

Project Name or Subdivision Name:

PRAIRIEFIRE SUBDIVISION

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 ESMT-2024-0055

Record Number: \_\_\_\_\_

### WATER MAIN EASEMENT

THIS Easement Agreement made this 14th day of May 2025 between Hubble Homes 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.

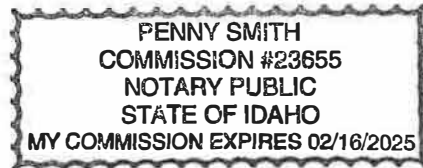
GRANTOR:Hubble Homes LLC



STATE OF IDAHO )  
  ) ss  
County of Ada   )

This record was acknowledged before me on April 3, 2024 (date) by Mitchell S Armuth  
(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: 2-16-2025

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 5-14-2024

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 5-14-2024

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

This record was acknowledged before me on 5-14-2024 (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: 3-28-2028



EXHIBIT A

**Prairiefire Subdivision  
City of Meridian Water Easement  
Boundary Description**

*Project Number 23-218      April 1, 2024*

An easement situated in the southeast quarter of the southeast quarter of Section 31, Township 4 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 4 North, Range 1 East, Boise Meridian, which bears S00°31'11"W, 2659.04 feet from the east quarter-section corner;

Thence N00°31'11"E, 1109.08 feet along the east line of the southeast quarter of the southeast quarter of Section 31;

Thence N89°46'17"W, 39.00 feet to the west right-of-way line of N. Locust Grove Rd., the POINT OF BEGINNING:

Thence S00°31'11"W, 20.00 feet along the west right-of-way line of N. Locust Grove Rd.;

Thence N89°46'17"W, 167.76 feet;

Thence N00°31'11"E, 105.43 feet;

Thence N89°46'06"W, 5.00 feet;

Thence 20.51 feet on a non-tangent curve to the left, having a radius of 55.00 feet, a central angle of 21°21'45", a chord bearing of N10°57'48"W, and a chord length of 20.39 feet;

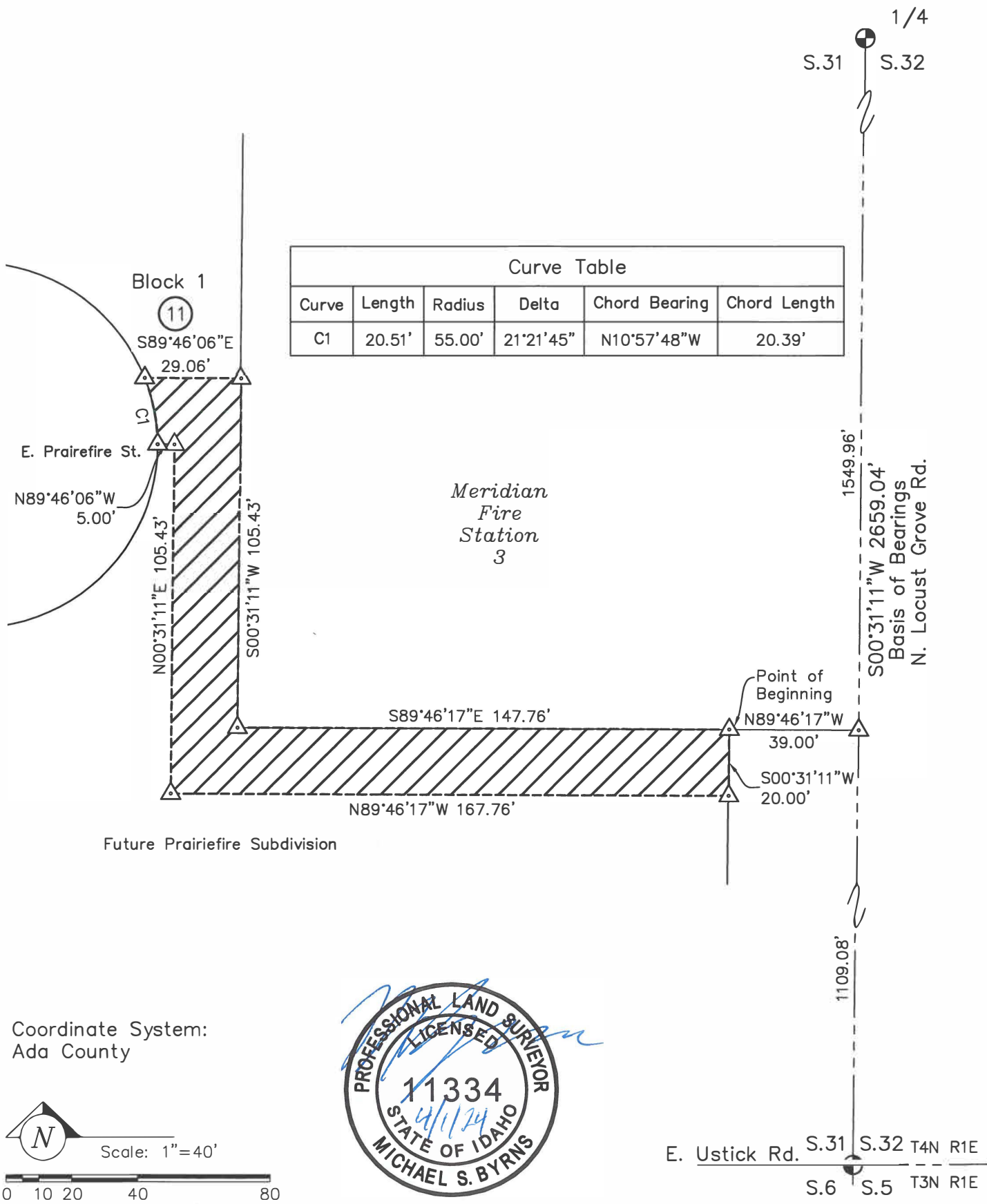
Thence on a non-tangent line S89°46'06"E, 29.06 feet;

Thence S00°31'11"W, 105.43 feet;

Thence S89°46'17"E, 147.76 feet to the POINT OF BEGINNING.

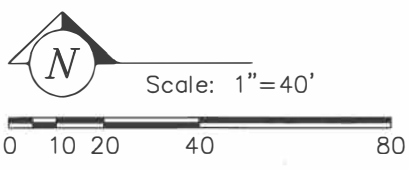
The above-described easement contains 5,592 square feet, more or less.





Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	20.51'	55.00'	21°21'45"	N10°57'48"W	20.39'

Coordinate System:  
Ada County



E. Ustick Rd. S.31 S.32 T4N R1E  
S.6 S.5 T3N R1E

P:\Prairiefire Subdivision 23-218\dwg\23-218 Prairiefire Water Ease.dwg 4/1/2024 12:58:12 PM

	9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570	Exhibit B Prairiefire Subdivision <b>City of Meridian Water Easement</b>	Job No. 23-218
		Situated in the SE1/4 of the SE1/4 of Section 31, T.4N., R.1E., B.M., City of Meridian, Ada County, Idaho.	Sheet No. 1 Dwg. Date 4/1/2024