

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this 26th day of April, 2022, between Idaho Auto Mall 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,

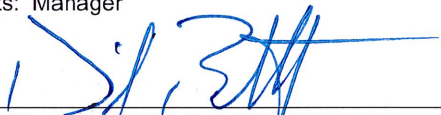
then, to such extent such easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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 : IDAHO AUTO MALL LLC

By: Kendall Development Group LLC
Its: Manager

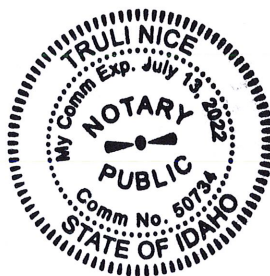


David E. Blewett, Manager

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 3/28/2022 (date) by David E. Blewett on behalf of Kendall Development Group LLC, Manager of Idaho Auto Mall LLC, in the following representative capacity: Manager

(stamp)





Notary Signature
Residing at Borise, Idaho
My Commission Expires: 7/13/22

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-26-2022

Attest by Chris Johnson, City Clerk 4-26-2022

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

This record was acknowledged before me on 4-26-2022 (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
Residing at _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description City of Meridian Pedestrian Pathway Easement Artemisia Subdivision

An easement being located in the SE ¼ of the SE ¼ of Section 14, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of said Section 14, from which an Aluminum Cap monument marking the southwest corner of the SE ¼ of said Section 14 bears N 89°19'41" W a distance of 2661.68 feet;

Thence along the southerly boundary of said SE ¼ of the SE ¼ N 89°19'41" W a distance of 76.61 feet to a point;

Thence leaving said boundary N 0°40'19" E a distance of 51.00 feet to a point on the northerly right-of-way of W. Overland Road;

Thence along said right-of-way N 47°20'54" E a distance of 13.12 feet to the **POINT OF BEGINNING**;

Thence leaving said right-of-way a distance of 103.51 feet along the arc of a 229.34 foot radius non-tangent curve right, said curve having a central angle of 25°51'33" and a long chord bearing N 3°53'59" W a distance of 102.63 feet to a point of reverse curvature;

Thence a distance of 72.20 feet along the arc of a 290.50 foot radius curve left, said curve having a central angle of 14°14'23" and a long chord bearing N 1°10'20" E a distance of 72.01 feet to a point of reverse curvature;

Thence a distance of 71.52 feet along the arc of a 309.50 foot radius curve right, said curve having a central angle of 13°14'21" and a long chord bearing N 0°40'19" E a distance of 71.36 feet to a point of reverse curvature;

Thence a distance of 67.13 feet along the arc of a 290.50 foot radius curve left, said curve having a central angle of 13°14'21" and a long chord bearing N 0°40'19" E a distance of 66.98 feet to a point of reverse curvature;

Thence a distance of 47.69 feet along the arc of a 309.50 foot radius curve right, said curve having a central angle of 8°49'41" and a long chord bearing N 1°32'01" W a distance of 47.64 feet to a point of reverse curvature;

Thence a distance of 103.21 feet along the arc of a 554.99 foot radius curve left, said curve having a central angle of 10°39'18" and a long chord bearing N 2°26'49" W a distance of 103.06 feet to a point of reverse curvature;

Thence a distance of 143.05 feet along the arc of a 942.11 foot radius curve right, said curve having a central angle of 8°42'00" and a long chord bearing N 3°25'28" W a distance of 142.92 feet to a point of reverse curvature;

Thence a distance of 160.09 feet along the arc of a 950.55 foot radius curve left, said curve having a central angle of $9^{\circ}38'59''$ and a long chord bearing $N\ 3^{\circ}53'58''\ W$ a distance of 159.90 feet to a point;

Thence $S\ 89^{\circ}57'34''\ E$ a distance of 23.26 feet to a point;

Thence $S\ 2^{\circ}42'15''\ E$ a distance of 405.06 feet to a point;

Thence $S\ 0^{\circ}32'59''\ W$ a distance of 351.65 feet to a point on the northerly right-of-way of W. Overland Road;

Thence along said right-of-way $S\ 47^{\circ}20'54''\ W$ a distance of 13.63 feet to the **POINT OF BEGINNING**.

Said easement contains 13,945 square feet (0.320 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
October 13, 2021



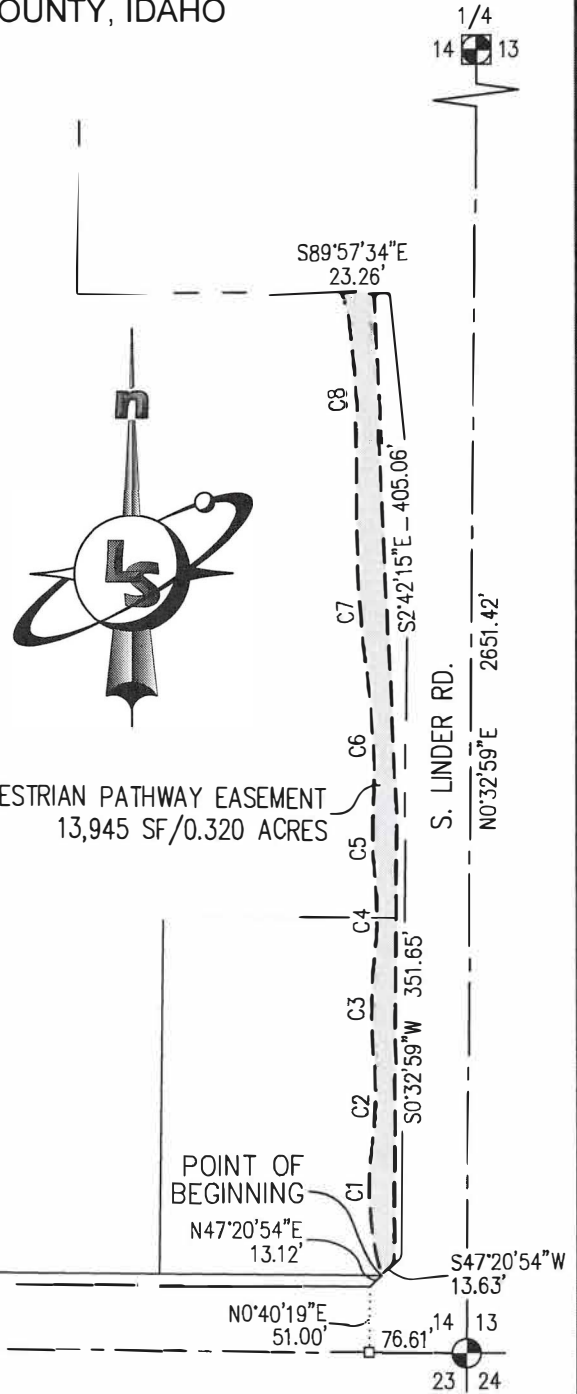
EXHIBIT "B"

CITY OF MERIDIAN PATHWAY EASEMENT

ARTEMISIA SUBDIVISION

LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 14, T.3N., R.1W., B.M.
CITY OF MERIDIAN, ADA COUNTY, IDAHO

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	103.51'	229.34'	25°51'33"	N3°53'59"W	102.63'
C2	72.20'	290.50'	14°14'23"	N1°10'20"E	72.01'
C3	71.52'	309.50'	13°14'21"	N0°40'19"E	71.36'
C4	67.13'	290.50'	13°14'21"	N0°40'19"E	66.98'
C5	47.69'	309.50'	8°49'41"	N1°32'01"W	47.64'
C6	103.21'	554.99'	10°39'18"	N2°26'49"W	103.06'
C7	143.05'	942.11'	8°42'00"	N3°25'28"W	142.92'
C8	160.09'	950.55'	9°38'59"	N3°53'58"W	159.90'



14
1/4
23



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 19-72