

Project Name or Subdivision Name:
Apex Northwest Subdivision No. 6

For Internal Use Only ESMT-2026-0069
Record Number: _____

PEDESTRIAN PATHWAY EASEMENT

THIS Easement Agreement made this _____ day of _____ 20____ between
Smith Brighton Inc. _____ ("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 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.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

SMITH BRIGHTON INC.
an Idaho corporation

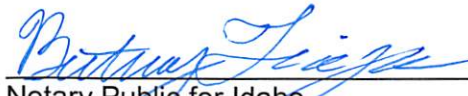


By: Robert L. Phillips
Its: President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 18th day of March, in the year of 2026, before me a Notary Public of the State, personally appeared Robert L. Phillips, known or identified to me to be the President of Smith Brighton Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho
My Commission expires 02/12/2032

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.

Notary Stamp Below

Notary Signature

My Commission Expires: _____

March 18, 2026
Project No.: 24-164
Apex Northwest Subdivision No. 6
City of Meridian Pathway Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian pathway easement being a portion of Lot 1, Block 5 of Shafer View Terrace Subdivision (Book 128 of Plats at Pages 20722-20730, records of Ada County, Idaho) situated in the Northeast 1/4 of the Southwest 1/4 of Section 31, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at an aluminum cap marking the Center 1/4 corner of said Section 31, which bears N00°17'55"E a distance of 1,343.01 feet from an aluminum cap marking Southeast corner of said Northeast 1/4 of the Southwest 1/4 (Center-South 1/16 corner), thence following the northerly line of said Northeast 1/4 of the Southwest 1/4, S89°57'15"W a distance of 553.19 feet;
Thence leaving said northerly line, S00°02'45"E a distance of 31.50 feet to the **POINT OF BEGINNING**.

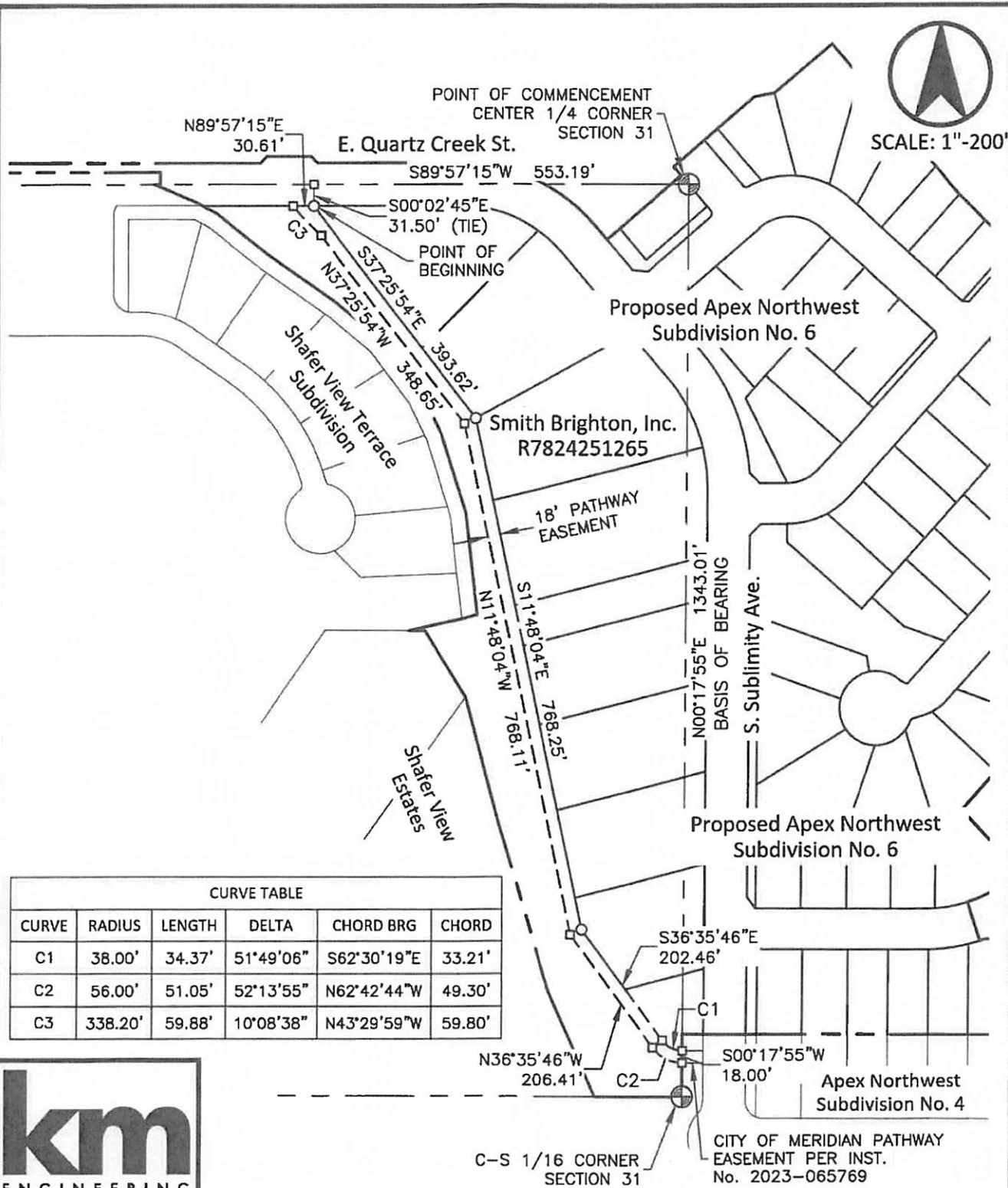
Thence S37°25'54"E a distance of 393.62 feet;
Thence S11°48'04"E a distance of 768.25 feet;
Thence S36°35'46"E a distance of 202.46 feet;
Thence 34.37 feet along the arc of a curve to the left, said curve having a radius of 38.00 feet, a delta angle of 51°49'06", a chord bearing of S62°30'19"E and a chord distance of 33.21 feet to the subdivision boundary of Apex Northwest Subdivision No. 4 (Book 130 of Plats at Pages 21353-21357, records of Ada County, Idaho);
Thence following said subdivision boundary, S00°17'55"W a distance of 18.00 feet;
Thence leaving said subdivision boundary, 51.05 feet along the arc of a curve to the right, said curve having a radius of 56.00 feet, a delta angle of 52°13'55", a chord bearing of N62°42'44"W and a chord distance of 49.30 feet;
Thence N36°35'46"W a distance of 206.41 feet;
Thence N11°48'04"W a distance of 768.11 feet;
Thence N37°25'54"W a distance of 348.65 feet;
Thence 59.88 feet along the arc of a curve to the left, said curve having a radius of 338.20 feet, a delta angle of 10°08'38", a chord bearing of N43°29'59"W and a chord distance of 59.80 feet to the southerly right-of-way line of E. Quartz Creek St.;
Thence following said southerly right-of-way line, N89°57'15"E a distance of 30.61 feet to the **POINT OF BEGINNING**.

Said easement contains a total of 25,566 square feet (0.587 acres), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



P:\24-164\SURVEY\CAD\EXHIBITS\24-164 MERIDIAN PATHWAY EASEMENT.DWG, AARON BALLARD, 3/18/2026, DWG TO PDF.PC3, ---



km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

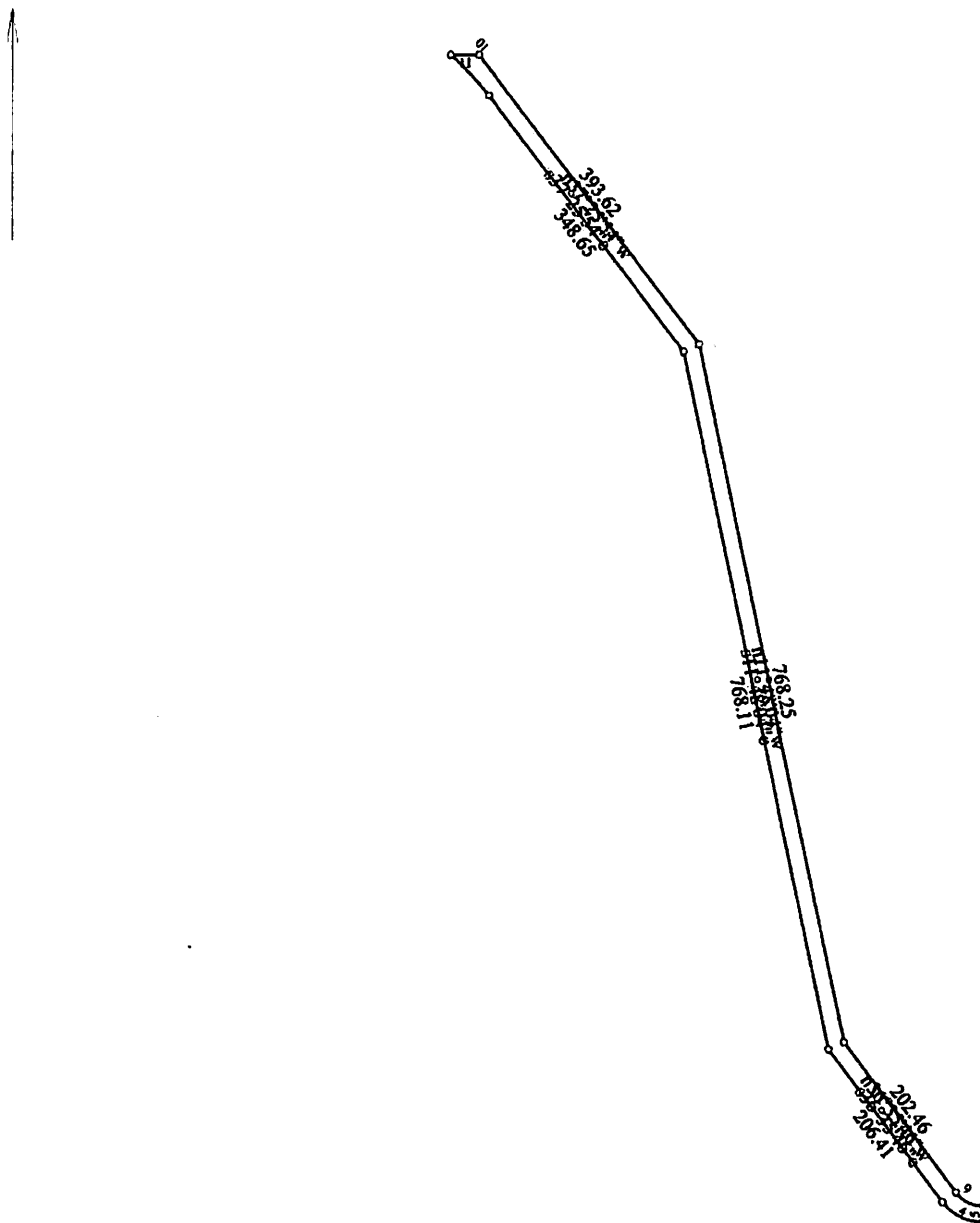
DATE: March 2026

PROJECT: 24-164

SHEET:
1 of 1

Exhibit B - City of Meridian Pathway Easement Apex Northwest Subdivision No. 6

Situated in the NE 1/4 of the SW 1/4 of Section 31, T.3N., R.1E., B.M.,
City of Meridian, Ada County, Idaho



Title:		Date: 03-18-2026
Scale: 1 inch = 200 feet	File:	
Tract 1: 0.587 Acres: 25566 Sq Feet: Closure = n52.2109w 0.00 Feet: Precision = 1/627966: Perimeter = 2881 Feet		
001=s37.2554e 393.62	005=s00.1755w 18.00	009=n37.2554w 348.65
002=s11.4804e 768.25	006: Rt, R=56.00, Delta=52.1355 Bng=n62.4244w, Chd=49.30	010: Lt, R=338.20, Delta=10.0838 Bng=n43.2959w, Chd=59.80
003=s36.3546e 202.46	007=n36.3546w 206.41	011=n89.5715e 30.61
004: Lt, R=38.00, Delta=51.4906 Bng=s62.3019e, Chd=33.21	008=n11.4804w 768.11	