

Project Name or Subdivision Name:

TM Creek Subdivision No. 7

For Internal Use Only ESMT-2025-0012

Record Number: _____

PEDESTRIAN PATHWAY EASEMENT

THIS Easement Agreement made this 18th day of February 2025 between
TM Cooley LLC and Watson Land Holdings LLC ("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:

TM COOLEY LLC,
an Idaho limited liability company

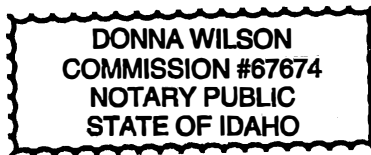
By: SCS Management LLC, Manager

By: *Michael A. Hall*
Michael A. Hall, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this the 4 day of February, in the year 2025, before me a Notary Public of said State, personally appeared Michael A. Hall, known of identified to me to be the President of SCS Management LLC, the Manager of TM Cooley LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company 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 written above.



Donna Wilson
Notary Signature
My Commission Expires: 5-6-2028

GRANTOR:

WATSON LAND HOLDINGS LLC
an Idaho limited liability company

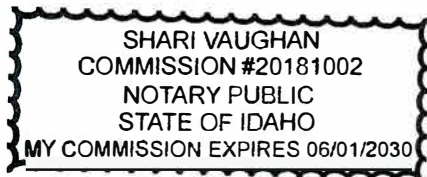
By: Brighton Corporation, an Idaho
corporation, It's Manager

By: 
Robert L. Phillips, President

State of Idaho)
)ss.
County of Ada)

On this 24th day of January, in the year 2025, before me a Notary Public of said State, personally appeared Robert L. Phillip, known or identified to me to be the President of Brighton Corporation, the Manager of Watson Land Holdings LLC, the Company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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




Notary Signature
My Commission Expires: 6-1-2030

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 2-18-2025

Attest by Chris Johnson, City Clerk 2-18-2025

STATE OF IDAHO,)

: SS.

County of Ada)

This record was acknowledged before me on 2-18-2025 (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: 3-28-2028

January 23, 2025
TM Creek Subdivision No. 7
Project No. 22-244
City of Meridian Pathway Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian Pathway Easement being a portion of the North 1/2 of Section 14, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a found aluminum cap marking the North 1/4 corner of said Section 14, which bears S89°09'27"E a distance of 2,657.99 feet from a found brass cap marking the Northwest corner of said Section 14;
Thence following the northerly line of the Northwest 1/4 of said Section 14, N89°09'27"W a distance of 541.62 feet;
Thence leaving said northerly line, S00°50'33"W a distance of 241.57 feet to a found 5/8-inch rebar marking the boundary line of TM Creek Subdivision No. 6 (Book 126 of Plats, Pages 20172-20175, Records of Ada County, Idaho);
Thence following said subdivision boundary line, S00°33'41"W a distance of 551.53 feet to an existing City of Meridian Pathway Easement per Instrument No. 2021-152387 and being the **POINT OF BEGINNING**.

Thence leaving said subdivision boundary line, S85°05'34"E a distance of 773.80 feet;
Thence S85°08'26"E a distance of 21.97 feet to the westerly right-of-way line of S. Benchmark Way;
Thence following said westerly right-of-way line, S04°52'53"W a distance of 14.00 feet;
Thence leaving said westerly right-of-way line, N85°08'26"W a distance of 21.96 feet;
Thence N85°05'34"W a distance of 772.75 feet to said subdivision boundary line and said Pathway Easement line;
Thence following said subdivision boundary line, N00°33'41"E a distance of 14.04 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 11,133 square feet, 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.



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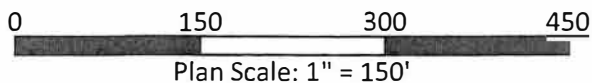
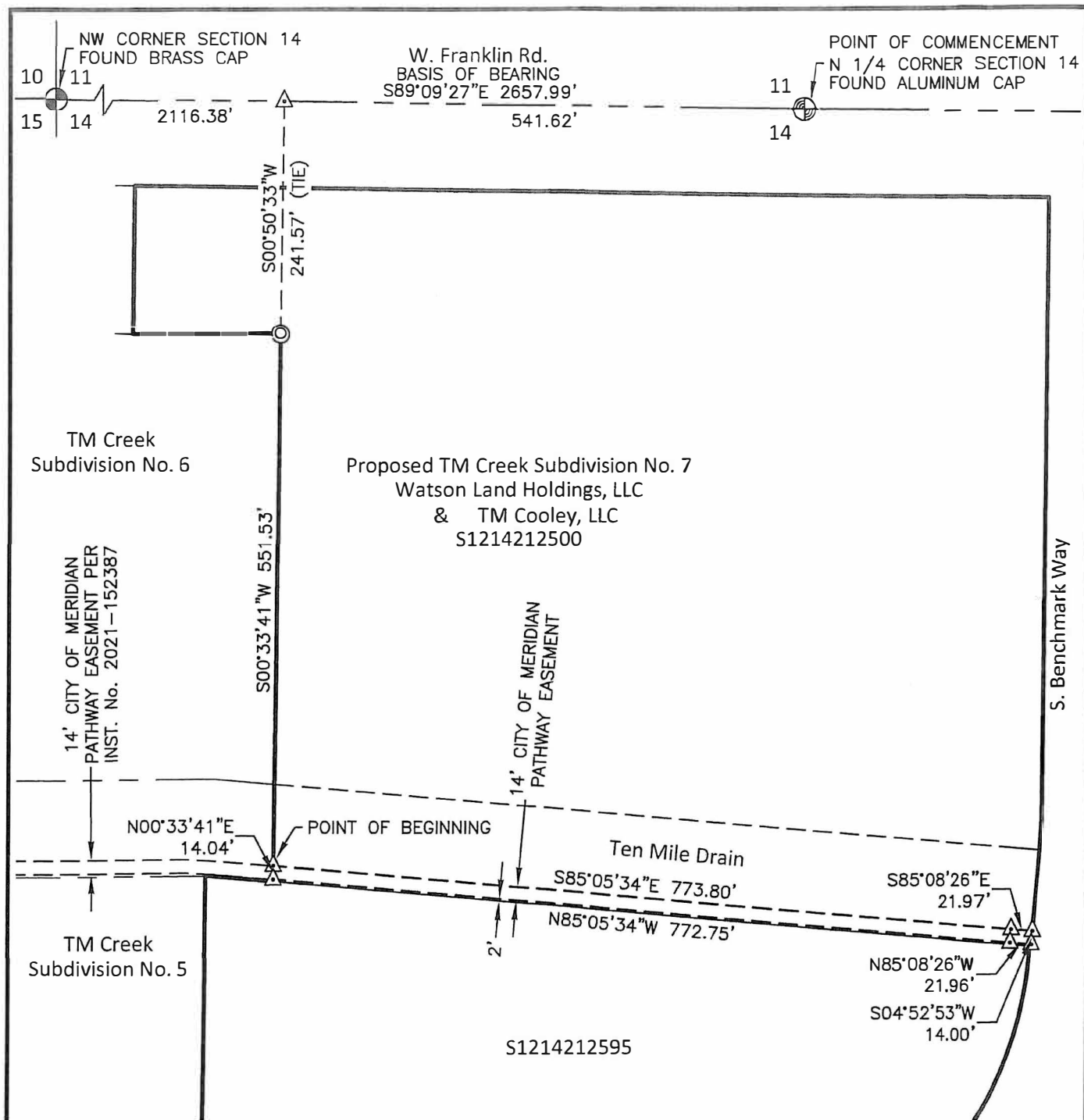
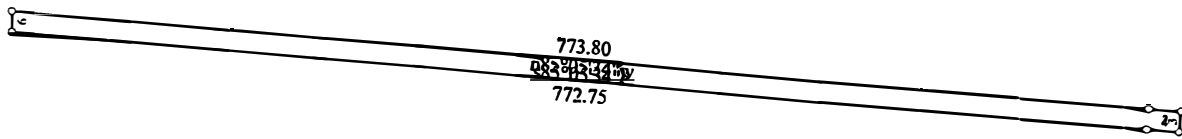


Exhibit B
City of Meridian Pathway Easement

DATE: January 2025
PROJECT: 22-2 44
SHEET: 1 OF 1

TM Creek Subdivision No. 7
Portion of N 1/2 Sec. 14, T3N., R1W., B.M., City of Meridian, Ada County, Idaho



Title: Pathway easement		Date: 01-23-2025
Scale: 1 inch = 125 feet	File:	
Tract 1: 0.256 Acres: 11133 Sq Feet: Closure = n76.3936w 0.00 Feet: Precision =1/663855: Perimeter = 1619 Feet		
001=s85.0534e 773.80	004=n85.0826w 21.96	
002=s85.0826e 21.97	005=n85.0534w 772.75	
003=s04.5253w 14.00	006=n00.3341e 14.04	