

Project Name or Subdivision Name:
Millwood Subdivision

For Internal Use Only ESMT-2025-0040
Record Number: _____

PEDESTRIAN PATHWAY EASEMENT

THIS Easement Agreement made this 3rd day of June 20 25 between
Epic Development Victory, 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,

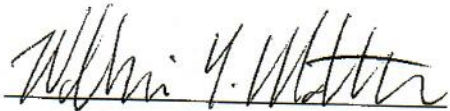
then, to such extent such easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

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:

Epic Development Victory, LLC

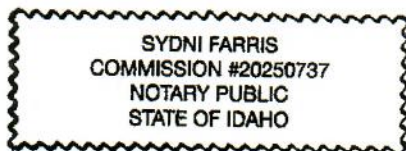


STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 5/14/25 (date) by William Mathews, on behalf of Epic Development Victory, LLC, in the following representative capacity: Member.



Notary Signature

My Commission Expires: Exp. 2/28/31

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 6-3-2025

Attest by Chris Johnson, City Clerk 6-3-2025

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 6-3-2025 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

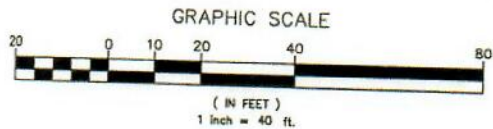
Notary Stamp Below

Notary Signature

My Commission Expires: _____

EXHIBIT B - PEDESTRIAN PATHWAY EASEMENT
DRAWING SHOWING A PEDESTRIAN PATHWAY
EASEMENT FOR MILLWOOD SUBDIVISION LYING IN
THE NW 1/4 OF SECTION 29, T.3N., R.1E., B.M.,
ADA COUNTY, IDAHO, 2025.

19 20
30 29
CP&F #2024-049169
S89° 49' 00"E 2680.69'
1000.94'
1679.76'
20
29
N 1/4 COR
CP&F #2021-037427



LEGEND

- SECTION LINE
- - - BOUNDARY LINE
- LOT LINE
- - - EASEMENT
- - - LATERAL CENTERLINE
- - - TIE LINE
- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- FOUND 5/8" IRON PIN
- SET 5/8" IRON PIN
- SET 1/2" IRON PIN
- △ CALCULATED POINT-NOT SET
- √ BROKEN LINE



Parcel Line Table		
Line #	Length	Direction
L1	7.60	N59° 27' 12"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	6.50'	21.50'	17° 19' 14"	N68° 06' 50"E	6.47'

J.J. HOWARD
MAPPING / SURVEYING
3001 N. STATE ST., STE. B / Boise, Idaho 83703 (208) 946-0817

DATE: 4/4/24
DESIGN BY: CLS
SCALE: 1" = 40'
DRAWN BY: CLS
SHEET: 1 OF 1
DRAWING NO. 220503

MILLWOOD SUBDIVISION
EXHIBIT B - PEDESTRIAN PATHWAY EASEMENT

E SPRINGLOYD ST

Exhibit A

Millwood Subdivision

Pedestrian Pathway Easement

A pedestrian pathway easement lying in the NW 1/4 of Section 29, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at brass cap marking the Northwest corner of Section 29; thence S.89°49'00"E. along the North line of said Section 25 a distance of 1000.94 feet to a point; thence S.00°11'00"W. a distance of 204.08 feet to a point, said point also being the POINT OF BEGINNING;

Thence S.00°01'30"E. a distance of 22.77 feet to a point;

Thence S.37°58'06"E. a distance of 197.53 feet to a point;

Thence S.30°32'48"E. a distance of 83.04 feet to a point;

Thence 6.50 feet along a non-tangent curve to the left, said curve having a radius of 21.50 feet, a delta of 17°19'14", and a chord bearing N.68°06'50"E. a distance of 6.47 feet to a point;

Thence N.59°27'12"E. a distance of 7.60 feet to a point;

Thence N.30°32'18"W. a distance of 84.92 feet to a point;

Thence N.37°58'06"W. a distance of 216.40 feet to a point also being the POINT OF BEGINNING.

Said easement contains 4078 square feet, more or less.

