Project Name (Subdivision):
SHELBURNE EAST NO 3
PEDESTRIAN PATHWAY #1

### **PEDESTRIAN PATHWAY EASEMENT**

THIS AGREEMENT, made this	day of	, 20,	between	Shelburne F	Properties 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 Mey 21,1627 (date) by Randal S Clarno (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 Shelburne Properties 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)

(stamp)

KENT BROWN
COMMISSION #32341
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/23/2023

Notary Signature

My Commission Expires:

GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor	
Attest by Chris Johnson, City Clerk	
STATE OF IDAHO, )	
: ss. County of Ada )	
	before me on (date) by Robert E. Simison he City of Meridian, in their capacities as Mayor and City
(stamp)	
	Notary Signature
	My Commission Expires:

## PEDESTRIAN PATHWAY EASEMENT PROPOSED SHELBURNE EAST SUBDIVISION NO. 3 LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 28, T.3N., R.1E., B.M. CITY OF MERIDIAN, ADA COUNTY, IDAHO 21.92' S89"19'52"E oruseu shelburini EAST SUBD. NO. BEGINNING PROPOSED SHELBURNE SOUTH 4,944 SF 占 1094.64 N0.28'36"E CLOVERDALE 1330.32 1330.22 E. AMITY RD. S89'14'43"E 2660.54 E 1/16 BASIS OF BEARING 120' 240' 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. 19-08

### **EXHIBIT B**

# <u>Legal Description</u> <u>Pedestrian Pathway Easement</u> Shelburne East Subdivision No. 3

An easement being located in the SW ¼ of the SE ¼ of Section 28, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southwest corner of the SE ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of said SE ¼ bears S 89°14'43" E a distance of 2660.54 feet:

Thence S 89°14'43" E along the southerly boundary of said SE  $\frac{1}{4}$  a distance of 1330.32 feet to the southeast corner of said SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ;

Thence along the easterly boundary of said SW ¼ of the SE ¼ N 0°28'36" E a distance of 1094.64 feet to a point on the northerly right-of-way of the Tenmile Feeder Canal, the **POINT OF BEGINNING**:

Thence along said Tenmile Feeder right-of-way the following courses and distances:

Thence N 53°28'09" W a distance of 51.73 feet to a point;

Thence N 49°38'32" W a distance of 315.40 feet to a point on the northerly boundary of said SW ¼ of the SE ¼;

Thence leaving said right-of-way and along said boundary S 89°19'52" E a distance of 21.92 feet to a point;

Thence leaving said boundary S 49°38'32" E a distance of 298.06 feet to a point;

Thence S 53°28'09" E a distance of 41.08 feet to a point on the easterly boundary of said SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ;

Thence along said easterly boundary S 0°28'36" W a distance of 17.32 feet to the **POINT OF BEGINNING.** 

This easement contains 4,944 square feet (0.113 acres) more or less and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS Land Solutions, PC June 7, 2021



