

Project Name or Subdivision Name:

Horse Meadows No. 2

Sanitary Sewer & 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

Record Number: _____

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between
KB Home Idaho LLC _____ ("Grantor") and the City of Meridian, an Idaho
Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-of- way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water 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 and 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 sanitary sewer and 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.

T O HAVE AND T O 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.

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
Horse Meadow Subdivision No. 2
April 6, 2025

A portion of the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 3 North, Range 1 West, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 9 and 10, T.3N., R.1W., B.M., from which the Section corner common to Sections 9, 10, 15 and 16, T.3N., R.1W., B.M., bears South 0°38'55" West, 2653.02 feet; thence on the north boundary line of the Northwest 1/4 of the Southwest 1/4 of said Section 10 coincident with the north boundary line of Horse Meadows Subdivision as filed in Book 129 of Plats at Pages 21213 through 21216, records of Ada County, Idaho, South 89°11'35" East, 525.09 feet; thence leaving said north boundary line on the east boundary line of said Horse Meadow Subdivision, South 00°38'55" West, 395.52 feet; thence leaving said east boundary line, 37.26 feet on the arc of a non-tangent curve to the left having a radius of 476.50 feet, a central angle of 04°28'49", and a long chord which bears North 88°46'33" East, 37.25 feet; thence North 86°32'08" East, 218.23 feet to the **POINT OF BEGINNING**;

thence continuing North 86°32'08" East, 24.01 feet;

thence South 05°15'31" East, 43.68 feet;

thence North 89°21'54" West, 24.13 feet;

thence North 05°15'31" West, 41.95 feet to the **POINT OF BEGINNING**.

Containing 1,028 square feet or 0.024 acres, more or less.

End of Description.

