

Project Name (Subdivision):

Idaho Fine Arts Academy

PEDESTRIAN PATHWAY EASEMENT

dba West Ada School District

THIS AGREEMENT, made this _____ day of _____, 20____, between Joint School District No. 2 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:

Mary Ann Ranells

Mary Ann Ranells, Superintendent

STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on 12-15-22 (date) by Mary Ann Ranells (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 West Ada School District (name of entity on behalf of whom record was executed), in the following representative capacity: Superintendent (type of authority such as officer or trustee)

(stamp)



Cheri R. Newbold

Notary Signature

My Commission Expires: 2-11-22

GRANTEE: CITY OF MERIDIAN

Robert 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 Simison and Chris Johnson behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature

My Commission Expires: _____



November 30, 2020
Project No.: 120044

EXHIBIT "A"
CITY of MERIDIAN
WEST ADA SCHOOL DISTRICT

PATHWAY EASEMENT

A 15 foot-wide easement being a portion of Lot 1, Block 1 of Bengal Parking Subdivision, as same is shown on the official plat thereof, recorded in Book 116, Page 17551, Ada County records, situate in the Southeast Quarter of Section 18, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the South One Quarter corner of said Section 18 (from which the Center Quarter of said Section 18 bears North 00°27'14" East, 2650.88 feet distant); thence on the north-south mid-section line of said Section 18, North 00°27'14" East, 2152.73 feet, to a point; thence leaving said mid-section line, South 89°32'46" East, 75.30 feet to a point of curvature on the easterly line of an existing 15 foot-wide pathway easement, recorded as Instrument No. 2019-063731, Ada County records **AND the POINT OF BEGINNING:**

Thence 6.11 feet on the arc of a curve to the right, having a radius of 65.00 feet, a central angle of 05° 22' 53", and whose long chord bears North 41° 46' 44" East, 6.10 feet

Thence North 44° 28' 11" East, 37.76 feet to a point of curvature;

Thence 27.49 feet on the arc of a curve to the left, having a radius of 35.00 feet, a central angle of 45° 00' 00", and whose long chord bears North 21° 58' 11" East, 26.79 feet;

Thence North 00° 31' 49" West, 16.58 feet to a point on the southerly line of said 15 foot-wide pathway easement;

Thence on said southerly line, North 87° 02' 15" East, 15.01 feet;

Thence leaving said southerly line, South 00° 31' 49" East, 17.22 feet to a point of curvature;

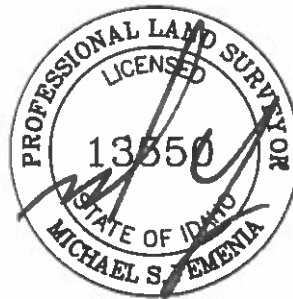
Thence 39.27 feet on the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 45° 00' 00", and whose long chord bears South 21° 58' 11" West, 38.27 feet;

Thence South 44° 28' 11" West, 37.76 feet to a point of curvature;

Thence 39.27 feet on the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 45° 00' 00", and whose long chord bears South 21° 58' 11" West, 38.27 feet, to a point on said easterly line of an existing 15 foot-wide pathway easement; Thence on said easterly line, North 00° 37' 37" West, 41.45 feet to the **POINT OF BEGINNING**.

The above described easement contains 1,573 Ft² (0.036 Acres), more or less.

PREPARED BY:
The Land Group, Inc.
Michael Femenia, PLS



12/01/2020

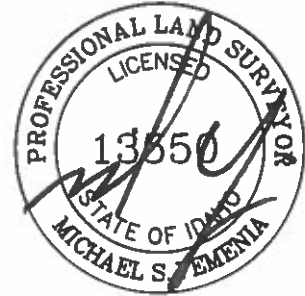
Pathway Easement

for

City of Meridian

Being a Portion of Lot 1, Block 1
of Bengal Parking Subdivision

Situate in the SE 1/4 of Section 18
Township 3 North, Range 1 East, Boise Meridian
City of Meridian, Ada County, Idaho
2020



12/01/2020

Line Table

LINE	BEARING	LENGTH
L1	N44°28'11"E	37.76'
L2	N00°31'49"W	16.58'
L3	N87°02'15"E	15.01'
L4	S00°31'49"E	17.22'
L5	S44°28'11"W	37.76'
L6	N00°37'37"W	41.45'

Curve Table

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	6.11'	65.00'	5°22'53"	N41°46'44"E	6.10'
C2	27.49'	35.00'	45°00'00"	N21°58'11"E	26.79'
C3	39.27'	50.00'	45°00'00"	S21°58'11"W	38.27'
C4	39.27'	50.00'	45°00'00"	S21°58'11"W	38.27'

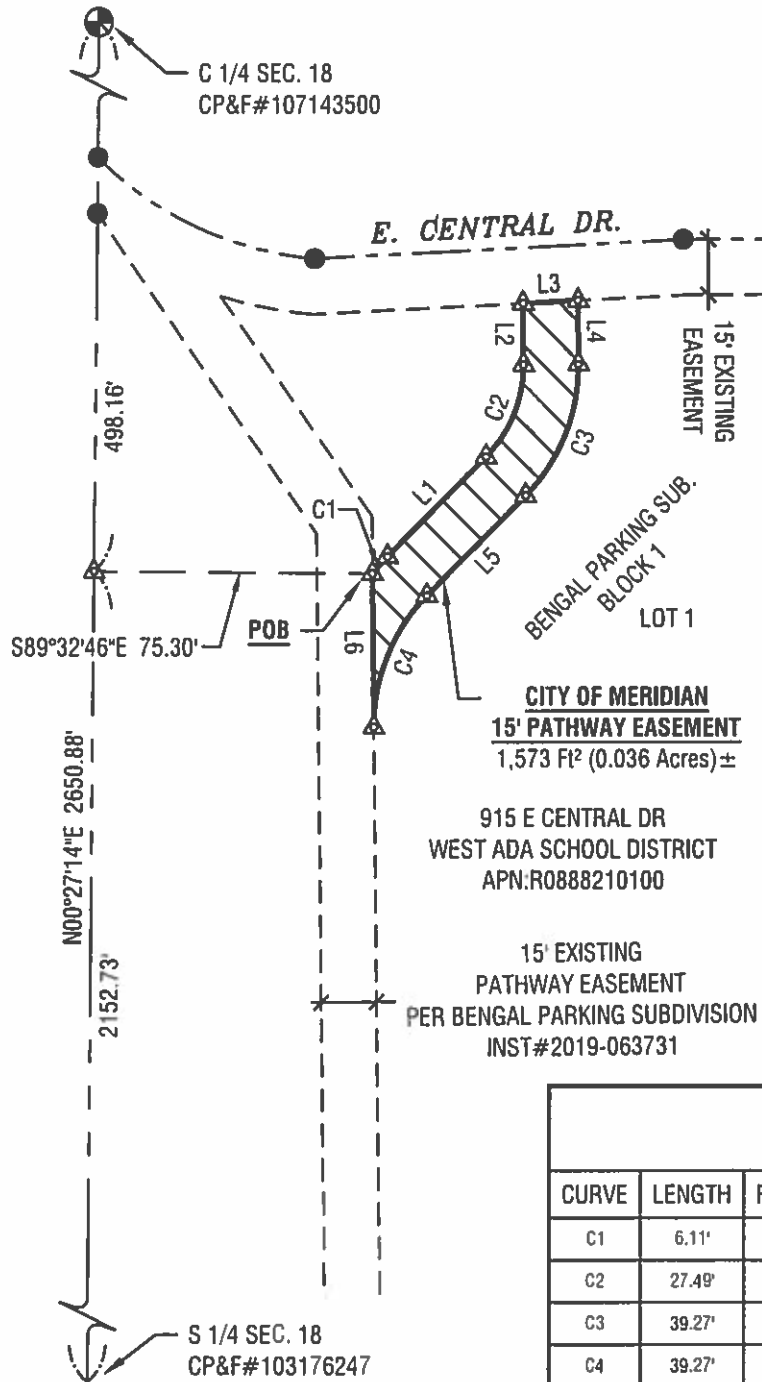


Exhibit "B"

Horizontal Scale: 1" = 50'



Project No.: 120044

Date of Issuance: December 1, 2020



Pathway Easement
City of Meridian
West Ada School District