

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space Above For Recorder's Use)

**TERMINATION OF ASSIGNMENT AND ASSUMPTION OF ACQUIRED EASEMENT
NO. 542 AND RE-CONVEYANCE OF ANY AND ALL RIGHTS, TITLE AND
INTEREST ACQUIRED BY ASSIGNEE TO ADA COUNTY**

This Termination of Assignment and Assumption of Acquired Easement No. 542 and Re-conveyance of Any and All Rights, Title and Interest Acquired by Assignee to Ada County is made this 5th day of July, 2016, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, whose address is 200 W. Front Street, Boise Idaho 83702 ("Ada County"), and the Foundation for Ada/Canyon Trail Systems, Inc., whose address is 5657 Warm Springs Avenue, Boise Idaho 83716 ("Assignee").

WHEREAS, Ada County is the holder of Acquired Easement No. 542 recorded in the Ada County Recorder's Office on June 15, 2000 as Instrument No. 100046552, a copy of which is attached hereto as Exhibit A and is deemed incorporated herein by reference, which Acquired Easement is for the purposes of providing a greenbelt pathway for the use of the general public; and

WHEREAS, the Assignee is the holder of an Assignment and Assumption of Acquired Easement No. 542, recorded in the Ada County Recorder's Office on August 4, 2010 as Instrument No. 110071924, a copy of which is attached hereto as Exhibit B and is deemed incorporated herein by reference, which assignment was given by Ada County to Assignee for Assignee to construct, improve and maintain the greenbelt pathway; and

WHEREAS, Assignee now desires to terminate that Assignment and Assumption of Acquired Easement No. 542 recorded as Instrument No. 110071924 and allow Ada County to resume the duties of maintenance and improvements to the greenbelt pathway pursuant to the provisions of Acquired Easement No. 542 as Assignee currently does not have the employees or equipment to perform the obligations of the assignment and assumption given by Ada County to Assignee and Ada County does have the employees and equipment to provide the maintenance and improvements to the greenbelt pathway.

**TERMINATION OF ASSIGNMENT AND ASSUMPTION OF ACQUIRED EASEMENT NO.
542 AND RE-CONVEYANCE OF ANY AND ALL RIGHTS, TITLE AND INTEREST
ACQUIRED BY ASSIGNEE TO ADA COUNTY – PAGE 1**

**Ada County
Board of Ada County Commissioners**

By: _____
Jim Tibbs, Commissioner

By: _____
Rick Yzaguirre, Commissioner

By: _____
David L. Case, Commissioner

ATTEST:

Christopher D. Rich, Ada County Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2016, before me a notary public, personally appeared David L. Case, Jim Tibbs, and Rick Yzaguirre, and known or identified to me, to be the County Commissioners of Ada County, that executed the said instrument, and acknowledged to me that Ada County executed the same.

Notary Public for Idaho
Residing _____
Commission Expires _____

EXHIBIT A

INSTRUMENT NO. 100046522

(3 pages – attached)

TERMINATION OF ASSIGNMENT AND ASSUMPTION OF ACQUIRED EASEMENT NO.
542 AND RE-CONVEYANCE OF ANY AND ALL RIGHTS, TITLE AND INTEREST
ACQUIRED BY ASSIGNEE TO ADA COUNTY – EXHIBIT A

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ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF

3 pg FEE 9 STATE OF IDAHO DEPUTY *J. Navarro*

2000 JUN 15 AM 9:14

STATE OF IDAHO

100046552

ACQUIRED EASEMENT NO. 542

KNOW ALL MEN BY THESE PRESENTS that the **DeCHAMBEAU FAMILY LIMITED PARTNERSHIP** and **KROMREI FAMILY LIMITED PARTNERSHIP**, c/o Jack R. DeChambeau and Colleen Mae Kromrei, of 12775 W. Silverbrook Street, Boise, Idaho 83713, (Grantor), does hereby give and grant unto **ADA COUNTY**, a political subdivision of the State of Idaho, at 650 Main Street, Boise, Idaho 83702 (Grantee), non-exclusively for use by the general public, a permanent greenbelt easement which can be a paved path for pedestrian, equestrian, and other non-motorized access, reserving to the Grantor any use not incompatible to the easement herein granted.

There are no implied easements across the Grantor's land to access this easement nor does either party guarantee any access to this easement.

A parcel of land being located in and/or across the S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 23, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

A strip of land twenty five (25) feet wide, all lying southerly of the following described survey line:

Commencing at the south one quarter ($\frac{1}{4}$) corner of Section 23, Township 4 North, Range 1 East, Boise Meridian, said corner marked by a brass cap; thence North 89°38'16" West a distance of 2,643.29 feet along the south boundary of said Section 23 to the southwest section corner of said Section 23, said corner marked by a brass cap; thence North 30°05'03" East a distance of 2,145.72 feet along a random line to an intersection point of the west DeChambeau property boundary and the original meander line of the south (left) bank of the former South Channel of the Boise River; thence along the west DeChambeau property boundary the following courses and distances; North 3°18'47" East, 386.73 feet; thence North 85°57'20" West, 468.43 feet to an iron pin; thence North 15°17'58" West, 374.76 feet to an iron pin; thence North 7°31'29" East, 127.13 feet to an iron pin, said iron pin being a point on the current ordinary high water line of the south (left) bank of the South Channel of the Boise River, said point also being the REAL POINT OF BEGINNING; thence along the said current ordinary high water line the following courses and distances to iron pins; South 84°03'17" East, 98.72 feet; thence North 68°13'17" East, 139.45 feet; thence South 81°23'58" East, 582.55 feet; thence North 84°55'20" East, 91.72 feet; thence South 72°23'29" East, 157.93 feet; thence South 42°34'50" East, 271.68 feet; thence South 66°06'10" East, 151.88 feet; thence South 43°22'56" East, 103.36 feet; thence South 40°52'14" East, 80.75 feet; thence South 66°05'08" East, 122.24 feet; thence South 45°50'14" East, 108.84 feet; thence South 62°09'34" East, 220.22 feet; thence South 61°26'26" East, 45.00 feet; thence North 86°42'58" East, 177.81 feet; thence North 54°31'18" East, 29.32 feet; thence South 85°56'59" East, 75.77 feet; thence South 83°41'27" East, 228.31 feet; thence South 61°38'34" East, 109.97 feet; thence South 65°50'47" East, 104.39 feet; thence South 51°30'32" East, 107.64 feet; thence South 60°57'18" East, 60.50 feet; thence South 13°45'38" East, 36.50 feet; thence South 36°59'32" East, 129.05 feet; thence South 45°20'58" East, 73.29 feet; thence South 73°36'01" East, 117.90 feet; thence South 57°35'07" East, 93.43 feet; thence South 55°26'36" East, 82.24 feet; thence South 61°30'06" East, 111.78 feet; thence South 66°54'41" East, 62.73 feet; thence South 29°10'29" East, 141.87 feet to a point on the east DeChambeau

property boundary, said point being the terminus of said easement, said easement being 3,906.84 feet, more or less, in length and containing 2.24 acres, more or less.

Unless agreed otherwise, this easement is granted subject to the condition that any public entity constructing or maintaining greenbelt improvements such as a paved bike path will also provide security fencing to protect the adjoining property. Such fencing will be at least 6 feet high with heavy gauge wire mesh and three strands of barb wire such as is standard at other locations of the greenbelt ("standard greenbelt security fencing").

It is understood and agreed that this easement location will change and coincide with any changes of the Boise River.

This easement was approved by the State Board of Land Commissioners on December 14, 1999.

TO HAVE AND TO HOLD the said easement unto **ADA COUNTY**, for the purposes herein above described its successors and assigns forever. If for any reason, the easement fails to be used for its intended use as a greenbelt for the benefit of the general public, this easement shall revert to the State of Idaho for the purpose of an unimproved public access easement.

IN WITNESS WHEREOF, DeChambeau Family Limited Partnership, has caused these presents to be duly executed by their signature.

ATTEST:

As Party of the First Part



JACK R. DeCHAMBEAU, Representative of
DeChambeau Family Limited Partnership

ACKNOWLEDGMENT

IN WITNESS WHEREOF, Kromrei Family Limited Partnership, has caused these presents to be duly executed by their signature.

ATTEST:

As Party of the First Part

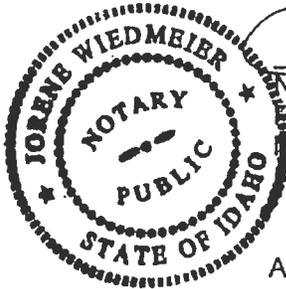




COLLEEN MAE KROMREI, Representative of
Kromrei Family Limited Partnership

STATE OF IDAHO)
(ss.
County of Ada

On this 24th day of April, 2000, before me, a Notary Public in and for said State of Idaho, personally appeared **JACK R. DeCHAMBEAU**, known or identified to me to be the representative of DeChambeau Family Limited Partnership whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of DeChambeau Family Limited Partnership.

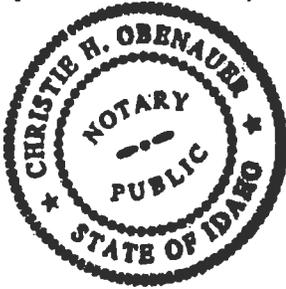


Jorene Wiedmeier
NOTARY PUBLIC for Idaho
Residing at: Meridian
My Commission Expires: 12/2/2000

ACKNOWLEDGMENT

STATE OF IDAHO)
(ss.
County of Ada

On this 20th day of April, 2000, before me, a Notary Public in and for said State of Idaho, personally appeared **COLLEEN MAE KROMREI**, known or identified to me to be the representative of Kromrei Family Limited Partnership whose name is subscribed to the within instrument and acknowledged to me that she executed the same on behalf of Kromrei Family Limited Partnership.



Christie H. Obenaus
NOTARY PUBLIC for Idaho
Residing at: Meridian, ID
My Commission Expires: 2/17/05

EXHIBIT B

INSTRUMENT NO. 110071924

(6 pages – attached)

TERMINATION OF ASSIGNMENT AND ASSUMPTION OF ACQUIRED EASEMENT NO.
542 AND RE-CONVEYANCE OF ANY AND ALL RIGHTS, TITLE AND INTEREST
ACQUIRED BY ASSIGNEE TO ADA COUNTY – EXHIBIT B

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ASSIGNMENT AND ASSUMPTION OF ACQUIRED EASEMENT NO. 542

THIS ASSIGNMENT AND ASSUMPTION of Acquired Easement No. 542 ("Assignment") is made this 27th day of July, 2010, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho ("Assignor"), and the Foundation for Ada/Canyon Trail Systems, Inc., 5657 Warm Springs Avenue, Boise, Idaho 83716-8700 ("Assignee").

WITNESSETH

WHEREAS, Assignor received Acquired Easement No. 542 from the DeChambeau Family Limited Partnership and Kromrei Family Limited Partnership; and

WHEREAS, the State Board of Land Commissioners approved Acquired Easement No. 542 on December 14, 1999, and

WHEREAS, Acquired Easement No. 542 was recorded on June 15, 2000 and given instrument number 100046552; and

WHEREAS, Acquired Easement No. 542 is for a permanent greenbelt which can be a paved path for pedestrian, equestrian, and other non-motorized access; and

WHEREAS, Assignee is an organization whose purpose is to enhance the quality of life throughout the Treasure Valley and to enhance the safety of recreationalists and commuters by providing and/or encouraging provisions for non-motorized use trail systems for the benefit of the general public; and

WHEREAS Assignee wishes to improve and maintain the greenbelt.

NOW THEREFORE, for good and valuable consideration, the Assignor and Assignee agree as follows:

1. The Assignor assigns and conveys to Assignee all rights and interests of the Assignor in Acquired Easement No. 542, a copy of which is attached hereto as Exhibit A and is deemed incorporated herein by reference.

2. Assignee hereby agrees that this Assignment and Assumption of Acquired Easement No. 542 is specifically conditioned on the Assignee's continued performance of all obligations contained in Acquired Easement No. 542. Assignee further agrees that Assignee shall assume all responsibilities and liabilities of the Assignor under Acquired Easement No. 542.

3. Assignee hereby acknowledges that Assignee's failure to comply with the terms of Acquired Easement No. 542, shall result in reversion of the rights and interest of Acquired Easement No. 542 to the Assignor.

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto on the day and year first written above.

ASSIGNOR:

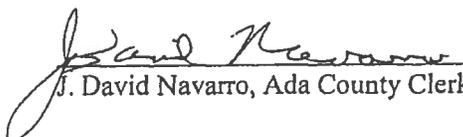
Board of Ada County Commissioners

By: 
Fred Tilman, Chairman

By: 
Sharon M. Ullman, Commissioner

By: _____
Rick Yzaguirre, Commissioner

ATTEST:


J. David Navarro, Ada County Clerk

ASSIGNEE:

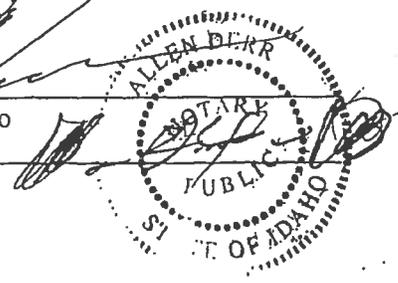
Foundation for Ada/Canyon Trail Systems, Inc.

By: Judy M. Peavey-Derr
Judy M. Peavey-Derr, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 19 day of APRIL, 2010, before me, a notary public, personally appeared Judy M. Peavey-Derr, known or identified to me to be the President of the Foundation for Ada/Canyon Trail Systems and acknowledged to me that she executed the this document on behalf of the Foundation for Ada/County Trail Systems, Inc.

Notary Public for Idaho
Commission Expires _____



ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF

STATE OF IDAHO

FEE *3.99* DEPUTY *J. Navarro*

STATE OF IDAHO

100046552

2000 JUN 15 AM 9:14

ACQUIRED EASEMENT NO. 542

KNOW ALL MEN BY THESE PRESENTS that the DeCHAMBEAU FAMILY LIMITED PARTNERSHIP and KROMREI FAMILY LIMITED PARTNERSHIP, c/o Jack R. DeChambeau and Colleen Mae Kromrei, of 12775 W. Silverbrook Street, Boise, Idaho 83713, (Grantor), does hereby give and grant unto ADA COUNTY, a political subdivision of the State of Idaho, at 650 Main Street, Boise, Idaho 83702 (Grantee), non-exclusively for use by the general public, a permanent greenbelt easement which can be a paved path for pedestrian, equestrian, and other non-motorized access, reserving to the Grantor any use not incompatible to the easement herein granted.

There are no implied easements across the Grantor's land to access this easement nor does either party guarantee any access to this easement.

A parcel of land being located in and/or across the S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 23, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

A strip of land twenty five (25) feet wide, all lying southerly of the following described survey line:

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EXHIBIT

A

property boundary, said point being the terminus of said easement, said easement being 3,906.84 feet, more or less, in length and containing 2.24 acres, more or less.

Unless agreed otherwise, this easement is granted subject to the condition that any public entity constructing or maintaining greenbelt improvements such as a paved bike path will also provide security fencing to protect the adjoining property. Such fencing will be at least 6 feet high with heavy gauge wire mesh and three strands of barb wire such as is standard at other locations of the greenbelt ("standard greenbelt security fencing").

It is understood and agreed that this easement location will change and coincide with any changes of the Boise River.

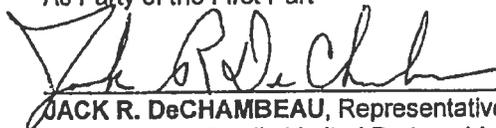
This easement was approved by the State Board of Land Commissioners on December 14, 1999.

TO HAVE AND TO HOLD the said easement unto **ADA COUNTY**, for the purposes herein above described its successors and assigns forever. If for any reason, the easement fails to be used for its intended use as a greenbelt for the benefit of the general public, this easement shall revert to the State of Idaho for the purpose of an unimproved public access easement.

IN WITNESS WHEREOF, DeChambeau Family Limited Partnership, has caused these presents to be duly executed by their signature.

ATTEST:

As Party of the First Part



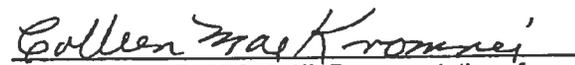
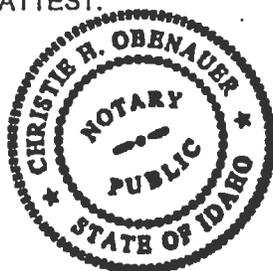
JACK R. DeCHAMBEAU, Representative of
DeChambeau Family Limited Partnership

ACKNOWLEDGMENT

IN WITNESS WHEREOF, Kromrei Family Limited Partnership, has caused these presents to be duly executed by their signature.

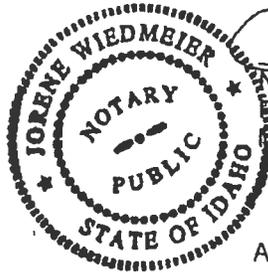
ATTEST:

As Party of the First Part


COLLEEN MAE KROMREI, Representative of
Kromrei Family Limited Partnership

STATE OF IDAHO)
(ss.
County of Ada)

On this 24th day of April, 2000, before me, a Notary Public in and for said State of Idaho, personally appeared **JACK R. DeCHAMBEAU**, known or identified to me to be the representative of DeChambeau Family Limited Partnership whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of DeChambeau Family Limited Partnership.

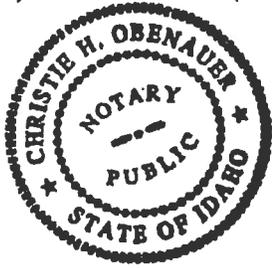


Jorne Wiedmeier
NOTARY PUBLIC for Idaho
Residing at: Meridian
My Commission Expires: 12/2/2000

ACKNOWLEDGMENT

STATE OF IDAHO)
(ss.
County of Ada)

On this 20th day of April, 2000, before me, a Notary Public in and for said State of Idaho, personally appeared **COLLEEN MAE KROMREI**, known or identified to me to be the representative of Kromrei Family Limited Partnership whose name is subscribed to the within instrument and acknowledged to me that she executed the same on behalf of Kromrei Family Limited Partnership.



Christie H. Obenauer
NOTARY PUBLIC for Idaho
Residing at: Mt. Home, ID
My Commission Expires: 2/17/16