

Project Name (Subdivision):

Idak Short Plat

Water Meter Easement Number: 1

Identify this Easement by sequential number if Project contains more than one Water Meter easement.
(See Instructions for additional information).

ESMT-2023-0169

WATER METER EASEMENT

THIS Easement Agreement, made this 5th day of December, 2023 between Blaine R. Bergin II and Kimberlee Bergin ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

WHEREAS, the water meter is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said meter and 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 meter and pipelines 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 meter 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: 

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 11/15/2023 (date) by Blaine R Bergin (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 _____ (name of entity on behalf of whom record was executed), in the following representative capacity: _____ (type of authority such as officer or trustee)

(stamp)



Notary Signature
My Commission Expires: 11/14/2029



GRANTOR: Kimberlee Begim

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 11/15/2023 (date) by Kimberlee Begim (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 _____ (name of entity on behalf of whom record was executed), in the following representative capacity: _____ (type of authority such as officer or trustee)

(stamp)

Rebecca L Hereau
Notary Signature
My Commission Expires: 11/14/2029



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.

(stamp)

Notary Signature

My Commission Expires! _____



Sawtooth Land Surveying, LLC

2030 S. Washington Ave.
Emmett, ID 83617
P: (208) 398-8104
F: (208) 398-8105

Exhibit A

City Of Meridian Water Easement Description

BASIS OF BEARING for this description is S. 89°47'34" E., between a brass cap, marking the S1/4 corner of Section 31, and an aluminum cap marking the E1/16 corner of Section 31, both in T. 4 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho.

This parcel is situated in the SW1/4 of the SE1/4 of Section 31, T. 4 N., R. 1 E., B. M., City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monumenting the southwest corner of said SW1/4 of the SE1/4;

Thence S. 89°47'34" E., coincident with the south line of said SW1/4 of the SE1/4, a distance of 116.38 feet;

Thence N. 00°10'26" E., 43.50 feet to a 5/8" rebar/cap PLS 8251 marking the northerly right of way of E. Ustick Rd. and the **POINT OF BEGINNING**;

Thence leaving said northerly right of way and continuing, N. 00°10'26" E., 13.00 feet;

Thence S. 89°47'34" E., parallel with said south line and said north right of way, 20.00 feet;

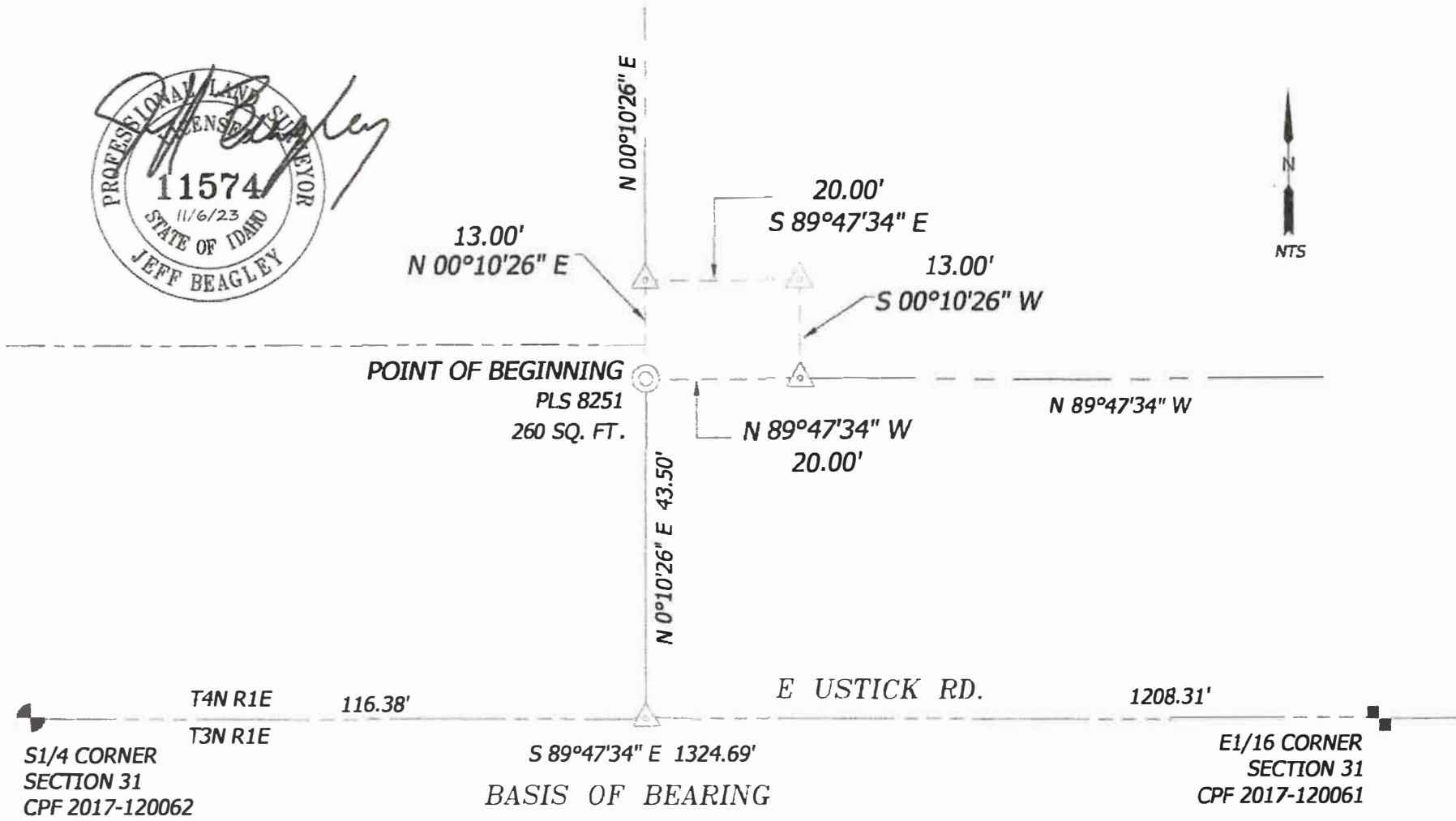
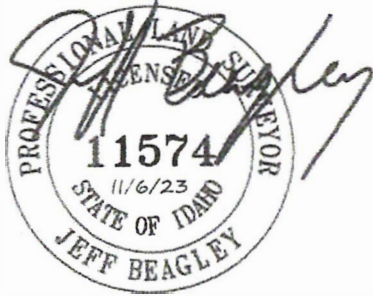
Thence S. 00°10'26" W., 13.00 feet to said northerly right of way;


Thence N. 89°47'34" W., coincident with said northerly right of way, 20.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 260 square feet, more or less.



Exhibit B



SW1/4 OF THE SE1/4 OF SECTION 31 T. 4 N., R. 1 E., B.M., CITY OF MERIDIAN, ADA COUNTY, IDAHO	PROJECT: CITY OF MERIDIAN WATER EASEMENT CITY OF MERIDIAN ADA COUNTY, IDAHO	OWNER/DEVELOPER: CONGER MANAGEMENT DATE: 11/2023	 2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM	DWG # 121340-EX PROJECT# 121340 SHEET 1 OF 1
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