

Project Name or Subdivision Name:

Sessions Parkway Subdivision

For Internal Use Only ESMT-2024-0046

Record Number: _____

PEDESTRIAN PATHWAY EASEMENT

THIS Easement Agreement made this 9th day of April 20 24 between GFI-Meridian Investments, 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: GFI- Meridian Investments, LLC

Trevor Gasser
Utah

STATE OF ~~IDAHO~~)

) ss

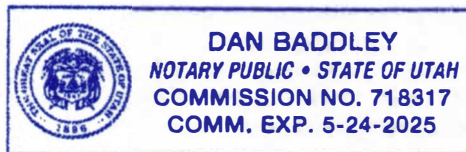
County of ~~Ada~~)

Davis

This record was acknowledged before me on 2/29/24 (date) by Trevor Gasser
(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 GFI-Meridian Investments, LLC
(name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

Notary Stamp Below

Dan Baddley
Notary Signature
My Commission Expires: 5-24-2025



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-9-2024

Attest by Chris Johnson, City Clerk 4-9-2024

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

This record was acknowledged before me on 4-9-2024 (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: 3-28-2028

February 22, 2024
Project No. 23-021
City of Meridian Pathway Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Pathway Easement over a portion of the Southwest 1/4 of the Northwest 1/4 of Section 4, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a found brass cap marking the Northwest corner of said Section 4, which bears $N00^{\circ}36'00''E$ a distance of 2,611.39 feet from a found brass cap marking the West 1/4 corner of said Section 4, thence following the westerly line of said Northwest 1/4, $S00^{\circ}36'00''W$ a distance of 1,384.57 feet; Thence leaving said westerly line, $S89^{\circ}24'00''E$ a distance of 70.00 feet to a found 5/8-inch rebar marking the Northwest corner of a parcel of land as described in Quitclaim Deed per Instrument No. 2020-083834 and being the **POINT OF BEGINNING**.

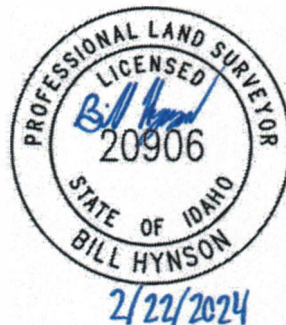
Thence following the northerly boundary of said Quitclaim Deed, $S89^{\circ}51'36''E$ a distance of 21.20 feet; Thence leaving said northerly Quitclaim Deed boundary, $S01^{\circ}06'46''W$ a distance of 4.28 feet; Thence $S26^{\circ}33'58''W$ a distance of 16.35 feet; Thence $S00^{\circ}36'00''W$ a distance of 328.84 feet; Thence $S44^{\circ}24'00''E$ a distance of 16.39 feet; Thence $S00^{\circ}36'00''W$ a distance of 19.71 feet; Thence $S45^{\circ}07'38''W$ a distance of 12.35 feet; Thence $S31^{\circ}09'48''E$ a distance of 8.13 feet; Thence $S00^{\circ}36'00''W$ a distance of 12.70 feet to said Quitclaim Deed boundary; Thence following said Quitclaim Deed boundary the following two (2) courses:

1. $N53^{\circ}04'00''W$ a distance of 26.32 feet to a found 5/8-inch rebar;
2. $N00^{\circ}36'00''E$ a distance of 391.77 feet to the **POINT OF BEGINNING**.

Said parcel contains 6,107 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.



PA23-021\CAD\SURVEY\EXHIBITS\23-021 CITY OF MERIDIAN PED PATHWAY ESMT 240222.DWG, KOBE ZIMMERMAN, 2/22/2024, DWG TO PDF.PC3, 08.5X11 L (PDF)

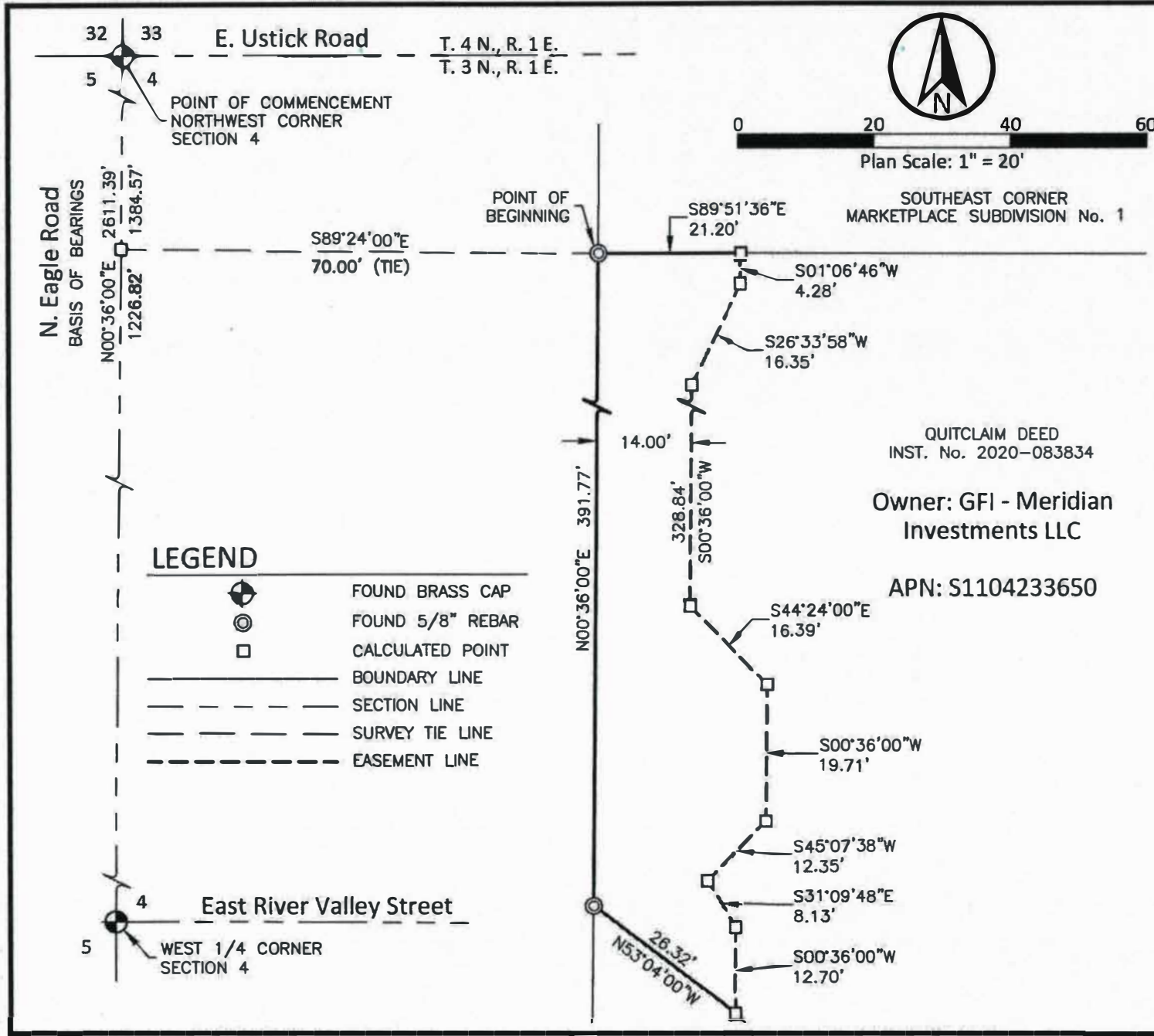


Exhibit B
City of Meridian Pathway Easement

A parcel of land over a portion of the Southwest 1/4 of the Northwest 1/4 of Section 4,
Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho

DATE: February, 2024
PROJECT: 23-021
SHEET: 1 OF 1

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com



Title:		Date: 02-22-2024
Scale: 1 inch = 80 feet	File: Deed Plotter.des	
Tract1: 0.140 Acres: 6107 Sq Feet: Closure = n79.4124w 0.01 Feet: Precision = 1/103539: Perimeter = 858 Feet		
001=s89.5136e 21.20	005=s44.2400e 16.39	009=s00.3600w 12.70
002=s01.0646w 4.28	006=s00.3600w 19.71	010=n53.0400w 26.32
003=s26.3358w 16.35	007=s45.0738w 12.35	011=n00.3600e 391.77
004=s00.3600w 328.84	008=s31.0948e 8.13	