

Project Name or Subdivision Name:

BUILDINGS T101 + T102

Water Main Easement Number: 01

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 ESMT-2025-0084
Record Number: _____

WATER MAIN 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 non-exclusive water main easement 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 a non-exclusive easement for the operation and maintenance of underground 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 underground water mains and their allied underground 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 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. Grantor is expressly allowed to place parking areas, drive aisles, curbs, gutters, and sidewalks, and landscaping irrigation lines and sprinkler heads in the easement area.

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 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

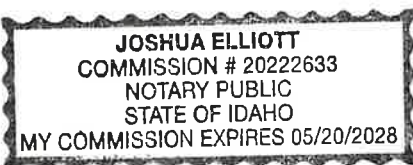
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 7/10/25 (date) by Bradley E. Miller on behalf of Adler La Vista T101 LLC, an Idaho limited liability company, in the following representative capacity: President.

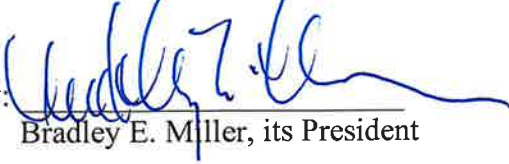
Notary Stamp Below



Notary Signature
My Commission Expires: 5/20/2028

GRANTOR (continued):

ADLER LA VISTA T102 LLC

By: 
Bradley E. Miller, its President

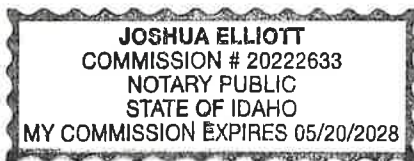
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 7/10/2025 (date) 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: 5/20/2028

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: _____

Project No: 250258
Date: July 9, 2025
Page 1 of 4

EXHIBIT "A"
PERMANENT WATER MAIN EASEMENT

A portion of the NE1/4 of the SW1/4 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 west one sixteenth corner of said Section 15 from which the center one-quarter corner of said Section 15 bears S.89°14'48"E., 1322.78 feet; thence, along the west boundary of said NE1/4 of the SW1/4,

A. S.00°39'32"W., 76.47 feet to the **POINT OF BEGINNING**, thence,

1. S.89°14'48"E., 15.61 feet; thence,
2. N.45°45'12"E., 20.11 feet; thence,
3. S.88°15'35"E., 20.00 feet; thence,
4. S.02°17'37"W., 8.16 feet; thence,
5. S.45°45'12"W., 9.30 feet; thence,
6. S.00°45'12"W., 19.14 feet; thence,
7. N.89°14'48"W., 10.00 feet; thence,
8. S.00°45'12"W., 37.99 feet; thence,
9. S.21°44'48"E., 83.05 feet; thence,
10. S.00°45'12"W., 27.28 feet; thence,
11. S.89°14'48"E., 10.00 feet; thence,
12. S.00°45'12"W., 20.00 feet; thence,
13. N.89°14'48"W., 10.00 feet; thence,
14. S.00°45'12"W., 111.00 feet; thence,
15. S.89°14'48"E., 7.94 feet; thence,
16. S.00°45'12"W., 20.00 feet; thence,
17. N.89°14'48"W., 7.94 feet; thence,

18. S.00°45'12"W., 10.00 feet; thence,
19. S.89°14'48"E., 287.13 feet; thence,
20. N.45°45'12"E., 12.99 feet; thence,
21. N.00°45'12"E., 26.81 feet; thence,
22. S.89°14'48"E., 30.81 feet; thence,
23. S.00°45'12"W., 24.29 feet; thence,
24. S.45°45'12"W., 44.85 feet; thence,
25. N.89°14'48"W., 295.41 feet; thence,
26. S.00°45'12"W., 313.57 feet; thence,
27. S.89°14'48"E., 315.29 feet; thence,
28. N.00°45'22"E., 49.58 feet; thence,
29. S.89°14'48"E., 33.73 feet; thence,
30. S.00°45'31"W., 25.01 feet; thence,
31. N.89°14'48"W., 13.73 feet; thence,
32. S.00°45'12"W., 26.73 feet; thence,
33. S.89°14'48"E., 19.06 feet; thence,
34. S.00°45'12"W., 89.69 feet; thence,
35. N.89°14'48"W., 38.73 feet; thence,
36. N.00°45'12"E., 25.00 feet; thence,
37. S.89°14'48"E., 18.73 feet; thence,
38. N.00°45'12"E., 46.85 feet; thence,
39. N.89°14'48"W., 334.35 feet; thence,
40. S.00°45'12"W., 257.52 feet; thence,
41. S.44°14'48"E., 14.95 feet; thence,

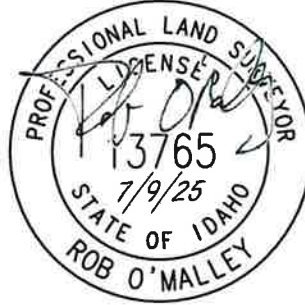
42. S.66°44'48"E., 82.78 feet; thence,
43. S.89°14'48"E., 130.90 feet; thence,
44. S.66°44'48"E., 21.11 feet; thence,
45. S.89°14'48"E., 399.18 feet; thence,
46. N.45°45'12"E., 2.94 feet; thence,
47. S.89°14'48"E., 28.28 feet; thence,
48. S.45°45'12"W., 31.22 feet; thence,
49. N.89°14'48"W., 411.44 feet; thence,
50. N.66°44'48"W., 21.11 feet; thence,
51. N.89°14'48"W., 130.90 feet; thence,
52. N.66°44'48"W., 90.74 feet; thence,
53. N.44°14'48"W., 27.21 feet; thence,
54. N.00°45'12"E., 265.81 feet; thence,
55. N.89°14'48"W., 43.70 feet to said west boundary of said NE1/4 of the SW1/4; thence, along said west boundary,
56. N.00°39'32"E., 20.00 feet; thence,
57. S.89°14'48"E., 21.55 feet; thence,
58. N.00°45'12"E., 11.57 feet; thence,
59. S.89°14'48"E., 22.18 feet; thence,
60. N.00°45'12"E., 506.30 feet; thence,
61. N.21°44'48"W., 41.84 feet; thence,
62. S.68°15'12"W., 11.93 feet; thence,
63. N.21°44'48"W., 20.00 feet; thence,
64. N.68°15'12"E., 11.93 feet; thence,
65. N.21°44'48"W., 21.21 feet; thence,

66. N.00°45'12"E., 41.97 feet; thence,

67. N.89°14'48"W., 13.00 feet to said west boundary of said NE1/4 of the SW1/4; thence, along said west boundary,

68. N.00°39'32"E., 20.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 1.21 Acres.

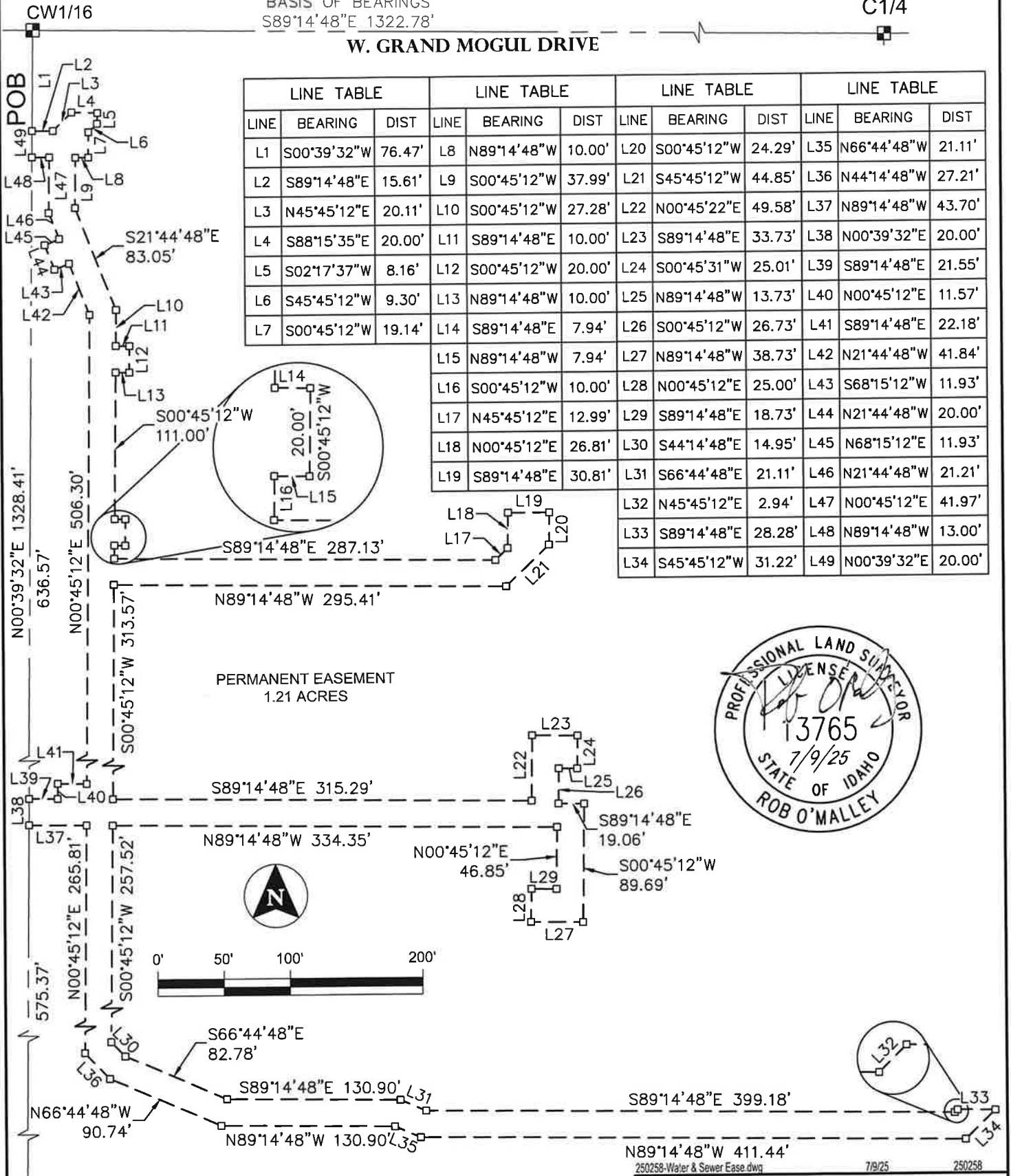


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BASIS OF BEARINGS
S89°14'48"E 1322.78'

C1/4

W. GRAND MOGUL DRIVE



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	DIST	LINE	BEARING	DIST	LINE	BEARING	DIST	LINE	BEARING	DIST
L1	S00°39'32"W	76.47'	L8	N89°14'48"W	10.00'	L20	S00°45'12"W	24.29'	L35	N66°44'48"W	21.11'
L2	S89°14'48"E	15.61'	L9	S00°45'12"W	37.99'	L21	S45°45'12"W	44.85'	L36	N44°14'48"W	27.21'
L3	N45°45'12"E	20.11'	L10	S00°45'12"W	27.28'	L22	N00°45'22"E	49.58'	L37	N89°14'48"W	43.70'
L4	S88°15'35"E	20.00'	L11	S89°14'48"E	10.00'	L23	S89°14'48"E	33.73'	L38	N00°39'32"E	20.00'
L5	S02°17'37"W	8.16'	L12	S00°45'12"W	20.00'	L24	S00°45'31"W	25.01'	L39	S89°14'48"E	21.55'
L6	S45°45'12"W	9.30'	L13	N89°14'48"W	10.00'	L25	N89°14'48"W	13.73'	L40	N00°45'12"E	11.57'
L7	S00°45'12"W	19.14'	L14	S89°14'48"E	7.94'	L26	S00°45'12"W	26.73'	L41	S89°14'48"E	22.18'
			L15	N89°14'48"W	7.94'	L27	N89°14'48"W	38.73'	L42	N21°44'48"W	41.84'
			L16	S00°45'12"W	10.00'	L28	N00°45'12"E	25.00'	L43	S68°15'12"W	11.93'
			L17	N45°45'12"E	12.99'	L29	S89°14'48"E	18.73'	L44	N21°44'48"W	20.00'
			L18	N00°45'12"E	26.81'	L30	S44°14'48"E	14.95'	L45	N68°15'12"E	11.93'
			L19	S89°14'48"E	30.81'	L31	S66°44'48"E	21.11'	L46	N21°44'48"W	21.21'
						L32	N45°45'12"E	2.94'	L47	N00°45'12"E	41.97'
						L33	S89°14'48"E	28.28'	L48	N89°14'48"W	13.00'
						L34	S45°45'12"W	31.22'	L49	N00°39'32"E	20.00'

PERMANENT EASEMENT
1.21 ACRES

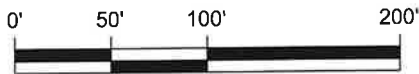
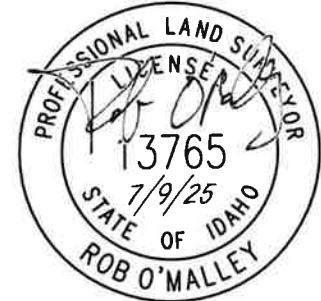


EXHIBIT "B"
PERMANENT WATER MAIN EASEMENT

LOCATED IN A PORTION OF THE NE 1/4 OF THE SW1/4 OF SECTION 15,
TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN,
CITY OF MERIDIAN, ADA COUNTY, IDAHO
2025



332 N. BROADMORE WAY
NAMPA, IDAHO 83687
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