

Project Name (Subdivision):
Volterra South Commercial Subdivision

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Bridgetower Investments, 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.

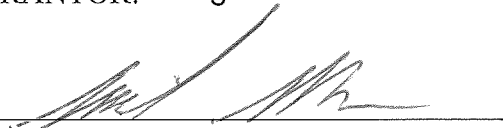
THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

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: Bridgetower Investments, LLC

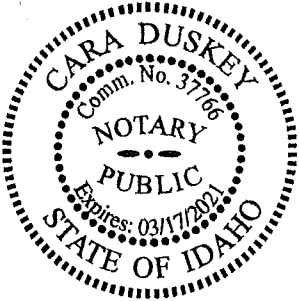
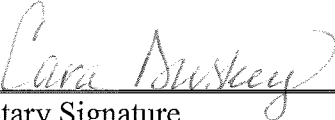


Mike McCollum, Manager

STATE OF IDAHO)
) ss
 County of Ada)

This record was acknowledged before me on July 15, 2020 (date) by Mike McCollum (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 Bridgetower Investments, 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)

(stamp)

Notary Signature
 My Commission Expires: 3/17/20

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

VOLTERRA SOUTH COMMERCIAL SUBDIVISION PATHWAY EASEMENT

Date: July 16, 2020

A parcel of land being a portion of the NE1/4 NE1/4 of Section 34, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the N1/16 corner common to Sections 34 and 35, monumented by an aluminum cap (Corner Record No. 2017-116132), from which the northeast corner of said Section 34, monumented by an aluminum cap (Corner Record No. 2016-064167), bears North 00°52'46" East, a distance of 1315.57 feet;

Thence North 89°06'34" West, coincident with the north line of the NE1/4 NE1/4 of said Section 34, a distance of 46.00 feet to a point on westerly right of way line of North Ten Mile Road as established by Warranty Deed Instrument No. 2016-116335;

Thence North 00°52'46" East, coincident with said westerly right of way line, a distance of 56.00 feet, to the **POINT OF BEGINNING**;

Thence, leaving said westerly right of way line, North 89°06'34" West, on a line that is parallel with and 56.00 feet northerly of said north line, a distance of 409.57 feet;

Thence North 00°50'04" East, on a line that is parallel with and 56.00 feet easterly of the east boundary line of Volterra Heights Subdivision as recorded in Book 107, Page 14296-114928 in the records of Ada County, a distance of 369.87 feet, to a point on the southerly right of line of North Vicenza Way as platted by the plat of said Volterra Heights Subdivision;

Thence coincident with said southerly right of way for the following three courses:

Thence South 89°09'56" East, a distance of 6.00 feet;

Thence North 00°50'04" East, a distance of 31.09 feet, to the beginning of a non-tangent curve to the left;

Thence southeasterly along the arc of said curve to the left, an arc distance of 23.44 feet, said curve having a radius of 630.50 feet, a central angle of 02°07'48", and a chord bearing of South 78°05'53" East, a distance of 23.44 feet to the northeast corner of the White Drain Easement recorded under instrument no. 113027259 in the records of Ada County;

Thence South 00°50'04" West, coincident with the easterly line of said White Drain Easement, a distance of 367.05 feet;

Thence South 89°07'23" East, continuing coincident with said White Drain Easement, a distance of 380.60 feet to a point on said westerly right of way line of North Ten Mile Road;

Thence South 00°52'46" West, coincident with said westerly right of way line, a distance of 29.53 feet to the **POINT OF BEGINNING**.

The above described parcel contains 22,610 square feet or 0.52 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is North 00°52'46" East between the N1/16 corner common to Sections 34 and 35 and the northeast corner of said Section 34.

Travis P. Foster, P.L.S.

License No. 10729

End of Description



EXHIBIT B

NE CORNER
SECTION 34
ALUMINUM CAP
CORNER RECORD
NO. 016-064167



$\Delta = 2^{\circ}07'48''$
 $R = 630.50'$
 $L = 23.44'$
 CHORD = $S78^{\circ}05'53''E, 23.44'$

N. VICENZA WAY

$N0^{\circ}50'04''E$ 31.09'
 $S89^{\circ}09'56''E$ 6.00'

VOLTERRA HEIGHTS
SUBDIVISION

WHITE DRAIN EASEMENT,
INSTRUMENT NO. 113027259.

56'
85'
29'

$N3^{\circ}04'50''E$ 369.87'
 $S0^{\circ}50'04''W$ 367.05'

PROPOSED VOLTERRA
SOUTH COMMERCIAL
SUBDIVISION

N. TEN MILE RD.
 $N0^{\circ}52'46''E$ 1315.57'
 BASIS OF BEARING

$S89^{\circ}07'23''E$ 380.60'

$N89^{\circ}06'34''W$ 409.57'

$N89^{\circ}06'34''W$ 2651.15'

POINT OF BEGINNING

$N0^{\circ}52'46''E$ 56.00'

$S0^{\circ}52'46''W$ 29.53'

N1/16 CORNER
SECTIONS 34 & 35
ALUMINUM CAP
CORNER RECORD
NO. 2017-116132

CN1/16 CORNER
SECTION 34
ALUMINUM CAP
CORNER RECORD
NO. 2017-116130



FINAL PLAT OF
DRAWBRIDGE SUBDIVISION

SHEET NUMBER
2 OF 2

**EXHIBIT FOR
PATHWAY EASEMENT**
BRIDGETOWER INVESTMENTS LLC.
VOLTERRA SOUTH COMMERCIAL SUBDIVISION

DRAWING INFO
0019249.00
0013597W-CX-PT02
1" = 80'

SHEET INFO
DRAWN WAC
CHECKED TF
LAST EDIT 7/16/2020
PLOT DATE 5/18/2020

