

Project Name (Subdivision):

The Landing Subdivision No. 13

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Stetson Homes, Inc., 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.

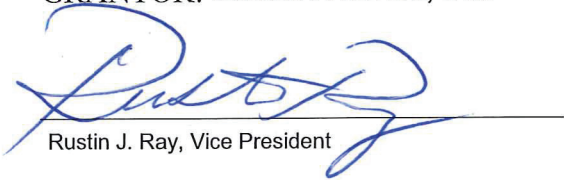
THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

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.

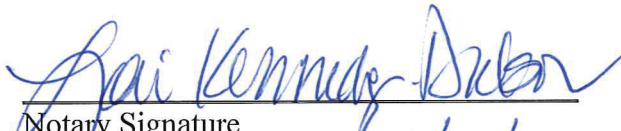
GRANTOR: Stetson Homes, Inc.


Rustin J. Ray, Vice President

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 10/15/24 (date) by Rustin J. Ray
(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 Stetson Homes, Inc.
(name of entity on behalf of whom record was executed), in the following representative capacity: Vice President (type of authority such as officer or trustee)




Notary Signature
My Commission Expires: 06/02/26

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

1044 Northwest Blvd., Ste. G
Coeur d'Alene, ID 83814
P: (208) 714-4544
F: (208) 292-4453

141 1st Avenue East
Jerome, ID 83338
P: (208) 329-5303
F: (208) 324-3821

EXHIBIT A

THE LANDING SUBDIVISION NO. 13 PEDESTRIAN PATHWAY EASEMENT

BASIS OF BEARING for this description is South 0°00'35" East between an aluminum cap monument marking the northwest corner of Section 13 and a 5/8" rebar with an illegible cap marking the W1/4 corner of Section 13, T. 3 N., R. 1 W., B.M., City of Meridian, Ada County, Idaho.

A strip of land located in the NW1/4 of Section 13, T. 3 N., R. 1 W., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows;

COMMENCING at an aluminum cap monument marking the northwest corner of said Section 13;

Thence South 0°00'35" East, coincident with the westerly boundary of said NW1/4 of Section 13, a distance of 1948.81 feet;

Thence leaving said westerly boundary, South 56°05'40" East, 57.84 feet to a 5/8" rebar cap PLS 14221, marking the SW corner of the Landing Subdivision No. 12, as recorded in Book 114 of Plats, at Pages 16940-42, Ada County records and the easterly right of way of S. Linder Rd;

Thence South 0°00'35" East, coincident with said easterly right of way, 24.10 feet to the **POINT OF BEGINNING**;

Thence South 56°05'40" East, a distance of 16.87 feet;

Thence South 0°00'35" East, parallel with said easterly right of way, a distance of 298.13 feet to the northerly boundary of The Landing Subdivision No. 7, as recorded in Book 69 of Plats, at Pages 7085 & 7086, Ada County records;

Thence South 89°59'23" West, coincident with said northerly boundary, 14.00 feet to said easterly right of way of S. Linder Rd;

Thence North 0°00'35" West, coincident with said easterly right of way, a distance of 307.55 feet to the **POINT OF BEGINNING**.

The above described easement contains 0.09 acres, more or less.

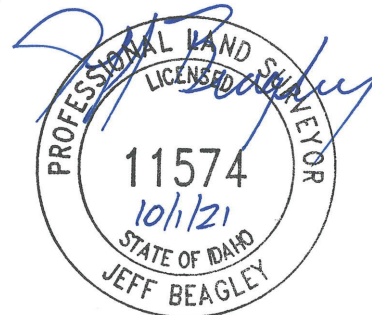
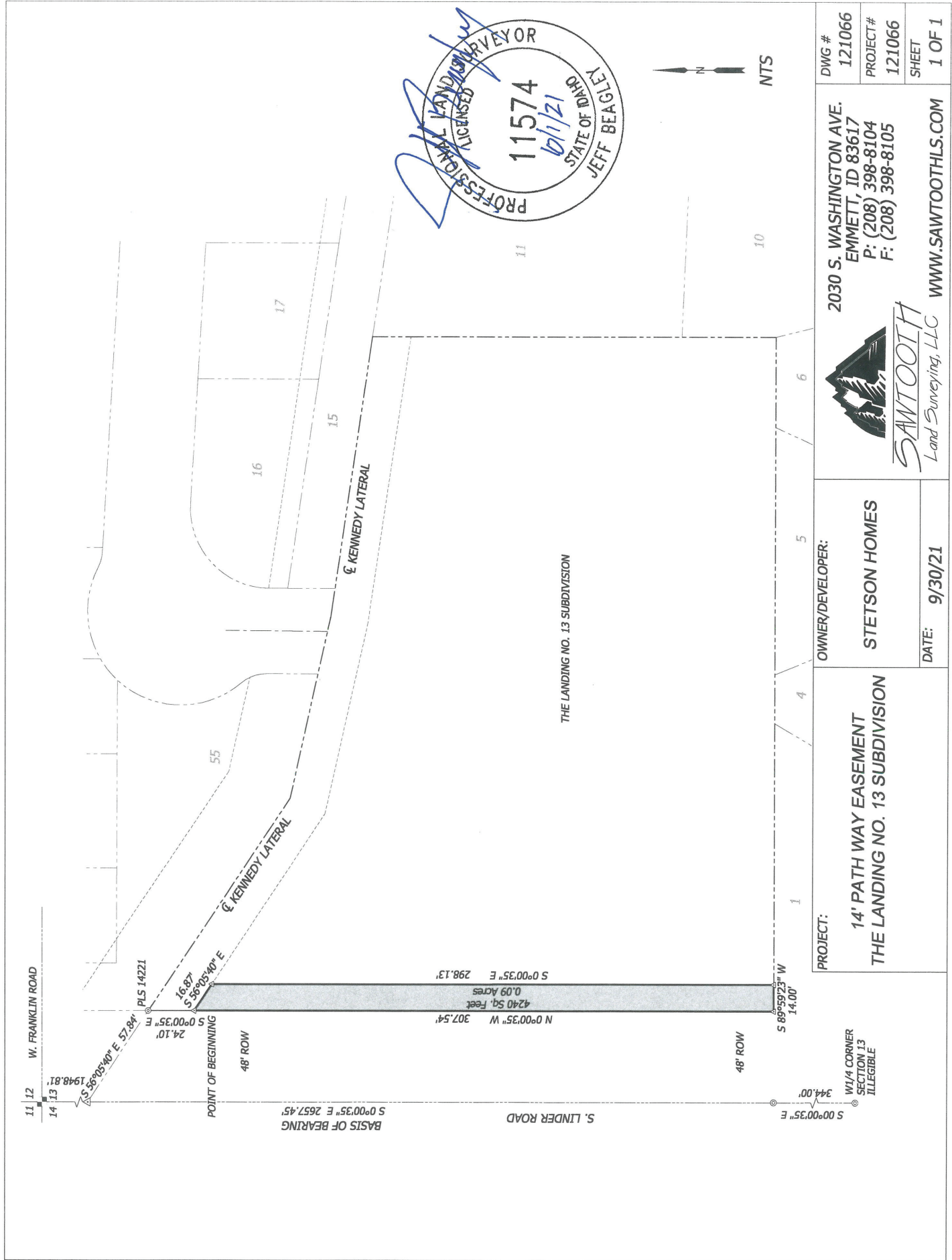


EXHIBIT B



PROFESSIONAL LAND SURVEYOR
 11574
 01/1/21
 STATE OF OHIO
 JEFF BEAGLEY

SAWTOOTH
 Land Surveying, LLC
 WWW.SAWTOOTHLS.COM

2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 P: (208) 398-8104
 F: (208) 398-8105

OWNER/DEVELOPER:
STETSON HOMES

DATE: 9/30/21

PROJECT:
**14' PATH WAY EASEMENT
 THE LANDING NO. 13 SUBDIVISION**

DWG #	121066
PROJECT #	121066
SHEET	1 OF 1