

Project Name (Subdivision):
Baraya Subdivision No. 5

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Endurance Holdings, 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: Endurance Holdings LLC

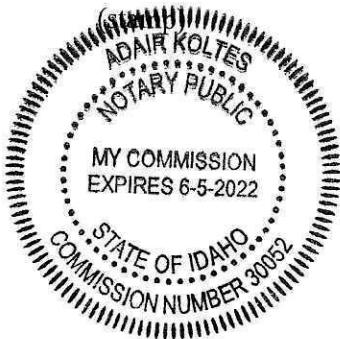

Corey Barton, Manager

STATE OF IDAHO)

County of Ada)

SS

This record was acknowledged before me on Aug. 12, 2020 (date) by Corey Barton
(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 Endurance Holdings 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 Signature

My Commission Expires: 6-05-22

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

DESCRIPTION FOR
BARAYA SUBDIVISION NO. 5
MERIDIAN REGIONAL PATHWAY EASEMENT

A portion of the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 15, T.3N., R.1W., B.M., Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the N1/4 corner of said Section 15 from which the NW corner of said Section 15 bears North 89°15'34" West, 2640.56 feet;

thence South 12°38'17" West, 988.29 feet to the easterly most corner of Lot 2, Block 14, said point also being an angle point on the southeasterly boundary line of Lot 1, Block 14 of Baraya Subdivision No. 3 as filed in Book 116 of Plats at Pages 17630 through 17634, records of Ada County, Idaho and the **REAL POINT OF BEGINNING**;

thence along the southeasterly boundary line of said Lot 1 North 63°49'38" East, 25.03 feet;

thence leaving said southeasterly boundary line South 29°02'07" East, 429.95 feet;

thence North 89°15'16" West, 28.80 feet;

thence North 29°02'07" West, 416.89 feet to the **REAL POINT OF BEGINNING**.



S.9 S.10
S.16 S.15

BASIS OF BEARING
N89°15'34"W 2640.56'

W. FRANKLIN ROAD

1/4 S.10
S.15

S. BLACK CAT ROAD

S12°38'17"W
988.29'

BARAYA SUBDIVISION
NO. 3

BLOCK 14

RPOB
SE CORNER
LOT 2, BLK 14

N63°49'38"E
25.03'

S. SUNSET POINT AVE.

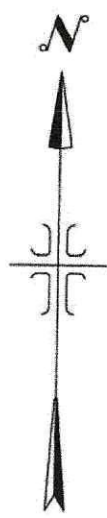
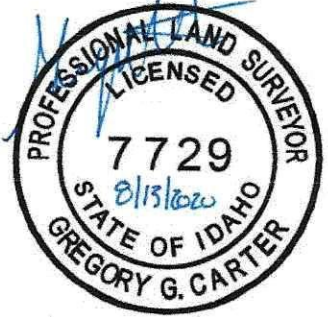
BLOCK 14

N29°02'07"W 416.89'

S29°02'07"E 429.95'

BARAYA
SUBDIVISION
NO. 4


N89°15'16"W
28.80'



SCALE: 1" = 80'

UNPLATTED

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**IDAHO
SURVEY
GROUP, LLC**

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT 3 DRAWING FOR
BARAYA SUBDIVISION NO. 5
MERIDIAN REGIONAL PATHWAY EASEMENT

LOCATED IN THE NE 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE NE 1/4 OF
SECTION 15, T.3N., R.1W., B.M., MERIDIAN, ADA COUNTY, IDAHO

JOB NO. 20-156
SHEET NO. 1
DWG. DATE 8/13/2020