

ESMT-2023-0048 Pollard Subdivision  
Sanitary Sewer Easement No. 1

**SANITARY SEWER EASEMENT**

THIS Easement Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between SCS Investments LLC (“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 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 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.

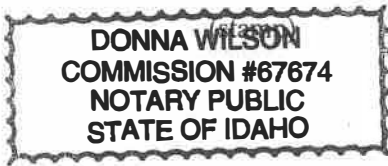
IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR: SCS INVESTMENTS LLC  
an Idaho limited liability company

  
By: Michael A. Hall, President

STATE OF IDAHO )  
                                  ) ss  
County of Ada     )

This record was acknowledged before me on 3/21/2023 (date) by Michael A. Hall  
(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 SCS Investments LLC  
(name of entity on behalf of whom record was executed), in the following representative  
capacity: President (type of authority such as officer or trustee)



  
Notary Signature  
My Commission Expires: 5.6.2028

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 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: \_\_\_\_\_

March 23, 2023  
Project No.: 21-240  
Pollard Subdivision  
City of Meridian Sewer Easement  
Legal Description

**Exhibit A**

Parcels of land for a sewer easement situated in a portion of the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the South 1/4 corner of said Section 21, which bears S89°27'17"E a distance of 2,609.39 feet from an aluminum cap marking the Southwest corner of said Section 21, thence N00°32'12"E a distance of 115.00 feet to the northerly right-of-way line of W.Chinden Blvd.;

Thence following said northerly right-of-way line, N89°27'17"W a distance of 34.80 feet to the westerly right-of-way line of N. Rustic Oak Ave.;

Thence leaving said northerly right-of-way line and following said westerly right-of-way line, N00°34'29"E a distance of 245.02 feet;

Thence leaving said westerly right-of-way line, N89°25'31"W a distance of 277.35 feet to **POINT OF BEGINNING 1.**

Thence S00°34'29"W a distance of 20.00 feet;

Thence N89°25'31"W a distance of 71.29 feet;

Thence N00°34'29"E a distance of 20.00 feet to a point hereinafter referred to as POINT "A";

Thence S89°25'31"E a distance of 71.29 feet to **POINT OF BEGINNING 1.**

Said parcel contains 1,426 square feet, more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as POINT "A", thence N00°58'47"E a distance of 141.46 feet to **POINT OF BEGINNING 2.**

Thence N89°25'31"W a distance of 20.00 feet;

Thence N00°34'29"E a distance of 42.05 feet;

Thence N89°25'31"W a distance of 224.77 feet;

Thence N00°36'05"E a distance of 16.50 feet to a point hereinafter referred to as POINT "B";

Thence S89°25'31"E a distance of 592.40 feet to a point hereinafter referred to as POINT "C" and being on the westerly right-of-way line of N. Rustic Oak Ave.;

Thence following said westerly right-of-way line, S00°34'29"W a distance of 16.50 feet;

Thence leaving said westerly right-of-way line, N89°25'31"W a distance of 188.90 feet;

Thence S00°34'29"W a distance of 42.00 feet;

Thence N89°25'31"W a distance of 20.00 feet;

Thence N00°34'29"E a distance of 42.00 feet;

Thence N89°25'31"W a distance of 138.74 feet;

Thence S00°34'29"W a distance of 42.05 feet to **POINT OF BEGINNING 2.**

Said parcel contains 11,456 square feet, more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as POINT "B", thence N02°11'14"W a distance of 442.52 feet to **POINT OF BEGINNING 3.**

Thence N00°32'54"E a distance of 44.98 feet;

Thence S89°27'06"E a distance of 30.00 feet;

Thence S00°32'54"W a distance of 44.98 feet to the northerly right-of-way line of W. Waverton Dr.;

Thence following said northerly right of way line, N89°27'06"W a distance of 30.00 feet to **POINT OF BEGINNING 3.**

Said parcel contains 1,349 square feet, more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as POINT "C", thence S89°25'31"E a distance of 99.00 feet to **POINT OF BEGINNING 4.**

Thence S89°25'31"E a distance of 48.51 feet;

Thence S00°34'29"W a distance of 16.50 feet to a point hereinafter referred to as POINT "D";

Thence N89°25'31"W a distance of 48.51 feet to a point hereinafter referred to as POINT "E" and being on the easterly right-of-way line of N. Rustic Oak Ave.;

Thence following said easterly right-of-way line, N00°34'29"E a distance of 16.50 feet to **POINT OF BEGINNING 4.**

Said parcel contains 800 square feet, more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as "POINT E", thence following the easterly right-of-way line of N. Rustic Oak Ave., S00°34'29"W a distance of 239.97 feet to **POINT OF BEGINNING 5.**

Thence leaving said easterly right-of-way line, S89°27'17"E a distance of 62.17 feet;

Thence S00°32'43"W a distance of 20.00 feet;

Thence N89°27'17"W a distance of 62.18 feet to said easterly right-of-way line;

Thence following said easterly right-of-way line, N00°34'29"E a distance of 20.00 feet to **POINT OF BEGINNING 5.**

Said parcel contains 1,243 square feet, more or less.

**TOGETHER WITH:**

Commencing at a point previously referred to as POINT "D", thence N88°55'25"E a distance of 1,173.39 feet to **POINT OF BEGINNING 6**.

Thence N00°27'11"E a distance of 20.00 feet;

Thence S89°32'49"E a distance of 20.49 feet to the boundary of Faibourne Subdivision No. 2 (Book 119 of Plats at Page 18316, records of Ada County, Idaho);

Thence following said boundary, S00°27'11"W a distance of 20.00 feet;

Thence leaving said boundary, N89°32'49"W a distance of 20.49 feet to **POINT OF BEGINNING 6**.

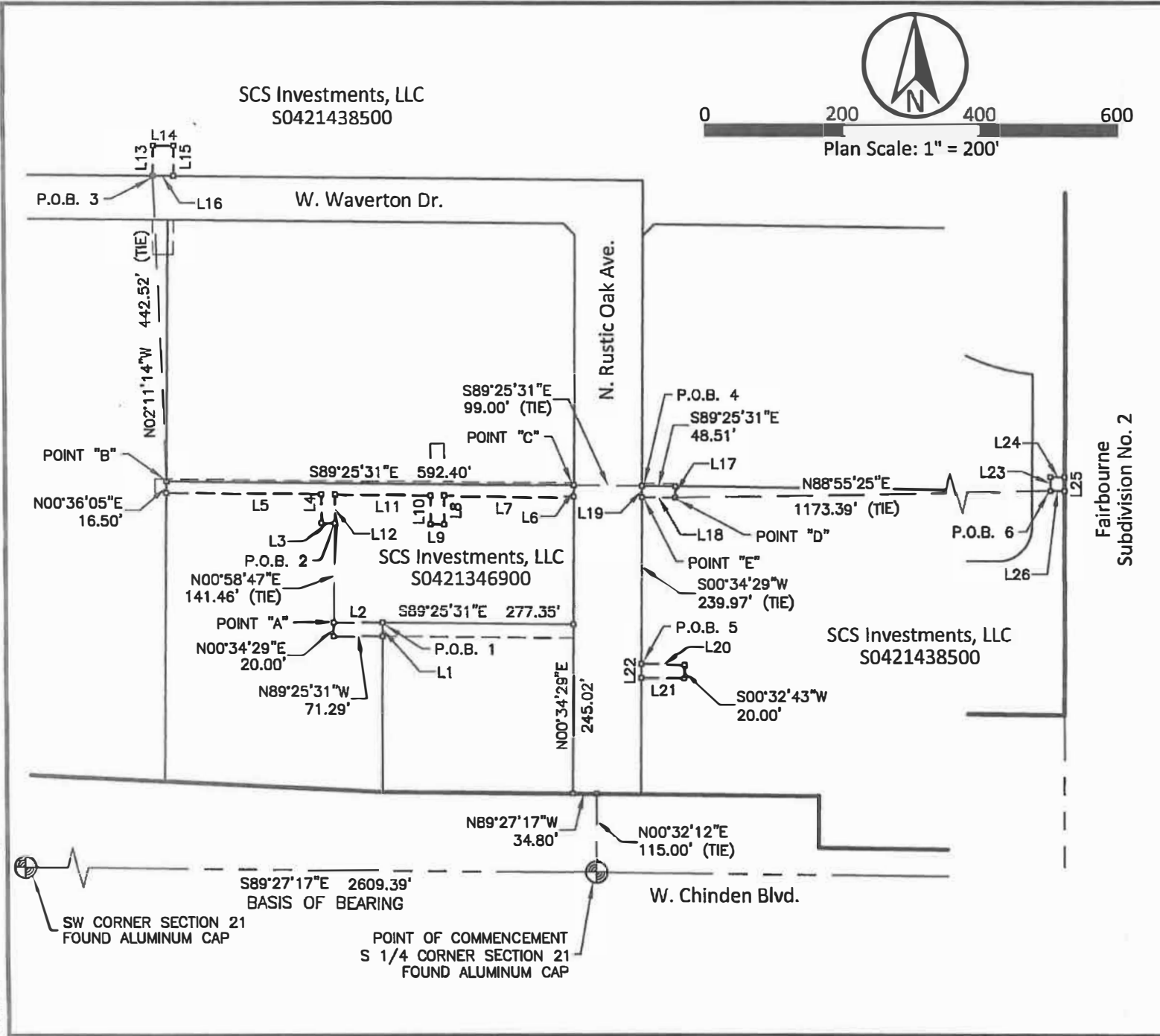
Said parcel contains 410 square feet, more or less.

Said description contains a total of 16,684 square feet (0.38 acres), more or less.

Attached hereto is Exhibit B and by this reference is made a part hereof.



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**Exhibit B - City of Meridian Sewer Easement  
Pollard Subdivision**

Situated in the SW 1/4 of the SE 1/4 and the SE 1/4 of the SW 1/4  
Section 21, T4N, R1W, BM, City of Meridian, Ada County, Idaho

DATE: March 2023  
 PROJECT: 21-240  
 SHEET: 1 OF 2

**km**  
 ENGINEERING  
 5725 NORTH DISCOVERY WAY  
 BOISE, IDAHO 83713  
 PHONE (208) 639-6939  
 kmengllp.com

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | S00°34'29"W | 20.00    |
| L2         | S89°25'31"E | 71.29    |
| L3         | N89°25'31"W | 20.00    |
| L4         | N00°34'29"E | 42.05    |
| L5         | N89°25'31"W | 224.77   |
| L6         | S00°34'29"W | 16.50    |
| L7         | N89°25'31"W | 188.90   |
| L8         | S00°34'29"W | 42.00    |
| L9         | N89°25'31"W | 20.00    |
| L10        | N00°34'29"E | 42.00    |
| L11        | N89°25'31"W | 138.74   |
| L12        | S00°34'29"W | 42.05    |
| L13        | N00°32'54"E | 44.98    |

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L14        | S89°27'06"E | 30.00    |
| L15        | S00°32'54"W | 44.98    |
| L16        | N89°27'06"W | 30.00    |
| L17        | S00°34'29"W | 16.50    |
| L18        | N89°25'31"W | 48.51    |
| L19        | N00°34'29"E | 16.50    |
| L20        | S89°27'17"E | 62.17    |
| L21        | N89°27'17"W | 62.18    |
| L22        | N00°34'29"E | 20.00    |
| L23        | N00°27'11"E | 20.00    |
| L24        | S89°32'49"E | 20.49    |
| L25        | S00°27'11"W | 20.00    |
| L26        | N89°32'49"W | 20.49    |

**Exhibit B - City of Meridian Sewer Easement  
Pollard Subdivision**

Situating in the SW 1/4 of the SE 1/4 and the SE 1/4 of the SW 1/4  
Section 21, T4N, R1W, BM, City of Meridian, Ada County, Idaho

DATE: March 2023

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SHEET:  
2 OF 2



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