

Project Name (Subdivision):

Pollard Subdivision

Sanitary Sewer Easement Number: 2

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

SANITARY SEWER EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20____ between Smith Brighton Inc., (“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.

REV. 01/01/2020

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 22, 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 225.02 feet to **POINT OF BEGINNING 1.**

Thence leaving said westerly right-of-way line, N89°25'31"W a distance of 277.35 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 277.35 feet to said westerly right-of-way line;
Thence following said westerly right-of-way line, S00°34'29"W a distance of 20.00 feet to **POINT OF BEGINNING 1.**

Said parcel contains 5,547 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as POINT "A", thence N59°12'26"W a distance of 364.80 feet to **POINT OF BEGINNING 2.**

Thence N89°25'31"W a distance of 16.50 feet;
Thence N00°36'05"E a distance of 20.00 feet to a point hereinafter referred to as POINT "B";
Thence S89°25'31"E a distance of 400.00 feet;
Thence N00°34'29"E a distance of 55.00 feet;
Thence S89°25'31"E a distance of 20.00 feet;
Thence S00°34'29"W a distance of 55.00 feet;
Thence S89°25'31"E a distance of 188.90 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 3.50 feet;
Thence leaving said westerly right-of-way line, N89°25'31"W a distance of 592.40 feet;
Thence S00°36'05"W a distance of 16.50 feet to **POINT OF BEGINNING 2.**

Said parcel contains 3,503 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as POINT "B", thence N42°46'21"W a distance of 468.72 feet to **POINT OF BEGINNING 3.**

Thence N89°27'06"W a distance of 30.00 feet;

Thence N00°32'54"E a distance of 34.50 feet to the southerly right-of-way line of W. Waverton Dr.;

Thence following said southerly right-of-way line, S89°27'06"E a distance of 30.00 feet to a point hereinafter referred to as POINT "D";

Thence leaving said southerly right-of-way line, S00°32'54"W a distance of 34.50 feet to **POINT OF BEGINNING 3.**

Said parcel contains 1,035 square feet, more or less.

TOGETHER WITH:

Commencing at a point previously referred to as POINT "D", thence following the southerly right-of-way line of W. Waverton Dr., S89°27'06"E a distance of 316.93 feet to **POINT OF BEGINNING 4.**

Thence following said southerly right-of-way line, S89°27'06"E a distance of 30.00 feet;

Thence leaving said southerly right-of-way line, S00°36'05"W a distance of 49.56 feet;

Thence N89°23'55"W a distance of 30.00 feet;

Thence N00°36'05"E a distance of 49.53 feet to **POINT OF BEGINNING 4.**

Said parcel contains 1,486 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 5.**

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

Thence S00°34'29"W a distance of 3.50 feet;

Thence N89°25'31"W a distance of 48.51 feet to 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 3.50 feet to **POINT OF BEGINNING 5.**

Said parcel contains 170 square feet, more or less.

Said description contains a total of 11,741 square feet (0.27 acres), more or less.

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



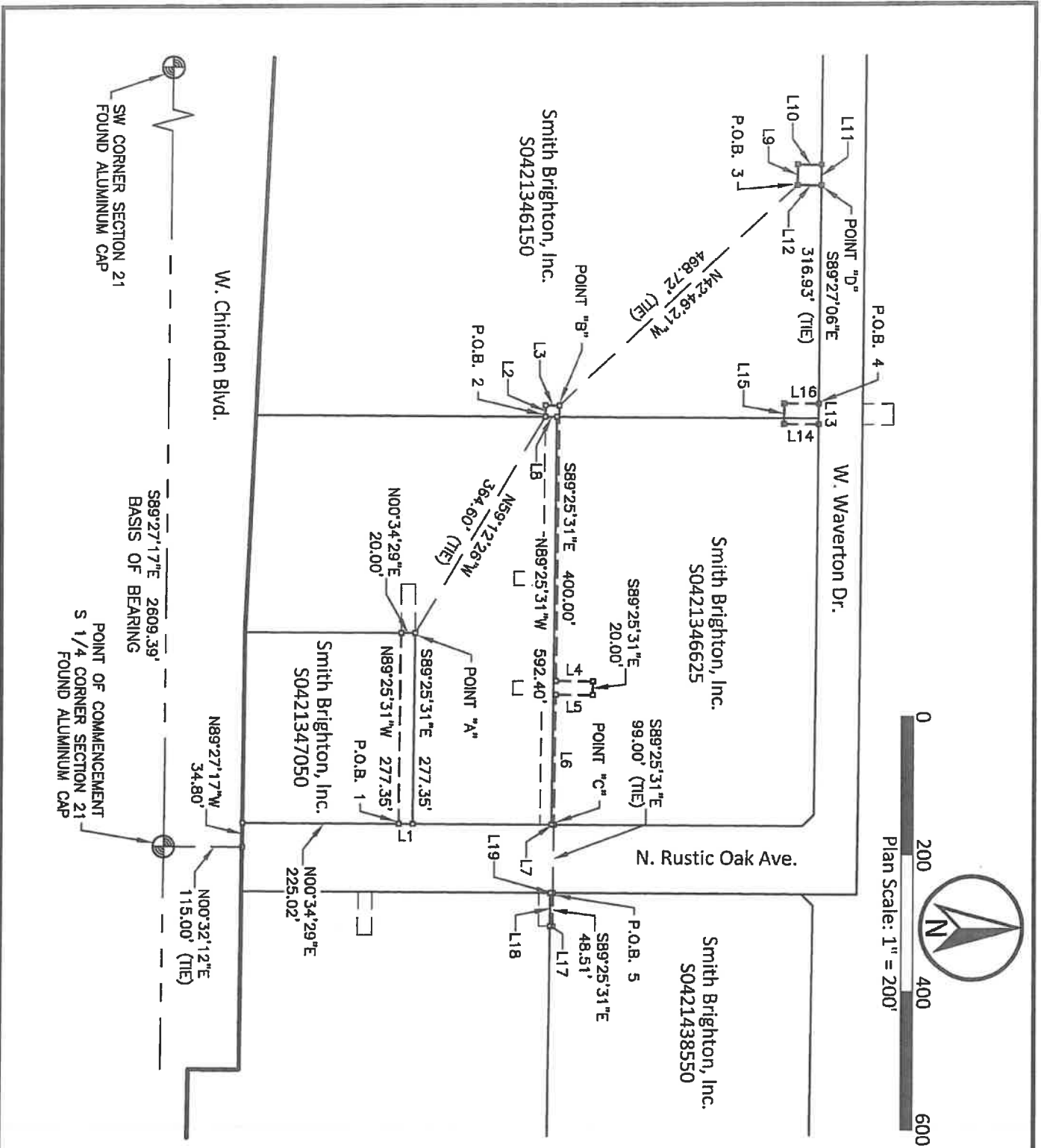


Exhibit B - City of Meridian Sewer Easement Pollard Subdivision

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°34'29"W	20.00
L2	N89°25'31"W	16.50
L3	N00°36'05"E	20.00
L4	N00°34'29"E	55.00
L5	S00°34'29"W	55.00
L6	S89°25'31"E	188.90
L7	S00°34'29"W	3.50
L8	S00°36'05"W	16.50
L9	N89°27'06"W	30.00
L10	N00°32'54"E	34.50

LINE TABLE		
LINE	BEARING	DISTANCE
L11	S89°27'06"E	30.00
L12	S00°32'54"W	34.50
L13	S89°27'06"E	30.00
L14	S00°36'05"W	49.56
L15	N89°23'55"W	30.00
L16	N00°36'05"E	49.53
L17	S00°34'29"W	3.50
L18	N89°25'31"W	48.51
L19	N00°34'29"E	3.50

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2 OF 2