

ESMT-2022-0170 Records East Subdivision Lot 2,
Block 1
Sanitary Sewer and Water Main Easement No. 1

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this day of May 18th, 20 22 between
WAL-MART REAL ESTATE BUSINESS TRUST ("Grantor") and the City of Meridian, 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.

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.

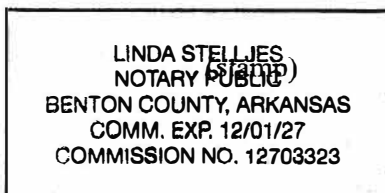
GRANTOR:

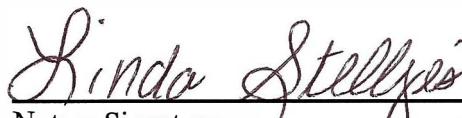

Scott Greear, Director

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

STATE OF ARKANSAS)
) ss
COUNTY OF BENTON)

This instrument was acknowledged before me a Notary Public, on April 22, 2022
by Scott Greear, the Director of
WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust.




Notary Signature
My Commission Expires: 12/01/2027

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 5-18-2022

Attest by Chris Johnson, City Clerk 5-18-2022

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.:_____

EXHIBIT A

RECORDS EAST SUBDIVISION – City of Meridian Sewer and Water Easement

A easement being located in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Beginning at a point on a west line of a Sewer and Water Easement as shown on the plat of Records East Subdivision, Book 80, Page 8654, which is 60.00 feet South $0^{\circ}48'14''$ West and South $0^{\circ}47'40''$ West 744.43 feet and 48.77 feet South $89^{\circ}40'38''$ East from the North Quarter Corner of said Section 9;

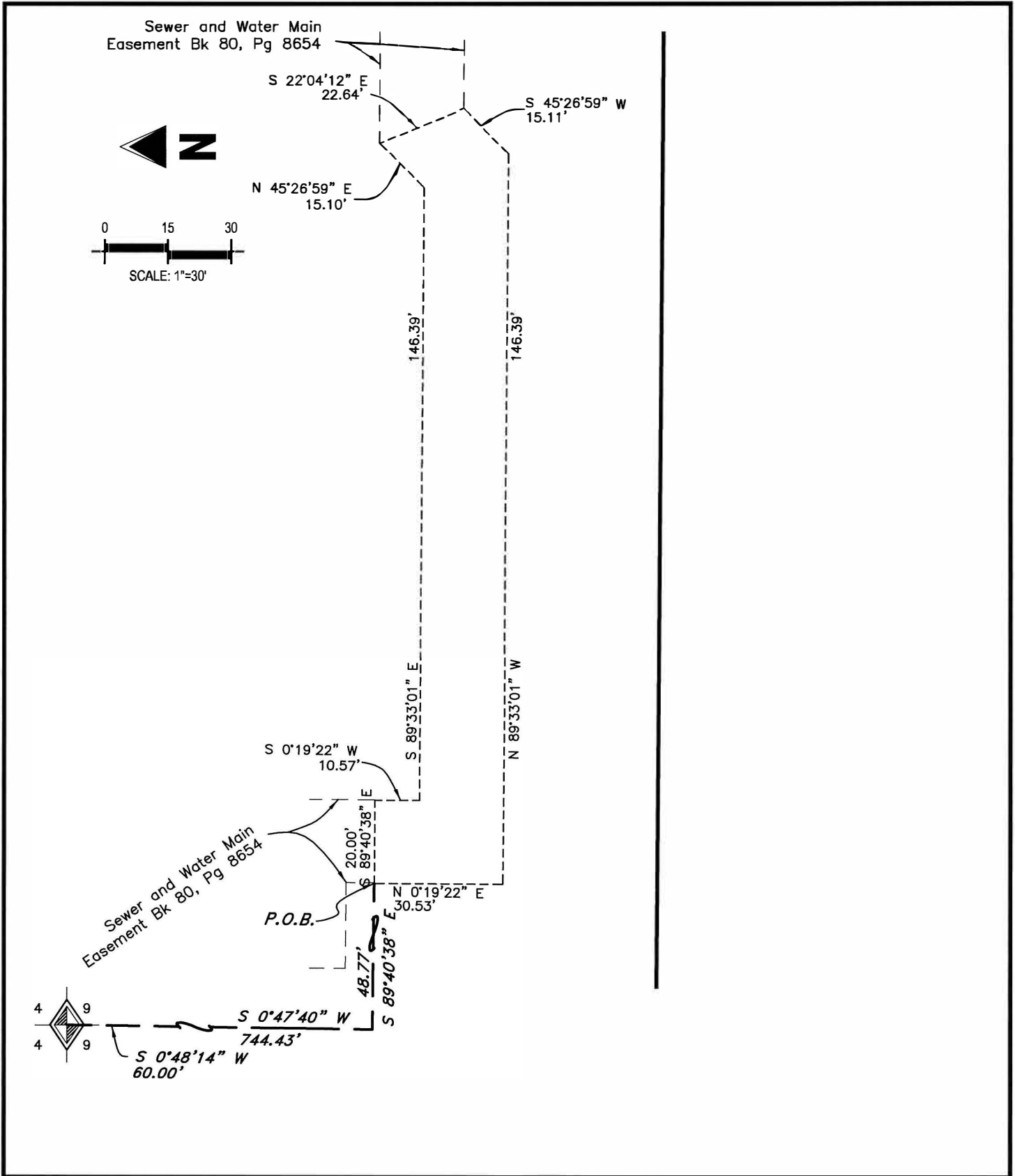
Thence South $89^{\circ}40'38''$ East 20.00 feet to the east line of said Easement; thence South $0^{\circ}19'22''$ West 10.57 feet; thence South $89^{\circ}33'01''$ East 146.39 feet; thence North $45^{\circ}26'59''$ East 15.10 feet; thence South $22^{\circ}04'12''$ East 21.64 feet; thence South $45^{\circ}26'59''$ West 15.11 feet; thence North $89^{\circ}33'01''$ West 174.63 feet; thence North $0^{\circ}19'22''$ East 30.53 feet to the point of beginning.

The parcel contains 3,923 sq. ft. or 0.090 acres.



Jerron R. Atkin II
Professional Licensed Surveyor
Idaho: 20142

EXHIBIT B



Walmart - #2862 Meridian, ID

Sewer and Water Easement

Records East Subdivision

4051 E. Fairview Ave

EXHIBIT B

Project No: LKA002862

Drawn By: JRA

Checked By: JRA

Date: 02/03/2022

Galloway

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