

Project Name or Subdivision Name:

Horse Meadows Subdivision No. 3

Sanitary Sewer 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
Record Number: ESMT-2026-0083

SANITARY SEWER EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between
KB HOME IDAHO, a Delaware limited liability company ("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 right-of-way 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:

KB Home Idaho LLC
a Delaware limited liability company

Wendy Shriet
Wendy Shriet, Director of Forward Planning
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 4/13/2026 (date) by Wendy Shriet
(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 KB Home Idaho LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: Director (type of authority such as officer or trustee)

Notary Stamp Below



Sun
Notary Signature
My Commission Expires: 7/15/31
A Delaware Limited Liability Company

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

Legal Description

City of Meridian Sewer Easement - Horse Meadows Subdivision No. 3

An easement being located in the NW ¼ of the SW ¼ of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the northwest corner of said NW ¼ of the SW ¼, from which a 5/8 inch diameter rebar monument marking the northeast corner of said NW ¼ of the SW ¼ bears S 89°11'08" E a distance of 1318.75 feet;

Thence along the northerly boundary of said NW ¼ of the SW ¼ S 89°11'08" E a distance of 525.09 feet to a 5/8 inch rebar with plastic cap #8251 being the northeast corner of Horse Meadows Subdivision No. 1 as shown in Book 129 of Plats on Pages 21213 through 21216, records of Ada County, Idaho;

Thence leaving said northerly boundary S 31°58'46" E a distance of 174.55 feet to the **POINT OF BEGINNING**;

Thence a distance of 37.14 feet along the arc of a 57.00 foot radius curve left, said curve having a central angle of 37°20'12" and a long chord bearing S 44°37'15" E a distance of 36.49 feet to a point;

Thence S 0°37'21" W a distance of 5.81 feet to a point;

Thence N 89°22'39" W a distance of 110.50 feet to a point;

Thence N 0°37'21" E a distance of 31.50 feet to a point;

Thence S 89°22'39" E a distance of 84.59 feet to the **POINT OF BEGINNING**.

Said easement contains 3,075 square feet and is subject to any other easements existing or in use.

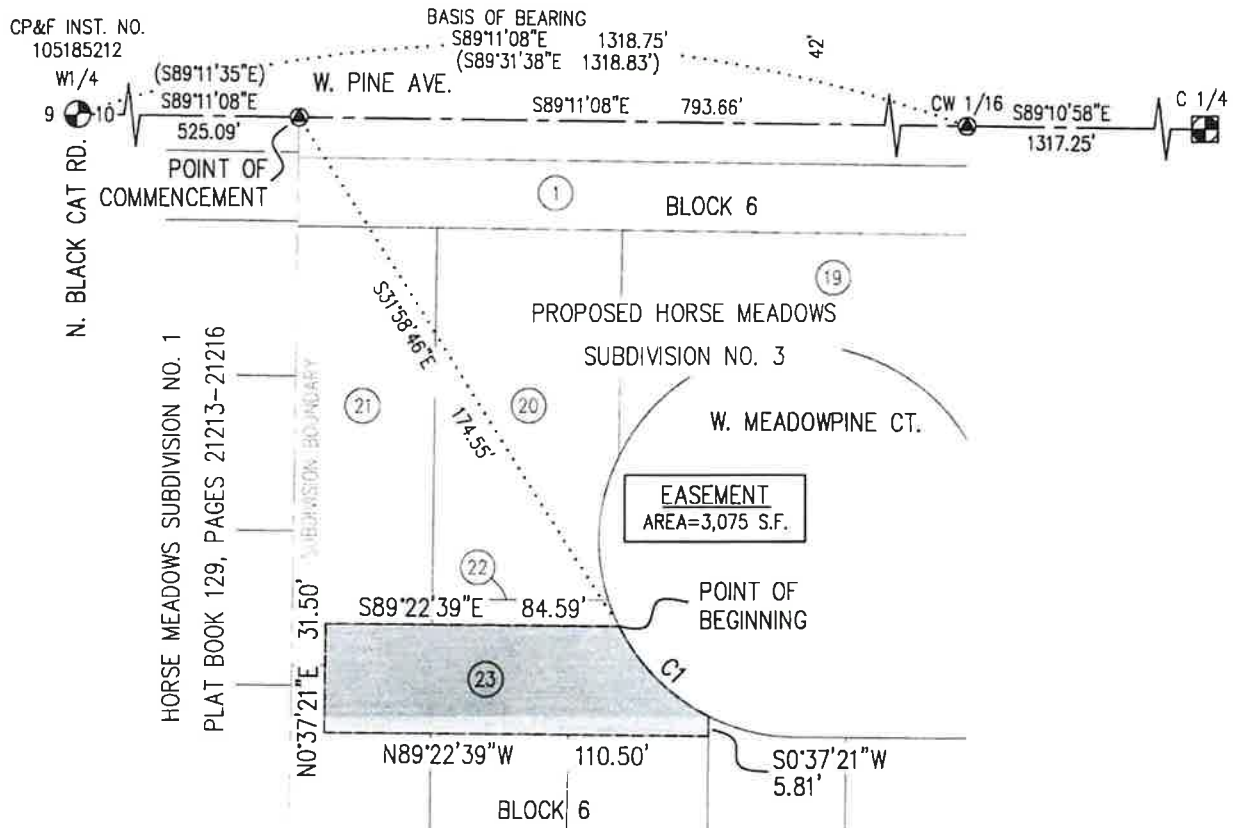
Clinton W. Hansen, PLS
Land Solutions, PC
April 2, 2026



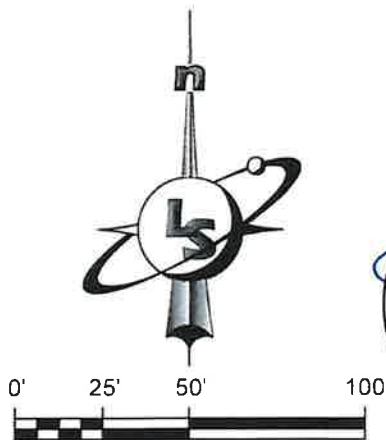
Exhibit B

CITY OF MERIDIAN SEWER EASEMENT HORSE MEADOWS SUBDIVISION NO. 3

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 10, T3N, R1W, BM, CITY OF MERIDIAN,
ADA COUNTY, IDAHO



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	37.14'	57.00'	37°20'12"	S44°37'15"E	36.49'



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JOB NO. 24-07