

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this 21st day June, 2022, between 160 N Linder LLC, hereinafter referred to as “Grantor”, and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as “Grantee”;

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

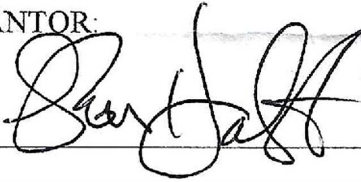
THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

then, to such extent such 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 it is lawfully seized and possessed of the aforementioned and described tract of land, and that it has a good and lawful right to convey said easement, and that it will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its signature the day and year first hereinabove written.

GRANTOR:



STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on _____ (date) by _____
(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: _____

See attachment

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

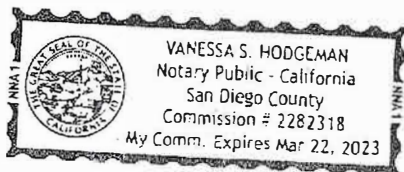
On April 26, 2022 before me, Vanessa S. Hodgeman, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ronald Hatch on behalf of
160 N Linder LLC in the following capacity manager
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Pedestrian Pathway Easement

Document Date: April 26, 2022 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 6-21-2022

Attest by Chris Johnson, City Clerk 6-21-2022

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 6-21-2022 (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: 3-28-2028



Pathway Easement Description

An easement over and across a portion of Lots 8 and 9 of Heppers Acre Subdivision as recorded in Book 19 of Plats at Pages 1298 and 1299, Records of Ada County, said parcel is located in the Southwest Quarter of the Southwest Quarter of Section 12, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the found 4 inch aluminum cap monument at the corner common to Sections 11, 12, 13 and 14, T3N, R1W from which the found 3 inch brass cap monument in asphalt at the quarter corner common to Sections 11 and 12, T3N, R1W bears N 00° 32' 39" E a distance of 2645.87 feet; thence N 00° 32' 39" E along the section line for a distance of 447.74 feet; thence N 88° 31' 38" E for a distance of 40.02 feet to a found 5/8th inch iron pin with a cap stamped PLS 11463 at the southwest corner of said Lot 9 and the **REAL POINT OF BEGINNING**;

Thence N 00° 31' 39" E along the easterly right-of-way of N. Linder Road for a distance of 198.36 feet to a found ½ inch iron pin with a cap labeled PLS 11779 at the northwest corner of said Lot 8;

Thence N 89° 41' 22" E along the line common to Lots 8 and 9 for a distance of 14.00 feet;

Thence S 00° 31' 39" W for a distance of 198.08 feet;

Thence S 88° 31' 38" W along the line common to Lots 9 and 10 for a distance of 14.01 feet to the **REAL POINT OF BEGINNING**.

Easement contains 0.064 acres, or 2,776 square feet, more or less.

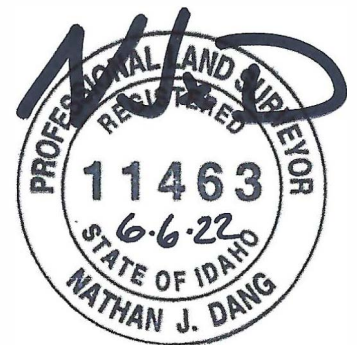


EXHIBIT MAP

14' WIDE PATHWAY EASEMENT
ACROSS A PORTION OF LOTS 8 & 9, HEPPERS ACRE SUBDIVISION,
BOOK 19 OF PLATS, PAGES 1298-1299, ADA COUNTY RECORDS.
LYING WITHIN THE SW 1/4 OF THE SW 1/4 OF SECTION 12, T.3N., R.1W., B.M.
CITY OF MERIDIAN — COUNTY OF ADA — STATE OF IDAHO

1/4
CORNER W. PINE AVE.
11 12



SCALE: 1"=40'

LEGEND

--- SECTION LINE
— PARCEL LINE
// EASEMENT

- ⊙ FOUND 3" BRASS CAP MONUMENT IN ASPHALT
- ⊕ FOUND 4" ALUMINUM CAP MONUMENT IN ASPHALT
- FOUND 5/8" IRON PIN, WITH PLASTIC CAP, AS NOTED
- FOUND 1/2" IRON PIN, WITH PLASTIC CAP, AS NOTED
- △ CALCULATED POINT
- ⑨ PLATTED LOT NUMBER
- P.O.B. POINT OF BEGINNING

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°31'38" E	40.02'
L2	N 89°41'22" E	14.00'
L3	S 89°41'22" W	14.01'



ACCURATE
SURVEYING & MAPPING

1520 W. Washington St.
Boise, Idaho 83702
(208) 488-4227

www.accuracysurveyors.com

DATE: JUNE, 2022

JOB 22-158

