Project Name or Subdivision Name:			
Prescott Ridge Subdivision No. 3	_		
Sanitary Sewer & Water Main Easement Number: 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-2024-009 Record Number:	5		

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this 13th day	of August	2024	between
Hubble Homes, LLC	("Grantor") and the	City of Me	ridian, 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.

TOHAVE AND TOHOLD, 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

Mitchell S. Armuth, Authorized Agent

STATE OF IDAHO)

) ss

County of Ada

This record was acknowledged before me on <u>July</u>, 2029(date) by <u>Mitchall's Arnoth</u> (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 <u>Hubble Homes</u>, <u>LLC</u> (name of entity on behalf of whom record was executed), in the following representative capacity: <u>Authorized Agent</u> (type of authority such as officer or trustee)

Notary Stamp Below

PENNY SMITH
COMMISSION #23655
NOTARY PUBLIC
STATE OF !DAHO
MY COMMISSION EXPIRES 02/16/2025

Notary Signature

My Commission Expires: 2-14-2025

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor 8-13-2024	
Attest by Chris Johnson, City Clerk 8-13-20	024
STATE OF IDAHO,) : ss.	
County of Ada)	
	e me on 8-13-2024 (date) by Robert E. Simison City of Meridian, in their capacities as Mayor and City
. Addaty Stamp Below	
	Notary Signature My Commission Expires: 3-28-2028



June 25, 2024
Prescott Ridge Subdivision No. 3
Project No. 22-108
City of Meridian Sewer and Water Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Sewer and Water Easement being a portion of Lot 18, Block 1 of Peregrine Heights Subdivision (Book 68 of Plats at Pages 7026-7027, 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 Center 1/4 corner of said Section 28, which bears S00°43'55"W a distance of 2,635.29 feet from an aluminum cap marking the North 1/4 corner of said Section 28, thence following the easterly line of said Northwest 1/4, N00°43'55"W a distance of 1,254.75 feet; Thence leaving said easterly line, N89°25'31"W a distance of 251.37 feet to the proposed northerly right-of-way line of W. Wildfire Drive;

Thence following said proposed northerly right-of-way line, N89°25′31″W a distance of 147.09 feet to the **POINT OF BEGINNING**.

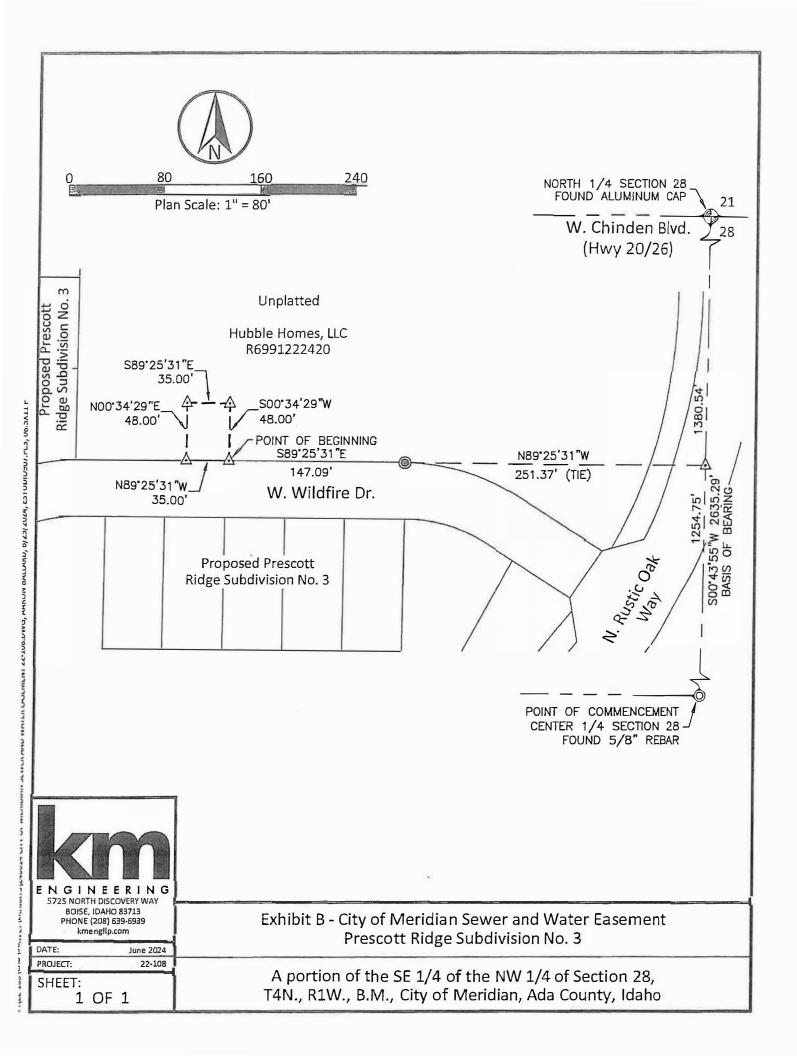
Thence following said proposed northerly right-of-way line, N89°25'31"W a distance of 35.00 feet; Thence leaving said proposed northerly right-of-way line, N00°34'29"E a distance of 48.00 feet; Thence S89°25'31"E a distance of 35.00 feet;

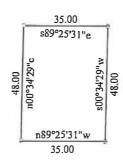
Thence S00°34'29"W a distance of 48.00 feet to the POINT OF BEGINNING.

Said parcel contains 1,680 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.







Title: Date: 06-25-2024

Scale: 1 inch = 40 feet File:

Tract 1: 0.039 Acres: 1680 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 166 Feet

001=n89.2531w 35.00 003=s89.2531e 35.00 002=n00.3429e 48.00 004=s00.3429w 48.00