

Project Name or Subdivision Name:

Horse Meadows Subdivision No.2

Sanitary Sewer & Water Main Easement Number: 1

(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 **ESMT-2025-0104**

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.

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.

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.



EXHIBIT "A"
KB HOME IDAHO LLC
RESOLUTIONS ADOPTED AS OF FEBRUARY 5, 2025

Signing Authority

RESOLVED, . . . , that the following resolutions shall, effective as of the date hereof, supersede and replace any and all resolutions previously adopted with respect to the powers and authority herein granted including, but not limited to, resolutions adopted as of July 29, 2024, and any such prior authority is hereby revoked and restated in its entirety as follows:

RESOLVED FURTHER, that the following officers and/or employees of this Company be, and each hereby is, authorized to act on behalf of this Company; provided, however, that such authority shall be limited to such authority as may be provided herein below and to other ordinary course of business transactions relating to the operations of this Company as indicated herein below:

Stan Katanic	President
Aaron Hirschi	Executive Vice President [Regional General Manager]
Kevin Corbett	Vice President, Finance
Richard Byrd	Vice President, Land Acquisition
Colin Smith	Vice President, Land Acquisition
Dustin McGaughy	Vice President, Sales, Marketing and Studio
Anthony Gordon	Assistant Secretary
Brice Fowler	Senior Director, Operations
Scott Curtis	Director, Land Development
Sabrina Durtschi	Director, Forward Planning
Natasha Tucker	DUP Manager

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company and any Company Entity (which, for these purposes is (a) any limited liability company in which this Company is the sole member and (b) any partnership in which this Company is the general partner) to execute, acknowledge and deliver any and all documents deemed by such person to be necessary or appropriate in connection with the disposition and/or acquisition and development of real property by this Company or any Company Entity, including, but not limited to, land purchase and sale agreements, purchase and sale agreements related to lots and residential dwellings, amendments, assignments, escrow instructions, grant deeds, promissory notes, deeds of trust, maps, agreements, municipal bond transactions and related documents:

Stan Katanic ←
Aaron Hirschi
Kevin Corbett
Richard Byrd ←
~~Colin Smith~~

; provided that, and without limiting any of the foregoing, Anthony Gordon, Assistant Secretary, acting alone, be, and he hereby is, authorized and empowered on behalf and in the name of this Company and any Company Entity to execute, acknowledge and deliver any notices required under an effective land purchase or sale agreement, including without limitation title objection and approval notices, notices to proceed or to waive feasibility or closing conditions, notices of cancellation or termination and notices of default;