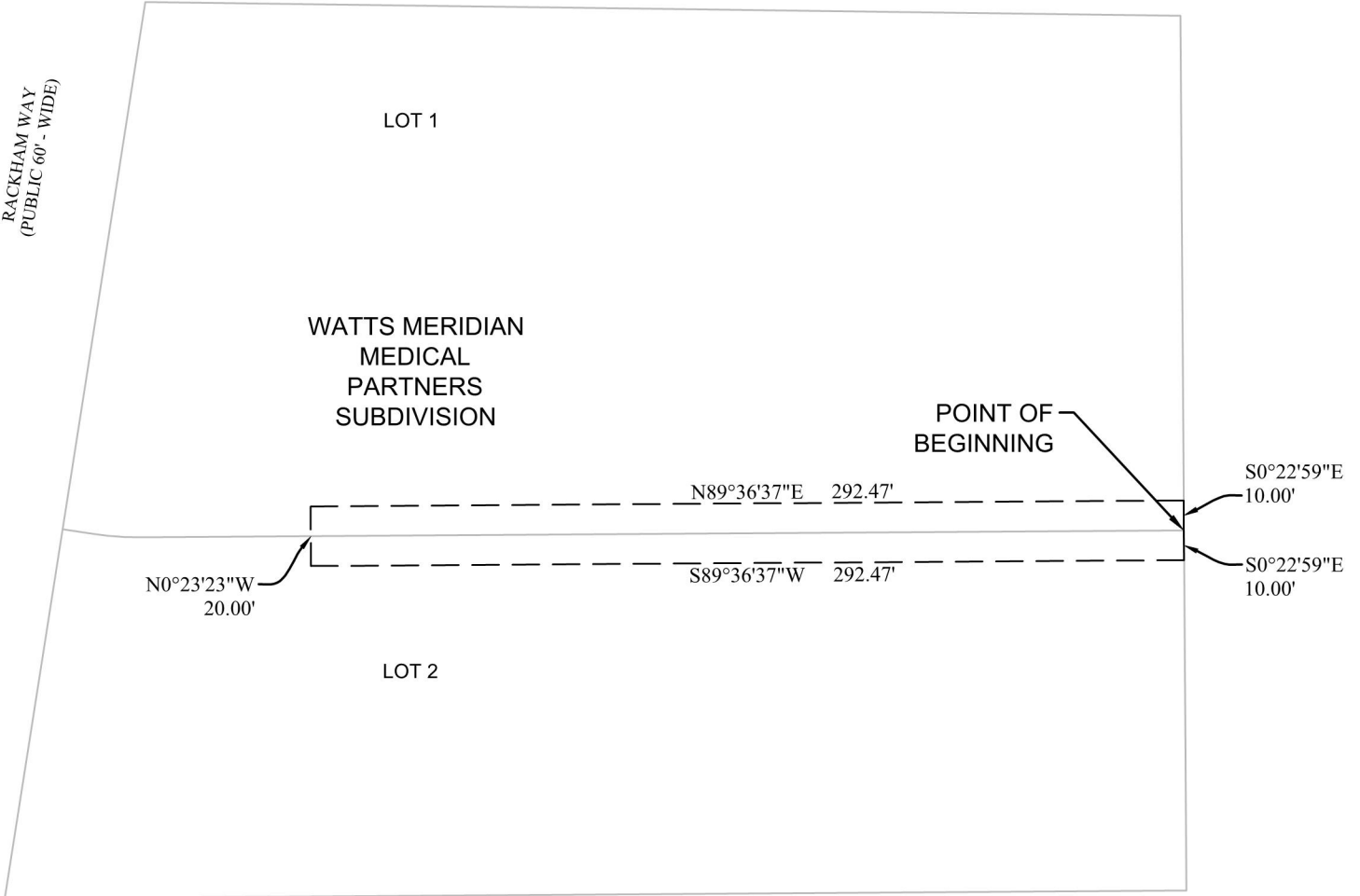
THENCE S00°22'59"E 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 5,849 SQUARE FEET OR 0.13 ACRES+/-

EXHIBIT B

FLATIRON LANE (PRIVATE 30' - WIDE)

RACKHAM WAY
(PUBLIC 60' - WIDE)



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

FOCUS[®]
ENGINEERING AND SURVEYING, LLC
1001 NORTH ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

WATTS MERIDIAN MEDICAL PARTNERS SUBDIVISION SEWER EASEMENT 01

Date Created:
04/18/24
Scale:
1:60
Drawn:
DB
Job:
23-5011
Sheet:

2 OF 2

V:_2023\23-5011 Medical Aesthetics Dental Institute\design\23-5011 MADI - Sewer Easement\Exhibit.dwg