

Recording requested by:

City of Meridian
c/o Public Works Department
33 E. Broadway Ave., Meridian, Idaho 83642

(Space Above for Recorder's Use)

EASEMENT AGREEMENT
(City Well Overflow Pipeline)

This Easement Agreement (this “**Agreement**”) is entered into effective as of the date this Agreement is recorded in the real property records of Ada County, Idaho (the “**Effective Date**”) by and between KB Home Idaho LLC, a Delaware limited liability company (“**Grantor**”) and the City of Meridian, an Idaho municipal corporation (“**City**”), whose current mailing address is 33 E. Broadway Ave. Meridian, Idaho 83642.

Grantor owns the real property that is legally described as follows (the “**Easement Area**”):

The northern twenty (20) feet of Lot 2 in Block 7 of Graycliff Estates Subdivision No. 2, according to the official plat thereof recorded in the real property records of Ada County, Idaho as Instrument No. 2022-090872, as further legally described and graphically depicted on Exhibit A, attached hereto.

City owns the real property that is legally described as follows (the “**Benefitted Parcel**”):

Lot 1 in Block 7 of Graycliff Estates Subdivision No. 2, according to the official plat thereof recorded in the real property records of Ada County, Idaho as Instrument No. 2022-090872.

Grantor hereby grants to City a non-exclusive easement over the Easement Area for installation, operation, maintenance, repair and replacement of an underground pipeline from the Benefitted Parcel to the lands west of the Easement Area for the delivery of overflow water from the City’s municipal well located on the Benefitted Parcel. City covenants that it will restore the surface of the Easement Area after any installation, inspection, maintenance, repair and replacement of the underground pipeline, including any paving or landscaping located thereon, to as good of condition as when entered upon by City. Grantor covenants that it will not place any permanent structures, trees, or shrubs within the Easement Area which would interfere with the installation, operation, maintenance, repair and replacement of the underground pipeline.

This Agreement may not be terminated or amended except by a written instrument executed by Grantor and City, which instrument will be effective upon recordation in the real property records of Ada County, Idaho. After five (5) years after the Effective Date, if the Easement Area is not used by the City for the purposes set forth herein for a continuous period of one (1) year or more, then Grantor may request that City terminate this Agreement, the approval of which will not be unreasonably withheld, conditioned or delayed.

The right of City hereunder may be exercised by City’s employees, agents or contractors.

The Agreement is subject to all matters of record or appearing on the land.

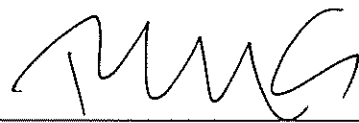
COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties to this Easement Agreement have caused it to be executed effective as of the date this Easement Agreement is recorded in the real property records of Ada County, Idaho.

Developer:

KB HOME IDAHO LLC,
a Delaware limited liability company

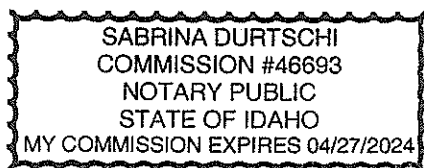
By:

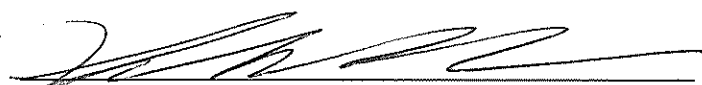


Thomas M. Coleman, Jr., President

STATE OF IDAHO)
) ss.
County of Ada)

This record was signed before me on JANUARY 25, 2023 by Thomas M. Coleman, Jr. as President of KB Home Idaho, LLC.





Notary Signature

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties to this Easement Agreement have caused it to be executed effective as of the date this Easement Agreement is recorded in the real property records of Ada County, Idaho.

City: CITY OF MERIDIAN
an Idaho municipal corporation

By: _____
Robert E. Simison, Mayor

ATTEST:

By: _____
Chris Johnson, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

This record was signed before me on _____ by Robert E. Simison as Mayor, and by Chris Johnson as City Clerk, of the City of Meridian.

Notary Signature

EXHIBIT A

LEGAL DESCRIPTION AND GRAPHIC DEPICTION OF THE EASEMENT AREA

An easement located in the South 1/2 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 an Aluminum Cap monument marking the northeast corner of the SE 1/4 (E 1/4 corner) of said Section 25, from which a Brass Cap monument marking the northeast corner of said Section 25 bears North 00°25'47" East a distance of 2642.94 feet;

Thence North 89°29'05" West along the northerly boundary of said SE 1/4 a distance of 1320.30 feet to a 5/8 inch diameter iron pin marking the southwesterly corner of Meridian Heights No. 3 Subdivision as shown in Book 62 of Plats on Pages 6274 and 6275, Records of Ada County, Idaho, also being the northeast corner of the NW 1/4 of the SE 1/4 of said Section 25;

Thence along the northerly boundary of said NW 1/4 of the SE 1/4 North 89°23'56" West a distance of 1153.22 feet to the POINT OF BEGINNING;

Thence leaving said boundary South 51°44'45" East a distance of 32.74 feet;

Thence North 89°23'56" West a distance of 193.36 feet to a point on the westerly boundary of the NW 1/4 of the SE 1/4 of said Section 25;

Thence along said westerly boundary North 00°27'25" East a distance of 20.00 feet to the Center 1/4 corner of said Section 25;

Thence along the northerly boundary of the NW 1/4 of the SE 1/4 of said Section 25 South 89°23'56" East, 167.47 feet to the POINT OF BEGINNING.

Contains 3,608 square feet, more or less.

