

E A S E M E N T

EXHIBIT “A”
LEGAL DESCRIPTION

THIS INDENTURE, Made this _____ day of _____, 2024, between Caldwell School District, parties of the first part; and **CITY OF CALDWELL**, a municipal corporation, situated in the County of Canyon, State of Idaho, party of the second part; WITNESSETH:

That the parties of the first part, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do by these presents grant forever unto the party of the second part, its successors and assigns, for the purpose of the right and obligation to maintaining a pathway, landscaping and/or related improvements within the Caldwell School District's property further described in Exhibit A, and to make said pathway available to the public without charge for recreational activities, with the necessary appurtenances thereto, and for accessing Grantee’s property, full and free right to enter upon the real property of the parties of the first part, said real property being described as follows:

See Exhibit “A”, attached hereto and made a part hereof

TOGETHER With the right of ingress and egress upon, over, under and across the property described in Exhibit “A,” as well as upon, over, under, and across the adjacent lands belonging to the parties of the first part, its successors and assigns, for all purposes related to accessing, constructing, operating, and maintaining the facilities for which this easement has been granted and the necessary appurtenances thereto.

This easement is made subject to the following conditions:

1. The easement described above is hereby perpetually reserved for use as a public pathway with ingress and egress across the Caldwell School District Property described in Exhibit A, and no structures or gates are to be erected within the limits of said easement.
2. The CITY OF CALDWELL shall have the right and obligation at any time to maintain said pathway and any other obstructions that may injure, endanger, or interfere with the utilization or maintenance of said pathway.

- 3. Any harm or injury associated with this pathway is the responsibility of the CITY OF CALDWELL and that the CITY OF CALDWELL will defend, indemnify and hold harmless the Caldwell School District from any harm or injury associated with its use.
- 4. The Caldwell School District hereby agrees to install and maintain lights on their property.
- 5. In exercising the rights granted herein, the CITY OF CALDWELL will not unreasonably interfere with the normal use of the school district property.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Caldwell School District

By: _____

Title: _____

STATE OF)
) ss.
County of)

On this _____ day of _____, in the year 2024, before me the undersigned, a Notary Public in and for said State personally appeared, _____, known or identified to me to be the _____ of the company that executed the foregoing instrument, or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

Notary Public
Residing at _____
My Commission Expires _____