

Project Name (Subdivision):

Northpoint Recovery Center

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between Pine 43 Holdings 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:

[Signature]

STATE OF IDAHO)

County of Ada)

This record was acknowledged before me on 4/20/21 (date) by Jason Roudabush (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 Pine 43 Holdings LLC (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)

(stamp)



Regina Lynn Estenfelder, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

[Signature]
Notary Signature

My Commission Expires: none

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



February 26, 2021

PATHWAY EASMENT LEGAL DESCRIPTION

A parcel of land located in the NW1/4 of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Idaho, and being and comprising all Pine 43 Parcel B as shown on Amended Record of Survey No. 12629, Instrument No. 2020-168182 recorded on December 7, 2020 in the Office of the Ada County Recorder, and being more particularly described as follows:

COMMENCING at a found 2.5" aluminum cap stamped "PLS 7880" for the C1/4 Corner of said Section 8, (Corner Monument Record 2019-055315), **WHENCE** a found 3.5" brass cap for the E1/4 Corner of said Section 8, (Corner Monument Record 2020-052069), bears South 89°54'47" East a distance of 2615.03 feet;

THENCE North 0°33'41" East a distance of 45.21 feet to a found 5/8" rebar and yellow plastic cap stamped "JUB PLS 16642" a point conterminous with the northerly Right of Way line of E. Pine Avenue and identical to the southeast corner of said Pine 43 Parcel B;

THENCE coincident with the southerly line of said Pine 43 Parcel B, South 89°53'41" West a distance of 8.00 feet to the **POINT OF BEGINNING**;

THENCE coincident with the said southerly line, South 89°53'41" West a distance of 14.00 feet;

THENCE leaving said southerly line, North 0°29'40" East a distance of 372.55 feet to the northerly line of said Pine 43 Parcel B;

THENCE coincident with said northerly line, South 80°31'44" East a distance of 14.17 feet;

THENCE leaving said northerly line, South 0°29'40" West a distance of 370.20 feet; to the **POINT OF BEGINNING**.

The above described parcel contains 5199.25 square feet or 0.12 acres, more or less.

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

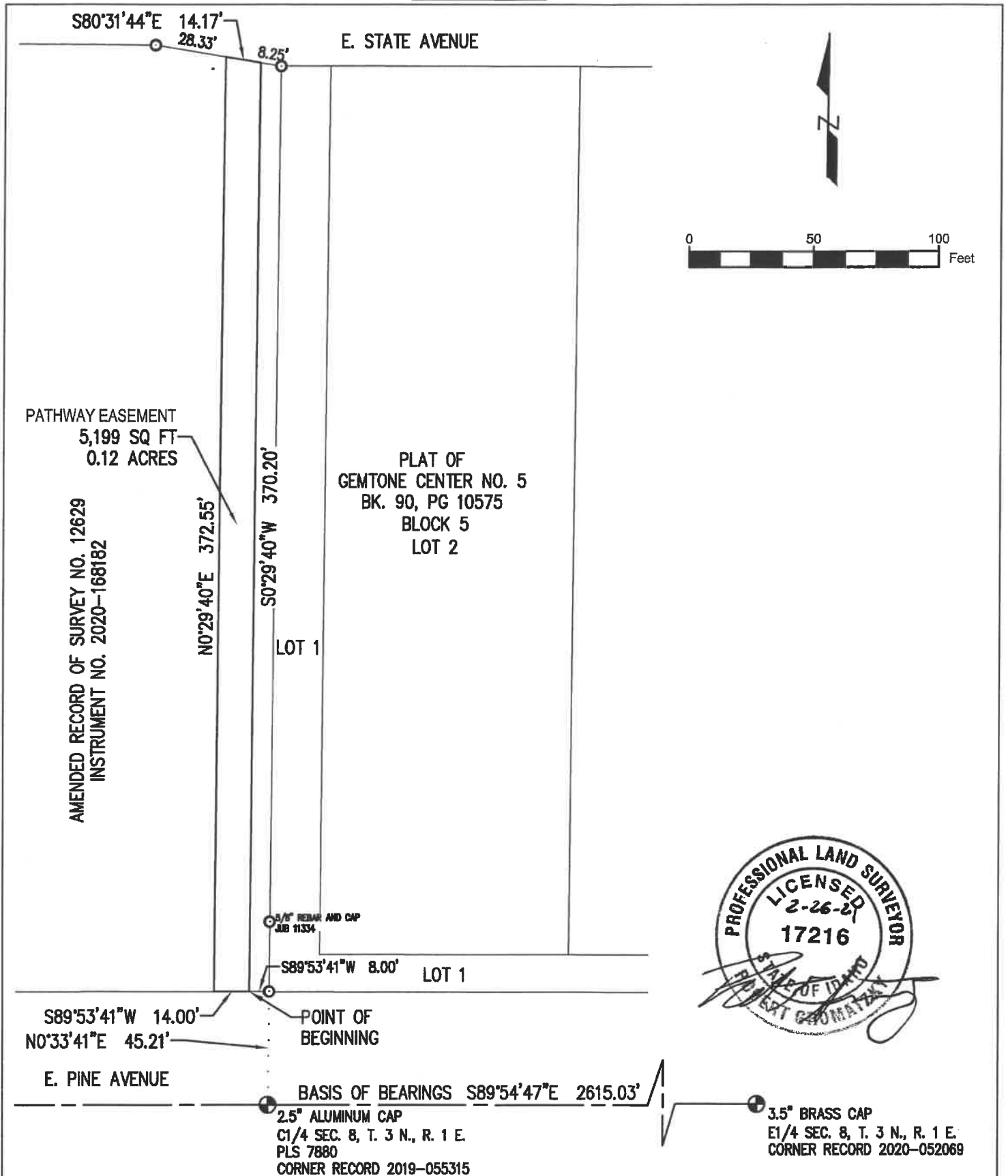
The basis of bearing for this parcel is South 89°54'47" East between the Center 1/4 corner and the East 1/4 corner of said Section 8.

Robert Gromatzky, P.L.S.
End of Description

License No. 17216



EXHIBIT B



SHEET NUMBER 2 of 2	EXHIBIT FOR PATHWAY EASEMENT NORTHPOINT NORTHPOINT	DRAWING INFO B0000193.00 LEGAL_PATHWAY 1"=50'	SHEET INFO DRAWN RG CHECKED RG LAST EDIT 2/26/2021 PLOT DATE	NIV5 766 SW Barnes Rd, Suite 300 Portland, OR 97225 503-826-0455 www.NV6.com
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