### Project Name (Subdivision): Adler Industrial Site 32

Sanitary Sewer Easement Number: 3 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 Adler AB Owner XIII,LLC ("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.

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.

10

GRANTOR:

) ss

)

Michael S. Adler, Manager

STATE OF IDAHO)

County of Ada

This record was acknowledged before me on 2/16/21 (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)



Notary Signature My Commission Expires: 8/4/2027

#### **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:\_\_\_\_\_

# EXHIBIT A

#### ADLER INDUSTRIAL MERIDIAN BUSINESS CENTER SITE 32 SANITARY SEWER - EASEMENT NUMBER 3 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 2.80 acre parcel and the 6.12 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 1, Block 1 as shown on the plat 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 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 northeasterly corner of said Lot 1, Block 1 of Seyam East Subdivision from which the southeasterly corner of said Lot 1, Block 1 of Seyam East Subdivision bears South 1°31'51" West 279.27 feet;

thence along the westerly right-of-way of North Truckee Avenue South 1°31'51" West 19.40 feet to the POINT OF BEGINNING;

thence leaving said westerly right-of-way North 88°28'09" West 71.00 feet to the POINT OF TERMINUS, comprising 1420 square feet, more or less.



