Project Name or Subdivision Name:				
Prescott Ridge Subdivision No. 3				
Sanitary Sewer & Water Main Easement Number: 2 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-Record Number:	0095			

## SANITARY SEWER EASEMENT

THIS Easement Agreement made this 19th day	y of August	2025	_between
Hubble Homes, LLC	("Grantor") and the	e City of Me	ridian, an Idaho
Municipal Corporation ("Grantee");	-		

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

WHEREAS, the sanitary sewer 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 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 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: Hubble Homes, LLC

Austin Edwards Authorized Agent

STATE OF IDAHO )

SS

County of Ada

This record was acknowledged before me on August 5 20 (date) by Austin Edwards (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 Hubble Homes, LLC (name of entity on behalf of whom record was executed), in the following representative capacity:

Authorized Agent (type of authority such as officer or trustee)

Notary Stamp Below

Notary Signature

My Commission Expires: 2-14-2031

PENNY SMITH NOTARY PUBLIC - STATE OF IDAHO COMMISSION NUMBER 23655 MY COMMISSION EXPIRES 2-16-2031

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor 8-19-2025	
Attest by Chris Johnson, City Clerk 8-19-20	025
STATE OF IDAHO, ) : ss. County of Ada )	
This record was acknowledged befor	e me on 8-19-2025 (date) by Robert E. Simison City of Meridian, in their capacities as Mayor and City
Notary Stamp Below	
	Notary Signature My Commission Expires:



August 5, 2025
Prescott Ridge Subdivision No. 3
Project No. 22-108
City of Meridian Sewer Easement
Legal Description

## **Exhibit A**

A parcel of land for a City of Meridian Sewer Easement being the northerly 5-feet of Lot 26, Block 2 and the southerly 15-feet of Lot 27, Block 2 of Prescott Ridge Subdivision No. 3 (Book 130 of Plats at Pages 21535-21540, records of Ada County, Idaho) and further situated in the Southeast 1/4 of the Northwest 1/4 of Section 28, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a 5/8-inch rebar marking the Southwest Corner of Lot 23, Block 2 of said Prescott Ridge Subdivision No. 3, which bears S00°52'17"W a distance of 313.81 feet from a 5/8-inch rebar marking the Northwest corner of said Lot 27, Block 2, thence following the subdivision boundary of said Prescott Ridge Subdivision No. 3, N00°52'17"E a distance of 195.00 feet to the **POINT OF BEGINNING**.

Thence following said subdivision boundary, N00°52′17″E a distance of 20.00 feet;
Thence leaving said subdivision boundary, S89°25′31″E a distance of 124.46 feet to the westerly right-of-way

of N. Arctic Point Ave.;

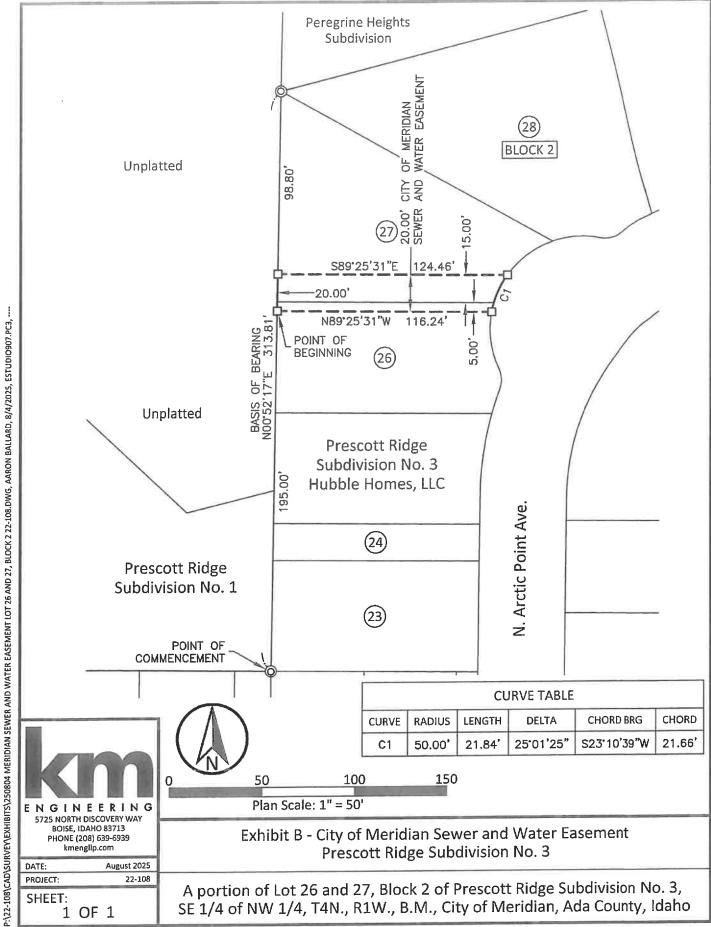
Thence following said westerly right-of-way, 21.84 feet along the arc of a curve to the left, said curve having a radius of 50.00 feet, a delta angle of 25°01′25″, a chord bearing of S23°10′39″W and a chord distance of 21.66 feet;

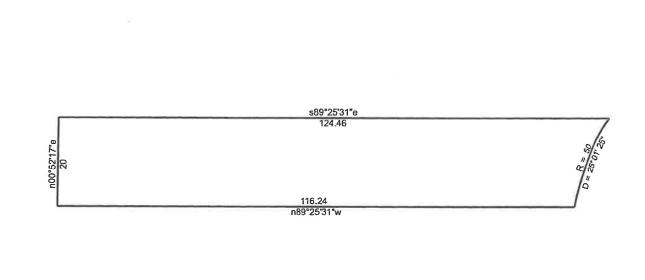
Thence leaving said westerly right-of-way, N89°25'31"W a distance of 116.24 feet to the **POINT OF BEGINNING**.

Said parcel contains 2,390 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

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







8/4/2025

Scale: 1 inch= 20 feet

File:

Tract 1: 0.0549 Acres (2390 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/99431), Perimeter=283 ft.

01 n00.5217e 20

02 s89.2531e 124.46 03 Lt, r=50.00, delta=025.0125, chord=s23.1039w 21.66 04 n89.2531w 116.24