Project Name (Subdivision): Adler Industrial Site 32

Water Main Easement Number: 1 Identify this Easement by sequential number if Project contains more than one Water Main easement. (See Instructions for additional information).

WATER MAIN EASEMENT

THIS Easement Agreement, made this _____ day of _____, 20____ between Adler AB Owner XIII, 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-ofway 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, Manager

STATE OF IDAHO)) ss County of Ada)

> This record was acknowledged before me on 12/16/21 (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 XIII, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)



Vuna K. McEnter Notary Signature My Commission Expires: 8/4/2027

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:

EXHIBIT A

ADLER INDUSTRIAL MERIDIAN BUSINESS CENTER SITE 32 WATER MAIN - EASEMENT NUMBER 1 SITUATED IN THE SW 1/4 OF THE SW 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 the 6.12 acre parcel and the 2.82 acre parcel as shown on Record Of Survey Instrument Number 2020-071513 and described in Quitclaim Deed Instrument Number 2020-152713, said easement also being situated in Lot 2, Block 1 as shown on the plat of Seyam Subdivision, a recorded subdivision on file in Book 108 of Plats at Pages 15074 through 15076, records of Ada County, Idaho, and further described as situated in the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 3 North, Range 1 East, Boise Meridian, City Of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at the northwesterly corner of said Lot 2, Block 1 of Seyam Subdivision from which the northwesterly corner of said 2.82 acre parcel bears South 10°39'56" West 55.10 feet;

thence along the westerly right-of-way of North Touchmark Way South 10°39'56" West 20.30 feet to the POINT OF BEGINNING;

thence leaving said westerly right-of-way South 79°20'04" East 29.00 feet;

thence South 10°39'56" West 18.00 feet;

thence South 0°35'58" West 105.00 feet;

thence North 89°24'02" West 12.00 feet to the POINT OF TERMINUS, comprising 3280 square feet, more or less.

EXHIBIT B MAP TO ACCOMPANY LEGAL DESCRIPTION ADLER INDUSTRIAL MERIDIAN BUSINESS CENTER SITE 32 WATER MAIN - EASEMENT NUMBER 1 SITUATED IN SEYAM SUBDIVISION IN THE SW 1/4 OF THE SW 1/4 OF SECTION 9 TSN R1E BM CITY OF MERIDIAN, ADA COUNTY, IDAHO LOT 1 BLOCK 1 SEYAM SUBDIVISION NOT TO SCALE			
2.82 ACRE PARCEL			
MA X			
N. TOUCH I REAL TO THE REAL TH			
E. FRANKLIN ROAD			
EASEMENT CENTERLINE	LINE TABLE		
ZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZ	LINE	LENGTH	BEARING
PLATTED LOT LINE	L1	29.00'	S 79'20'04" E
PARCEL LINE	L2	18.00'	S 10 [.] 39'56" W
RECORD OF SURVEY INST. NO. 2020-071513 AND QUITCLAIM DEED INST. NO. 2020-152713	L3	105.00'	S 0°35'58" W
STREET CENTERLINE	L4	12.00'	N 89°24'02" W
EXISTING EASEMENT			
PAGE 1 OF 1		5	38 EASEMENT EXHIBITS.DWG