Project Name (Subdivision):
SHELBURNE SOUTH NO 2
PEDESTRIAN PATHWAY #1

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _	day of	, 20 ,	between	Shelburne F	Properties 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 hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

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:

STATE OF IDAHO)

) ss

County of Ada

This record was acknowledged before me on replaced (date) by Randal S Clarno (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 Shelburne Properties LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Managing member (type of authority such as officer or trustee)

(stamp)

COMMISSION #32341 NOTARY PUBLIC

Y COMMISSION EXPIRES 07/23/2023

Notary Signature

My Commission Expires

KENT BROWN
COMMISSION (\$224)
NOTARY PUBLIC
STATE OF IDARO
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GRANTEE: CITY OF MERIDIAN	
Robert E. Simison, Mayor	
- voor a voor and or	
Attest by Chris Johnson, City Clerk	
STATE OF IDAHO,) : ss. County of Ada)	
This record was acknowledged be and Chris Johnson on behalf of the Clerk, respectively.	pefore me on (date) by Robert E. Simison e City of Meridian, in their capacities as Mayor and City
(stamp)	Notary Signature My Commission Expires:

PEDESTRIAN PATHWAY EASEMENTS **EXHIBIT B** PROPOSED SHELBURNE SOUTH SUBDIVISION NO. 2 LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 28, T.3N., R.1E., B.M. CITY OF MERIDIAN, ADA COUNTY, IDAHO 60' 120' 240' 95.85 ,00, S89°14'43"E S0°31'21"W 10.35 N89°14'43"W C) 95.81 `S90'00'00"E 1,218 SF 47.27 36 BEGINNING ASEMENT B-1,21 44.91 N0.31 EASEMENT N90'00'00" R POINT 3,090 SF PROPOSED SHELBURNE SOUTH SUBDIVISION NO. 2 S0'31'20"W 889.16 POINT OF BEGINNING N0.45'17" EASEMENT A 90 661. 20, CLOVERDALE NO.31 S 28 34 354.54 782.00'-S89°14'43"E 2660.54 E. AMITY RD. BASIS OF BEARING CURVE TABLE CURVE # LENGTH **RADIUS DELTA BEARING** CHORD 125.86 28'06'51" N54°43'07"W C1 256.50 124.60 C2 37.29 138.50 15'25'39" N48°22'31"W 37.18 C3 8.01 8'20'30" N0'30'17"E 55.00 8.00 C4 39.45 146.50 15°25'39" S48'22'31"E 39.33 S54°22'10"E C5 118.90 248.50 27'24'56' 117,77 C6 14.41 16.50 5003'03" N24°30'11"W 13.96 C7 29.04 18.50 89°56'39" N44'16'24"W 26.15 **C8** 41.59 89'54'54" S44'17'16"E 26.50 37.45 Land Surveying and Consulting 7.37 C9 49'39'12" S2418'15"E 7.14 8.50 231 E. 5TH ST., STE. A C10 8.01 55.00 8'20'30" S40°02'57"W 8.00 MERIDIAN, ID 83642 (208) 288-2040 (208) 288-2557 fax www.landsolutions.biz

JOB NO. 19-08

EXHIBIT A

<u>Legal Description</u> <u>Pedestrian Pathway Easements</u> Shelburne South Subdivision No. 2

Easements being located in the SW ¼ of the SE ¼ of Section 28, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

EASEMENT A

Commencing at a Brass Cap monument marking the southwest corner of the SE ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of said SE ¼ bears S 89°14'43" E a distance of 2660.54 feet;

Thence S 89°14'43" E along the southerly boundary of said SE ¼ a distance of 782.00 feet to a point;

Thence leaving said southerly boundary N 0°31'20" E a distance of 661.90 feet to the **POINT OF BEGINNING**:

Thence a distance of 125.86 feet along the arc of a 256.50 foot radius non-tangent curve right, said curve having a central angle of 28°06'51" and a long chord bearing N 54°43'07" W a distance of 124.60 feet to a point of reverse curvature;

Thence a distance of 37.29 feet along the arc of a 138.50 foot radius curve left, said curve having a central angle of 15°25'39" and a long chord bearing N 48°22'31" W a distance of 37.18 feet to a point of tangency;

Thence N 56°05'21" W a distance of 178.28 feet to a point;

Thence N 90°00'00" W a distance of 44.91 feet to a point on a curve:

Thence a distance of 8.01 feet along the arc of a 55.00 foot radius curve left, said curve having a central angle of 8°20'30" and a long chord bearing N 0°30'17" E a distance of 8.00 feet to a point;

Thence S 90°00'00" E a distance of 47.27 feet to a point;

Thence S 56°05'21" E a distance of 180.72 feet to a point of curvature;

Thence a distance of 39.45 feet along the arc of a 146.50 foot radius curve right, said curve having a central angle of 15°25'39" and a long chord bearing S 48°22'31" E a distance of 39.33 feet to a point of reverse curvature;

Thence a distance of 118.90 feet along the arc of a 248.50 foot radius curve left, said curve having a central angle of 27°24'56" and a long chord bearing S 54°22'10" E a distance of 117.77 feet to a point;

Thence S 0°31'20" W a distance of 8.57 feet to the **POINT OF BEGINNING**.

This easement contains 3,090 square feet (0.071 acres) more or less and is subject to any other easements existing or in use.



EASEMENT B

Commencing at a Brass Cap monument marking the southwest corner of the SE ¼ of said Section 28, from which an Aluminum Cap monument marking the southeast corner of said SE ¼ bears S 89°14'43" E a distance of 2660.54 feet:

Thence S 89°14'43" E along the southerly boundary of said SE ¼ a distance of 354.54 feet to a point;

Thence leaving said southerly boundary N 0°45'17" E a distance of 889.16 feet to the **POINT OF BEGINNING**;

Thence a distance of 14.41 feet along the arc of a 16.50 foot radius non-tangent curve right, said curve having a central angle of 50°03'03" and a long chord bearing N 24°30'11" W a distance of 13.96 feet to a point of tangency;

Thence N 0°31'21" E a distance of 10.36 feet to a point of curvature:

Thence a distance of 29.04 feet along the arc of a 18.50 foot radius curve left, said curve having a central angle of 89°56'39" and a long chord bearing N 44°16'24" W a distance of 26.15 feet to a point of tangency;

Thence N 89°14'43" W a distance of 95.81 feet to a point;

Thence N 0°31'20" E a distance of 8.00 feet to a point;

Thence S 89°14'43" E a distance of 95.85 feet to a point of curvature;

Thence a distance of 41.59 feet along the arc of a 26.50 foot radius curve right, said curve having a central angle of 89°54'54" and a long chord bearing S 44°17'16" E a distance of 37.45 feet to a point of tangency;

Thence S 0°31'21" W a distance of 10.35 feet to a point of curvature;

Thence a distance of 7.37 feet along the arc of a 8.50 foot radius curve left, said curve having a central angle of 49°39'12" and a long chord bearing S 24°18'15" E a distance of 7.14 feet to a point on a curve;

Thence a distance of 8.01 feet along the arc of a 55.00 foot radius non-tangent curve left, said curve having a central angle of 8°20'30" and a long chord bearing S 40°02'57" W a distance of 8.00 feet to the **POINT OF BEGINNING.**

This easement contains 1,218 square feet (0.028 acres) more or less and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS Land Solutions, PC May 13, 2021



