

Project Name or Subdivision Name:

HSB ACADEMY

Water Main Easement Number: 3

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-2026-0211

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between
Southridge Farm 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:

Southridge Farm LLC - Timothy Eck, Member



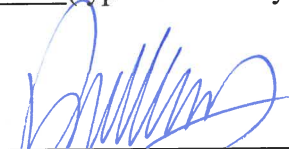
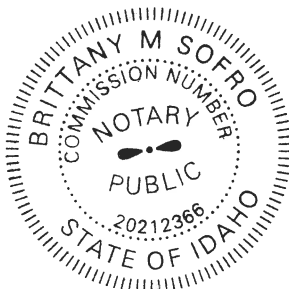
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 9/2/2020 (date) by Timothy Eck (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 Southridge Farm 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

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: _____

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 Lots 1 and 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 easterly boundary of a parcel of land as described in Quitclaim Deed per Instrument No. 2026-027168 and being the **POINT OF BEGINNING**.

Thence following said easterly boundary the following two (2) courses:

1. S00°40'23"W a distance of 19.75 feet to a found 5/8-inch rebar;
2. S21°14'42"W a distance of 0.27 feet;

Thence leaving said easterly boundary, N89°19'17"W a distance of 55.21 feet;

Thence N42°48'45"W a distance of 26.23 feet;

Thence S42°09'58"W a distance of 13.59 feet to the easterly line of an existing Public Utilities, Drainage and Irrigation Easement per said Southridge Subdivision Phase 1;

Thence following said easterly line of existing easement, 41.06 feet along the arc of a curve to the right, said curve having a radius of 209.00 feet, a delta angle of 11°15'23", a chord bearing of N42°12'20"W and a chord distance of 40.99 feet;

Thence leaving said easterly line, N47°11'15"E a distance of 19.33 feet;

Thence S42°48'45"E a distance of 5.00 feet;

Thence N47°11'15"E a distance of 13.77 feet;

Thence S42°48'45"E a distance of 52.43 feet;

Thence S89°19'17"E a distance of 20.21 feet;

Thence N00°40'23"E a distance of 13.13 feet;

Thence N89°19'37"W a distance of 9.00 feet;

Thence N00°40'23"E a distance of 20.00 feet;

Thence S89°19'37"E a distance of 24.00 feet;

Thence S00°40'23"W a distance of 33.13 feet;

Thence S89°19'17"E a distance of 11.50 feet to the **POINT OF BEGINNING**.

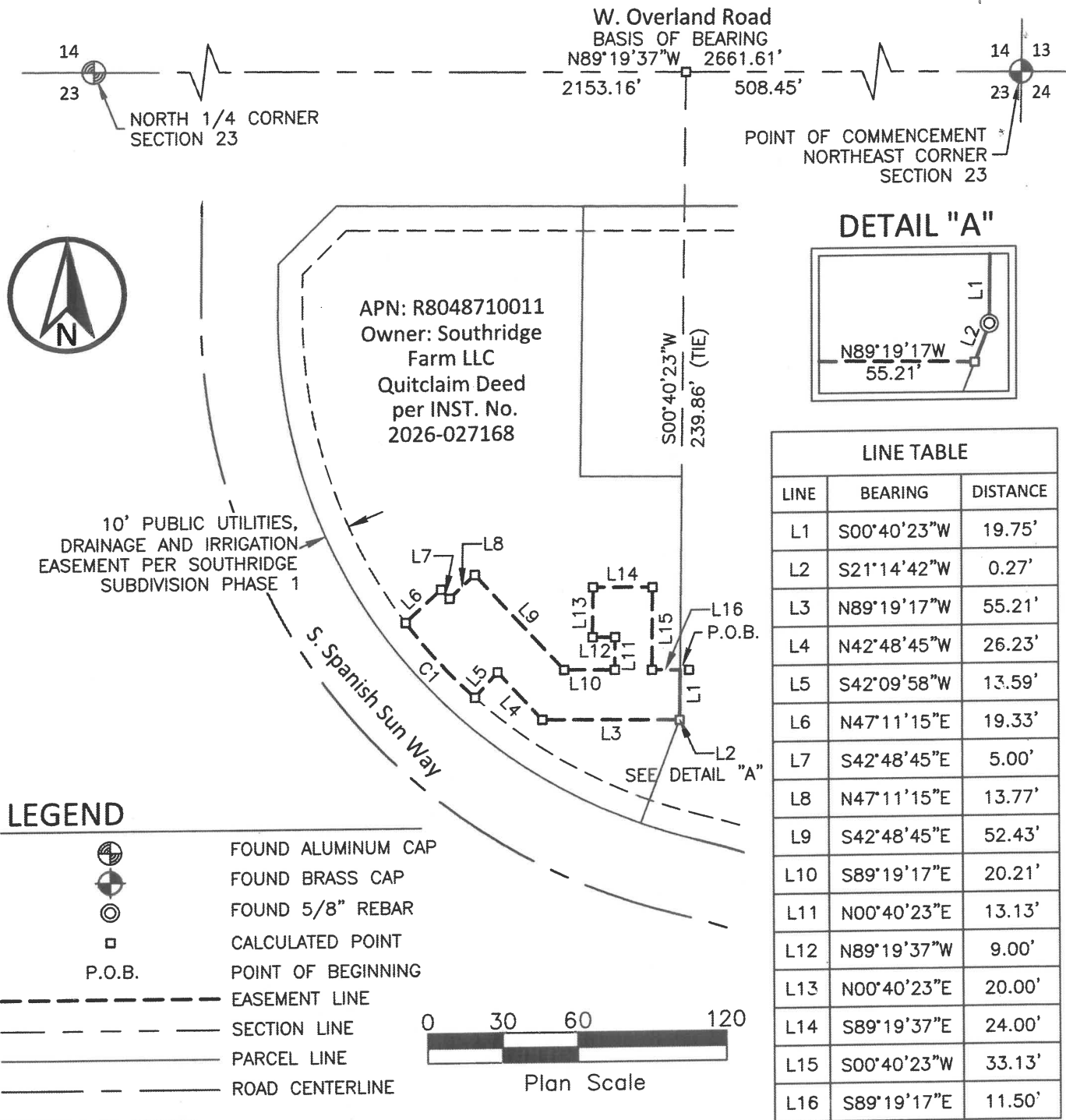
Said parcel contains 3,427 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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 SOUTHRIDGE FARM.DWG, NICHOLAI BENNETT, 8/28/2026, DWG TO PDF.PC3, -----

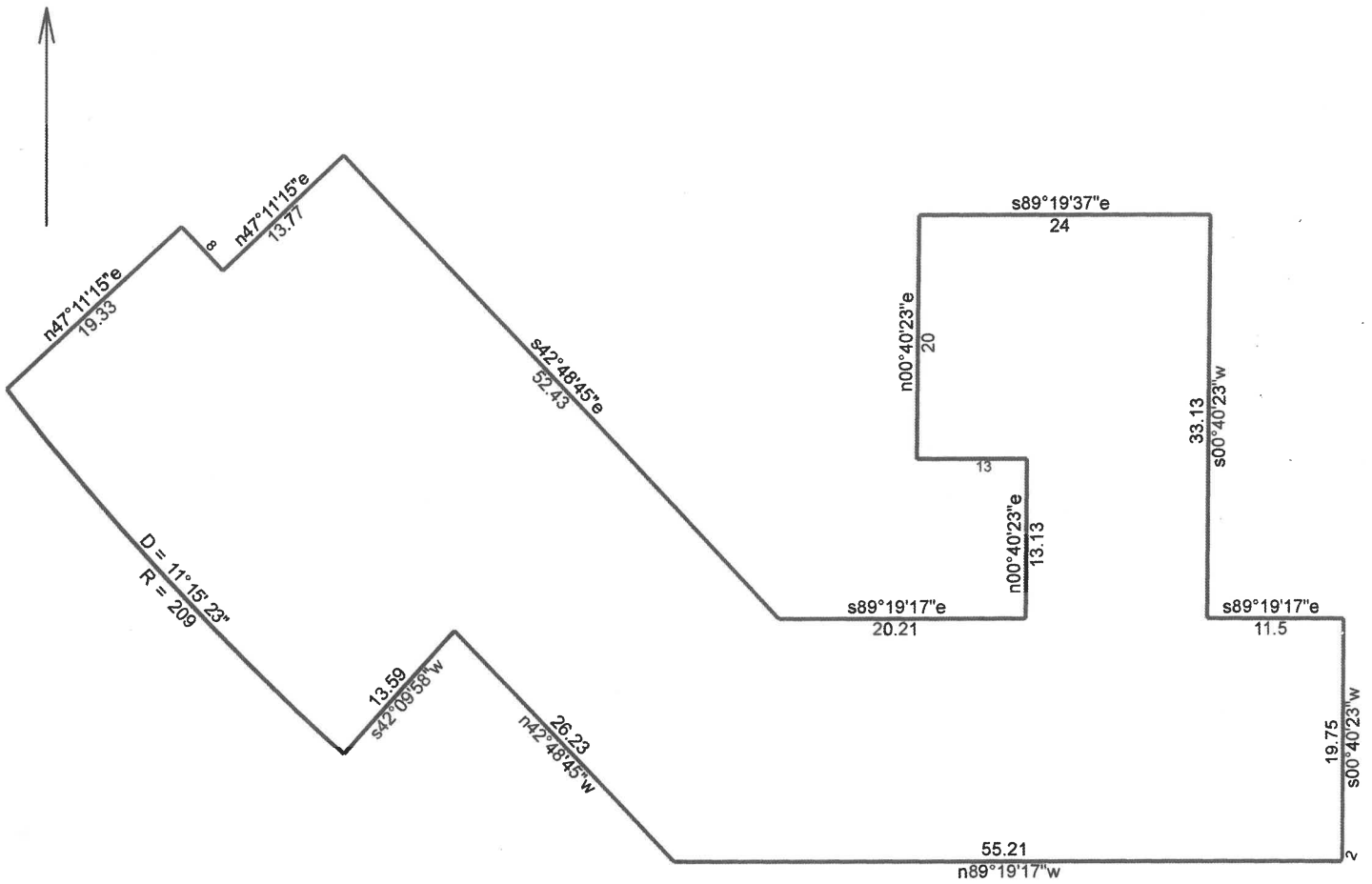


CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	209.00'	41.06'	11°15'23"	N42°12'20"W	40.99'

Exhibit B
City of Meridian Water Easement

DATE: August 2026
PROJECT: 26-007
SHEET: 1 OF 1

A portion of Lots 1 & 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



8/27/2026

Scale: 1 inch= 15 feet

File:

Tract 1: 0.0787 Acres (3428 Sq. Feet), Closure: s72.0925e 0.01 ft. (1/55016), Perimeter=378 ft.

- | | |
|--|--------------------|
| 01 s00.4023w 19.75 | 12 n00.4023e 13.13 |
| 02 s21.1442w 0.27 | 13 n89.1937w 9 |
| 03 n89.1917w 55.21 | 14 n00.4023e 20 |
| 04 n42.4845w 26.23 | 15 s89.1937e 24 |
| 05 s42.0958w 13.59 | 16 s00.4023w 33.13 |
| 06 Rt, r=209.00, delta=011.1523, chord=n42.1220w 40.99 | 17 s89.1917e 11.5 |
| 07 n47.1115e 19.33 | |
| 08 s42.4845e 5 | |
| 09 n47.1115e 13.77 | |
| 10 s42.4845e 52.43 | |
| 11 s89.1917e 20.21 | |