

WATER MAIN EASEMENT

THIS Easement Agreement, made this 6th day of December, 2022 between Adler AB Owner XV , LLC (“Grantor”), and the City of Meridian, an Idaho Municipal Corporation (“Grantee”);

WHEREAS, the Grantor desires to provide a water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the water main 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 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 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 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.

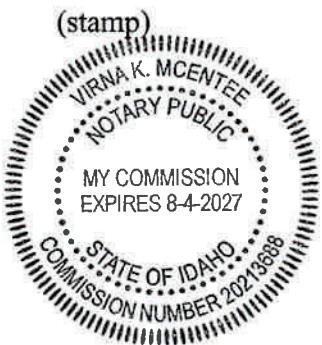
IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR: Michael S. Adler



STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 9/27/2022 (date) by Michael S. Adler
(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 Adler AB Owner XV, 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)



Virna K. McEntee

Notary Signature
My Commission Expires: 8/4/2027

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 12-6-2022

Attest by Chris Johnson, City Clerk 12-6-2022

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

This record was acknowledged before me on 12-6-2022 (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

EXHIBIT A
ADLER INDUSTRIAL
BUILDINGS 326 & 327
WATER MAIN - EASEMENT NUMBER 1
SITUATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 9
T. 3 N., R. 1 E., B.M.
CITY OF MERIDIAN, ADA COUNTY, IDAHO

A 20 foot wide easement situated in Lot 1, Block 2, of Seyam East Subdivision, a recorded subdivision on file in Book 116 of Plats at Pages 17443 through 17447, records of Ada County, Idaho, and further described as situated in the Southwest 1/4 of the Southeast 1/4 of Section 9, Township 3 North, Range 1 East, Boise Meridian, City Of Meridian, Ada County, Idaho, being 10 feet each side of the following described centerline:

Commencing at the northwesterly corner of said Lot 1, Block 2 of Seyam East Subdivision from which the southwesterly corner of said Lot 1 bears South 1°31'51" West 278.44 feet;

thence along the easterly right-of-way of North Truckee Avenue South 1°31'51" West 39.06 feet to the POINT OF BEGINNING;

thence leaving said easterly right-of-way South 88°28'09" East 60.00 feet;

thence South 1°31'51" West 73.00 feet;

thence North 88°28'09" West 23.00 feet to the POINT OF TERMINUS, comprising 3120 square feet, more or less.

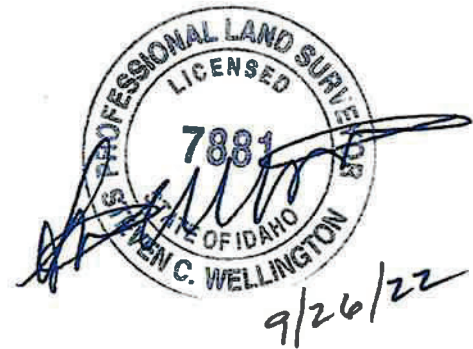


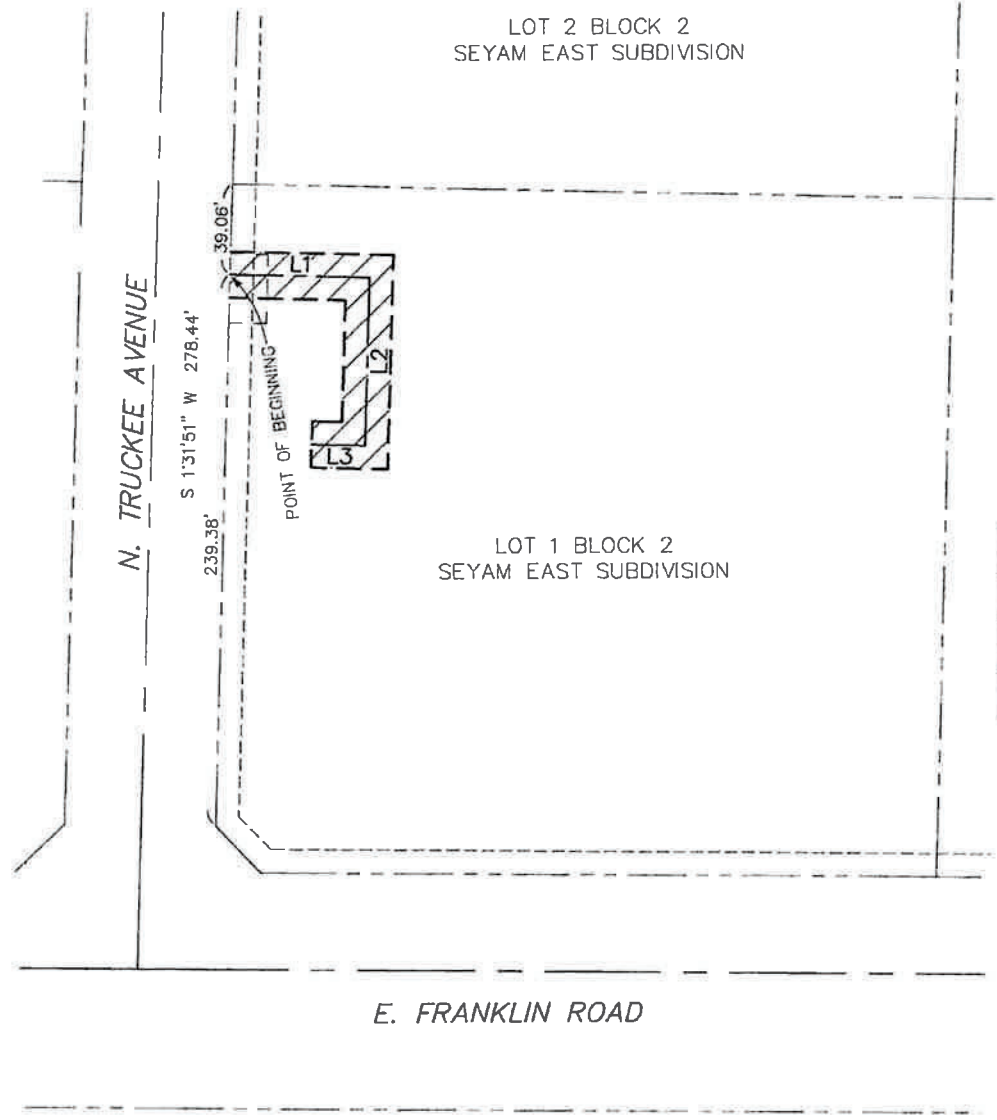
EXHIBIT B
MAP TO ACCOMPANY LEGAL DESCRIPTION
ADLER INDUSTRIAL
BUILDINGS 326 & 327
WATER MAIN - EASEMENT NUMBER 1
 SITUATED IN SEYAM EAST SUBDIVISION
 IN THE SW 1/4 OF THE SE 1/4 OF SECTION 9
 T3N R1E BM
 CITY OF MERIDIAN, ADA COUNTY, IDAHO



NOT TO SCALE

LOT 2 BLOCK 2
 SEYAM EAST SUBDIVISION

LOT 1 BLOCK 2
 SEYAM EAST SUBDIVISION



LINE TABLE

LINE	LENGTH	BEARING
L1	60.00'	S 88°28'09" E
L2	73.00'	S 1°31'51" W
L3	23.00'	N 88°28'09" W

LEGEND

- EASEMENT CENTERLINE
- EASEMENT
- PLATTED LOT LINE
- STREET CENTERLINE
- EXISTING EASEMENT

