

Project Name (Subdivision):

Holiday Inn Express

**PEDESTRIAN PATHWAY EASEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Hotel Developers-Meridian HIX, 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:

Rusty Landon

STATE OF IDAHO )  
 ) ss  
 County of Ada )

This record was acknowledged before me on 11-30-21 (date) by Rusty Landon (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 Hotel Developers-Meridian Hill (name of entity on behalf of whom record was executed), in the following representative capacity: manager (type of authority such as officer or trustee)



Alana D. Clements  
 Notary Signature  
 My Commission Expires: 5-17-25

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: \_\_\_\_\_

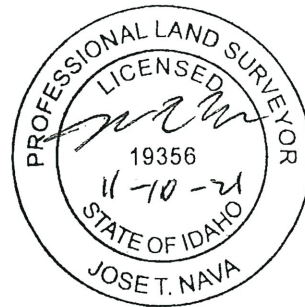
# EXHIBIT A

## PEDESTRIAN PATHWAY EASEMENT

Part of Parcel B of a Deed as recorded in Instrument No. 2020078300 located in the NW ¼ & the SE ¼ Section 17, Township 3 North Range 1 East, B.M., Ada County, Idaho described as:

Beginning at the Southeast corner of said Parcel B; Thence, S 53° 30' 37" W 14.18 feet along the North Right-Of-Way line of East Freeway Drive; Thence, N 27° 13' 04" W 389.25 feet; Thence, N 00° 05' 26" E 11.38 feet; Thence, S 89° 54' 34" E 9.88 feet to the Northwesterly extension of the East line of said Lot 23; Thence along said extension and said East line, S 27° 13' 04" E 392.82 to the point of beginning;

parcel contains 0.13 acres, more, or less.



SHEET NO.  
1  
OF 2 SHEETS

### EXHIBIT A INNTRUSTED LLC MERIDIAN

SEC. 17, T. 3 N., R. 1 E.B.M.  
ADA COUNTY, IDAHO

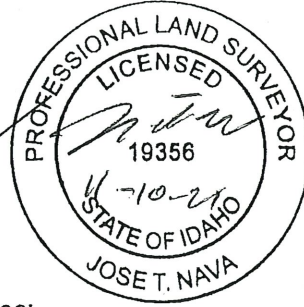
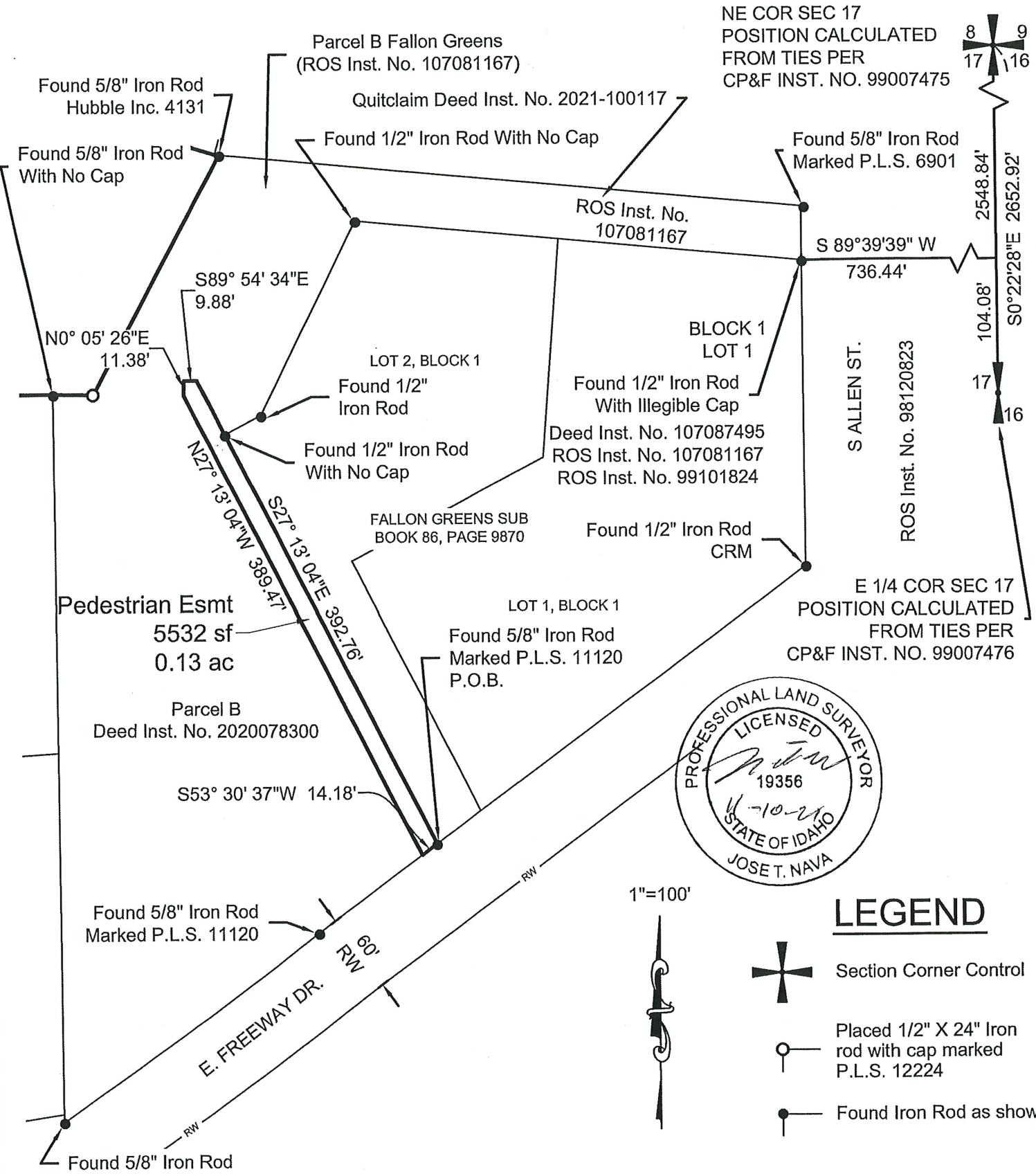
DRAWN BY	DESIGN BY	CHECK BY
SJ	HLE	CGS
JOB NO: 2021-335		
DATE: November 10, 2021		
REVISIONS	DATE	



CIVIL & STRUCTURAL ENGINEERING  
MATERIALS TESTING & LAND SURVEYING  
101 S. Park Avenue, Idaho Falls, ID 83402, (208)524-0212  
800 W. Judicial Street, Blackfoot, ID 83221, (208) 785-2977

# EXHIBIT B




NE COR SEC 17  
POSITION CALCULATED  
FROM TIES PER  
CP&F INST. NO. 99007475



1"=100'



## LEGEND

-  Section Corner Control
-  Placed 1/2" X 24" Iron rod with cap marked P.L.S. 12224
-  Found Iron Rod as shown

SHEET NO.  
2  
OF 2 SHEETS

EXHIBIT B  
INSTRUSTED LLC MERIDIAN  
SEC. 17, T. 3 N., R. 1 E.B.M.  
ADA COUNTY, IDAHO

DRAWN BY	DESIGN BY	CHECK BY
SJ	HLE	CGS
JOB NO: 2021-335		
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