

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

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Shelburne 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,

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)

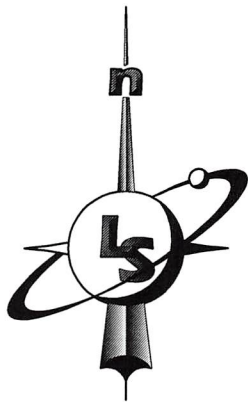
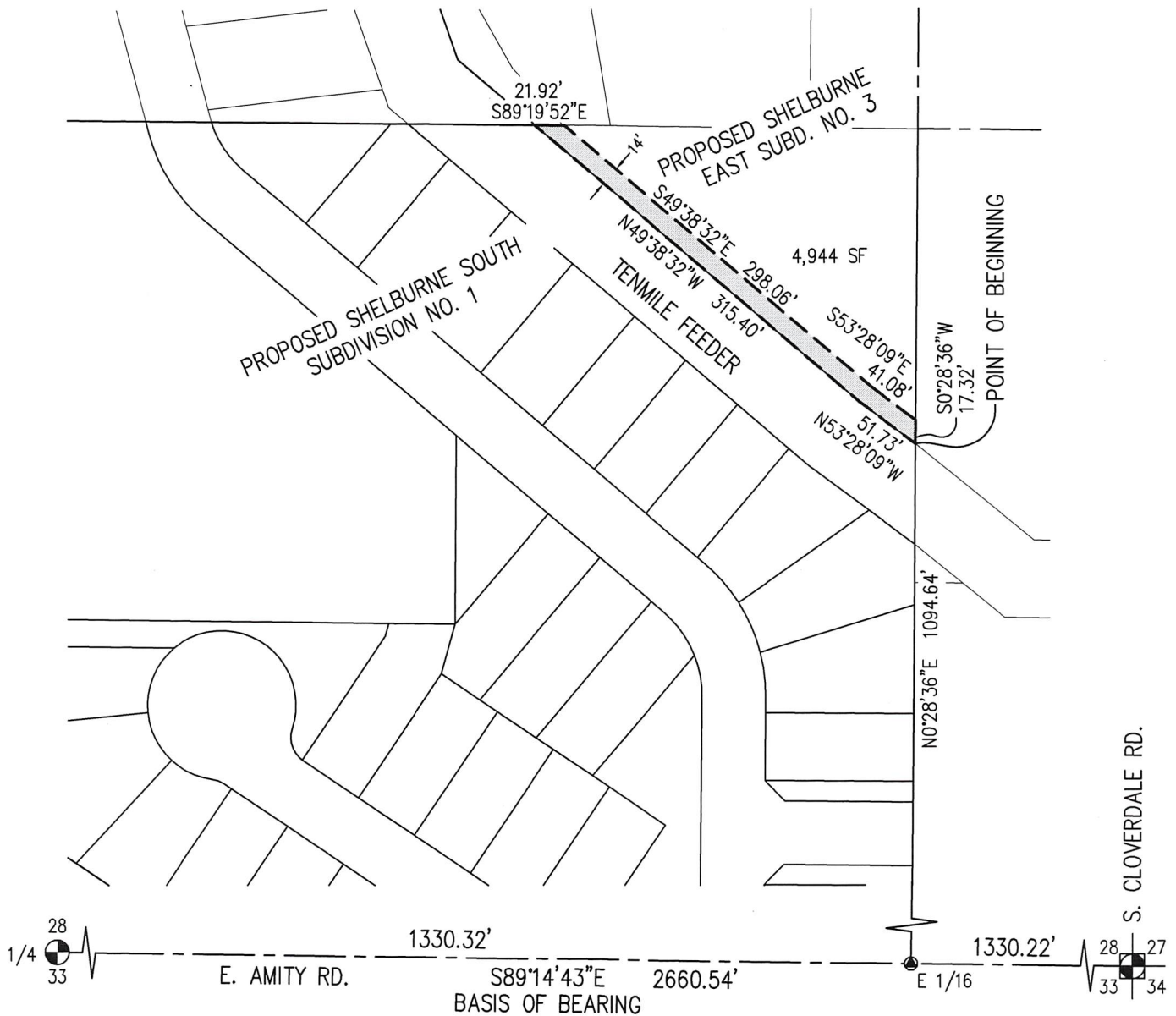
Notary Signature
My Commission Expires: _____

EXHIBIT A

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



LandSolutions

Land Surveying and Consulting

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

EXHIBIT B

Legal Description
Pedestrian Pathway Easement
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 ¼ a distance of 1330.32 feet to the southeast corner of said SW ¼ of the SE ¼;

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 ¼ of the SE ¼;

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

