

ESMT-2021-0105 TM Creek Subdivision No. 5
Pedestrian Pathway Easement No. 2

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between SCS TM Creek 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:

SCS TM CREEK LLC

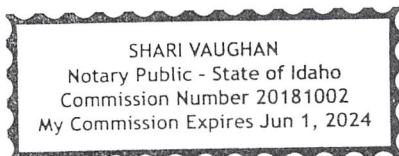
an Idaho limited liability company

By: SCS Management LLC, an Idaho limited liability company, It's Manager

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

STATE OF IDAHO)
 : SS.
County of Ada)

This record was acknowledged before me on September 16th, 2021 (date) by Michael A. Hall (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 SCS Management LLC (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee).



Shari Vaughan
Notary Public for Idaho
My Commission Expires: _____

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 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 1/2-inch rebar marking the Northeast corner of Lot 6, Block 3 of TM Creek Subdivision No. 4 (Book 117 at Page 17944, records of Ada County, Idaho), which bears N89°28'20"E a distance of 302.65 feet from a brass plug marking the Northwest corner of said Lot 6, thence following the easterly line of said Lot 6, S00°34'31"W a distance of 83.02 feet to the **POINT OF BEGINNING**.

Thence leaving said easterly line N89°28'20"E a distance of 435.06 feet;
Thence 34.96 feet along the arc of a curve to the right, said curve having a radius of 412.00 feet, a delta angle of 04°51'42", a chord bearing of S88°05'49"E and a chord distance of 34.95 feet;
Thence S85°39'58"E a distance of 67.19 feet;
Thence S00°00'00"E a distance of 14.04 feet;
Thence N85°39'58"W a distance of 68.25 feet;
Thence 33.77 feet along the arc of a curve to the left, said curve having a radius of 398.00 feet, a delta angle of 04°51'42", a chord bearing of N88°05'49"W and a chord distance of 33.76 feet;
Thence S89°28'20"W a distance of 435.33 feet to the easterly line of said Lot 6;
Thence following said easterly line, N00°34'31"E a distance of 14.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 7,521 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.



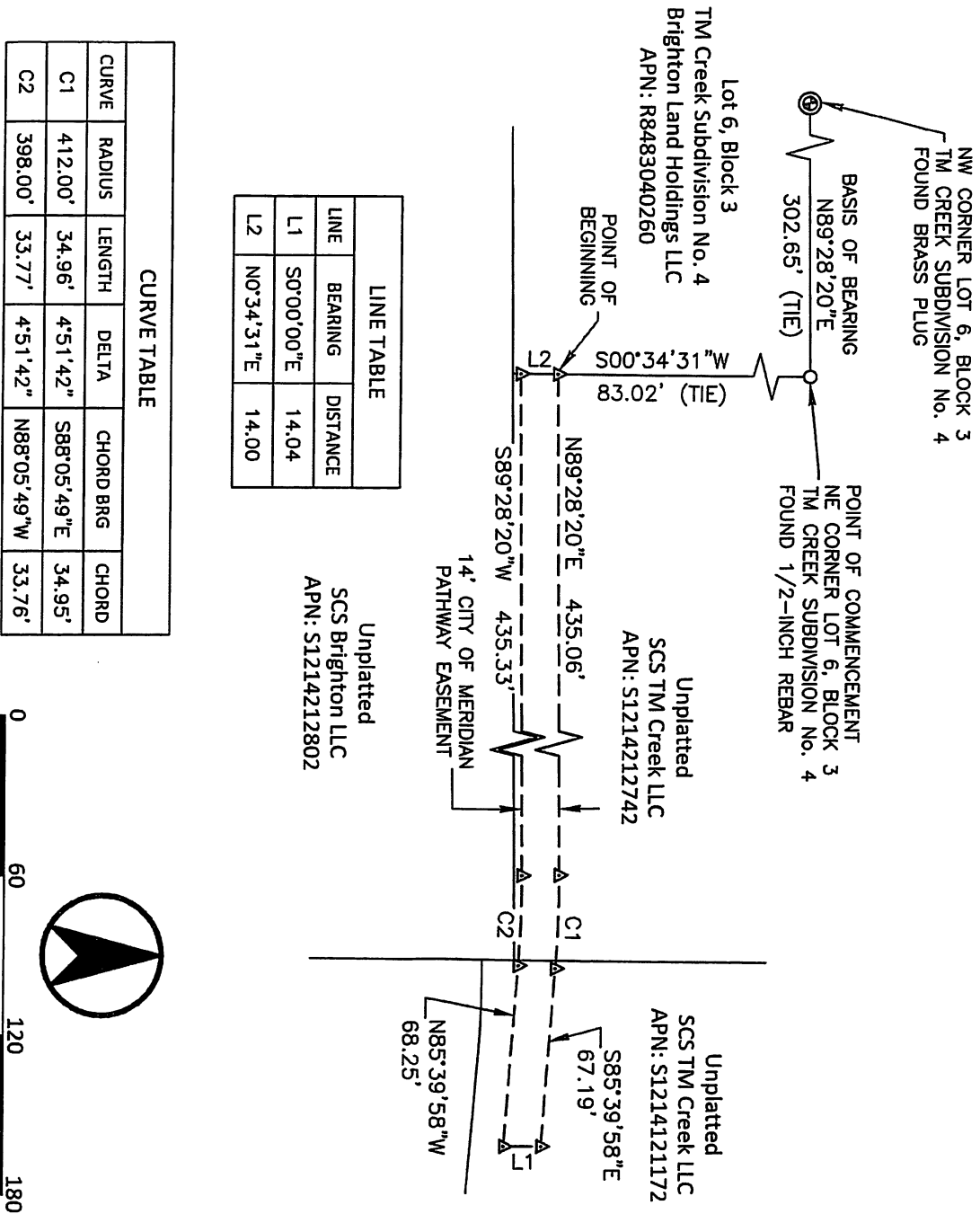


Exhibit B City of Meridian Pathway Easement

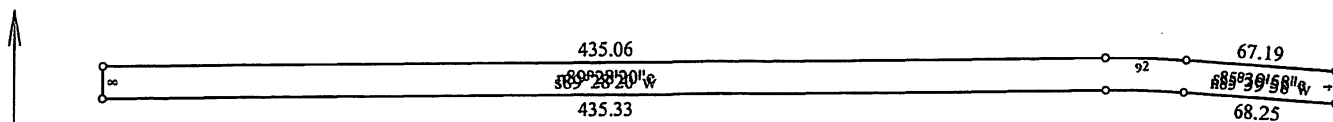
TM Creek Subdivision

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

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



Title: SCS TM Creek Pathway Easmt 21-051

Date: 09-14-2021

Scale: 1 inch = 80 feet

File:

Tract 1: 0.173 Acres: 7521 Sq Feet: Closure = n11.4350w 0.00 Feet: Precision = 1/427115: Perimeter = 1103 Feet

001=n89.2820e 435.06

002: Rt. R=412.00, Delta=04.5142
Bng=s88.0549e, Chd=34.95

003=s85.3958e 67.19

004=s00.0000e 14.04

005=n85.3958w 68.25

006: Lt. R=398.00, Delta=04.5142
Bng=n88.0549w, Chd=33.76

007=s89.2820w 435.33

008=n00.3431e 14.00