

Project Name or Subdivision Name:

Kingstown Subdivision

For Internal Use Only

Record Number: ESMT-2026-0008

PEDESTRIAN PATHWAY EASEMENT

THIS Easement Agreement made this _____ day of _____ 20____ between
Maddyn Homes LLC ("Grantor") and the City of Meridian, an Idaho Municipal
Corporation ("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 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 shrubs.

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.

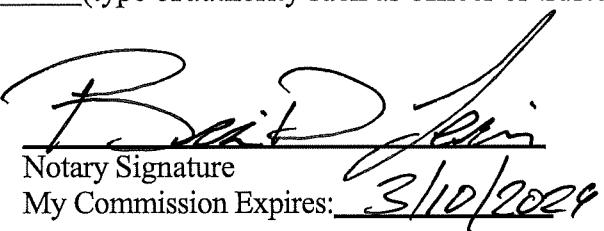
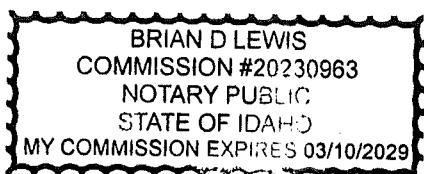
GRANTOR: Maddyn Homes LLC



STATE OF IDAHO)
)
) ss
County of Ada)

This record was acknowledged before me on 01/07/2026 (date) by Kyle Enzler (Managing Member) (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 Maddyn Homes LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Managing Member (type of authority such as officer or trustee)

Notary Stamp Below



Notary Signature
My Commission Expires: 3/10/2029

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.

Notary Stamp Below

Notary Signature

My Commission Expires: _____

Exhibit A
City of Meridian Pathway Easement
Kingstown Subdivision No. 1
January 26, 2026

A portion of Lot 4, Block 1, Jasmine Acres Subdivision as filed in Book 59 of Plats at Pages 5829 and 5830, records of Ada County, Idaho, situated in the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 4 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Easement "A"

Commencing at the Center 1/4 corner of said Section 32 from which the 1/4 corner common to Sections 32 and 33, T.4N., R.1E., B.M., bears North 89°39'12" East, 2,657.16 feet; thence on the east-west centerline of said Section 32, North 89°39'12" East, 518.62 feet to the **POINT OF BEGINNING**;

thence continuing, North 89°39'12" East, 14.50 feet;

thence leaving said east-west centerline, South 00°00'54" East, 210.73 feet;

thence North 67°21'05" West, 0.71 feet;

thence North 33°41'00" West, 24.97 feet;

thence North 00°00'54" West, 189.59 feet to the **POINT OF BEGINNING**.

Containing 2,907 square feet, more or less.

AND

Easement "B"

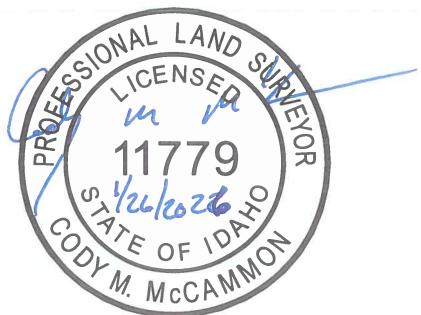
Commencing at the Center 1/4 corner of said Section 32 from which the 1/4 corner common to Sections 32 and 33, T.4N., R.1E., B.M., bears North 89°39'12" East, 2,657.16 feet; thence South 40°10'53" East, 388.78 feet to the **POINT OF BEGINNING**;

thence South 66°08'48" East, 83.97 feet;

thence 24.37 feet on the arc of curve to the left having a radius of 43.00 feet, a central angle of 32°28'07" and a long chord which bears South 82°22'51" East, 24.04 feet;

thence 44.38 feet on the arc of a curve to the right having a radius of 47.00 feet, a central angle of 54°06'20" and a long chord which bears South 71°33'45" East, 42.75 feet;

thence 98.77 feet on the arc of a curve to the left having a radius of 38.00 feet, a central angle of 148°55'08" and a long chord which bears North 61°01'52" East, 73.22 feet;



thence 76.10 feet on the arc of a curve to the right having a radius of 62.00 feet, a central angle of $70^{\circ}19'25''$ and a long chord which bears North $21^{\circ}44'00''$ East, 71.41 feet;

thence 12.46 feet on the arc of a curve to the left having a radius of 40.00 feet, a central angle of $17^{\circ}50'56''$ and a long chord which bears North $47^{\circ}58'15''$ East, 12.41 feet;

thence 14.06 feet on the arc of a curve to the left having a radius of 60.00 feet, a central angle of $13^{\circ}25'28''$ and a long chord which bears South $55^{\circ}00'51''$ East, 14.03 feet;

thence 17.82 feet on the arc of a curve to the right having a radius of 54.00 feet, a central angle of $18^{\circ}54'10''$ and a long chord which bears South $47^{\circ}26'38''$ West, 17.73 feet;

thence 58.91 feet on the arc of a curve to the left having a radius of 48.00 feet, a central angle of $70^{\circ}19'25''$ and a long chord which bears South $21^{\circ}44'00''$ West, 55.29 feet;

thence 135.15 feet on the arc of a curve to the right having a radius of 52.00 feet, a central angle of $148^{\circ}55'08''$ and a long chord which bears South $61^{\circ}01'52''$ West, 100.20 feet;

thence 31.16 feet on the arc of a curve to the left having a radius of 33.00 feet, a central angle of $54^{\circ}06'20''$ and a long chord which bears North $71^{\circ}33'45''$ West, 30.02 feet;

thence 32.30 feet on the arc of a curve to the right having a radius of 57.00 feet, a central angle of $32^{\circ}28'07''$ and a long chord which bears North $82^{\circ}22'51''$ West, 31.87 feet;

thence North $66^{\circ}08'48''$ West, 83.90 feet;

thence North $23^{\circ}34'02''$ East, 14.00 feet to the **POINT OF BEGINNING**.

Containing 4,891 square feet, more or less.

End of Description.



EXHIBIT B

Heritage
Subdivision No. 2

C1/4
S.32

Zebulon Heights
Subdivision No. 2

Basis of Bearings

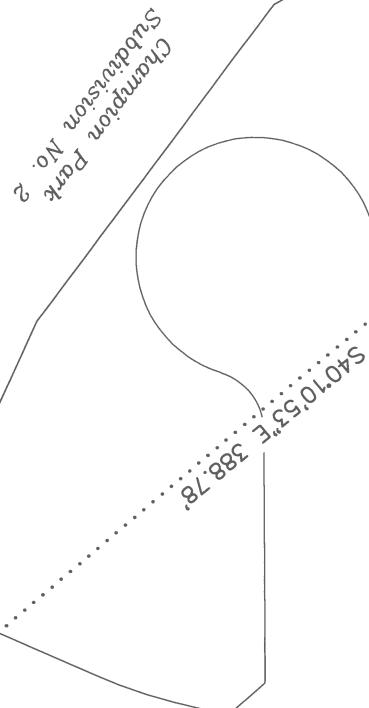
N89°39'12"E 2657.16'

518.62'

Point of
Beginning "A"
L1
S.32
S.33
1/4
N. Eagle Rd.

NOO.00'54"W 189.59'

S00.00'54"E 210.73'



Point of
Beginning "B"

Jasmine Acres
Subdivision

Champion
Subdivision
Park
No. 3

Jasmine Acres
Subdivision

L1
L2
L3

Line Table

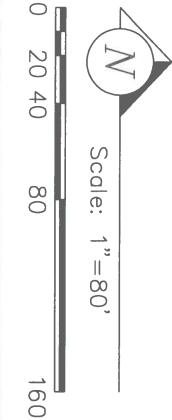
Line	Bearing	Length
L1	N89°39'12"E	14.50'
L2	N67°21'05"W	0.71'
L3	N33°41'00"W	24.97'

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IDAHO
SURVEY
GROUP, LLC

9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

City of Meridian Pathway Easement
Kingstown Subdivision No. 1



Scale: 1"=80'

0 20 40 80 160



A portion of Lot 4, Block 1, Jasmine Acres Subdivision,
Situated in the NW 1/4 of the SE 1/4 of Section 32,
T.4N., R.1E., B.M., City of Meridian, Ada County, Idaho.

Job No.
21-125
Sheet No.
1 of 2
Dwg. Date
1/26/2026

