

Project Name (Subdivision):

Pathway Easement Sutherland Farms No. 5 - Lot 90/ Block 11

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Sutherland Farms HOA, 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: Jason Attinger



Board President, Sutherland Farms HOA

STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 4/20/21 (date) by JASON ATTINGER (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 SUTHERLAND FARMS HOA (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)




Notary Signature
My Commission Expires: 8/2/2021
Residence At: Meridian, ID

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

Legal Description

This common area lot is legally described as all of Lot 90, Block 11, Sutherland Farms Subdivision No. 5 as depicted on the Plat recorded in Book 94, Pages 11433 through 11435 in the office of the Recorder, Ada County Idaho.

EX 9A 10/14/22

LEGEND

- Brass Cap Monument
- Found 5/6" Iron Pin, GA LEE PE/LS 3200 unless otherwise noted
- Found 1/2" Iron Pin, GA LEE PE/LS 3200 unless otherwise noted
- Nothing Set, Point Lies in the Center of the Ridgepole Canal
- Set 5/6" 30" Iron Pin with Plastic Cap, GA LEE PE/LS 3200
- Reference Monument, Set 5/6" 30" Iron Pin with Plastic Cap, GA LEE PE/LS 3200
- Witness Corner, Set 5/6" 30" Iron Pin with Plastic Cap, GA LEE PE/LS 3200
- Set 1/2" 24" Iron Pin with Plastic Cap, GA LEE PE/LS 3200
- Boundary Line
- Centerline of Public Street
- Let Line
- Section Line
- Public Utilities Easement dimensioned as shown.

PLAT SHOWING
SUTHERLAND FARM SUBDIVISION NO. 5
A PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21
TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN
IDAHO
2006

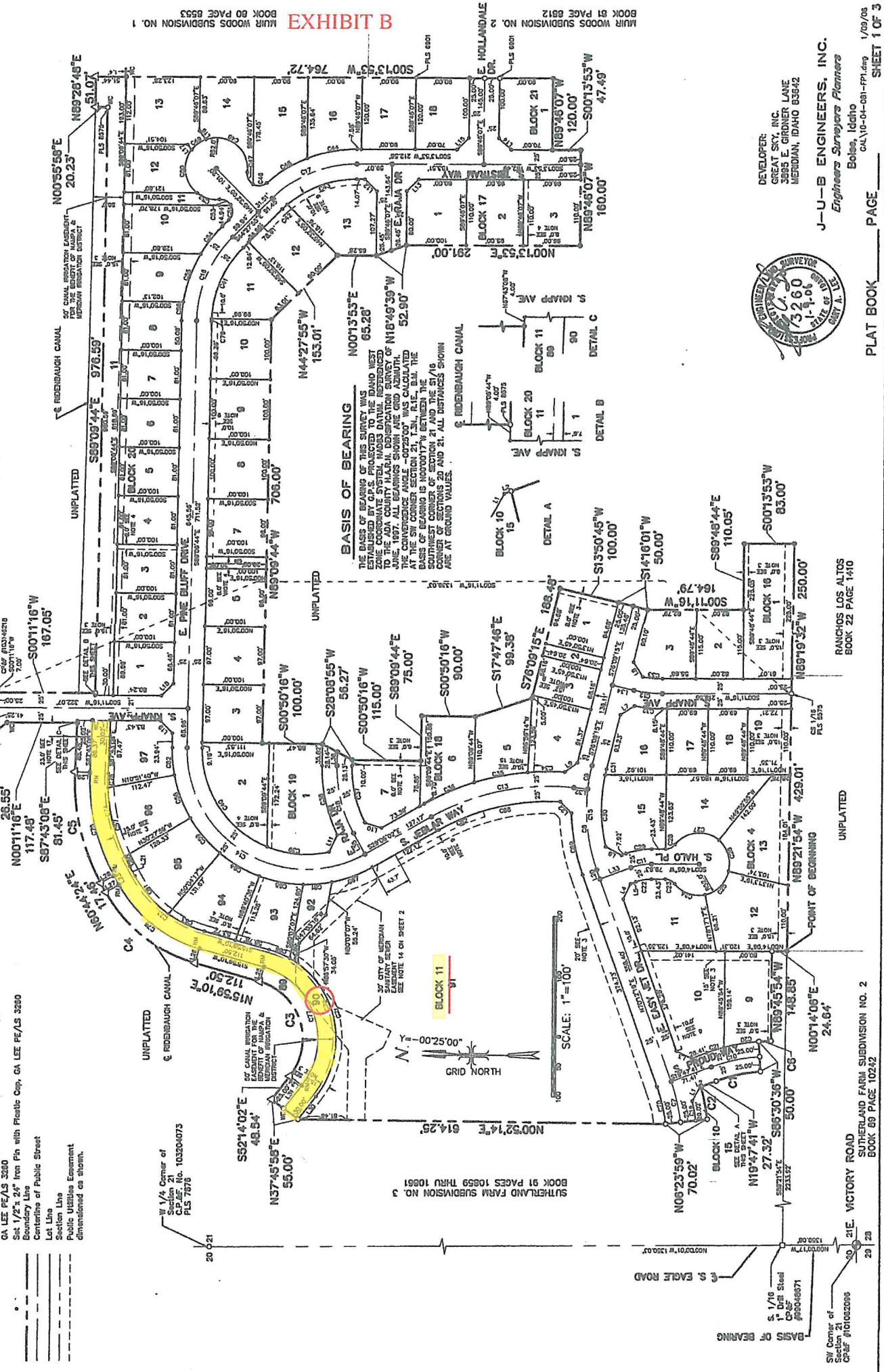


EXHIBIT B
MUIR WOODS SUBDIVISION NO. 1
BOOK 80 PAGE 8553
MUIR WOODS SUBDIVISION NO. 2
BOOK 81 PAGE 8812



DEVELOPER:
GREAT SKY, INC.
3895 E. GRIDER LANE
MERIDIAN, IDAHO 83642

J-U-B ENGINEERS, INC.
Engineers Surveyors Planners
Boise, Idaho
CAL\10-01-001-FPI.dwg 1/03/03
SHEET 1 OF 3

RANCHOS LOS ALTOS
BOOK 22 PAGE 1410

UNPLATTED
SUTHERLAND FARM SUBDIVISION NO. 2
BOOK 89 PAGE 10242

21E. VICTORY ROAD