

Project Name (Subdivision):

Graycliff Subdivision No. 4

Easement A and B ESMT-2023-0174

TEMPORARY CONSTRUCTION EASEMENT

THIS Agreement, made this 6th day of Feb., 20 24 between KB Home Idaho LLC
("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, Grantor has provided a water main and/or sanitary sewer pipeline right-of-way easement across the premises and property adjacent to the Temporary Construction Easement hereinafter described; and

WHEREAS, the utility infrastructure is to be provided for through an underground pipeline to be constructed by others; and

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 temporary easement right-of-way over and across the following described property:

(SEE ATTACHED EXHIBIT A and B)

This Temporary Construction Easement is for the purpose of construction of a water main and/or sanitary sewer line and related incidental work and storage of materials related to the construction process.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, its contractors, agents, successors and assigns. This easement shall terminate and expire 30 days after the installation and acceptance of said underground utility infrastructure by the Grantee.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after installing and accepting said sanitary sewer and/or water main infrastructure, 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.

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-6-2-24

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.

(stamp)

Notary Signature

My Commission Expires: _____

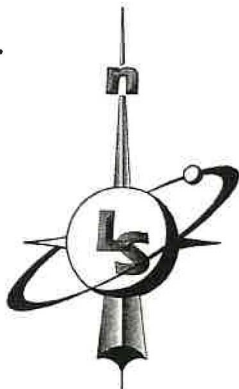
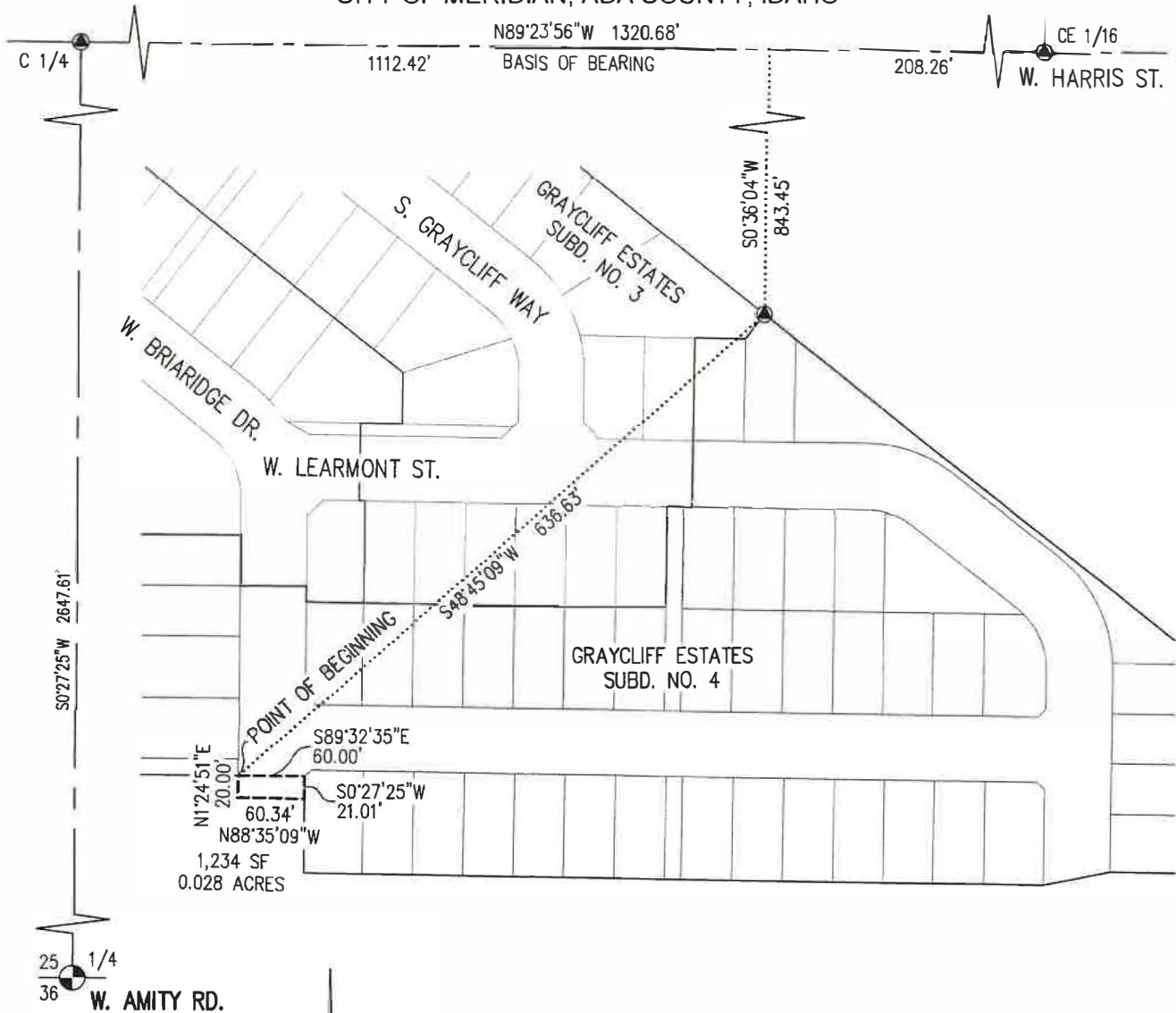
Exhibit A

CITY OF MERIDIAN TEMPORARY UTILITY EASEMENT "A"

GRAYCLIFF ESTATES SUBDIVISION NO. 4

LOCATED IN THE SE 1/4 OF SECTION 25, T.3N., R.1W., B.M.

CITY OF MERIDIAN, ADA COUNTY, IDAHO



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST. STE A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 21-29

Exhibit B

Legal Description City of Meridian Temporary Utility Easement "A" Graycliff Estates Subdivision No. 4

An easement located in the SE ¼ of Section 25, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northeast corner of the NW ¼ of the SE ¼ (CE 1/16 Corner) of said Section 25, from which a 5/8 inch diameter iron pin marking the northwest corner of the SE ¼ (Center ¼ Corner) of said Section 25 bears N 89°23'56" W a distance of 1320.68 feet;

Thence along the northerly boundary of said NW ¼ of the SE ¼ N 89°23'56" W a distance of 208.26 feet to a point;

Thence leaving said boundary S 0°36'04" W a distance of 843.45 feet to a 5/8 inch diameter iron pin marking an angle point on the easterly boundary of Graycliff Estates Subdivision No. 3, as shown in Book 126 of Plats on Pages 20216 through 20218, records of Ada County, Idaho;

Thence S 48°45'09" W a distance of 636.63 feet to the **POINT OF BEGINNING**;

Thence S 89°32'35" E a distance of 60.00 feet to a point;

Thence S 0°27'25" W a distance of 21.01 feet to a point;

Thence N 88°35'09" W a distance of 60.34 feet to a point;

Thence N 1°24'51" E a distance of 20.00 feet to the **POINT OF BEGINNING**.

This easement contains 1,234 square feet (0.028 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
November 20, 2023



Project Name (Subdivision):

Graycliff Subdivision No. 4

Easement B

TEMPORARY CONSTRUCTION EASEMENT

THIS Agreement, made this 6th day of Feb, 20 24 between KB Home Idaho LLC
("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, Grantor has provided a water main and/or sanitary sewer pipeline right-of-way easement across the premises and property adjacent to the Temporary Construction Easement hereinafter described; and

WHEREAS, the utility infrastructure is to be provided for through an underground pipeline to be constructed by others; and

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 temporary easement right-of-way over and across the following described property:

(SEE ATTACHED EXHIBIT A and B)

This Temporary Construction Easement is for the purpose of construction of a water main and/or sanitary sewer line and related incidental work and storage of materials related to the construction process.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, its contractors, agents, successors and assigns. This easement shall terminate and expire 30 days after the installation and acceptance of said underground utility infrastructure by the Grantee.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after installing and accepting said sanitary sewer and/or water main infrastructure, 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.

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.

(stamp)

Notary Signature

My Commission Expires: _____

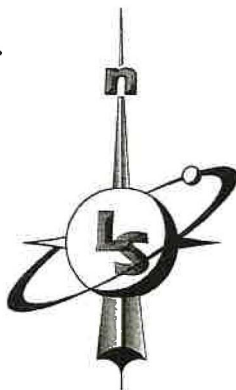
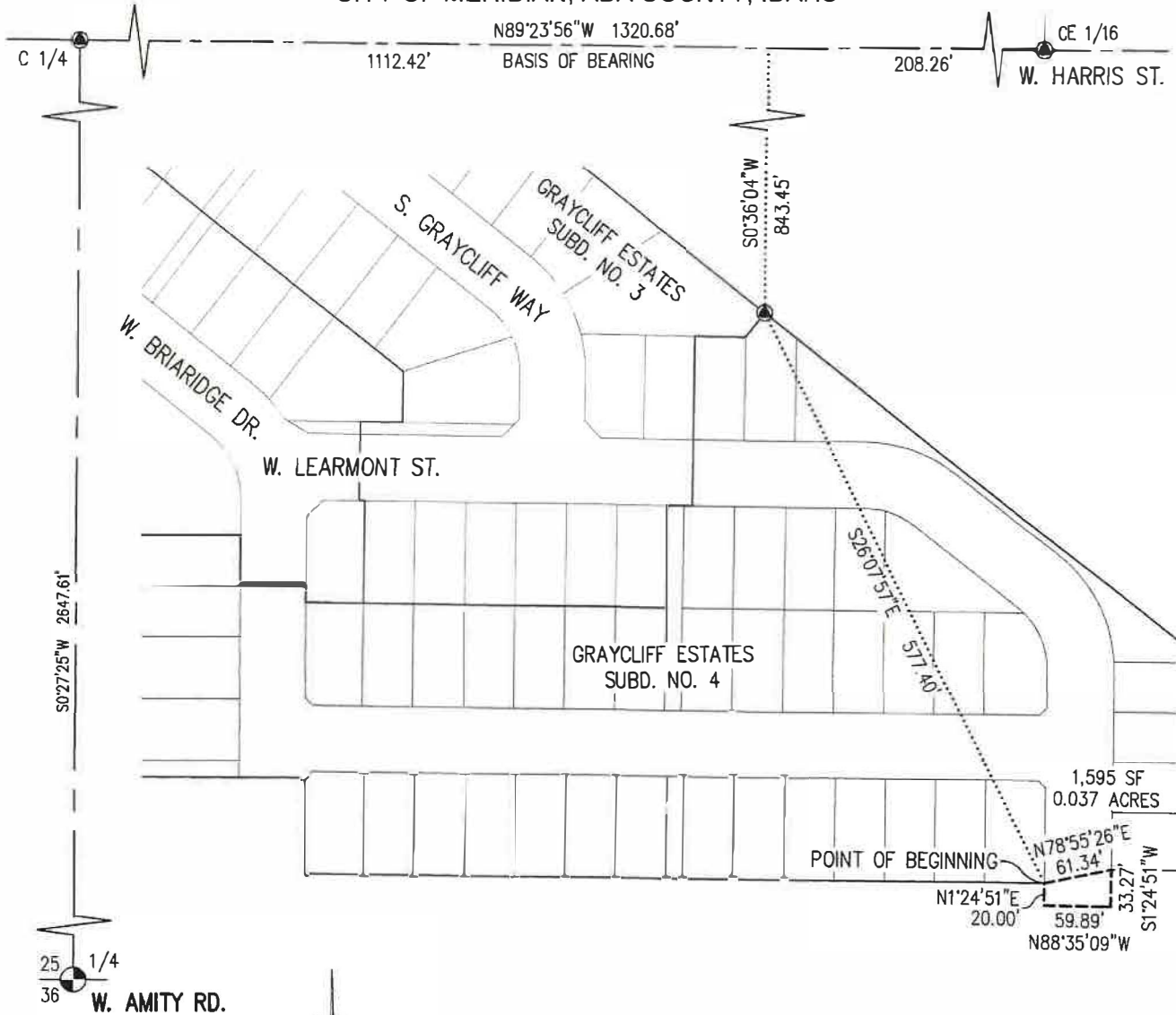
Exhibit A

CITY OF MERIDIAN TEMPORARY UTILITY EASEMENT "B"

GRAYCLIFF ESTATES SUBDIVISION NO. 4

LOCATED IN THE SE 1/4 OF SECTION 25, T.3N., R.1W., B.M.

CITY OF MERIDIAN, ADA COUNTY, IDAHO



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JOB NO. 21-29

Exhibit B

Legal Description City of Meridian Temporary Utility Easement "B" Graycliff Estates Subdivision No. 4

An easement located in the SE ¼ of Section 25, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a 5/8 inch diameter iron pin marking the northeast corner of the NW ¼ of the SE ¼ (CE 1/16 Corner) of said Section 25, from which a 5/8 inch diameter iron pin marking the northwest corner of the SE ¼ (Center ¼ Corner) of said Section 25 bears N 89°23'56" W a distance of 1320.68 feet;

Thence along the northerly boundary of said NW ¼ of the SE ¼ N 89°23'56" W a distance of 208.26 feet to a point;

Thence leaving said boundary S 0°36'04" W a distance of 843.45 feet to a 5/8 inch diameter iron pin marking an angle point on the easterly boundary of Graycliff Estates Subdivision No. 3, as shown in Book 126 of Plats on Pages 20216 through 20218, records of Ada County, Idaho;

Thence S 26°07'57" E a distance of 577.40 feet to the **POINT OF BEGINNING**;

Thence N 78°55'26" E a distance of 61.34 feet to a point;

Thence S 1°24'51" W a distance of 33.27 feet to a point;

Thence N 88°35'09" W a distance of 59.89 feet to a point;

Thence N 1°24'51" E a distance of 20.00 feet to the **POINT OF BEGINNING**.

This easement contains 1,595 square feet (0.037 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
November 20, 2023

