

ESMT-2022-0245 Prevail Subdivision No. 3 _____

PEDESTRIAN PATHWAY EASEMENT _____

THIS AGREEMENT, made this 11th day of October, 2022, between Triple D Development Inc., 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.

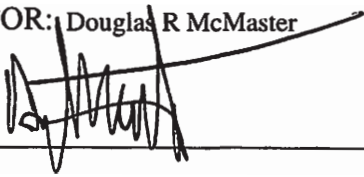
THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

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: Douglas R McMaster



STATE OF IDAHO)

) ss

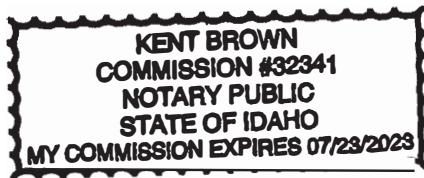
County of Ada)

This record was acknowledged before me on 22nd September (date) by Douglas R McMaster (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 Triple D Development Inc (name of entity on behalf of whom record was executed), in the following representative capacity: Director (type of authority such as officer or trustee)

(stamp)



Notary Signature
My Commission Expires: July 13, 2023



GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 10-11-2022

Attest by Chris Johnson, City Clerk 10-11-2022

STATE OF IDAHO,)

: ss.

County of Ada)

This record was acknowledged before me on 10-11-2022 (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 Signature

My Commission Expires: 3-28-2028

EXHIBIT A

DESCRIPTION FOR PREVAIL SUBDIVISION NO. 3 CITY OF MERIDIAN PATHWAY EASEMENT

A portion of Gov't Lot 1 of Section 31, T.3N., R.1E., B.M., Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the W1/4 corner of said Section 31 from which the NW corner of said Section 31 bears North 0°37'56" East, 2641.54 feet;

thence along the West boundary line of said Section 31 North 0°37'56" East, 1,320.77 feet;

thence leaving said West boundary line North 89°39'29" East, 80.01 feet to the NW corner of Lot 1, Block 1 of Prevail Subdivision No. 1 as filed in Book 120 of Plats at Page 18715, records of Ada County, Idaho, said point being on the East right-of-way line of S. Meridian Road and the **REAL POINT OF BEGINNING**;

thence along said East right-of-way line North 00°37'56" East, 207.00 feet;

thence North 89°39'29" East, 14.00 feet;

thence South 00°37'56" West, 207.00 feet;

thence South 89°39'29" West, 14.00 feet to the **REAL POINT OF BEGINNING**.



**IDAHO
SURVEY
GROUP, LLC**

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8370

P:\Pravall Subdivision No 3 (Pravall North Sec) 21-025\dwg\Pravall Sub No 3_21-025_Exhibit1_Pathway Easement.dwg 9/30/2021 12:15:04 PM

EXHIBIT --- DRAWING FOR CITY OF MERIDIAN PATHWAY EASEMENT PREVAIL SUBDIVISION NO. 3 LOCATED IN GOV'T LOT 1 OF SECTION 31, T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO	JOB NO. 21-025 SHEET NO. 1 OF 1 DWG. DATE 9/28/2021
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A circular professional seal for a land surveyor. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR" at the top and "GREGORY G. CARTER" at the bottom. The inner ring contains "STATE OF IDAHO" at the top and "7729" in the center. A date "9/30/21" is stamped over the license number. A blue ink signature is written across the seal.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°39'29"E	80.01

