

Project Name or Subdivision Name:

Adler Building 514 - Benchmark

Water Main Easement Number: _____

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-2025-0098**
Record Number: _____

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between Adler Benchmark LLC, an Idaho limited liability company, ("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.

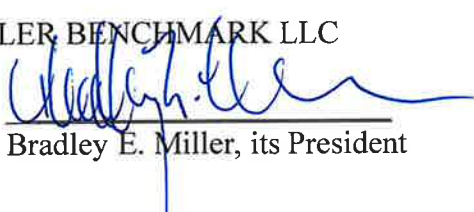
THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof 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 BENCHMARK LLC

By: 
Bradley E. Miller, its President

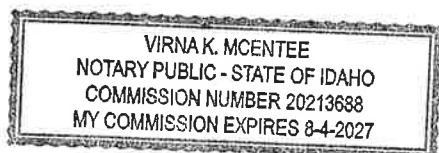
STATE OF IDAHO)


) ss

County of Ada)

This record was acknowledged before me on July 16, 2025 (date) by Bradley E. Miller on behalf of Adler Benchmark LLC, an Idaho limited liability company, in the following representative capacity: President.

Notary Stamp Below




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.

Notary Stamp Below

Notary Signature

My Commission Expires: _____

EXHIBIT A
WATER LINE EASEMENT
A PORTION OF LOT 2, BLOCK 2
CHEWIE SUBDIVISION
SITUATED THE SE ¼ OF SECTION 11
T. 3 N., R. 1 W., B.M.,
CITY OF MERIDIAN, ADA COUNTY, IDAHO

An easement being a portion of Lot 2, Block 2, of Chewie Subdivision, a recorded subdivision on file in Book 122, at Pages 19282 through 19286, records of Ada County, Idaho, situated in the Southeast ¼ of Section 11, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Idaho, and being 10.00 feet each side of the following described centerline:

Commencing at the northeast corner of said Lot 2;

thence along the northerly boundary of said Lot 2 North 89°09'12" West 90.00 feet;

thence leaving said northerly boundary of Lot 2 South 0°50'48" West 30.00 feet to the southerly boundary of that Sanitary Sewer And Water Line Easement recorded as Instrument Number 2021-173037, records of Ada County, Idaho, and the POINT OF BEGINNING;

thence continuing South 0°50'48" West 11.00 feet;

thence South 89°09'12" East 12.00 feet

thence South 0°50'48" West 20.00 feet;

thence North 89°09'12" West 37.00 feet;

thence North 0°50'48" East 31.00 feet to said southerly boundary of that Sanitary Sewer And Water Line Easement recorded as Instrument Number 2021-173037, records of Ada County, Idaho;

thence along said southerly boundary of that Sanitary Sewer And Water Line Easement recorded as Instrument Number 2021-173037, records of Ada County, Idaho, South 89°09'12" East 25.00 feet to the POINT OF BEGINNING, comprising 1015 square feet, more or less.

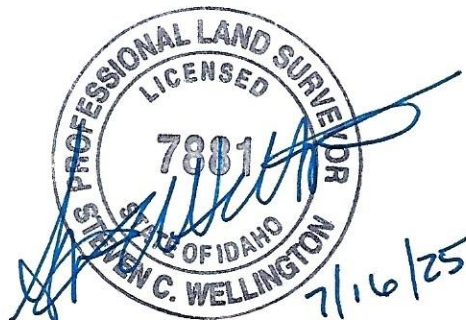
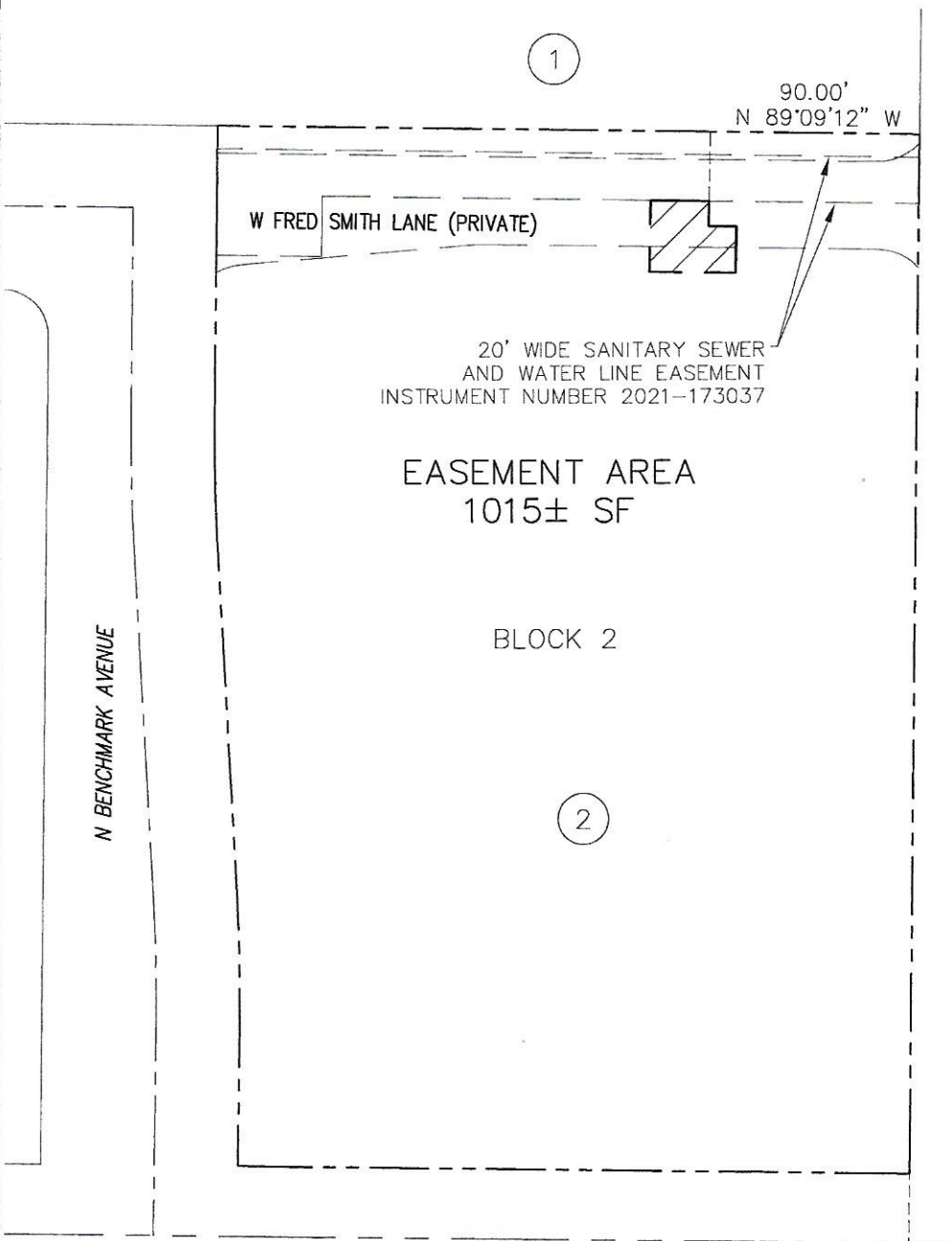


EXHIBIT B

WATER LINE EASEMENT
A PORTION OF LOT 2 BLOCK 2 CHEWIE SUBDIVISION
SITUATED IN THE SE 1/4 OF SECTION 11
T3N R1W BM
CITY OF MERIDIAN, ADA COUNTY, IDAHO

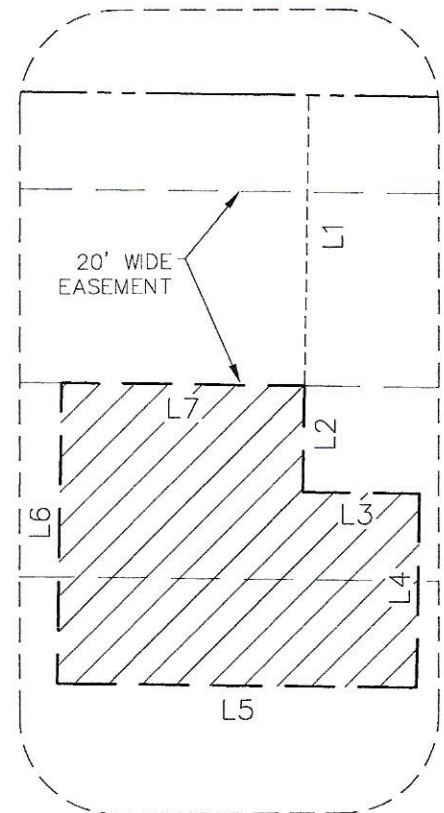


NOT TO SCALE



DETAIL

NOT TO SCALE



LINE TABLE

LINE	LENGTH	BEARING
L1	30.00'	S 0°50'48" W
L2	11.00'	S 0°50'48" W
L3	12.00'	S 89°09'12" E
L4	20.00'	S 0°50'48" W
L5	37.00'	N 89°09'12" W
L6	31.00'	N 0°50'48" E
L7	25.00'	S 89°09'12" E

