Project Name or Subdivision Name:

Horse Meadows No. 2

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. 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-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.

GRANTOR: KB Home Idaho LLC

) ss

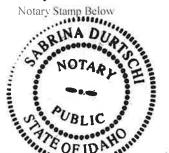
)

Stan Katanic, Division President

STATE OF IDAHO)

County of Ada

This acknowledged before 4-7-25 (date) by record was me on Stan Katanic (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: Division President (type of authority such as officer or trustee)



Notary Signature My Commission Expires: <u>4-27-30</u>

Sanitary Sewer and Wotor Main 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.

