

Project Name or Subdivision Name:

S La Vista Lane Sewer Main Stub

Sanitary Sewer Main Easement Number: 1

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-2026-0167

SANITARY SEWER EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between Adler La Vista T101 LLC, an Idaho limited liability company, and Adler La Vista T102 LLC, an Idaho limited liability company, as tenants-in-common (collectively, "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 easement hereby granted 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:

ADLER LA VISTA T101 LLC

By:


Bradley E. Miller, its President

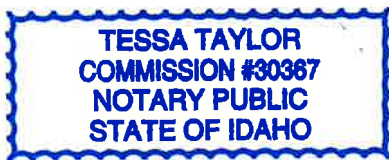
STATE OF IDAHO)

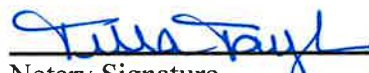
) ss

County of Ada)

This record was acknowledged before me on July 17, 2026, by Bradley E. Miller on behalf of Adler La Vista T101 LLC, an Idaho limited liability company, in the following representative capacity: President.

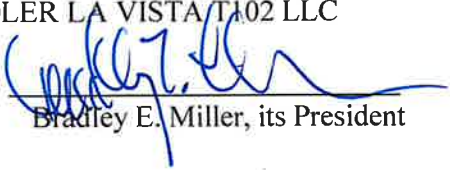
Notary Stamp Below




Notary Signature
My Commission Expires: 07/30

ADLER LA VISTA T102 LLC

By:


Bradley E. Miller, its President

STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on July 17, 2026, by Bradley E. Miller on behalf of Adler La Vista T102 LLC, an Idaho limited liability company, in the following representative capacity: President.

Notary Stamp Below




Notary Signature
My Commission Expires: 10/7/30

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.

Notary Stamp Below

Notary Signature

My Commission Expires: _____

Exhibit A
City of Meridian Sewer and Water Easement
July 7, 2026

A portion of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Center 1/4 corner of said Section 15 from which the Center-West 1/16 corner of said Section 15 bears North 89°14'48" West, 1322.78 feet; thence on the north boundary line of said Northeast 1/4 of the Southwest 1/4, North 89°14'48" West, 558.48 feet; thence leaving the north boundary, South 00°45'12" West, 765.20, coincident with the east boundary line of Lots 1 and 2, Block 1, Vanguard Village Subdivision No. 1, as filed in Book 130 of Plats at Pages 21574 through 21577, records of Ada County, Idaho; thence leaving said east boundary line, North 89°14'48" West, 17.81 feet to the **POINT OF BEGINNING**;

thence continuing North 89°14'48" West, 24.70 feet to the Southeast corner of the sewer and water easement granted to the City of Meridian recorded as Instrument No. 2025-046164, records of Ada County, Idaho;

thence on the east boundary of said easement, North 00°45'12" East, 12.00 feet to the exterior boundary of the sewer and water easement granted to the City of Meridian recorded as Instrument No. 2024-046602, records of Ada County, Idaho;

thence leaving said east boundary on said exterior boundary the following two (2) courses and distances:

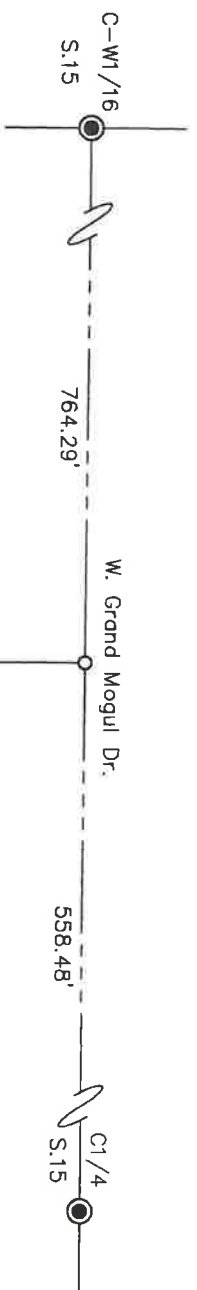
South 89°14'48" East, 24.70 feet;

South 00°45'12" West, 12.00 feet to the **POINT OF BEGINNING**.

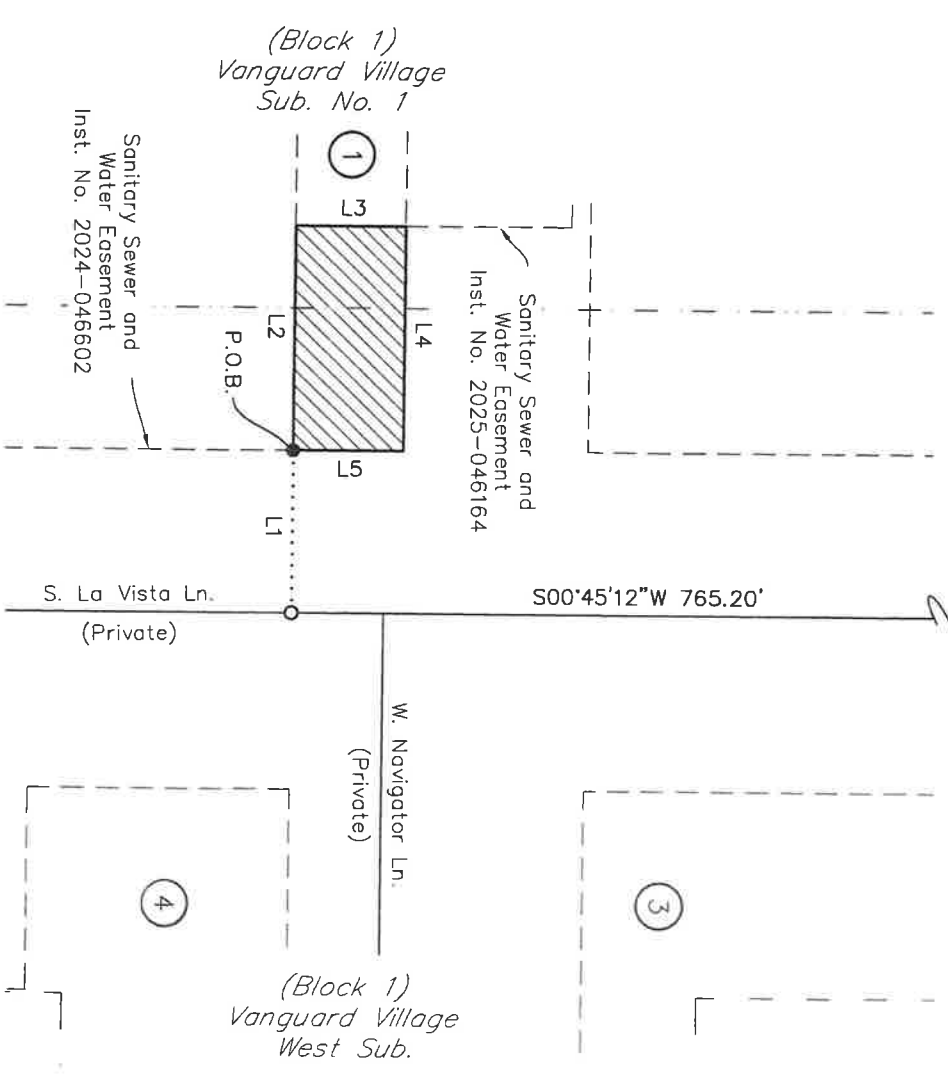
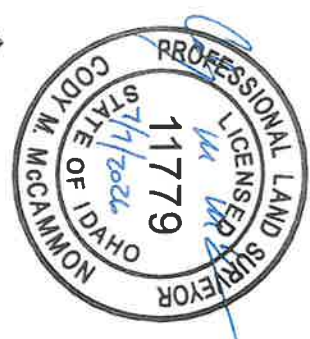
Containing 297 square feet, more or less.

End of Description.





Line Table		
Line	Bearing	Length
L1	N89°14'48"W	17.81'
L2	N89°14'48"W	24.70'
L3	N00°45'12"E	12.00'
L4	S89°14'48"E	24.70'
L5	S00°45'12"W	12.00'



IDAHO SURVEY GROUP, LLC

9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit B

City of Meridian Sewer and Water Easement

A portion of the NE1/4 of the SW1/4 of Section 15, T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No. 23-258
Sheet No. 1 of 1
Dwg. Date 6/20/2026