

Project Name or Subdivision Name:

HSB ACADEMY

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

Record Number: ESMT-2026-0209

WATER MAIN EASEMENT

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

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

WHEREAS, the water main 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 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 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.

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-of-way 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:



BNB IDAHO, LLC - Brian Bohner, Member

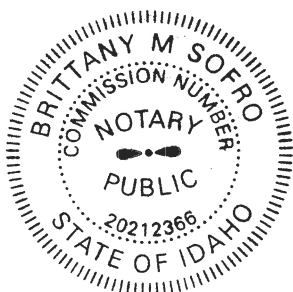
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 9/2/2020 (date) by Brian Bohner (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 BNB Idaho LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Member (type of authority such as officer or trustee)

Notary Stamp Below



Notary Signature

My Commission Expires: 5/13/2027

Robert E. Simison, Mayor

STATE OF IDAHO,)
 : ss.
County of Ada)

Notary Stamp Below

My Commission Expires:

August 27, 2026
Project No. 26-007
City of Meridian Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Water Easement situated in a portion of Lot 3, Block 1 of Southridge Subdivision Phase 1 (Book 104 of Plats, Pages 14056-14063), situated in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the Northeast corner of said Section 23, which bears S89°19'37"E a distance of 2,661.61 feet from a found aluminum cap marking the North 1/4 corner of said Section 23, thence following the northerly line of said Section 23, N89°19'37"W a distance of 508.45 feet;
Thence leaving said northerly line, S00°40'23"W a distance of 239.86 feet to westerly boundary of a parcel of land as described in Quitclaim Deed per Instrument No. 2026-027169 and being the **POINT OF BEGINNING**.

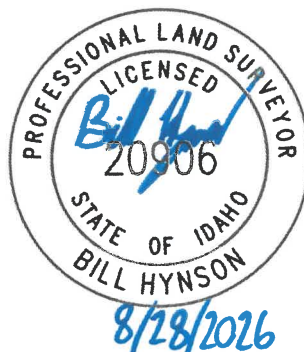
Thence S89°19'17"E a distance of 56.50 feet;
Thence N00°40'23"E a distance of 32.72 feet;
Thence S89°19'37"E a distance of 20.00 feet;
Thence S00°40'23"W a distance of 32.72 feet;
Thence S89°19'17"E a distance of 14.00 feet to the easterly boundary of said Quitclaim Deed;
Thence following said easterly boundary the following three (3) courses:
1. S00°40'23"W a distance of 10.01 feet to a found 5/8-inch rebar;
2. S89°19'37"E a distance of 40.17 feet to a found 5/8-inch rebar;
3. S00°40'23"W a distance of 9.99 feet;

Thence leaving said easterly boundary, N89°19'17"W a distance of 130.76 feet to the said westerly boundary;
Thence following said westerly boundary the following two (2) courses:
1. N21°14'42"E a distance of 0.27 feet to a found 5/8-inch rebar;
2. N00°40'23"E a distance of 19.75 feet to the **POINT OF BEGINNING**.

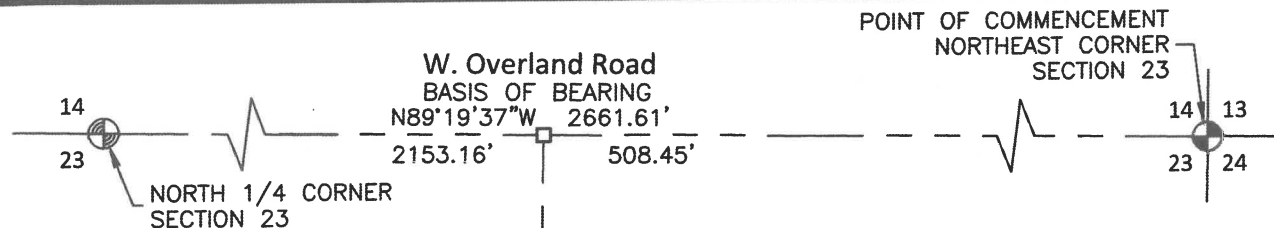
Said parcel contains 2,864 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

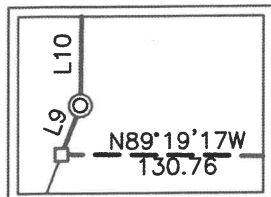
Attached hereto is **Exhibit B** and by this reference is made a part hereof.



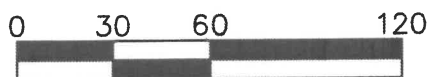
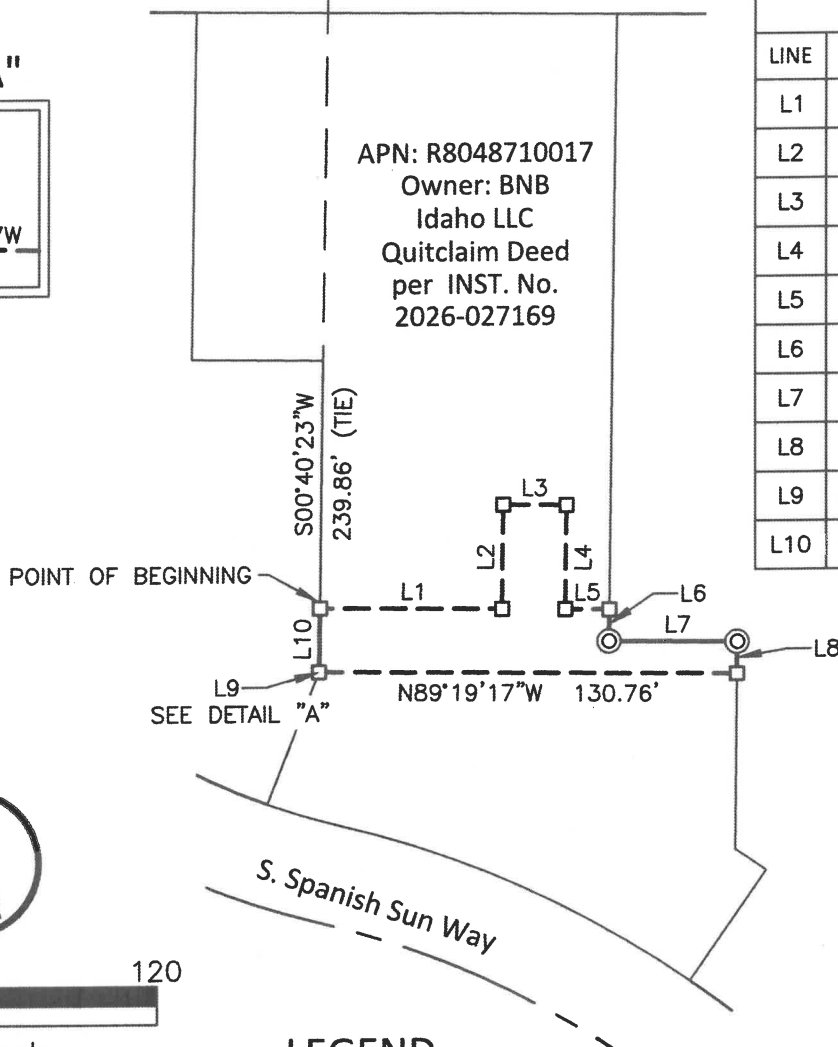
P:\26-007\SURVEY\CAD\EXHIBITS\26-007 WATER EASEMENT BNB IDAHO.DWG, 8/28/2026, DWG TO PDF.PC3, ----



DETAIL "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°19'17"E	56.50'
L2	N00°40'23"E	32.72'
L3	S89°19'37"E	20.00'
L4	S00°40'23"W	32.72'
L5	S89°19'17"E	14.00'
L6	S00°40'23"W	10.01'
L7	S89°19'37"E	40.17'
L8	S00°40'23"W	9.99'
L9	N21°14'42"E	0.27'
L10	N00°40'23"E	19.75'



Plan Scale

LEGEND

	FOUND ALUMINUM CAP
	FOUND BRASS CAP
	FOUND 5/8" REBAR
	CALCULATED POINT
	EASEMENT LINE
	SECTION LINE
	PARCEL LINE
	ROAD CENTERLINE

km

ENGINEERING

5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: August 2026

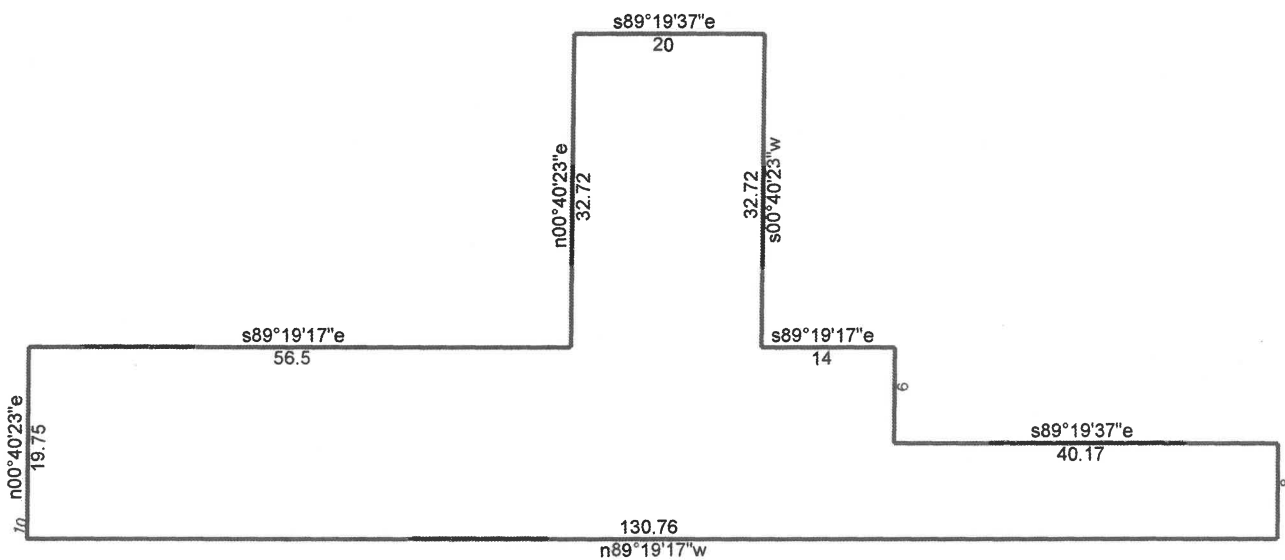
PROJECT: 26-007

SHEET:
1 OF 1

Exhibit B

City of Meridian Water Easement

A portion of Lot 3, Block 1 of Southridge Sub. Ph 1, Situated in the NE 1/4 of the NE 1/4 of Section 23, T. 3 N., R. 1 W., Boise Meridian, City of Meridian, Ada County, Idaho



8/28/2026

Scale: 1 inch= 20 feet

File:

Tract 1: 0.0658 Acres (2866 Sq. Feet), Closure: s30.0828w 0.01 ft. (1/37029), Perimeter=367 ft.

01 s89.1917e 56.5

10 n21.1442e 0.27

02 n00.4023e 32.72

11 n00.4023e 19.75

03 s89.1937e 20

04 s00.4023w 32.72

05 s89.1917e 14

06 s00.4023w 10.01

07 s89.1937e 40.17

08 s00.4023w 9.99

09 n89.1917w 130.76