

Project Name (Subdivision):
Aviation Subdivision

ESMT-2023-0100

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ between Aviator Park 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 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.

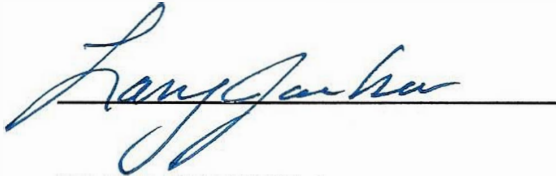
THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

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.

GRANTOR: AVIATOR PARK LLC



STATE OF ~~IDAHO~~)
Utah) ss

County of ~~Ada~~)
Salt Lake

This record was acknowledged before me on 13 July, 2021 (date) by Larry Jackson (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 Aviator Park LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager (type of authority such as officer or trustee)

(stamp)




Notary Signature
My Commission Expires: 6-24-2026

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

LEGAL DESCRIPTION

CITY OF MERIDIAN PEDESTRIAN PATHWAY EASEMENT

AVIATION SUBDIVISION

A portion of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 10, Township 3 North, Range 1 West of the Boise-Meridian, City of Meridian, ADA County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 9, 10, 15, and 16, Townships 3 North, Range 1 West, Boise-Meridian, from which the $\frac{1}{4}$ corner common to said Sections 9 and 10 bears North $0^{\circ}38'55''$ East, 2653.02 feet; thence on the west boundary line of said Section 10, North $0^{\circ}38'55''$ East, 1621.66 feet to the south boundary line of the railroad right-of-way sidewalk easement; thence on said south boundary line, South $88^{\circ}26'12''$ East, 495.23 feet to the westerly boundary of Aviation Subdivision, thence continuing South $88^{\circ}26'12''$ East 824.15 feet along the south boundary line of the railroad right-of-way sidewalk easement to the easterly boundary of Aviation Subdivision, thence South $00^{\circ}36'35''$ West 383.01 feet along the easterly boundary of Aviation Subdivision to a point on the North Boundary of the proposed ACHD right-of-way sidewalk easement, thence along said right-of-way sidewalk easement a distance of 34.97 feet North $89^{\circ}15'50''$ West to the tangent point of a curve, thence along said right-of-way sidewalk easement a distance of 18.04 feet along the arc of a 530.00 foot radius non-tangent curve, said curve having a central angle of South $1^{\circ}56'59''$ West and a long chord bearing South $89^{\circ}45'40''$ West a distance of 18.04 feet to another point along north side of the proposed ACHD right-of-way sidewalk easement, thence continuing along said right-of-way sidewalk easement a distance of 25.01 feet along the arc of a 530.00 foot radius non-tangent curve, said curve having a central angle of South $2^{\circ}42'15''$ West and a long chord bearing South $87^{\circ}26'03''$ West a distance of 25.01 feet to the **REAL POINT OF BEGINNING**;

Thence, leaving said right-of-way sidewalk easement boundary, North $00^{\circ}41'02''$ East, 48.82 feet to a point of curvature on a curve;

Thence a distance of 3.72 feet along the arc of a 6.31 foot radius non-tangent curve, said curve having a central angle of North $33^{\circ}46'13''$ East and a long chord bearing North $17^{\circ}34'09''$ East a distance of 3.67 feet to a point of reverse curvature;

Thence a distance of 19.36 feet along the arc of a 50.20 foot radius non-tangent curve, said curve having a central angle of North $22^{\circ}06'00''$ East and a long chord bearing North $23^{\circ}24'16''$ East a distance of 19.24 feet to a point;

Thence North $00^{\circ}36'35''$ East, 229.03 feet to a point of curvature;

Thence a distance of 45.79 feet along the arc of a 30.00 foot radius non-tangent curve, said curve having a central angle of North $87^{\circ}27'18''$ West and a long chord bearing North $43^{\circ}07'04''$ West a distance of 41.47 feet to a point;

Thence North $86^{\circ}50'43''$ West, 217.19 feet to a point;

Thence North 88°35'09" West, 89.63 feet to a point of curvature;

Thence a distance of 22.37 feet along the arc of a 30.00 foot radius non-tangent curve, said curve having a central angle of South 42°43'33" West and a long chord bearing South 70°03'04" West a distance of 21.86 feet to a point;

Thence South 48°41'18" West, 21.00 feet to a point on the North Boundary of the proposed ACHD right-of-way sidewalk easement;

thence along said right-of-way sidewalk easement a distance of 13.15 feet along the arc of a 68.00 foot radius non-tangent curve, said curve having a central angle of South 11°04'41" East and a long chord bearing South 57°20'05" East a distance of 13.13 feet to another point along the North side of the proposed ACHD right-of-way sidewalk easement

Thence, leaving said right-of-way sidewalk easement boundary, North 48°41'18" East, 16.91 feet to a point of curvature on a curve;

Thence a distance of 13.36 feet along the arc of a 17.91 foot radius non-tangent curve, said curve having a central angle of North 42°43'33" East and a long chord bearing North 70°03'04" East a distance of 13.05 feet to a point;

Thence South 88°35'09" East, 89.44 feet to a point;

Thence South 86°50'43" East, 217.01 feet to a point of curvature;

Thence a distance of 27.34 feet along the arc of a 17.91 foot radius non-tangent curve, said curve having a central angle of South 87°27'18" East and a long chord bearing South 43°07'04" East a distance of 24.76 feet to a point;

Thence South 00°36'35" West, 227.07 feet to a point of curvature;

Thence a distance of 13.33 feet along the arc of a 35.22 foot radius non-tangent curve, said curve having a central angle of South 21°41'27" West and a long chord bearing South 24°17'34" West a distance of 13.25 feet to a point of reverse curvature;

Thence a distance of 11.14 feet along the arc of a 18.17 foot radius non-tangent curve, said curve having a central angle of South 35°08'18" West and a long chord bearing South 17°34'09" West a distance of 10.97 feet to a point of reverse curvature;

Thence South 00°36'36" West, 49.78 feet to a point on the North Boundary of the proposed ACHD right-of-way sidewalk easement;

Thence along said right-of-way sidewalk easement a distance of 12.08 feet along the arc of a 530.00 foot radius non-tangent curve, said curve having a central angle of North 1°18'20" East and a long chord bearing North 85°25'45" East a distance of 12.08 feet to the **REAL POINT OF BEGINNING**

This easement contains 8,486 square feet (0.195 acres) more or less and is subject to any other easements existing or in use.

EXHIBIT B

CITY OF MERIDIAN PEDESTRIAN PATHWAY EASEMENT AVIATION SUBDIVISION

LOCATED IN THE W1/2 OF THE SW1/4 OF SECTION 10, T.3N., R.1W., B.M.,
ADA COUNTY, IDAHO



SCALE 1"=100'

