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## PEDESTRIAN PATHWAY EASEMENT

THIS Easement Agreement made this___("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("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 covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or shrubs.

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 thereofagainst 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:

## STATE OF IDAHO )

County of Ada ) ${ }^{\text {ss }}$

This record was acknowledged before me on $\qquad$ (date) by $\qquad$ (name of individual), [complete the following ifsigning in a representative capacity, or strike the following if signing in an individual capacity] on behalf of $\qquad$ (name of entity on behalf of whom record was executed), in the following representative capacity: $\qquad$ (type of authority such as officer or trustee)

Notary Stamp Below

Notary Signature
My Commission Expires:

## 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 $\qquad$ (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 Stamp Below

$$
\begin{aligned}
& \text { Notary Signature } \\
& \text { My Commission Expires: } \\
& \hline
\end{aligned}
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