

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between Brighton Land Holdings 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.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

BRIGHTON LAND HOLDINGS LLC
an Idaho limited liability company

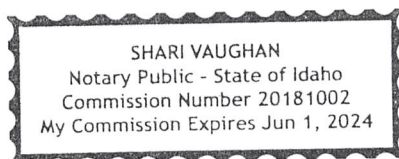
By: Brighton Corporation, an Idaho corporation,
Manager

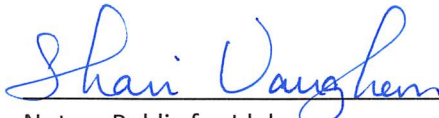
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 16th day of September, in the year of 2021, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the Manager of Brighton 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 above written.




Notary Public for Idaho
My Commission expires: 6-1-2024

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: _____

September 14, 2021
Project No.: 21-051
TM Creek Subdivision
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 6, Block 3 of TM Creek Subdivision No. 4 (Book 117 at Page 17944, records of Ada County, Idaho) situated in the Northwest 1/4 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 brass plug marking the Southwest corner of said Lot 6, which bears S00°33'41"W a distance of 100.02 feet from a brass plug marking the Northwest corner of said Lot 6, thence following the southerly line of said Lot 6, N89°28'20"E a distance of 48.67 feet to the **POINT OF BEGINNING**.

Thence leaving said southerly line, N73°40'21"E a distance of 5.27 feet;
Thence 113.61 feet along the arc of a curve to the right, said curve having a radius of 412.00 feet, a delta angle of 15°47'59", a chord bearing of N81°34'20"E and a chord distance of 113.25 feet;
Thence N89°28'20"E a distance of 137.04 feet;
Thence S00°34'31"W a distance of 14.00 feet;
Thence S89°28'20"W a distance of 136.77 feet;
Thence 48.90 feet along the arc of a curve to the left, said curve having a radius of 398.00 feet, a delta angle of 07°02'22", a chord bearing of S85°57'09"W and a chord distance of 48.87 feet to the southerly line of said Lot 6;
Thence following said southerly line, S89°28'20"W a distance of 68.47 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 3,152 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.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	412.00'	113.61'	15°47'59"	N81°34'20"E	113.25'
C2	398.00'	48.90'	7°02'22"	S85°57'09"W	48.87'

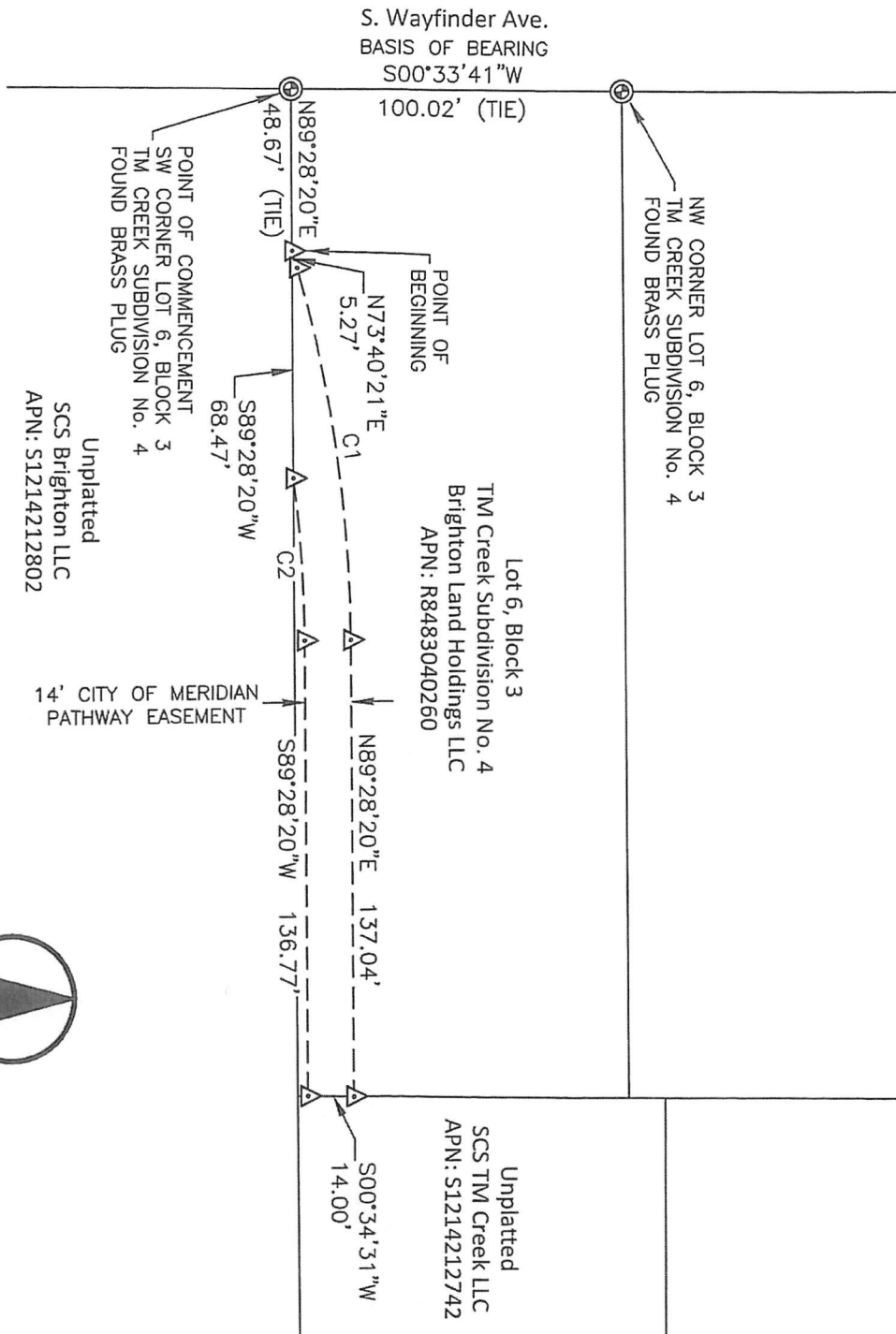


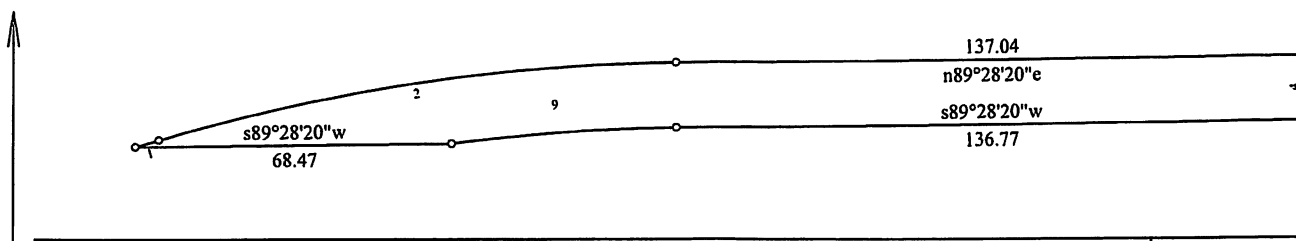
Exhibit B City of Meridian Pathway Easement

TM Creek Subdivision

Portion of NW 1/4 Sec. 14, T3N., R1W., BM., City of Meridian, Ada County, Idaho

DATE: September 2021
PROJECT: 21-051
SHEET: 1 OF 1





Title: Brighton Land Holdings LLC Pathway Easmt 21-051		Date: 09-14-2021
Scale: 1 inch = 40 feet	File:	
Tract 1: 0.072 Acres: 3152 Sq Feet: Closure = s41.2118w 0.00 Feet: Precision = 1/118798: Perimeter = 524 Feet		
001=n73.4021e 5.27	004=s00.3431w 14.00	007=s89.2820w 68.47
002: Rt, R=412.00, Delta=15.4759 Bng=n81.3420e, Chd=113.25	005=s89.2820w 136.77	
003=n89.2820e 137.04	006: Lt, R=398.00, Delta=07.0222 Bng=s85.5709w, Chd=48.87	